



NEWTON FALLS CITY COUNCIL
REGULAR MEETING
Wednesday, October 21st, 2026; 6:00 PM
COUNCIL CHAMBERS
612 WEST BROAD STREET

CITY COUNCIL MEMBERS	
Ward 1	Brian Kropp
Ward 2	Brian Axiotis
Ward 3	Robert Burke
Ward 4	Kevin Rufener
At - Large	Julie Stimpert
Mayor	David Hanson

CITY ADMINISTRATION	
City Manager	Jeremy Shaffer
Law Director	Gary L. VanBrocklin
Finance Director	Pamela Hileman
Clerk of Council	Corey Snow
Police Chief	John Barco

I. Call to Order

II. Pledge of Allegiance / Silent Prayer

III. Roll Call

IV. Changes To Tonight's Agenda

V. Special Presentations by Staff Members or Invited Consultants

VI. Public Comments (Agenda Items Only)

VII. Reports

Mayor
Council Members
Law Director
City Manager
Police Chief
Finance Director

VIII. Approval of Previous Minutes

- October 7th, 2026, Special Meeting Minutes
- October 7th, 2026, Regular Meeting Minutes

IX. Public Hearings

1. **ORDINANCE 2026-60** – *(Second Reading)* Sponsors: Axiotis, Rufener
AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE
APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026
AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A
CERTIFICATE OF RESOURCES WITH THE COUNTY AUDITOR.

X. Unfinished Business

1. **ORDINANCE 2026-60** – *(Second Reading)* Sponsors: Axiotis, Rufener
AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE
APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026
AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A
CERTIFICATE OF RESOURCES WITH THE COUNTY AUDITOR.

XI. New Business

1. **ORDINANCE 2026-61** – *(First & Second Reading)* Sponsors: Axiotis, Kropp
AN ORDINANCE PROHIBITING THE INSTALLATION, OPERATION, OR USE
OF FLOCK SAFETY CAMERAS AND OTHER THIRD-PARTY OR PRIVATELY
OPERATED AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS
WITHIN THE CITY OF NEWTON FALLS; ESTABLISHING REQUIREMENTS
GOVERNING MUNICIPALLY OWNED AUTOMATED LICENSE PLATE
RECOGNITION SYSTEMS; PROHIBITING THE SHARING, TRANSFER, OR
EXTERNAL ACCESS OF DATA COLLECTED BY SUCH MUNICIPALLY OWNED
SYSTEMS EXCEPT AS REQUIRED BY LAW; PROVIDING FOR DATA
SECURITY, RETENTION, AND OVERSIGHT; AND DECLARING AN
EMERGENCY.
2. **ORDINANCE 2026-62** – *(First & Second Reading)* Sponsors: Rufener, Kropp
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT WITH SUNDANCE SYSTEMS, INC. AND DECLARING AN
EMERGENCY.
3. **ORDINANCE 2026-63** – *(First & Second Reading)* Sponsors: Stimpert, Axiotis
AN ORDINANCE AMENDING SECTIONS 1501.01 AND 1501.04 OF THE
CODIFIED ORDINANCES AND DECLARING AN EMERGENCY.

4. **RESOLUTION 29-2026**

Sponsors: Burke, Axiotis

A RESOLUTION EXPRESSING SYMPATHY FOR THE INNOCENT CIVILIANS VICTIMIZED BY THE ONGOING VIOLENCE IN ISRAEL AND GAZA; CONDEMNING VIOLENCE OF ANY KIND; AFFIRMING NEWTON FALLS' STATUS AS A WELCOMING COMMUNITY FOR THESE OF THE JEWISH AND ISLAMIC REGIONS AND ANY OTHER RELIGIONS; ENCOURAGING RESIDENTS TO OFFER SUPPORT AND SINCERE CONDOLENCES TO MEMBERS OF THE JEWISH AND PALESTINIAN COMMUNITIES OF NEWTON FALLS AND ALL OVER THE WORLD.

XII. Public Comments

XIII. Closing Remarks

XIV. Adjournment



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Clerk of Council	Corey Snow
Police Chief	John Barco

- I. **Call to Order**
 Meeting called to order at 5:04pm

- II. **Pledge of Allegiance / Silent Prayer**

- III. **Roll Call**
 Councilwoman Stimpert asked Mr. Snow to call the roll.
 Council Present: Councilpersons Kropp, Rufener, and Stimpert
 Council Absent: Axiotis, Burke (*Both arrived later during the meeting*)
 Staff Present: City Manager Jeremy Shaffer, Law Director Gary VanBrocklin,
 City Clerk Corey Snow, Police Chief John Barco, Electric Superintendent Matt
 Evans, Street Department Superintendent Rich Cross, Wastewater
 Superintendent Nick Frendak, Water Distribution Superintendent Ken Bodnar,
 Water Plant Superintendent Cody Zeleny, Zoning Director Mark Stimpert.

- IV. **Changes To Tonight's Agenda** – NONE

- V. **Public Comments (Agenda Items Only)** - NONE

VI. Unfinished Business - NONE

VII. New Business

1. 2027 Proposed Budget

- Finance Director Pamela Hileman began by opening conversations with the Police Department. Ruffner asked for a summary of the account changes. Hileman and Police Chief Barco noted that they will be reducing their part-time officer amounts in order to supplement and meet the increased need for full-time officers.
- For Zoning, Zoning Director Mark Stimpert and Hileman explained that the major changes for this department were an increase in professional services to account for the hiring of consultants for review and updates to the City's zoning codes. There also will be an increase in overtime for the department to account for Mark Stimpert to be attending all future council meetings to run the sound and video recording for the meetings, as he had not been doing that before. Hileman also noted that there is a 2.9% increase across the board in all departments throughout the City to their respective wages section for a proposed inflation/cost of living wage increase.
- For the City Manager's budget, Hileman noted an increase in the wages section for the now full-time City Clerk Position, an assistant, and City Manager wages. Operations were decreased to offset this increase.
- For City Council's Budget, Hileman noted an increase overall for the budget due to it being under budgeted for the current year.
- For the Municipal Court budget, their personnel services were decreased, new appropriations were made for professional services for them. Kropp noted the amount being spent on postage for the department.
- For the Finance Department, Hileman noted fluctuations in hospitalization and noted an increase to their professional services line for projections based on their needs from the current year.
- For the Law Department, Hileman noted personal services increased for the new full-time Law Director and his assistant.
- For Building and Maintenance, Hileman noted an overall decrease in this department through various adjustments.
- For the Street Department, Hileman noted a small increase in other operations for needed training and fuel prices.
- For the State Highway, Hileman noted a decrease overall, due to the backhoe being paid off.

- For permissive auto, Hileman noted an overall decrease, stemming from the repair line.
- For Parks & Rec, Hileman noted an overall increase for the budget for professional services, gas, construction, paving and landscaping, building and construction, and capital outlay.
- For the Indignant Drivers fund, Hileman noted no special changes.
- For HILP, Ruffner noted appreciation for NDS and its long-standing benefit to the City. Discussion ensued on the source of funding for this account, and its purposes. Hileman gave an example of how the services from NDS are used. Kropp also noted appreciation for these services, and that he would like to see an increase in advertising for the programs and services for the community, to which other council members also agreed.
- Councilman Burke walked in at 5:25p.m.
- For Law Library, Hileman noted no significant changes.
- For the OPNF fund, Hileman noted no significant changes.
- For Income Tax, Hileman noted no significant changes.
- Various other court funds were discussed; no major changes were noted other than some decreases.
- For the Ohio Opioid Settlement Fund, Hileman noted no significant changes.
- For the fund for street sweeping and other capital improvements, Hileman noted no major changes.
- For the Water Plant fund, Hileman noted increases in other operating costs and capital improvement. Cody Zeleny clarified the needs from his department for these increases, citing various needs for infrastructure repairs and upgrades, and software problems.
- For Water Distribution, Hileman noted increases in personal services and capital improvement. Ken Bodnar explained the need for these increases for various infrastructure projects. Rufner inquired about the progress on the ongoing Aclara issue to see where it stood, to which discussion ensued affirming that it is continuing to move forward. City Manager Jeremy Shaffer gave various options they were looking into for funding to help mediate the problem.
- Mayor Hanson walked in at 5:38p.m.
- For Wastewater, Hileman noted some increases. Wastewater Superintendent Nick Friendak elaborated on these increases citing various necessary capital improvement projects due to the plants increasing age.
- For the Stormwater Fund, Hileman noted an increase in capital but a decrease in principle due to equipment being paid off.
- For the Electric Department, Hileman noted a slight decrease in personnel services, and an increase in his operations. Electric

Superintendent Matt Evans gave an update on various capital improvement projects and equipment changes.

- For the Utility Billing Office budget, Hileman noted an overall decrease.
- For the Employee Benefits fund, Hileman noted a slight increase due to tight constraints in the current year.

VIII. Public Comments - NONE

IX. Adjournment

- **Stimpert made a motion adjourn at 5:48p.m, seconded by Kropp.**
 - Roll Call Vote: Stimpert-yes, Kropp-yes, Burke-yes, Rufener-yes.
 - Motion passed 4-0
- Council adjourned at 5:48p.m.

Mayor, David N. Hanson

ATTEST: _____
Corey A. Snow



NEWTON FALLS CITY COUNCIL
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CITY ADMINISTRATION	
City Manager	Jeremy Shaffer
Law Director	Gary L. VanBrocklin
Finance Director	Pamela Hileman
Clerk of Council	Kathleen M King
Police Chief	John Barco

- I. **Call to Order**
 Meeting called to order at 6:01p.m.
- II. **Pledge of Allegiance / Silent Prayer**
- III. **Roll Call**
 Mayor Hanson asked Mr. Snow to call the roll.
 Council Present: Councilpersons Kropp, Axiotis, Burke, Rufener, and Stimpert
 Council Absent: None.
 Staff Present: City Manager Jeremy Shaffer, Law Director Gary VanBrocklin, City Clerk Corey Snow, Police Chief Barco, Finance Director Pamela Hileman, Electric Superintendent Matt Evans.
- IV. **Changes To Tonight's Agenda** - NONE
- V. **Special Presentations by Staff Members or Invited Consultants**
 - City Manager Jeremy Shaffer invited Electric Superintendent Matt Evans to speak on the subject matter of Resolution 28-2026 that was to be voted on later in the meeting. Evans explained the bids they received, and the reasoning behind choosing the contractor awarded in the resolution. Evans also updated some of the relevant operations around

the project in the resolution, as well as some current business within the department.

VI. Public Comments (Agenda Items Only)

- Julie Lemon of 609 Ridge Road expressed concerns regarding her understanding that Councilman Brian Kropp was in violation of Article 3, Section IV, of the City's charter. Councilman Kropp called a point of order, questioning how the comments related to the agenda. Lemmon explained they will relate to the minutes of the previous meeting to be voted on by council. Mayor Hanson suspended that time of the conversation. The Lemon expressed that her concern was that the meeting minutes of the 9/16/26 meeting were not verbatim, and she recited some verbatim comments made by Kropp at that meeting, of which she stated her displeasure towards those comments. Lemon also accused Kropp of malfeasance by promoting his business at the treasure hunt on 3/8/26 in his official capacity on Fox 8 News. She then stated that she felt Kropp had committed misfeasance during the 9/16/26 meeting by coming down to the podium for public speaking during the "Public Comments (Agenda Items Only)" section of that meeting acting as a council member. She then stated that she feels nonfeasance will kick in if council does not act towards these actions and accusations.
- Jim Luonuansuu of 10 East Liberty Street, read a letter from the Board of Elections regarding the referendum of 2025-40, which explained a mistake with the inclusion of the referendum on the upcoming ballot. Luonuansuu also gave clarification stating that the referendum will still be voted on, as well as gave instructions on how to vote on this referendum. Luonuansuu handed a copy of the letter to City Clerk Corey Snow, asking for it to be posted on the website and City's Facebook page.
- Tesa Spletzer affirmed Luonuansuu's letter, stating that the instructions on that letter and that Luonuansuu had provided were accurate and true.

VII. Reports

- Mayor
 - The Mayor stated he had attended the Autumn in the Falls event, and expressed his pleasure with the event, stating that he felt it was a success. He also thanked everyone involved.
- Council Members:
 - Kropp:
 - Kropp stated he also attended the Autumn in the Falls event and expressed his shared pleasure with the event. Kropp also stated that he met with the Smith Group to discuss potential river

developments in the City. Kropp also stated he met with OHM regarding the City's Comprehensive plan.

- Axiotis:
 - Axiotis stated he attended the Planning and Zoning Commission's meeting on 10/6/26, and mentioned discussion of Ordinance 2026-56, of which he said they had discovered a previous ordinance that appears to conflict with the nuisance appeals board section of 2026-56. Law Director VanBrocklin stated he would investigate this matter to see what can be done. Axiotis advertised a vacancy for said board as well.
 - Stimpert:
 - Stimpert stated she had also attended the Autumn in the Falls event, of which she was pleased with. She also stated the fire board will meet 10/20/26 at 6:00p.m. at the Township Building.
 - Burke:
 - No Report
 - Rufener:
 - No Report
- Law Director – No Report
 - City Manager:
 - City Manager Shaffer stated that they are reviewing the property maintenance code for the City to try and update it. He also stated that he will be working to help simplify various boards and parts of the code relating to Axiotis's concerns among various other things. Shaffer also updated council on his desire to enter into an agreement with Wood & Lamping, LLP, to use them for consulting on the City's zoning code. He asked Council to make a motion to allow him to enter into that agreement. He clarified that sufficient funding for the agreement is available.
 - Police Chief:
 - Police Chief Barco thanked the fire chief for donating batteries for their AEDs. He noted that prosecutor Dennis Watkins donated a brand-new video recording system to be used for interviews and interrogations. Barco also noted that the new body cams for officers are in but will not be implemented until proper training on those body cams is completed by each person to wear them. He also noted that the newly purchased cruiser is in service. Barco stated that they had set up a stand at the Autumn in the falls event, and that he thought the event went well. Barco noted he had met with ODOT to update the school zone flashing lights, and they will now be maintaining those lights and the City will no longer be responsible for them.

- Finance Director:
 - Finance Director Pamela Hileman stated she is still actively working with the City Manager and Utility Department to remediate the ongoing Aclara problem, and that the City is still working through the state audit. Hileman stated that the proposed 2027 budget is completed. Hileman also gave notice that the City's Municipal building will be changing phone and internet providers on 10/8/26. New security cameras will be installed in the building as well.

VIII. Approval of Previous Minutes – September 16th, 2026, Regular Council Meeting Minutes

- Kropp expressed concerns on the point of order made by the Mayor and Stimpert at the end of the meeting in that the point of order was never fully clarified. City Clerk Corey Snow noted that he had deferred to the previous City Clerk, Kathleen King, on if it should be included in the minutes in the first place, who felt that it should at least be included that a point of order was made, even if the point of order was not clarified.

Kropp made a motion to amend near the end of the 9/16/26 minutes to include that “The point of order was not clarified, what rule was broken, and the Mayor never gave a ruling or issued a disposition on if the point of order was well taken or not well taken,” seconded by Axiotis.

- No Discussion.
- Roll Call Vote: Axiotis-yes, Burke-yes, Rufener-yes, Stimpert-yes, Kropp-yes.
- Motion passed 5-0.

Rufener made a motion to approve the 9/16/26 Regular Council Meeting Minutes as amended, seconded by Axiotis and Burke.

- No Discussion.
- Roll Call Vote: Axiotis-yes, Kropp-yes, Burke-yes, Rufener-yes, Stimpert-yes.
- Motion passed 5-0.

IX. Public Hearings

Mayor Hanson opened the public hearing on the following:

ORDINANCE 2026-57

AN ORDINANCE CREATING THE NEWTON SEWER DISTRICT NUMBER ONE REPAIR AND REPLACEMENT FUND FOR PURPOSES OF PRESERVING AND COLLECTING CERTAIN MONIES RECEIVED FOR REPAIR, REPLACEMENT, AND MAINTENANCE PURPOSES.

- No comments made

ORDINANCE 2026-58

AN ORDINANCE DECLARING REAL PROPERTY AS A TAX INCREMENTAL FINANCING (TIF) DISTRICT IN THE TERRITORIAL BOUNDARIES OF THE CITY OF NEWTON FALLS PURSUANT TO O.R.C. SECTIONS 5709.40, 5709.41 , AND 5709.43 WITH SAID DISTRICT TO INCLUDE THE LISTING OF PROPERTIES ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED BY REFERENCE.

- No comments made

ORDINANCE 2026-59

AN ORDINANCE DECLARING REAL PROPERTY AS A TAX INCREMENTAL FINANCING (TIF) DISTRICT IN THE TERRITORIAL BOUNDARIES OF THE CITY OF NEWTON FALLS PURSUANT TO O.R.C. SECTIONS 5709.40, 5709.41 , AND 5709.43 WITH SAID DISTRICT TO INCLUDE THE LISTING OF PROPERTIES ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED BY REFERENCE.

- No comments made.

Mayor Hanson closed the public hearings.

X. Unfinished Business

ORDINANCE 2026-57 – *(Second Reading)*

AN ORDINANCE CREATING THE NEWTON SEWER DISTRICT NUMBER ONE REPAIR AND REPLACEMENT FUND FOR PURPOSES OF PRESERVING AND COLLECTING CERTAIN MONIES RECEIVED FOR REPAIR, REPLACEMENT, AND MAINTENANCE PURPOSES.

- **Axiotis made a motion to adopt this ordinance, seconded by Rufener.**
 - Roll Call Vote: Burke-yes, Rufener-yes, Stimpert-yes, Kropp-yes, Axiotis-yes.
 - Motion passed 5-0.

ORDINANCE 2026-58 – *(Second Reading)*

AN ORDINANCE DECLARING REAL PROPERTY AS A TAX INCREMENTAL FINANCING (TIF) DISTRICT IN THE TERRITORIAL BOUNDARIES OF THE CITY OF NEWTON FALLS PURSUANT TO O.R.C. SECTIONS 5709.40, 5709.41 , AND 5709.43 WITH SAID DISTRICT TO INCLUDE THE LISTING OF PROPERTIES ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED BY REFERENCE.

- City Clerk Snow and City Manager Shaffer noted that approval of this ordinance needs to be postponed until at least the December 16th, 2026 meeting in order to allow time for compliance with proper hearing regulations regarding establishing TIFs by the O.R.C.
- **Rufener made a motion to postpone the vote on this ordinance until the December 16th, 2026 Council meeting, seconded by Kropp and Burke.**
 - Roll Call Vote: Rufener-yes, Stimpert-yes, Kropp-yes, Axiotis-yes, Burke-yes.
 - Motion passed 5-0.

ORDINANCE 2026-59 – *(Second Reading)*

AN ORDINANCE DECLARING REAL PROPERTY AS A TAX INCREMENTAL FINANCING (TIF) DISTRICT IN THE TERRITORIAL BOUNDARIES OF THE CITY OF NEWTON FALLS PURSUANT TO O.R.C. SECTIONS 5709.40, 5709.41 , AND 5709.43 WITH SAID DISTRICT TO INCLUDE THE LISTING OF PROPERTIES ATTACHED HERETO AS EXHIBIT “A” AND INCORPORATED BY REFERENCE.

- **Axiotis made a motion to postpone the vote on Ordinance 2026-59 until the December 16th, 2026 Council meeting, seconded by Burke and Kropp.**
 - Roll Call Vote: Stimpert-yes, Kropp-yes, Axiotis-yes, Burke-yes, Rufener-yes.
 - Motion passed 5-0.

XI. New Business

ORDINANCE 2026-60 – *(First Reading)*

AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31, 2026 AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND FILE A CERTIFICATE OF RESOURCES WITH THE COUNTY AUDITOR.

- **Rufener made a motion to adopt this ordinance, seconded by Axiotis.**
 - Roll Call Vote: Kropp-yes, Axiotis-yes, Burke-yes, Rufener-yes, Stimpert-yes.
 - Motion passed 5-0

Resolution 28-2026 – *(Second Reading)*

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE A CONTRACT WITH MYERS CONTROLELD POWER FOR THE CHURCH STREET SUBSTATION PROJECT.

- **Rufener made a motion to adopt this resolution, seconded by Burke.**
 - Roll Call Vote: Axiotis-yes, Burke-yes, Rufener-yes, Stimpert-yes, Kropp-yes.
 - Motion passed 5-0

DISCUSSION OF:

- Making a motion for Authorization for the City Manager to enter into a contract with Wood & Lamping, LLP, for the purpose of City Zoning Code Consulting and Drafting Services.
- Consideration of permanently scheduling a future work session prior to every 1st regular council meeting of the month.
- Reconsideration of Ordinance 2025-40.
- Changing of posting requirements for public hearings, passed legislation, upcoming meetings, and other public notices.
- Removal of requirement of sponsorship to allow for addition of an ordinance or resolution to an agenda.
- Implementation of tablets or laptops for Council Members
- Recommendations from the Parks and Recreation Commission on:
 - Park system codification
 - 2026 Parks & Rec Annual Spending & Implementation Plan
 - Parks & Rec Funding 2027 Reinvestment Recommendation
 - Implementation of a Volunteer program
 - Removal of Jennifer McWhirter from the Commission council of these purchases due to their expenditure amount.
- **Stimpert made a motion to suspend council rules to discuss scheduling a caucus to handle the discussion pieces on the agenda, seconded by Axiotis and Kropp.**
 - Roll Call Vote: Burke-yes, Rufener-yes, Stimpert-yes, Kropp-yes, Axiotis-yes.
 - Motion passed 5-0
 - Council Rules were suspended at 6:44p.m.
- Discussion ensued among council members about scheduling the caucus, with review of their personal calendars as well as the City's. The Law Director clarified they are free to schedule it as they see fit. The City Clerk Clarified they should not schedule this caucus or future caucuses at the time of the currently scheduled regular council meetings as it would conflict with prior posting notices, as well as potential scheduling conflicts with doing it after, to which the Law Director affirmed.

- **Stimpert made a motion to return to regular council rules, seconded by Rufener.**
 - Roll Call Vote: Rufener-yes, Stimpert-yes, Kropp-yes, Axiotis-yes, Burke-yes.
 - Motion passed 5-0
 - Council Rules were reinstated at 6:54p.m.
- **Stimpert made a motion to schedule a work session caucus meeting on November 2nd, 2026, at 6:00p.m., seconded by Axiotis.**
 - Roll Call Vote: Stimpert-yes, Kropp-yes, Axiotis-yes, Burke-yes, Rufener-yes.
 - Motion passed 5-0
- **Stimpert made a motion to move all of the discussion pieces on the agenda to the work session caucus meeting on November 2nd, 2026, at 6:00p.m., seconded by Rufener.**
 - Roll Call Vote: Kropp-yes, Axiotis-yes, Burke-yes, Rufener-yes, Stimpert-yes.
 - Motion passed 5-0

XII. Public Comments

- Charlotte Simmons of 365 Warren Road announced she will be turning in the signatures for recall petition of Councilman Axiotis to the City Clerk. After which, she asked her acquaintance to do so. She also had papers stating the reason for this recall, which Police Chief Barco handed to them.
- Julie Lemon of 609 Ridge Road thanked Jason Miner and Mike Serotko for assisting her daughter with a sting she suffered from an unknown insect. Lemon inquired about the move of the Little Red Library in the City, of which she expressed she was very displeased. She also expressed her concerns with Council's behavior. She called for Councilman Kropp to step down, citing her previous comments in the meeting.
- Jim Luonuansuu of 10 East Liberty Street thanked Sue and Pam of the City for assistance in a financial matter. Luonuansuu cited a hack of payment software for a funeral company that he works for, wondering if they could be related. Luonuansuu asked council to assist Pam and Sue in investigating the matter. Luonuansuu also asked if the City is going to push for Dunkin Donuts to be annexed into the City. Law Director VanBrocklin stated the annexation petition is prepared and has been sent, and he is awaiting its return. Luonuansuu also had questions about the Braceville water project, and asked the Finance Director questions

Hileman about the status of a credit regarding the project, to which Hileman stated she would investigate the matter.

- Samantha Kropp of 247 Elizabeth stated her desire for a distinction between disagreement of decisions and targeting someone personally. She expressed frustrations with some of the conflict around the community. She further elaborated on her desire to see a separation between disagreements of actions or decisions and personal attacks.

XIII. Closing Remarks

- Councilman Kropp stated agreement towards Samantha Kropp's public comments. Councilman Kropp also expressed he has grown tired of the conflict. Kropp stated his thoughts on the lack of community participation to run for Council.
- Axiotis stated that he made his decision to run for City Council due to his disapproval of previous City Council Members and their actions. He stated his promises of action when he became a Council Member, to which he said he had succeeded in them. Axiotis expressed shared displeasure with some of the continued conflict between the community and Council. Axiotis also stated he was dissatisfied with the list of reasons for his recall petition that was presented to him. Axiotis seconded Kropp's comments on the lack of community participation to run for Council.
- Councilman Burke called for an immediate permeant cease-fire in Palestine. Burke stated the Arab American Community Center group he is involved with has scheduled a 5k run next year. He mentioned they tried to send a container full of supplies for support, but the container was never able to be delivered. He asked for support and donations to the Arab American Community Center.

XIV. Motion to Enter into Executive Session

Motion to move into executive session per Ohio Revised Code Section 121.22 (G), for the purpose of:

 X 1. Personnel Matters: **Considering the appointment, employment, dismissal, discipline, promotion, demotion, compensation, or investigation of charges and/or complaints of an employee.**

 2. Purchase or Sale of Property

 3. Pending or Imminent Court Action

 4. Conducting or reviewing negotiations or bargaining sessions concerning compensation or

other terms and conditions of employment.

 5. Matters Required to be Kept Confidential

 6. Security Matters

- _____ 7. Hospital Trade Secretes
- _____ 8. Confidential Business Information of an Applicant for Economic Dev.
Assistance
- _____ 9. Veterans Service Commission Applications

- **Rufener made a motion to enter into executive session for the purpose of considering the appointment, employment, dismissal, discipline, promotion, demotion, compensation, or investigation of charges and/or complaints of an employee, seconded by Axiotis and Burke.**
 - Roll Call Vote: Rufener-yes, Stimpert-yes, Kropp-yes, Axiotis-yes, Burke-yes.
 - Motion passed 5-0
- Council Entered into executive session at 7:17p.m.
- **Stimpert made a motion to exit executive session, seconded by Axiotis.**
 - Roll Call Vote: Stimpert-yes, Kropp-yes, Axiotis-yes, Burke-yes, Rufener-yes.
 - Motion passed 5-0
- Council exited executive session at 8:16p.m.

XV. Adjournment

- **Stimpert made a motion to adjourn, seconded by Kropp.**
 - Roll Call Vote: Kropp-yes, Axiotis-yes, Burke-yes, Rufener-yes, Stimpert-yes.
 - Motion passed 5-0
- Council adjourned at 8:16p.m.

Mayor, David N. Hanson

ATTEST: _____
Corey A. Snow

CITY OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-60
SPONSORS: Axiotis, Rufener

ORDINANCE 2026-60

**AN ORDINANCE AUTHORIZING CERTAIN AMENDMENTS TO THE
APPROPRIATIONS FOR THE FISCAL YEAR ENDING DECEMBER 31,
2026 AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND AND
FILE A CERTIFICATE OF RESOURCES WITH THE COUNTY AUDITOR**

WHEREAS, as a result of certain occurrences, information, and expenditures, amendments to the Year 2026 Appropriations and transfers of items already appropriated for the Year 2026 are desired and required; and

WHEREAS, this Ordinance incorporates funding sources and/or expenditures that originated after the most recent Certificate of Resources was issued; and

WHEREAS, the appropriation amendments authorizes the Certificate of Resources to be filed with the Trumbull County Auditor.

**THE COUNCIL OF THE CITY OF NEWTON FALLS, STATE OF OHIO,
HEREBY ORDAINS;**

SECTION I:

That “Exhibit A” attached hereto hereby amends the current appropriations for fiscal year 2026. Any funds not listed in this exhibit shall remain intact as previously listed and appropriated.

SECTION II:

That the Village Finance Director is hereby authorized to draw warrants on the Village Treasury for payment of the foregoing appropriations upon receiving proper certification and vouchers thereof, and no salaries or wages shall be paid except to persons employed by authority of and in accordance with law or ordinance.

SECTION III:

That all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Passed in Council on October 7th, 2026.

This ordinance shall take effect on the earliest date allowed by law.

David Hanson, Mayor

Attest:

Corey Snow, Clerk of Council

Approved as to Legal Form

Gary L. VanBrocklin, Law D

EXHIBIT A
(ORDINANCE 2026-60)

2026 Appropriations: #5 CITY OF NEWTON FALLS		2026 Current Appropriations	2026 Proposed Appropriations	Difference
100 General Fund				
POLICE				
Personal Services	Legal Level	459,701.89	459,701.89	-
Other Operations	Legal Level	224,673.28	224,673.28	-
	Total:	684,375.17	684,375.17	-
Police Support				
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
	Total:	-	-	-
FIRE				
Other Operations	Legal Level	82,214.60	82,214.60	-
	Total:	82,214.60	82,214.60	-
ZONING				
Personal Services	Legal Level	86,290.78	86,290.78	-
Other Operations	Legal Level	49,627.00	49,627.00	-
	Total:	135,917.78	135,917.78	-
GENERAL ADMINISTRATION				
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	25,000.00	25,000.00	-
	Total:	25,000.00	25,000.00	-
CITY ADMINISTRATION				
Personal Services	Legal Level	67,269.58	67,269.58	-
Other Operations	Legal Level	58,043.62	58,043.62	-
	Total:	125,313.20	125,313.20	-
Council				
Personal Services	Legal Level	6,581.42	8,545.88	1,964.46
Other Operations	Legal Level	5,879.41	7,391.90	1,512.49
	Total:	12,460.83	15,937.78	3,476.95
MUNICIPAL COURT				
Personal Services	Legal Level	688,096.57	688,096.57	-
Other Operations	Legal Level	42,547.13	42,547.13	-
	Total:	730,643.70	730,643.70	-
FINANCE				
Personal Services	Legal Level	73,138.65	73,138.65	-
Other Operations	Legal Level	28,166.08	53,166.08	25,000.00
	Total:	101,304.73	126,304.73	25,000.00
BOARDS & COMMISSIONS				
Personal Services	Legal Level	500.00	500.00	-
Other Operations	Legal Level	300.00	300.00	-
	Total:	800.00	800.00	-
LAW				
Personal Services	Legal Level	24,576.17	24,576.17	-

Other Operations	Legal Level	23,286.34	76,227.61	52,941.27
	Total:	47,862.51	100,803.78	52,941.27

BUILDINGS, STREETS, LANDS, MAINTENANCE

Personal Services	Legal Level	39,743.77	39,743.77	-
Other Operations	Legal Level	192,757.02	192,757.02	-
	Total:	232,500.79	232,500.79	-

Other:

Other Operations	Legal Level	328,006.30	328,006.30	-
	Total:	328,006.30	328,006.30	-

100	Total:	2,506,399.61	2,587,817.83	81,418.22
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101	GENERAL FUND RESERV
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Other Operations	Legal Level	-	-	-
101	Total:	-	-	-

201	STREET CMR
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Personal Services	Legal Level	401,939.47	401,939.47	-
Other Operations	Legal Level	52,610.00	52,610.00	-
201	Total:	454,549.47	454,549.47	-

202	STATE HIGHWAY IMPRO
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Other Operations	Legal Level	39,500.00	39,500.00	-
202	Total:	39,500.00	39,500.00	-

203	PERMISSIVE AUTO
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Other Operations	Legal Level	85,650.00	85,650.00	-
203	Total:	85,650.00	85,650.00	-

204	PARK AND RECREATION/ Parks only
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Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	24,237.82	24,237.82	-
204	Total:	24,237.82	24,237.82	-

204	PARK AND RECREATION / Community Center
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Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	1,000.00	1,000.00	-
204	Total:	1,000.00	1,000.00	-

208	DRUG LAW ENFORCEMEN
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Other Operations	Legal Level	-	-	-
208	Total:	-	-	-

213	COMMUNITY SERVICES AND ACTIVITIES
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Other Operations	Legal Level	-	-	-
213	Total:	-	-	-

214	SR CITIZEN VAN			
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
214	Total:	-	-	-

215	INDIGENT DRIVERS			
Other Operations	Legal Level	2,000.00	2,000.00	-
215	Total:	2,000.00	2,000.00	-

216	ECONOMIC DEVELOPMEN			
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
216	Total:	-	-	-

217	ECONOMIC/HILP			
Other Operations	Legal Level	24,000.00	24,000.00	-
217	Total:	24,000.00	24,000.00	-

217	HOME IMPROVEMENT LOAN			
Other Operations	Legal Level	-	-	-
217	Total:	-	-	-

218	LAW LIBRARY			
Other Operations	Legal Level	15,000.00	15,000.00	-
218	Total:	15,000.00	15,000.00	-

219	ENFORCEMENT AND EDU			
Other Operations	Legal Level	-	-	-
219	Total:	-	-	-

220	SPECIAL LEVY POLICE			
Personal Services	Legal Level	39,000.00	39,000.00	-
Other Operations	Legal Level	622.00	622.00	-
220	Total:	39,622.00	39,622.00	-

221	INCOME TAX			
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	1,118,400.62	1,128,400.62	10,000.00
221	Total:	1,118,400.62	1,128,400.62	10,000.00

222	COURT COMPUTERIZATI			
Other Operations	Legal Level	48,500.00	78,500.00	30,000.00
222	Total:	48,500.00	78,500.00	30,000.00

223	COURT GENERAL SPECI			
Personal Services	Legal Level	118,450.00	118,450.00	-
Other Operations	Legal Level	39,500.00	39,500.00	-
223	Total:	157,950.00	157,950.00	-

224	COURT SECURITY/DIVE			
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
224	Total:	-	-	-

225	INDIGENT DRIVERS AL			
Other Operations	Legal Level	11,070.00	11,070.00	-
225	Total:	11,070.00	11,070.00	-

227	PROBATION INCENTIVE			
Other Operations	Legal Level	-	-	-
227	Total:	-	-	-

228	JUSTICE REINVESTMEN			
Other Operations	Legal Level	-	-	-
228	Total:	-	-	-

229	DRUG DIVERSION HALO			
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
229	Total:	-	-	-

230	JUSTICE REINVESTMEN			
Other Operations	Legal Level	-	-	-
230	Total:	-	-	-

231	COVID-19 FED CARES			
Other Operations	Legal Level	-	-	-
231	Total:	-	-	-

232	COURT COVID-19 TECH			
Other Operations	Legal Level	-	-	-
232	Total:	-	-	-

233	ARPA LOCAL FISCAL R			
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	-	-	-
233	Total:	-	-	-

234	ONE OHIO OPIOID SET			
Personal Services	Legal Level	-	-	-
Other Operations	Legal Level	10,000.00	33,500.00	23,500.00
233	Total:	10,000.00	33,500.00	23,500.00

400	CAPITAL IMPROVEMENT			
Other Operations	Legal Level	50,385.06	50,385.06	-
400	Total:	50,385.06	50,385.06	-

402	ROAD BUIDLING AND EQ			
Other Operations	Legal Level	-	-	-
402	Total:	-	-	-

405	FUTURE BUILDING FUND			
Other Operations	Legal Level	-	-	-
405	Total:	-	-	-

407	CITY HALL BROAD ST			
Other Operations	Legal Level	-	-	-
407	Total:	-	-	-

408	PARK FENCE CAPITAL P			
Other Operations	Legal Level	-	-	-
408	Total:	-	-	-

409	MEDLEY SEWER CAPITAL			
Other Operations	Legal Level	-	-	-
409	Total:	-	-	-

410	AMI METERING PROJECT			
Other Operations	Legal Level	-	-	-
410	Total:	-	-	-

501	WATER OPERATING			
Personal Services	Legal Level	504,047.30	504,047.30	-
Other Operations	Legal Level	1,014,180.57	1,014,180.57	-
501	Water Operating):	1,518,227.87	1,518,227.87	-

501	WATER DISTRIBUTION			
Personal Services	Legal Level	517,057.56	517,057.56	-
Other Operations	Legal Level	720,037.06	720,037.06	-
501	Water Distribution):	1,237,094.62	1,237,094.62	-

502	SEWER OPERATING			
Personal Services	Legal Level	604,894.10	604,894.10	-

Other Operations	Legal Level	1,250,418.81	1,250,418.81	-
502	Total:	1,855,312.91	1,855,312.91	-

503	ELECTRIC OPERATING
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Personal Services	Legal Level	668,142.79	668,142.79	-
Other Operations	Legal Level	5,757,687.94	5,757,687.94	-
503	Total:	6,425,830.73	6,425,830.73	-

504	STORMWATER OPERATING
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Other Operations	Legal Level	121,049.32	121,049.32	-
504	Total:	121,049.32	121,049.32	-

505	WATER OPWC ISSUE 1
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Other Operations	Legal Level	-	-	-
505	Total:	-	-	-

506	SEWER OPWC ISSUE 1
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Other Operations	Legal Level	-	-	-
506	Total:	-	-	-

507	ELECTRIC REPLACEMENT Capital Fund
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Other Operations	Legal Level	800,000.00	800,000.00	-
507	Total:	800,000.00	800,000.00	-

508	GUARANTEE TRUST
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Other Operations	Legal Level	29,800.00	29,800.00	-
508	Total:	29,800.00	29,800.00	-

510	REFUSE
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Other Operations	Legal Level	444,000.00	444,000.00	-
510	Total:	444,000.00	444,000.00	-

514	UTILITY OFFICE
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Personal Services	Legal Level	145,700.00	145,700.00	-
Other Operations	Legal Level	132,433.34	132,433.34	-
514	Total:	278,133.34	278,133.34	-

516	SEWER DEBT
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Other Operations	Legal Level	-	-	-
516	Total:	-	-	-

517	ELECTRIC DEBT
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Other Operations	Legal Level	125,702.00	125,702.00	-
517	Total:	125,702.00	125,702.00	-

519 WATER DEBT SERVICE				
Other Operations	Legal Level	125,414.71	125,414.71	-
519	Total:	125,414.71	125,414.71	-
520 SEWER RESERVE				
Other Operations	Legal Level	495,114.10	495,114.10	-
520	Total:	495,114.10	495,114.10	-
521 DEBT RETIRE 2020 BON				
Other Operations	Legal Level	2,976.41	2,976.41	-
521	Total:	2,976.41	2,976.41	-
602 EMPLOYEE BENEFITS				
Other Operations	Legal Level	725,377.00	805,377.00	80,000.00
602	Total:	725,377.00	805,377.00	80,000.00
705 TRUMBULL COUNTY CAPI				
Other Operations	Legal Level	10,000.00	10,000.00	-
705	Total:	10,000.00	10,000.00	-
706 UNCLAIMED MONIES				
Other Operations	Legal Level	-	-	-
706	Total:	-	-	-
707 FIRE CLAIMS				
Other Operations	Legal Level	38,623.46	38,623.46	-
707	Total:	38,623.46	38,623.46	-
708 SUMMER CONCERT SERIE				
Other Operations	Legal Level	-	-	-
708	Total:	-	-	-
709 FLOWER FUND				
Other Operations	Legal Level	5,826.00	6,376.00	550.00
709	Total:	5,826.00	6,376.00	550.00
710 BASKETBALL HOOP FUND				
Other Operations	Legal Level	-	-	-
710	Total:	-	-	-
711 FIRE/TWNSP FUEL				
Other Operations	Legal Level	53,756.00	53,756.00	-
711	Total:	53,756.00	53,756.00	-
Grand Total:		18,880,503.05	19,105,971.27	225,468.22

CITY OF NEWTON FALLS, OHIO ORDINANCE
NO.: 2026-61
SPONSORS: Axiotis, Kropp

ORDINANCE 2026-61

AN ORDINANCE PROHIBITING THE INSTALLATION, OPERATION, OR USE OF FLOCK SAFETY CAMERAS AND OTHER THIRD-PARTY OR PRIVATELY OPERATED AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS WITHIN THE CITY OF NEWTON FALLS; ESTABLISHING REQUIREMENTS GOVERNING MUNICIPALLY OWNED AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS; PROHIBITING THE SHARING, TRANSFER, OR EXTERNAL ACCESS OF DATA COLLECTED BY SUCH MUNICIPALLY OWNED SYSTEMS EXCEPT AS REQUIRED BY LAW; PROVIDING FOR DATA SECURITY, RETENTION, AND OVERSIGHT; AND DECLARING AN EMERGENCY.

WHEREAS, the Council of the City of Newton Falls possesses authority under the Constitution of the State of Ohio, the laws of the State of Ohio, and the Charter of the City of Newton Falls to exercise the powers of local self-government and to provide for the safety, security, privacy, and welfare of persons within the City; and

WHEREAS, automated license plate recognition technology uses cameras and associated computer systems to automatically capture images of motor vehicles and license plates and may create records containing license plate numbers, vehicle characteristics, photographs, dates, times, and geographic locations; and

WHEREAS, modern automated license plate recognition systems may permit collected information to be stored in databases, searched retrospectively, compared against lists of vehicles or license plates, and accessed or exchanged through regional, statewide, nationwide, vendor-operated, or other information-sharing networks; and

WHEREAS, the aggregation of license plate information over time may permit the movements, locations, associations, and activities of vehicles and their occupants to be analyzed or reconstructed to an extent substantially greater than would ordinarily result from isolated observation by a law-enforcement officer; and

WHEREAS, Council recognizes that automated license plate recognition technology may provide legitimate law-enforcement benefits when appropriately controlled, including assisting the Newton Falls Police Department in identifying stolen vehicles, locating vehicles associated with criminal investigations, locating missing or endangered persons, and investigating criminal activity; and

WHEREAS, Council further finds that such legitimate law-enforcement purposes must be balanced against the privacy interests and civil liberties of residents, visitors, motorists, and other persons traveling within the City; and

WHEREAS, Council is particularly concerned with systems in which license plate information collected within the City is stored, controlled, processed, accessed, distributed, or otherwise made available by a private vendor or through an external data-sharing network over which the City does not maintain exclusive control; and

WHEREAS, Council finds that information collected by surveillance equipment located within the City for municipal law-enforcement purposes should, except where disclosure is required by applicable law, remain under the custody and control of the City and the Newton Falls Police Department; and

WHEREAS, Council desires to prohibit Flock Safety cameras and substantially similar privately owned, vendor-controlled, third-party operated, or externally networked automated license plate recognition systems within the City while preserving the ability of the City to acquire, own, and operate its own automated license plate recognition equipment under appropriate safeguards; and

WHEREAS, Council finds that establishing clear restrictions before additional automated license plate recognition systems are installed or utilized within the City will provide uniform standards governing the acquisition, ownership, operation, retention, access, and disclosure of license plate information;

THE COUNCIL OF THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY ORDAINS;

SECTION I: Purpose and Legislative Intent.

The purpose of this Ordinance is to protect personal privacy, civil liberties, municipal control of law-enforcement information, and the security of data collected within the City while preserving the ability of the Newton Falls Police Department to utilize municipally owned automated license plate recognition technology for legitimate law-enforcement purposes.

It is the intent of Council that automated license plate recognition information collected through equipment located within or operated by the City remain under the custody and control of the City and not become part of a privately controlled, commercially operated, regional, statewide, nationwide, or other external license plate information network except as expressly required by applicable law.

SECTION II: Definitions.

For purposes of this Ordinance:

- (A) **“Automated License Plate Recognition System” or “ALPR System”** means any camera, optical device, sensor, computer system, software, database, communications system, or combination thereof that automatically or substantially automatically captures, photographs, records, reads, recognizes, interprets, converts, identifies, stores, compares, searches, or otherwise processes motor vehicle license plates or vehicle identifying information.

- (B) **“ALPR Data”** means any information collected, generated, derived, associated with, or maintained by an ALPR System, including license plate numbers; photographs or images of vehicles or license plates; vehicle characteristics; date, time, or location information; direction of travel; associated metadata; search records; alerts; detections; and information derived from or associated with such records.
- (C) **“Third-Party ALPR System”** means an ALPR System that is owned, leased, operated, hosted, maintained, controlled, administered, or substantially managed by a person or entity other than the City of Newton Falls, or through which ALPR Data collected within the City is made routinely accessible to a person or entity other than authorized personnel of the Newton Falls Police Department.
- (D) **“Flock Safety Camera”** means any ALPR System, camera, equipment, software, database, service, or substantially similar technology provided, operated, hosted, maintained, or controlled by Flock Safety or any successor, affiliate, subsidiary, assignee, or substantially similar provider.
- (E) **“Municipally Owned ALPR System”** means an ALPR System in which the cameras and principal equipment used to capture license plate information are owned by the City of Newton Falls and the City maintains control over the collection, access, use, retention, and disclosure of ALPR Data.
- (F) **“External Entity”** means any person, governmental agency, law-enforcement agency, political subdivision, federal or state agency, private business, contractor, vendor, association, organization, database, network, fusion center, or other entity other than the City of Newton Falls and authorized personnel of the Newton Falls Police Department.

SECTION III: Prohibition of Flock Safety and Third-Party ALPR Systems.

Except as expressly authorized by this Ordinance, no department, office, board, commission, employee, officer, agent, contractor, or representative of the City shall purchase, lease, subscribe to, contract for, install, operate, maintain, activate, or utilize:

- (A) a Flock Safety Camera;
- (B) a Third-Party ALPR System;
- (C) an ALPR System through which ALPR Data collected within the City is automatically or routinely transmitted to, stored within, controlled by, or made accessible through an external database or information-sharing network; or
- (D) any substantially similar camera, system, service, or technology regardless of the commercial name, manufacturer, vendor, ownership arrangement, technological architecture, or terminology used to describe the system.

The applicability of this Ordinance shall be determined according to the actual function, ownership, operation, data storage, access, and information-sharing capabilities of the system and not solely according to the name or description assigned to the technology.

SECTION IV: Municipally Owned ALPR Systems Permitted.

Nothing contained in this Ordinance shall prohibit the City from purchasing, owning, installing, maintaining, or operating its own ALPR System for use by the Newton Falls Police Department. Any Municipally Owned ALPR System shall be operated solely for legitimate municipal law-enforcement and public-safety purposes and shall remain under the administrative control of the Newton Falls Police Department.

The City shall maintain control over system configuration, authorized users, access privileges, data retention, searches, and disclosure to the fullest extent technologically and legally practicable.

SECTION V: Prohibition Against External Data Sharing.

ALPR Data collected through a Municipally Owned ALPR System shall be for the exclusive use of the Newton Falls Police Department and shall not be voluntarily shared, transferred, transmitted, disseminated, published, sold, licensed, exchanged, provided, uploaded, synchronized, or otherwise made accessible to any External Entity. Without limiting the foregoing prohibition:

- (A) ALPR Data shall not be automatically uploaded to or shared through any regional, statewide, nationwide, commercial, vendor-operated, or privately administered ALPR database or network;
- (B) no External Entity shall be provided direct, standing, continuous, subscription-based, credential-based, or automated access to the City's ALPR Data;
- (C) the City shall not participate in an automatic ALPR data-sharing arrangement through which another law-enforcement agency, governmental entity, private entity, vendor, or other organization may independently search ALPR Data collected by the City;
- (D) ALPR Data shall not be sold, licensed, monetized, used for commercial purposes, or provided for advertising, marketing, analytics, consumer profiling, or other non-law-enforcement purposes; and
- (E) No contractor or technology provider shall acquire an independent ownership interest in ALPR Data collected on behalf of the City.

Nothing contained in this Section shall prohibit disclosure when specifically required by applicable state or federal law, a valid warrant, subpoena, court order, or other legally binding judicial processes.

Any disclosure required by law shall be limited to the information legally required to be disclosed and shall not be construed as authorization for continuing, direct, or automated access to the City's ALPR System or database.

SECTION VI: Authorized Uses.

A Municipally Owned ALPR System may be used by authorized Newton Falls Police Department personnel for legitimate law-enforcement or public-safety purposes, including:

- (A) locating stolen or wanted vehicles;
- (B) locating vehicles reasonably believed to be associated with criminal activity;
- (C) locating missing, endangered, abducted, or vulnerable persons;
- (D) assisting in the investigation of criminal offenses;
- (E) identifying vehicles associated with an AMBER Alert, Silver Alert, Blue Alert, or comparable public-safety notification;
- (F) investigating a specific incident where vehicle information may constitute evidence;
- (G) protecting persons or property when a legitimate law-enforcement purpose exists; and
- (H) other lawful law-enforcement activities consistent with this Ordinance and applicable law.

The system shall not be used solely to monitor or record participation in constitutionally protected activities, including lawful political activity, religious activity, assembly, association, speech, or peaceful protest.

SECTION VII: Access and Security.

Access to ALPR Data shall be restricted to authorized Newton Falls Police Department personnel whose official duties reasonably require such access.

The Police Department shall establish reasonable administrative, technical, and physical safeguards designed to prevent unauthorized access, disclosure, alteration, loss, or misuse of ALPR Data.

Where technologically available, the system shall maintain an audit record identifying searches, access to stored data, and other material user activity.

User credentials shall not be shared with persons who are not authorized to access the system.

SECTION VIII: Data Retention.

ALPR Data shall not be retained longer than reasonably necessary to accomplish legitimate law-enforcement purposes and shall be maintained and destroyed in accordance with applicable law and the City's duly adopted records-retention schedules.

Council may establish by subsequent legislation a specific maximum retention period applicable to ALPR Data.

Nothing contained in this Section shall require destruction of information that has become evidence in a criminal investigation, prosecution, court proceeding, or other matter for which retention is required by applicable law.

SECTION IX: Vendor and Contractor Restrictions.

The City shall not enter into a contract for a Municipally Owned ALPR System unless the applicable agreement, to the extent relevant to the technology or service being provided, preserves the City's control over ALPR Data and is consistent with this Ordinance. No contract shall authorize a vendor or contractor to:

- (A) sell or commercially exploit City ALPR Data;
- (B) independently disclose City ALPR Data to another entity;
- (C) incorporate City ALPR Data into a commercially available or generally searchable database;
- (D) grant another customer or governmental agency independent access to City ALPR Data;
or
- (E) retain City ALPR Data following expiration of the applicable retention period or termination of the contract except where required by applicable law.

A vendor may have such temporary technical access as is reasonably necessary to maintain, secure, repair, or support the system, provided such access does not authorize the vendor to use, disclose, distribute, or independently retain ALPR Data.

SECTION X: Existing Agreements and Equipment.

Following the effective date of this Ordinance, no City department or official shall renew, extend, materially amend, or enter into a new agreement prohibited by this Ordinance.

Any existing City agreement involving a Flock Safety Camera or Third-Party ALPR System shall be reviewed by the City Manager and Law Director to determine the City's contractual obligations and the earliest lawful date upon which the agreement may be terminated or allowed to expire.

To the fullest extent permitted by existing contractual obligations and applicable law, any prohibited system shall cease collecting ALPR Data within the City as soon as reasonably practicable.

Nothing contained herein shall be construed to impair an existing lawful contractual obligation of the City.

SECTION XI: Private and Non-Municipal Systems.

Nothing contained in this Ordinance shall be construed to regulate ordinary residential, commercial, institutional, or business security cameras that may incidentally photograph motor vehicles or license plates but that do not constitute an Automated License Plate Recognition System as defined herein.

The prohibition established by this Ordinance is directed toward automated or substantially automated systems designed to identify, catalog, search, compare, track, or create databases of license plate information.

To the extent permitted by applicable law, the City shall not authorize the installation of a Third-Party ALPR System upon City-owned property, City-controlled property, municipal utility infrastructure, municipal buildings, municipal rights-of-way, or other property under the control of the City.

SECTION XII: No Circumvention.

No system otherwise subject to this Ordinance shall be excluded merely because:

- (A) The equipment is described as a security camera, public-safety camera, vehicle-recognition camera, intelligent camera, traffic camera, smart camera, investigative camera, surveillance system, or another technological term;
- (B) license plate recognition constitutes only one feature of a larger camera or software system;
- (C) images are processed by artificial intelligence, machine learning, optical character recognition, cloud computing, or another technological method;
- (D) the camera equipment and database are owned or controlled by different entities; or
- (E) data is technically stored by a vendor while the City maintains user access.

Separate technological components shall be considered collectively where their integrated function constitutes an Automated License Plate Recognition System.

SECTION XIII: Compliance and Oversight.

The Chief of Police shall be responsible for ensuring that any Municipally Owned ALPR System is operated in accordance with this Ordinance.

The Chief of Police may establish written departmental policies and procedures governing authorized use, user access, system security, retention, audit procedures, and other operational matters consistent with this Ordinance.

Nothing in an administrative policy may authorize data sharing, external access, or a use otherwise prohibited by this Ordinance.

SECTION XIV: Rules of Construction.

This Ordinance shall be interpreted in a manner consistent with the Constitution of the United States, the Constitution of the State of Ohio, the Newton Falls Charter, applicable provisions of the Ohio Revised Code, and other applicable law.

Nothing contained herein shall be construed to prohibit a disclosure specifically required by state or federal law, a court of competent jurisdiction, or valid judicial process.

Nothing contained herein shall prohibit a Newton Falls police officer from communicating information learned during a lawful investigation to another law-enforcement agency when otherwise authorized or required by law, provided that such communication does not grant the receiving entity direct, continuing, or automated access to the City's ALPR database.

The definitions and provisions contained herein shall be interpreted according to the actual function and operation of the applicable technology in order to prevent circumvention through terminology, technological configuration, ownership structure, or contractual arrangement.

SECTION XV: Open Meetings.

Council finds and determines that all formal actions concerning and relating to the adoption of this Ordinance were taken in an open meeting of Council and that all deliberations of Council and its committees that resulted in such formal action were conducted in compliance with applicable law, including Section 121.22 of the Ohio Revised Code.

SECTION XVI: Severability.

If any section, subsection, paragraph, sentence, clause, phrase, definition, or provision of this Ordinance is determined by a court of competent jurisdiction to be invalid, unconstitutional, preempted, or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

SECTION XVII: Emergency Clause.

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, privacy, security, and welfare.

The specific facts constituting the emergency are that automated license plate recognition systems possess the capability to continuously collect and retain information concerning vehicles traveling within the City; modern ALPR systems may permit such information to be transmitted, aggregated, searched, or accessed through databases and information-sharing networks outside the direct control of the City; the City presently lacks comprehensive legislative standards governing the ownership, operation, retention, external access, and disclosure of such information; and immediate effectiveness is necessary to establish clear restrictions before additional systems, contracts, data-sharing arrangements, or expectations concerning access to such information are established.

Passed in Council on October 21st, 2026.

This ordinance shall take effect on the earliest date allowed by law.

David Hanson, Mayor

Attest:

Corey Snow, Clerk of Council

Approved as to Legal Form

Gary L. VanBrocklin, Law D

CITY OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-62
SPONSORS: Rufener, Kropp

ORDINANCE 2026-62

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A
CONTRACT WITH SUNDANCE SYSTEMS, INC. AND DECLARING AN
EMERGENCY.**

WHEREAS, Trumbull County and TC911 are replacing ID Networks with Sundance Systems, Inc., as the Cad/Reporting System; and

WHEREAS, the quotation for these services is good until November 1, 2026; and

WHEREAS, Judge Philip Vigorito has agreed to contribute funds to this contract for \$1,200.00 annually.

**THE COUNCIL OF THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY
ORDAINS;**

SECTION I:

The City Manager is authorized to execute the contract with Sundance Systems, Inc., which is attached as Exhibit “A” and adopted by reference, as if fully rewritten.

SECTION II:

This Ordinance is declared to be an emergency for the promotion of the health, welfare, and safety of the citizens of the City of Newton Falls. Specifically, this contract must be signed prior to the expiration of the Quotation for Services, a copy of which is attached as Exhibit “B” and adopted by reference as if fully rewritten.

SECTION III:

That all formal actions of this Council concerning and relating to this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council and any of its committees that resulted in such formal actions were taken in meetings open to the public and/or in compliance with all legal requirements including Section 121.22 of the Ohio Revised and the Charter of the Village of Newton Falls, Ohio

Passed in Council _____, 2026.

This ordinance shall take effect on the earliest date allowed by law.

David Hanson, Mayor

Attest:

Corey Snow, Clerk of Council

Approved as to Legal Form

Gary L. VanBrocklin, Law D

EXHIBIT A
(Ordinance 2026-62)

APPLICATION HOSTING AGREEMENT SUNDANCE SYSTEMS, INC.

This Application Hosting Agreement ("Agreement"), dated 10-8-24 is a legal Agreement between NEWTON FAIRY PD, 19 P CANAL ST, NEWTON FAIRY, ON 44444 ("Customer") and Sundance Systems, Inc., (Licensor/Hostee) together with its employees, officers, directors, agents, successors with its principal offices at 8001 Sweet Valley Dr., Valley View, OH 44125 which covers the hosting for Sundance Systems Inc., Software including any templates of compliance standards which have been licensed to Customer by Sundance Systems, Inc. under an End User License Agreement ("Service").

Sundance Systems, Inc. agrees to provide Service to Customer and Customer agrees to pay Sundance Systems, Inc. for Service subject to the following terms and conditions:

1. Term, Renewal and Termination:

- a. This effective date of this Agreement shall be the date on which Customer is first notified by a Sundance Systems, Inc. invoice of Service availability.
- b. This Agreement shall be for an initial term of twelve (12) months.
- c. This Agreement shall be automatically renewed for twelve (12) months, unless terminated by either party by giving forty-five (45) days written notice to the other party prior to expiration of the initial term or any successive term.
- d. No later than thirty (30) days prior to termination of Service, Customer shall advise Sundance Systems, Inc. as to the disposition of any Customer data that is stored as part of Service. Sundance Systems, Inc. shall arrange for transfer in electronic format of such data to Customer no later than thirty (30) days after termination of service after which Customer data shall be archived by Sundance Systems, Inc. for an indefinite period. In the event no disposition instructions are provided, or payment of the service charge is not made, any Customer data shall be returned to customer directly by Sundance Systems, Inc. on termination. The data will be returned to customer via any means determined Sundance Systems.
- e. If the customer decides to terminate this contract with in the first year of service, Sundance will refund any money collected minus costs sustained for the initial setup/installation/project management/custom programming/ incurred by Sundance Systems, Inc. After the first year, in the event of early termination by Customer, Customer agrees to pay Sundance Systems, Inc. for any months remaining in the term.

2. Fees and Payments

- a. Fees for the Service term and any associated services shall be invoiced in advance and shall be payable on receipt or in accordance with any payment terms that are included on the invoice.
- b. If payment is not made within thirty (30) days of the invoice date, a one and one-half percent (1.5%) per month interest charge shall be assessed until date of payment. If payment is not

made within sixty (60) days of the invoice date, Sundance Systems, Inc. reserves the right to terminate service and return all stored Customer data to Customer.

3. Services Provided:

- a. Sundance Systems, Inc. shall host software applications described in Exhibit "A" of the agreement.
- b. Sundance Systems, Inc. shall provide Customer with application level access to Software via an internet Uniform Resource Locator (URL) together with a User ID and password. No direct access to server hardware, operating system, database management system or other system resources shall be provided.
- c. Sundance Systems, Inc. shall store all Customer data created and managed by Software, including files, text and parameters; data shall be backed-up on a separate storage system at regular daily intervals.
- d. The amount of storage and monthly network data transfer available to Customer shall not exceed one hundred gigabytes (100GB) and twenty-five gigabytes (25GB) respectively, unless otherwise agreed in writing by Sundance Systems, Inc.
- e. Sundance will perform all system maintenance, operating system patching, replacement of hardware, and backup of all customer data unless the customer chooses to do so or hires another firm to establish their backups, at which point Sundance is not responsible for customers data..
- f. Sundance is responsible for securing and protecting the servers and networks they are hosting, and any data theft and or loss from these systems is the responsibility of Sundance.

4. Service Levels:

- a. The following sets forth the metrics by which the parties will measure Sundance's performance of the Hosting Services. If a Service Level Fault occurs for any individual service level metric more than twice in any twelve (12) month period, such breaches will be deemed not to be curable and Customer shall have the immediate right to terminate the Agreement. A "Service Level Default" shall occur when Sundance fails to meet any individual service level metric provided in this section during any given month.
- b. Service Level Metric: Availability of the Sundance Software for the Customer to use will be provided 24 hours per day, 7 days per week and 365 days per year excluding scheduled system maintenance, down time caused by a Force Majeure Event, and any other mutually agreed upon down time.
- c. Service Level Guarantee: Excluding scheduled downtime, our service level is guaranteed to be **99.99%** for any given month.

4. Authorized Usage:

- a. Customer agrees that access to Service shall be restricted to Customer employees or authorized agents.
- b. Customer shall use commercially reasonable efforts to protect User IDs and passwords.
- c. Customer agrees that authorized Sundance Systems, Inc. support personnel may access system as required to diagnose and resolve technical issues.

5. Limited Warranty:

- a. Sundance Systems, Inc. warrants that the Service will conform substantially in accordance with the Service Levels stated in section (4) of this document. Customer acknowledges that Sundance Systems, Inc. does not warrant that the Service shall be uninterrupted or error-free.

6. Customer Remedies:

- a. Sundance Systems, Inc.'s entire liability and Customer's exclusive remedy shall be as defined in this Agreement. No other remedies are provided to Customer under this Agreement.

7. NO OTHER WARRANTIES:

- a. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUNDANCE SYSTEMS, INC. DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED. BY WAY OF EXAMPLE BUT NOT LIMITATION, WITH RESPECT TO THE SOFTWARE AND ANY ACCOMPANYING USER DOCUMENTATION AND MEDIA, SUNDANCE SYSTEMS, INC. MAKES NO REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS.

8. NO LIABILITY FOR CONSEQUENTIAL DAMAGES:

- a. Except as otherwise set forth herein, and to the extent permitted by Ohio Law, each party agrees to be liable for the acts and omissions of its own officers, employees, and agents engaged in the scope of their employment arising under this Agreement, and each party hereby agrees to be responsible for any and all liability, claims, costs, expenses, or damages arising from any claim with respect to that party's role in connection with this Agreement. The parties agree that nothing in this provision shall be constructed as a waiver of the various immunities provided under federal or state law, including but not limited to those immunities provided by Ohio Revised Code Chapter 2744.

9. Prior Agreements:

a. This Agreement overrides all prior written and oral communications regarding the Service and sets out the entire agreement between Sundance Systems, Inc. and you, the Customer. You irrevocably waive any right you may have to claim damages or to rescind (in the case of misrepresentation) the Agreement for any misrepresentation or warranty not set out in this Agreement unless such misrepresentation or warranty was made fraudulently.

10. No Waiver:

a. Any failure by either party to exercise an option or right conferred by this Agreement shall not of itself constitute or be deemed a waiver of such option or right.

11. Severability:

a. If any provision in this Agreement is declared void or unenforceable by any judicial or administrative authority this shall not nullify the remaining provisions of this Agreement which shall remain in full force and effect.

12. Governing Law:

a. This agreement shall be governed by and construed under the laws of the State of Ohio and the venue for dispute relating to the subject matter of this agreement will be appropriate court in Trumbull County and the party's consent and agree that such jurisdiction and venue of such proceeding shall lie exclusively with such court.

13. General:

a. Should you have any questions concerning this Agreement, or if you desire to contact Sundance Systems, Inc. for any reason, please write: Sundance Systems, Inc., 8001 Sweet Valley Drive, Valley View, Ohio 44125.

14. Customer Data:

a. All data, records, photos, or other information stored by Sundance on behalf of the customer, it's member agencies, partners and or subsidiaries is the real property wholly owned by the customer and will be returned at the termination of this agreement, or as requested.

15. Annual Rate:

a. See attached quote for payment terms and annual rate. The annual rate is locked for a five (5) Year Lock period as of the contract date. (Does not include any additional workstations/licenses/data space usage/or other software product offerings or purchases, which could change the amount of the annual hosting fee)

16. Security Addendum:

Newton Falls PD and Sundance Systems, Inc., upon notification and pursuant to Paragraph/Section No "A" (See attached Exhibited A Security Addendum) of that certain contract entered into by these parties, includes the following:

Access to and use of criminal history record information and other sensitive information maintained in LEADS and FBI-Managed Criminal Justice information systems by Sundance Systems, Inc. are subject to the following restrictions:

- a. The Security Addendum appended hereto (Exhibit A), which is incorporated by reference and made part thereof as if fully appearing herein.

Sundance Systems, Inc.

By: *Barrie Sava*

Its Authorized Agent

Date: 10-8-24

Customer:

By: _____

Its Authorized Agent

Date: _____

Exhibit A

See Attached Security Addendum titled Appendix H

Federal Bureau of Investigational Criminal Justice Information Services Security Addendum

APPENDIX H: SECURITY ADDENDUM

89023The following pages contain the legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (pages 153-155); the Security Addendum itself (pages 156-158); and the Security Addendum Certification (page 159).

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

**Legal Authority for and Purpose and Genesis of the
Security Addendum**

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.

We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The

agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General).

The security addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

- a. Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:
 - 1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.
 - 2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and
 - 3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall

specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES**

SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization, or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CJA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

N/A
Printed Name/Signature of Contractor Employee

Date

Bernie Souza / Bernie Souza
Printed Name/Signature of Contractor Representative

10-8-26
Date

SUNDANCE SYSTEMS, INC - TREAS
Organization and Title of Contractor Representative

Sundance Systems, Inc.

Valley View, OH 44125

Ph# 1-216-328-8551

Fx# 1-216-328-0854

Invoice

DATE	INVOICE #
10/8/2026	98-5967

BILL TO
Newton Falls PD 19 North Canal Street Newton Falls, Ohio 44444 Chief Barco

SHIP TO

P.O. NO.	TERMS	DUE DATE	REP	PROJECT
		10/8/2026		First qarterly 2026

ITEM	DESCRIPTION	QTY	RATE	SERVICED	DISCOUNT	AMOUNT
Support	Hosted Software 1St Quarter 10/1/26-12/31/26	1	1,900.00			1,900.00
	See attached quote Hosted Police Software to be invoiced Quarterly Sales Tax		8.00%			0.00
Total						\$1,900.00



Quotation

Valid Till: Nov 1, 2026
Quote Number : 20260930b
Modified Time: Sep 30, 2026 10:37 AM

Sundance Systems, Inc.
8001 Sweet Valley Rd. Suite 5
Valley View, OH 44125
Phone: (216) 328-8551 Fax:

Quotation Description:
Hosted RMS - Newton Falls PD

Quotation For:
Chief John Barco
Newton Falls PD
19 North Canal Street
Newton Falls, Ohio 44444

Payment Terms:
Need down 1/4 down payment.

Payment Schedule:
1st Payment - \$1,900.00
2nd Payment - \$1,900.00
3rd Payment - \$1,900.00
4th Payment - \$1,900.00

=====

First year total: \$7,660.00

Yearly Recurring total: \$1,260.00

Product Name	Description	Qty	List Price	Total
Hosted RMS - NO STATE QUERY (\$35 x 12Mnth)	Hosted RMS comes with E-Storage and Stat Reports	3	\$ 420.00	\$ 1,260.00
	Base Functionality Included with RMS System			
	Modules:			
	- Accident - OH1 (Uploads to the state)			
	- Arrest/Booking			
	- Business file			
	- Case Management			
	- Citations with E-Tickets			
	- Civil Processing			
	- Contacts/Rolodex			
	- Criminal abatement tracking			
	- Employee File			
	- Employee Training File			
	- Employee Qualifications			
	- Employee Evaluations			
	- Evidence/Property Room Management			
	- Estorage (Document Management System)			
	- FIR (Field Interviews)			
	- Fixed Assets (Vehicle Maintenance)			
	- House Check			
	- Incident Reports			
	- Jail Management			
	- Jail Cell Maintenance			
	- Jail Commissary			
	- Jail Phone Log			
	- Jail Meal Log			
	- Jail Medical Log			
	- Jail Visitor Log			
	- K9 Module			
	- Master Name Index			
	- Master Vehicle Index			
	- Master Search (People, Vehicles and Property)			
	- Minor Misdemeanor Tickets			
	- Offence Codes (ORC pre-loaded)			
	- Paging/Text interface			
	- Parking Citations with warning and late letters etc.			

Product Name	Description	Qty	List Price	Total
	- Report administration and workflow - Residence File - Receipt log - Statistical reports - Tow File - Warnings - Warrants General/Shared Functionality: - Each module integrates with the master name index - Each module integrates with the master vehicle index - Each module integrates with the master searches - Security is completely configurable by user and group - LEADS integration (with mobile) - System comes pre-loaded with ORC codes - Every RMS module can be ran remotely in an MDT. - E-Storage integrates with each module - Spell check works in each module - Each module export to PDF and Excel Integration Included: - Court Interface (OHSP compliant) - LEADS/NCIC - Matrix Prosecutor Interface - OIBRS/NIBRS - OLLEISN/OHLEG - Sundance Data Sharing System - Traffic Accident Upload - Traffic Citations Upload Electronic Document Storage - Sundance Document Management System - Handles any type of digital information - Connects and integrates with all Sundance modules. Statistical Reports Include - Over 200 reports and graphs included with module - Shift reports – Detailed call information with dispatch times and descriptions - Alarm Drops – Alarms received, broken down by location - Call Activity – Calls by date and time - Call Activity – Number of calls handled, broken down by hour and day - Calls by Address - Calls Received – Calls received in CAD, broken down by call type - Call Received by Dispatcher – Breakdown of number of calls by dispatcher - Calls Received by How Received – Number of calls received, broken down by how received - Officer Activity reports			
Easy Street Draw (\$500)	Accident Diagram Drawing Program	1	\$ 500.00	\$ 500.00
Hosted LES Setup \$300 Per Device (One Time Fee)	Project Management & Installation - Assigned Project Manager - Setup SQL Server - Setup IIS Server - Load default configuration options - Work with customer to test and setup installed system - Work with LEADS staff to setup connection Training Includes: - Agency tailored instruction & class structure - Online documentation - Online training videos	3	\$ 300.00	\$ 900.00
Data Conversion Hourly Rate (\$125 Hr)	ID Networks Data Conversion	40	\$ 125.00	\$ 5,000.00
Sub Total				\$ 7,660.00
Discount				\$ 0.00
Tax				\$ 0.00
Adjustment				\$ 0.00
Grand Total				\$ 7,660.00

Comments or Special Instructions:

Workstations and MDTs must be Windows 10 and above. Prices quoted are for the first year.

Signature:

Prof John Barw

Date:

10-7-26

PO#:



EXHIBIT B
(Ordinance 2026-62)

Quotation

Valid Till: Nov 1, 2026
Quote Number : 20260930b
Modified Time: Sep 30, 2026 10:37 AM

Sundance Systems, Inc.
8001 Sweet Valley Rd. Suite 5
Valley View, OH 44125
Phone: (216) 328-8551 Fax:

Quotation Description:
Hosted RMS - Newton Falls PD

Quotation For:
Chief John Barco
Newton Falls PD
19 North Canal Street
Newton Falls, Ohio 44444

Payment Terms:
Need down 1/4 down payment.

Payment Schedule:
1st Payment - \$1,900.00
2nd Payment - \$1,900.00
3rd Payment - \$1,900.00
4th Payment - \$1,900.00

=====

First year total: \$7,660.00

Yearly Recurring total: \$1,260.00

Product Name	Description	Qty	List Price	Total
Hosted RMS - NO STATE QUERY (\$35 x 12Mnth)	Hosted RMS comes with E-Storage and Stat Reports Base Functionality Included with RMS System Modules: - Accident - OH1 (Uploads to the state) - Arrest/Booking - Business file - Case Management - Citations with E-Tickets - Civil Processing - Contacts/Rolodex - Criminal abatement tracking - Employee File - Employee Training File - Employee Qualifications - Employee Evaluations - Evidence/Property Room Management - Estorage (Document Management System) - FIR (Field Interviews) - Fixed Assets (Vehicle Maintenance) - House Check - Incident Reports - Jail Management - Jail Cell Maintenance - Jail Commissary - Jail Phone Log - Jail Meal Log - Jail Medical Log - Jail Visitor Log - K9 Module - Master Name Index - Master Vehicle Index - Master Search (People, Vehicles and Property) - Minor Misdemeanor Tickets - Offence Codes (ORC pre-loaded) - Paging/Text interface - Parking Citations with warning and late letters etc.	3	\$ 420.00	\$ 1,260.00

Product Name	Description	Qty	List Price	Total
	- Report administration and workflow - Residence File - Receipt log - Statistical reports - Tow File - Warnings - Warrants General/Shared Functionality: - Each module integrates with the master name index - Each module integrates with the master vehicle index - Each module integrates with the master searches - Security is completely configurable by user and group - LEADS integration (with mobile) - System comes pre-loaded with ORC codes - Every RMS module can be ran remotely in an MDT. - E-Storage integrates with each module - Spell check works in each module - Each module export to PDF and Excel Integration Included: - Court Interface (OHSP compliant) - LEADS/NCIC - Matrix Prosecutor Interface - OIBRS/NIBRS - OLLEISN/OHLEG - Sundance Data Sharing System - Traffic Accident Upload - Traffic Citations Upload Electronic Document Storage - Sundance Document Management System - Handles any type of digital information - Connects and integrates with all Sundance modules. Statistical Reports Include - Over 200 reports and graphs included with module - Shift reports – Detailed call information with dispatch times and descriptions - Alarm Drops – Alarms received, broken down by location - Call Activity – Calls by date and time - Call Activity – Number of calls handled, broken down by hour and day - Calls by Address - Calls Received – Calls received in CAD, broken down by call type - Call Received by Dispatcher – Breakdown of number of calls by dispatcher - Calls Received by How Received – Number of calls received, broken down by how received - Officer Activity reports			
Easy Street Draw (\$500)	Accident Diagram Drawing Program	1	\$ 500.00	\$ 500.00
Hosted LES Setup \$300 Per Device (One Time Fee)	Project Management & Installation - Assigned Project Manager - Setup SQL Server - Setup IIS Server - Load default configuration options - Work with customer to test and setup installed system - Work with LEADS staff to setup connection Training Includes: - Agency tailored instruction & class structure - Online documentation - Online training videos	3	\$ 300.00	\$ 900.00
Data Conversion Hourly Rate (\$125 Hr)	ID Networks Data Conversion	40	\$ 125.00	\$ 5,000.00
			Sub Total	\$ 7,660.00
			Discount	\$ 0.00
			Tax	\$ 0.00
			Adjustment	\$ 0.00
			Grand Total	\$ 7,660.00

Comments or Special Instructions:

Workstations and MDTs must be Windows 10 and above. Prices quoted are for the first year.

Signature:

Chief John Barw

Date:

10-7-26

PO#:

CITY OF NEWTON FALLS, OHIO
ORDINANCE NO.: 2026-63
SPONSORS: Stimpert, Axiotis

ORDINANCE 2026-63

**AN ORDINANCE AMENDING SECTIONS 1501.01 AND 1501.04 OF THE CODIFIED
ORDINANCES AND DECLARING AN EMERGENCY**

**THE COUNCIL OF THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY
ORDAINS;**

SECTION I:

Section 1501.01 of the Codified Ordinances of the City of Newton Falls is amended to read:

“1501.01 ADOPTION.

The City of Newton Falls adopts the Ohio State Fire Code as authorized in Section 3737.82 of the Revised Code and any amendments of Section 3737.82. Further the City of Newton Falls adopts the Ohio State Fire Code as promulgated by the State Fire Marshal, and set forth in the Ohio Administrative Code, Sections 1301:7-7-09 et. seq., and any amendments thereto.

SECTION II:

Section 1501.04 of the Codified Ordinances of the City of Newton Falls is amended to read:

“1501.04 ENFORCEMENT

The Fire Chief of the Newton Falls Joint Fire District or any firefighter of the Newton Falls Joint Fire District that is a licensed fire inspector, are authorized to enforce the Ohio State Fire Code in the City of Newton Falls.

SECTION III:

This ordinance is declared to be an emergency for the promotion of the health, safety, and welfare of the citizens of Newton Falls, Ohio. Specifically, the authorized fire code in the City Fire Code is fifteen years old and is seriously out of date. Further the City if a member of a Joint Fire District and the Fire Chief and any of his designees should enforce the Fire Code in Newton Falls, Ohio.

SECTION IV:

That all formal actions of this Council concerning and relating to this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council and any of its committees that resulted in such formal actions were taken in meetings open to the public and/or in compliance with all legal requirements including Section 121.22 of the Ohio Revised and the Charter of the Village of Newton Falls, Ohio

Passed in Council _____, 2026.

This ordinance shall take effect on the earliest date allowed by law.

David Hanson, Mayor

Attest:

Corey Snow, Clerk of Council

Approved as to Legal Form

Gary L. VanBrocklin, Law D

CITY OF NEWTON FALLS, OHIO
RESOLUTION NO.: 29-2026
SPONSORS: Burke, Axiotis

RESOLUTION 29-2026

**A RESOLUTION EXPRESSING SYMPATHY FOR THE INNOCENT CIVILIANS
VICTIMIZED BY THE ONGOING VIOLENCE IN ISRAEL AND GAZA;
CONDEMNING VIOLENCE OF ANY KIND; AFFIRMING NEWTON FALLS' STATUS
AS A WELCOMING COMMUNITY FOR THESE OF THE JEWISH AND ISLAMIC
REGIONS AND ANY OTHER RELIGIONS; ENCOURAGING RESIDENTS TO OFFER
SUPPORT AND SINCERE CONDOLENCES TO MEMBERS OF THE JEWISH AND
PALESTINIAN COMMUNITIES OF NEWTON FALLS AND ALL OVER THE
WORLD.**

WHEREAS, on October 7th, 2023, more than 1,200 people were brutally murdered in Israel, including many women and children, hundreds were taken hostage; and

WHEREAS, since October 7th, 2023, the Health Ministry of Gaza has reported the deaths of over 30,000 Palestinians, many of whom are children, due to this violence, and nearly the entire population have been displaced; and

WHEREAS, on March 25th, 2024, the United Nations Security Council passed Resolution 2728, reiterating its demand that all parties comply with international law, deploring all attacks against civilians and all acts of terrorism, recalling that the taking of hostages is prohibited under international law, expressing deep concern about the catastrophic humanitarian situation in the Gaze Strip, acknowledging the ongoing diplomatic efforts aimed at reaching cessation of hostilities, releasing the hostages and increasing the distribution of humanitarian aid, demanding an immediate ceasefire, demanding the immediate and unconditional release of all hostages, emphasizing the urgent need to expand the flow of humanitarian assistance to and reinforce the protection of civilians on both sides of the conflict; and

WHEREAS, the citizens of Newton Falls wish to condemn any acts of violence both in our communities and around the world and express their deepest condolences to all those affected by this tragedy; and

WHEREAS, we believe the vast majority of Israelis, Palestinians, Jews, Muslims, as well as the citizens of Newton Falls and citizens of the world, desire permanent peace; and

WHEREAS, the Jewish and Palestinian communities of Newton Falls are cherished and integral to our City, with rich histories and contributions to Newton Falls over many years; and

WHEREAS, the City of Newton Falls is committed to listening to, encouraging, uplifting, and building a brighter future with our Palestinian and Jewish communities.

THE COUNCIL OF THE CITY OF NEWTON FALLS, STATE OF OHIO, HEREBY RESOLVES:

SECTION I:

That the Council for the City of Newton Falls hereby expresses sympathy for the civilian victims and all those affected by the horrific violence of war.

SECTION II:

That the Council for the City of Newton Falls hereby condemns all horrific acts of violence committed against civilians of any kind.

SECTION III:

That the Council for the City of Newton Falls hereby affirms Newton Falls' diverse status as a welcoming community for those of the Islamic and Jewish faiths, among all other religions.

SECTION IV:

That the Council for the City of Newton Falls hereby condemns antisemitism in all forms and condemns any individual or group that seeks the annihilation of Jews or the elimination of the State of Israel.

SECTION V:

That the Council for the City of Newton Falls hereby affirms the right of the State of Israel to exist, as legally established in 1948 by the United Nations.

SECTION VI:

That the Council for the City of Newton Falls hereby unequivocally supports a peaceful solution to the ongoing Mideast conflict so that Palestinians can achieve self-determination and live side by side with the Israelis in safety, security, and hope for the future.

SECTION VII:

That the Council for the City of Newton Falls hereby declares its desire for an end to this war and all future conflicts in Israel, Gaza, and the West Bank.

SECTION VIII:

That the Council for the City of Newton Falls hereby urgently calls for a permanent ceasefire with the release of all hostages and civilians being illegally held or detained, along with the establishment of humanitarian aid corridors to preserve human life.

SECTION IX:

That the Council for the City of Newton Falls hereby urgently calls for diplomatic efforts to remove Hamas from power in Gaza and to institute an international peace-keeping mission in Gaza that ensures sufficient quantities of food, water, fuel, medical supplies, shelter, and other humanitarian aid are reaching all civilians in Gaza.

SECTION VII:

That it is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Passed in Council on October 7th, 2026.

This resolution shall take effect on the earliest date allowed by law.

David Hanson, Mayor

Attest:

Corey Snow, Clerk of Council
Approved as to Legal Form

Gary L. VanBrocklin, Law Director