



City of Ashtabula

Ashtabula City Council Regular Meeting
Monday, March 17, 2025 at 7:00 PM
Council Chambers
4230 Lake Avenue, Ashtabula, OH 44004

Agenda

1. Opening of Regular Meeting

- a. Call to Order
- b. Roll Call
- c. Sunshine Law Certification

2. Presentations/Announcements

3. Approval of Minutes

- a. Regular Council Meeting Minutes, March 3, 2025

4. Administrative Reports

- a. City Manager
- b. City Solicitor
- c. Finance Director
- d. Clerk of Council

5. City Council Committee Reports

- a. Community Development/Economic Development/Parks & Recreation
(1st Wednesday @ 5:30 p.m.)
Members: Chair DiGiacomo/Council Liaison to Parks and Recreation Board; Vice Chair Mills; Holman
April 2
May 7
June 4
July 2
- b. Finance & Personnel
(3rd Friday @ 8:30 a.m.)
Members: Chair Foglio, Vice Chair DiGiacomo, Roskovics
March 21
April 18
May 16
June 20

www.cityofashtabula.com

Our Mission Is To Provide Services And Partner With Our Citizens, Businesses And Neighbors To Enhance The Quality Of Life For All
Who Live In And Visit Ashtabula.

- c. Public Works/Public Utilities/Cable/Schools
(4th Tuesday @ 8:30 a.m.)
Members: Chair Mills, Vice Chair Guerriero, Roskovics
March 25
April 22
May 27
June 24
- d. Safety Forces
(2nd Monday @ 8:30 a.m.)
Members: Chair Guerriero, Vice Chair Foglio, Roskovics
April 14
May 12
June 9
July 14
- e. Planning Commission and Ashtabula Historic Preservation Commission

6. **Presentation of Legislation**

- a. Additional Formal Requests
- b. Public Communications on Legislation
- c. Overview / Discussion

7. **Reading of Legislation**

8. **Legislation - Enactment, Passage or Adoption**

- a. **ORDINANCE NO. 2025 - 30**
AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE ASHTABULA CODIFIED ORDINANCES
- b. **ORDINANCE NO. 2025 - 31**
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR YARD WASTE DISPOSAL SERVICES AND/OR MATERIALS WITH BROBST TREE & STUMP SERVICE FOR THE CITY OF ASHTABULA IN AN AMOUNT NOT TO EXCEED \$11,400
- c. **RESOLUTION NO. 2025 - 32**
A RESOLUTION DECLARING IT NECESSARY TO RENEW AN EXISTING LEVY OF A THREE-TENTHS (0.3) MILL TAX FOR A PERIOD OF FIVE (5) YEARS TO ASSIST THE ASHTABULA COUNTY COUNCIL ON AGING, INC. WITH THE COST OF OPERATING AND MAINTAINING ITS SENIOR CITIZENS SERVICE CENTER IN THE CITY OF ASHTABULA, OHIO
- d. **RESOLUTION NO. 2025 - 33**
A RESOLUTION DECLARING IT NECESSARY TO RENEW AN EXISTING LEVY OF A ONE AND ONE-HALF (1.5) MILL TAX FOR A PERIOD OF FIVE (5) YEARS TO PROVIDE FOR AND MAINTAIN CITY PARKS WITH NECESSARY EQUIPMENT, STAFF AND FUNDS FOR INFRASTRUCTURE
- e. **ORDINANCE NO. 2025 - 34**
AN ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH CAPP STEEL ERECTORS, INC. TO INCREASE THE SCOPE OF

WORK FOR THE WALNUT BEACH INCLUSIVE PLAYGROUND AND SIDEWALKS.
NOT TO EXCEED \$6,025.00

9. **Unfinished Business**
10. **New Business**
11. **Tell Us Something We Don't Know**
12. **Public Communications on General Matters**
13. **Executive Session (if needed)**
14. **Adjournment**



City of Ashtabula
Ashtabula City Council Regular Meeting
Monday, March 3, 2025 at 7:00 PM
Council Chambers
4230 Lake Avenue, Ashtabula, OH 44004

Minutes

Opening of Regular Meeting

Call to Order

The meeting of the Ashtabula City Council was called to order at 7:00 p.m. by Council President John Roskovics. Ward 4 Councilor Jodi Mills offered the opening prayer, and the Pledge of Allegiance was recited.

Roll Call

Members Present: President John Roskovics, Vice President Russell Simeone, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Absent: None

Officers Present: City Manager James Timonere, City Solicitor Cecilia Cooper, Clerk of Council Stacy Millberg

Sunshine Law Certification

A quorum was established as defined by the Ashtabula City Council Rules of Order. The meeting met the requirements of the Ohio Sunshine Laws Open Meetings Act.

Presentations/Announcements

Approval of Minutes

Regular Council Meeting Minutes, February 18, 2025

Motion: Ward 5 Councilor Jane DiGiacomo moved to waive the reading of the minutes in their entirety; Ward 3 Councilor RoLesia Holman seconded.

Discussion: None.

VOICE VOTE

Hearing no corrections to the minutes, they were approved as presented.

Administrative Reports

City Manager

The following legislation was requested:

An ordinance to enter into an Appalachian Community Grant Program sub-recipient grant agreement with Eastgate Regional Council of Governments for the purpose of the design phase of the downtown revitalization project within the City of Ashtabula.

Motion: Ward 1 Councilor Kym Foglio moved to approve the City Manager's request; Ward 5 Councilor Jane DiGiacomo seconded.

Discussion: None.

Motion passed.

An ordinance authorizing a contract for stormwater review and inspection engineering design and

construction administration with the GPD Group for the City of Ashtabula in an amount not to exceed \$15,000.

Motion: Ward 1 Councilor Kym Foglio moved to approve the City Manager's request; Ward 5 Councilor Jane DiGiacomo seconded.

Discussion: City Manager James Timonere stated this has to do with the City's MS4 permit with the Ohio Environmental Protection Agency. It will go into the stormwater review plans that any kind of new construction or any disturbance of over an acre has to follow the guidelines of the MS4 permit. The \$15,000 fee is a maximum amount. The cost of reviewing the plans will be passed on to the developer.

Motion passed.

An ordinance to enter into a residential Community Reinvestment Area Tax Agreement with David Muraco, 311 Pennsylvania Avenue, Ashtabula OH 4400 at 100 percent for seven (7) years at Permanent Parcel Number 68-406-00-021-00.

Motion: Ward 1 Councilor Kym Foglio moved to approve the City Manager's request; Ward 4 Councilor Jodi Mills seconded.

Discussion: The structure is a duplex.

Motion passed.

An ordinance to enter into a commercial Community Reinvestment Area Tax Agreement with Aiken Family Group LLC, 1028/1032 Bridge Street, Ashtabula, OH 44004 at 75 percent for 10 years for remodeling purposes at Permanent Parcel Number 68-410-00-047-00.

Motion: Ward 1 Councilor Kym Foglio moved to approve the City Manager's request; Ward 5 Councilor Jane DiGiacomo seconded.

Discussion: Ward 2 Councilor Terence Guerriero asked if the building had ever received a tax abatement in the past. City Manager James Timonere stated it had not received a tax abatement during his tenure. The building currently houses the Made in Ohio t-shirt shop and the 1032 Tattoo shop.

Motion passed.

A meeting will be held on Monday, March 10 at 5:30 p.m. at the Ashtabula District Library, for Main Avenue building and business owners to discuss the Appalachian Community Grant Program, specifically, the facade portion. Representatives from LDA and Eastgate will be there to answer questions. The City has until October 2026 to spend the funds.

City Solicitor

No report.

Finance Director

No report.

Clerk of Council

No report.

City Council Committee Reports

The next meeting of the Ad Hoc Committee Exploring Racism as a Public Health Crisis will be March 20, 2025 at 6 p.m. in Council Chambers.

Community Development/Economic Development/Parks & Recreation (1st Wednesday @ 5:30 p.m.)

Members: Chair DiGiacomo/Council Liaison to Parks and Recreation Board; Vice Chair Mills; Holman

March 5

April 2

May 7
June 4

Finance & Personnel

(3rd Friday @ 8:30 a.m.)

Members: Chair Foglio, Vice Chair DiGiacomo, Roskovics

March 21

April 18

May 16

June 20

Public Works/Public Utilities/Cable/Schools

(4th Tuesday @ 8:30 a.m.)

Members: Chair Mills, Vice Chair Guerriero, Roskovics

March 25

April 22

May 27

June 24

Committee Chair Jodi Mills provided the report. The committee hosted Ashtabula Area City Schools Superintendent Lisa Newsome, who gave an update on the roof collapse at Lakeside High School, and Dr. John Patterson, who spoke about the Fair School Funding Plan. The committee voted to draft a resolution in support of the Fair School Funding Plan.

Committee Chair Jodi Mills made a motion to bring the resolution out of committee. Ward 5 Councilor Jane DiGiacomo seconded.

Discussion: None.

Motion passed.

Ward 5 Councilor Jane DiGiacomo asked if cracks in the roads are sealed as she has seen this done in other cities. City Manager James Timonere stated the city does crack sealing. Typically, the focus is on roads that have been paved within the past few years.

Ward 3 Councilor RoLesia Holman asked if Superintendent Lisa Newsome discussed the graduation rates, academic achievements of students, or attendance rates. Committee Chair Jodi Mills stated the presentation focused only on the roof collapse.

Ward 1 Councilor Kym Foglio asked if the hotline to report potholes is active. City Manager James Timonere stated the phone number is 440-992-7100 and is available on the City's website on the Public Works page.

Streetlight outages can be reported on the City's website. Residents are asked to specify that the lights are replaced with an LED head per the City's contract with the Illuminating Company.

Safety Forces

(2nd Monday @ 8:30 a.m.)

Members: Chair Guerriero, Vice Chair Foglio, Roskovics

March 10

April 14

May 12

June 9

Planning Commission and Ashtabula Historic Preservation Commission

Presentation of Legislation

Council President John Roskovics previewed the legislation.

Additional Formal Requests

Public Communications on Legislation

Overview / Discussion

Reading of Legislation

Clerk of Council Stacy Millberg presented the following legislation for the council's consideration.

Legislation - Enactment, Passage or Adoption

RESOLUTION NO. 2025 - 27

RESOLUTION EXPRESSING ASHTABULA CITY COUNCIL'S SUPPORT FOR FULFILLING OHIO'S CONSTITUTIONAL MANDATE TO FUND A THOROUGH AND EFFICIENT PUBLIC SCHOOL SYSTEM

ORDINANCE NO. 2025 - 28

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN APPALACHIAN COMMUNITY GRANT PROGRAM SUB-RECIPIENT GRANT AGREEMENT WITH EASTGATE REGIONAL COUNCIL OF GOVERNMENTS FOR THE PURPOSE OF THE DESIGN PHASE OF THE DOWNTOWN REVITALIZATION PROJECT WITHIN THE CITY OF ASHTABULA

ORDINANCE NO. 2025 - 29

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR STORMWATER REVIEW AND INSPECTION ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION WITH GPD GROUP FOR THE CITY OF ASHTABULA IN AN AMOUNT NOT TO EXCEED \$15,000

Council President John Roskovics asked for a motion to dispose of the Regular Business Legislation by consent agenda.

Motion: Ward 1 Councilor Kym Foglio, moved to dispose of the Regular Business Legislation by consent agenda; Ward 4 Councilor Jodi Mills, seconded.

Discussion: None.

VOICE VOTE

Yeas: President John Roskovics, Vice President Russell Simeone, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Motion passed.

Motion: Ward 1 Councilor Kym Foglio, moved to waive the reading of the legislation; Ward 3 Councilor RoLesia Holman seconded.

Discussion: None.

VOICE VOTE

Yeas: President John Roskovics, Vice President Russell Simeone, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Motion passed.

Motion: Ward 1 Councilor Kym Foglio moved to waive the Charter Requirements of two readings of the legislation; Ward 4 Councilor Jodi Mills seconded.

Discussion: None.

ROLL CALL VOTE

Yeas: President John Roskovics, Vice President Russell Simeone, Ward 1 Councilor Kym Foglio,

Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Motion passed.

Adoption of legislation

ROLL CALL VOTE

Yeas: President John Roskovics, Vice President Russell Simeone, Ward 1 Councilor Kym Foglio, Ward 2 Councilor Terence Guerriero, Ward 3 Councilor RoLesia Holman, Ward 4 Councilor Jodi Mills, Ward 5 Councilor Jane DiGiacomo

Nays: None

Legislation passed.

Motion: None

Unfinished Business

Ward 3 Councilor RoLesia Holman stated that City Council members previously discussed moving forward with finding a firm to conduct an equity audit for the City. Ward 3 Councilor RoLesia Holman stated she and City Solicitor Cecilia Cooper received an email from an individual who conducts these types of audits, and she asked how Council would like to proceed. President John Roskovics asked if the individual provided a cost estimate or an explanation of what the audit entails. Ward 3 Councilor RoLesia Holman stated it was just a broad overview. President John Roskovics asked if that information could be shared with council members. City Solicitor Cecilia Cooper stated the email can be shared; however, when council decides to proceed with the equity audit, it will have to go through a bidding process. A request for proposal will have to be put together and then put out to bid. President John Roskovics stated more information is needed before a request for proposal can be compiled. Ward 5 Councilor Jane DiGiacomo asked for clarification on what exactly an equity audit is and what will be learned from it. Council President John Roskovics stated council members will need to determine what all is entailed before moving forward. Council President John Roskovics asked council members to review the email from the firm and compile questions they would like answered.

New Business

Ward 5 Councilor Jane DiGiacomo asked who inspects the railroad underpasses and how information on those inspections can be obtained. City Manager James Timonere stated the railroad inspects them and if City officials are in communication with the railroad regarding two of the underpasses regarding the next steps for repairs.

Tell Us Something We Don't Know

Ward 1 Councilor Kym Foglio stated that Our Lady of Peace Parish is hosting its Lenten Fish Dinners every Friday during Lent from 4 to 7 p.m. at the Our Lady of Peace Community Center. The menu is available online at olopparish.org.

Ward 4 Councilor Jodi Mills attended the 5th Annual Feed Our Vets event at Norman D Banquet Center. She met with Director Traci Bidwell who offered to give Council members a tour of the facility next week. Libby Jenkins of the Veterans Service Commission also discussed the programs that the office provides. Greg Elliott, also of the Veterans Service Commission, contacted her to offer assistance to veterans in the City who need assistance with housing, food, or clothing. His information was forwarded to City Manager James Timonere and Police Chief Rob Stell.

Ward 5 Councilor Jane DiGiacomo stated the Annual City Clean Up will take place on Saturday, May 17 from 8:30 to 11 a.m.

Ward 4 Councilor Jodi Mills reminded residents of the time change on March 8. She also stated that

the Cleveland Clinic will be offering free cancer screenings and educational opportunities in Ashtabula County.

Public Communications on General Matters

Rebecca Quirke, Ward 2, stated the call for more industry in Ashtabula raises environmental concerns, especially given the high cancer rates being reported in the area. Ms. Quirke also stated she attended the recent Racial Wealth Gap Simulator hosted by the Ad Hoc Committee Racism as a Public Health Crisis, and it was engaging and provided a lot of information.

Cindy Herda, 517 Hulbert Ave, asked if there had been any discussion about repairing the roads around the new Riverbend Hotel. She owns a property on South Hulbert Avenue, and it is a very dangerous road, especially in the winter when there is snow and ice. City Manager James Timonere stated the City clocks off the road when road conditions are dangerous. Eventually, the brick will be stripped, and the road will be paved. However, it is not on the schedule for this year. Even after it is paved, the road will still need to be shut down when there is snow and ice due to the steep hill.

Jennifer Shannon, West 3rd Street, discussed concerns about her street. City Manager James Timonere stated West 3rd Street is on the list to be paved this year. Ward 4 Councilor Jodi Mills asked if there were any grant programs available to redo the street with brick since it's historical. City Manager James Timonere stated there are not any grants, and it is too costly to replace the brick.

Bill Callahan, of Pierpont, spoke about the Connect Your Community program, and the Ashtabula Community Technology Action Center, located in the Huntington Bank building off West 44th Street. The program offers free computer classes hosted by Oak Hill Collaborative. Classes are held every Wednesday and Friday at 1 p.m. Pre-registration is required. Classes consist of email basics, online safety, Microsoft Office and more. Participants can earn a free laptop after taking five classes. For more information and to register for classes, residents can visit www.oakhillcollaborative.com or call 330-406-0731.

County Commissioner JP Ducro discussed the upcoming Remote Area Medical (RAM) Clinic. Council members are invited to come and do a walk-through of the clinic to see how it works. The event is on March 22 and March 23 at Lakeside Junior High School. Ward 4 Councilor Jodi Mills asked about the parking process. Commissioner Ducro said there would be individuals in the parking lot directing visitors to the clinic. Visitors will be seen on a first-come, first-served basis and will be given a number as they arrive. Visitors will receive a text when it is their turn to come in.

Executive Session (if needed)

Adjournment

The meeting was adjourned at 8:19 p.m. by Council President John Roskovics. Ashtabula City Council will meet again on Monday, March 17, 2025 in Council Chambers. The Pre-Council meeting will begin at 6:30 p.m., followed by the Regular Council Meeting at 7:00 p.m.

DATE APPROVED: _____

ATTESTED BY: _____
John S. Roskovics, President of Council

ATTESTED BY: _____
Stacy L. Millberg, Clerk of Council

ORDINANCE NO. 2025 - 30
AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE
ASHTABULA CODIFIED ORDINANCES

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council which should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before Council;

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the ordinances of the City of Ashtabula, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the February 2025 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

SECTION 2. That the following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law.

Traffic Code

- 301.35 School Bus. (Amended)
- 303.01 Compliance with Lawful Order of Police Officer; Fleeing. (Amended)
- 303.083 Impounding Vehicles on Public Property. (Amended)
- 303.991 Committing an Offense While Distracted Penalty. (Amended)
- 331.38 Stopping for School Bus; Discharging Children. (Amended)
- 331.46 Restrictions on the Operation of School Buses. (Added)
- 333.03 Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
- 333.07 Street Racing, Stunt Driving and Street Takeovers Prohibited. (Amended)
- 333.10 Electronic Wireless Communication Device Use Prohibited While Driving. (Amended)
- 337.16 Number of Lights; Limitations on Flashing, Oscillating or Rotating Lights. (Amended)
- 337.26 Child Restraint System Usage. (Amended)
- 337.31 Lights and Sign on Transportation for Preschool Children. (Added)
- 343.01 Commercial Drivers Definitions. (Amended)
- 343.04 Commercial Drivers Prohibitions. (Amended)
- 343.05 Criminal Offenses. (Amended)
- 351.04 Parking Near Curb; Handicapped Locations on Public and Private Lots and Garages. (Amended)

General Offenses Code

- 501.01 General Provisions and Penalty Definitions. (Amended)
- 505.23 Rights of Blind, Deaf or Hearing Impaired, or Mobility Impaired Person, or Trainer with Assistance Dog. (Added)
- 509.06 Inducing Panic. (Amended)
- 509.10 Impeding Public Passage of an Emergency Service Responder. (Amended)

513.01 Drug Abuse Control Definitions. (Amended)
 513.02 Gift of Marihuana. (Amended)
 513.18 Adult Use Cannabis Control; Limitations on Conduct by Individuals. (Added)
 529.07 Open Container Prohibited. (Amended)
 533.03 Unlawful Sexual Conduct with a Minor. (Amended)
 533.04 Sexual Imposition. (Amended)
 533.08 Procuring; Engagement in Sexual Activity for Hire. (Amended)
 537.02 Vehicular Homicide and Manslaughter. (Amended)
 537.021 Vehicular Assault in a Construction Zone. (Amended)
 537.03 Assault. (Amended)
 537.12 Misuse of 9-1-1 System. (Amended)
 537.16 Illegal Distribution of Cigarettes, Other Tobacco Products, or Alternative Nicotine Products; Transaction Scans. (Amended)
 549.14 Possessing Replica Firearm in School. (Amended)
 549.15 Concealed Handgun Licenses; Possession of Revoked or Suspended License; Additional Restrictions; Posting Signs Prohibiting Possession. (Amended)

SECTION 3. The complete text of the sections of the Codified Ordinances listed above are set forth in full in the current replacement pages to the Codified Ordinances which are hereby attached to this ordinance as Exhibit A. The listing above of each new section by reference to its title shall constitute sufficient publication of new matter contained therein.

SECTION 4. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Revised Code §121.22.

SECTION 5. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	_____	_____
Simeone:	_____	_____
Foglio:	_____	_____
Guerriero:	_____	_____
Holman:	_____	_____
Mills:	_____	_____
DiGiacomo:	_____	_____

ATTEST:

Stacy L. Millberg
Clerk of Council

APPROVED:

James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2025.

Cecilia M. Cooper, Esq.
Ashtabula City Solicitor

ORDINANCE NO. 2025 - 31

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR YARD WASTE DISPOSAL SERVICES AND/OR MATERIALS WITH BROBST TREE & STUMP SERVICE FOR THE CITY OF ASHTABULA IN AN AMOUNT NOT TO EXCEED \$11,400

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department(s) require the enactment of this legislation; and,

WHEREAS, yard waste disposal services are necessary for Ashtabula City; and

WHEREAS, the City Manager has reviewed the available options and determined Brobst Tree & Stump Service is the best option; and,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager is hereby authorized to enter into a one-year contract with Brobst Tree and Stump Service, with a mailing address of 7935 Center Road, Saybrook, Ohio 44004, for the purpose of yard waste disposal and materials, at a price not to exceed \$11,400 to the City of Ashtabula in accordance with the quote and contract attached hereto as an Exhibit. Payment for this expense is authorized to be made from Public Works Department Fund 205.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Section 121.22 of the Revised Code of Ohio.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	___	___
Simeone:	___	___
Foglio:	___	___
Guerriero:	___	___
Holman:	___	___
Mills:	___	___
DiGiacomo:	___	___

ATTEST: _____

Stacy L. Millberg
Clerk of Council

APPROVED: _____

James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2025.

Cecilia M. Cooper, Esq.
Ashtabula City Solicitor

AGREEMENT FOR SERVICES/MATERIALS BETWEEN
THE CITY OF ASHTABULA, OHIO
AND
BROBST TREE & STUMP SERVICE

This Agreement, made by and between THE CITY OF ASHTABULA, OHIO (hereafter City), a political subdivision of the State of Ohio, 4250 Lake Avenue, Ashtabula, OH 44004; and BROBST TREE & STUMP SERVICE (hereafter the Contractor), 7935 Center Road, Saybrook, OH 44004. This Agreement is not binding unless executed in full and is effective as of the last date of signature

Term. The term of this Agreement shall begin on April 1, 2025 and terminate on March 31, 2026.

Services. The Contractor agrees to provide yard waste disposal services and/or materials in accordance with the Contractor's written quote, a copy of which is attached hereto and incorporated herein.

Payment. The amount to be paid by the City hereunder shall not exceed \$11,400.00 in accordance with the quote. The City shall only be responsible for additional sums pursuant to the stipulations provided in the quote.

Payment shall be made in monthly payments of \$950.00, due on the first day of each month. No late fees or interest shall be charged to or payable by the City by reason of any delay in payment caused by or related to an act or omission of the Contractor. The City shall not be liable in any event for any late fees or interest upon payment(s) made within 30 days of the date the same is/are due.

Fiscal non-appropriation. Financial obligations of City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

Insurance. Contractor shall maintain in effect an appropriate policy of liability insurance for claims made by any third party allegedly injured or damaged by any act of Contractor or Contractors employees, subcontractors or agents, in the performance of the work described in this Contract. Insurance of at least \$1,000,000 per occurrence must be maintained, and proof of same delivered to the City Manager before any payment is made.

Independent Contractor Status. Contractor acknowledges that they are an independent contractor and not an agent, partner or joint venture with the City. Contractor shall have no authority to bind or otherwise obligate the City in any manner, nor shall the Contractor represent to anyone that they have the right to do so. Contractor's OPERS Independent Contractor Acknowledgement Form is attached hereto and made a part hereof.

All supervisors, tradesmen, laborers, etc., utilized by Contractor shall be deemed to be the Contractor's employees and not employees or agents of the City, and the Contractor shall comply with all requirements of State and Federal law, including but not limited to those relative to payroll taxes, worker compensation insurance, work site safety, and any and all other employee benefit or tax issues, as well as Fair and Prevailing wages. Contractor shall provide any and all necessary certifications and backup documents as are reasonably necessary to establish such compliance, at Contractor's sole expense. Contractor shall hold the City harmless from and against all claims related to employee compensation, taxes, insurance premiums, employee benefits, etc.

Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City, its elected and appointed officials, employees and volunteers and others working on behalf of City, from and against any and all third-party claims, demands, suits, costs (including reasonable legal

costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from City.

Equal Employment Opportunity and ADA. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

No Waiver. The failure of either party at any time to require performance by the other party of any provision hereof shall not constitute a waiver of the right to so require performance thereafter, and shall not affect the right of the party claiming non-compliance to avail itself of any remedies set forth herein or existing in law.

Amendment. This agreement may be amended at any time by written agreement of the parties. Additionally, the parties acknowledge that this agreement is subject at all times to applicable state, local and federal laws and regulations and shall be construed accordingly. This agreement may become subject to or be affected by amendments to such laws or regulations, or by new legislation. Any material terms of this agreement which are clearly inconsistent with or invalidated by such amendments or new legislation or which would cause one or both of the parties hereto to be in violation of law, shall be deemed to be superseded by such amendment or new legislation. In such event the parties agree to utilize their best efforts to modify the terms and conditions hereof to be consistent and compliant with such amendments or new legislation. In the event of such an amendment or new legislation so affecting the terms of this agreement, a party may give written notice to the other advising the other of such change and proposing amendments to this agreement consistent with this paragraph. In the event the parties do not reach agreement upon the requested modification within fourteen (14) days after such notice is given, the parties shall proceed to dispute resolution.

Dispute Resolution. In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

Termination. Either party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination.

Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Contractor, without the prior written consent of City.

Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

Complete Agreement. This document and all attachments are deemed to be the complete agreement of the parties. Any terms or conditions not contained herein shall be deemed to be void. Any amendment to this Agreement must be made in writing, and signed by duly authorized representatives of both parties.

Notices. All notices, consents, and communications hereunder shall be given in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses set forth above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

Severability. If any term or provision of this Agreement is found to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Controlling Law. This Agreement and the rights of the parties shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

With the intent to be fully bound hereby, the parties have authorized the execution of this instrument by persons with actual authority to bind each to the terms hereof:

BROBST TREE & STUMP SERVICE, Contractor

By: _____
President

Date: _____

ATTEST: _____
Secretary

Date: _____

CITY OF ASHTABULA, OHIO

By: _____
James M. Timonere, City Manger

Date: _____

CERTIFICATE OF FISCAL OFFICER

I hereby certify that the City of Ashtabula has sufficient funds in the public treasury or in the process of collection and credited to a proper account, not otherwise appropriated, to pay the sum(s) set forth above.

Marie Yvrose Augustin, City Finance Director

Date: _____

APPROVAL OF SOLICITOR

Approved as to legal form and correctness in accordance with Section 32 of the Charter of the City of Ashtabula, Ohio.

Cecilia M. Cooper, City Solicitor

Date: _____



7935 Center Rd Saybrook Oh 44004
(440) 969-1900 Fax (440) 992-5335
Free estimates, Fully insured and BWC

YARD WASTE DISPOSAL

DATED: March 3rd, 2025

ENTITY: Ashtabula City

DUMP SITE LOCATION: 3815 N. Bend Rd. Saybrook Twp.

HOURS OF OPERATION: 8:00 am to 4:00 pm (Monday through Friday)

Only trucks Labeled and/or owned by the Entity listed will be permitted to dump.

MATERIALS ACCEPTED: Load consisting of bushes, tree brush & wood.

Load consisting of leaves, grass, old mulch, and compost bags.

CAN NOT MIX THE 2 (TWO) LOADS.

STIPULATIONS:

1. Wood larger than 12" will be additional \$50.00 Per truck load.
2. Stumps larger than 18" (including root ball) will be additional \$100.00 per truck load.
3. Storm debris is not included in this contract - storm debris may be dumped at the site but charged an additional fee per dumping.
4. **ABSOLUTELY NONE OF THE FOLLOWING PRODUCTS ARE PERMITTED:**
 - A. Metal
 - B. Plastic (including garbage bags)
 - C. Garbage (including batteries)
 - D. Plywood
 - E. Hazardous Waste
 - F. RR ties
 - G. Womanized/painted wood
 - H. Duct tape (on or in bags)
 - I. Infectious waste
 - J. Asbestos

GUIDELINES ARE SET BY THE EPA & BROBST TREE AND STUMP SERVICE

***Failure to follow these guidelines allows Brobst Tree and Stump Service to reject a load or apply an additional fee based on load type.**

Yearly dumping fee of yard debris at \$11,400.00 per year

Payment will be made monthly at \$950.00 per month.

one (1) year contract starting April 1st, 2025, through March 31st, 2026

Authorized signature: _____ Date: _____

Sam Moiso:  Date: 3-3-25
Brobst Tree and Stump Service

RESOLUTION OF NECESSITY

Resolution requesting certification from county auditor

Pursuant to Ohio Revised Code §5705.03

WHEREAS, the _____ of _____,
governing body (e.g., board of trustees, etc) political subdivision

Ashtabula County, Ohio, determines that it is necessary to levy a tax outside the ten-mill limitation; and

WHEREAS, before seeking to have a levy approved by the electors of

portion of political subdivision authorized to vote on issue

the _____ must seek the certification of the Ashtabula County Auditor
governing body (e.g., board of trustees, etc)

in compliance with Section 5705.03 of the Ohio Revised Code, submitted for the

(circle one) **General** / Primary / Special election held on (Date) _____.

THEREFORE BE IT RESOLVED, that the Ashtabula County Auditor is hereby requested to certify

to the _____:
governing body (e.g., board of trustees, etc)

1. The total current tax valuation of _____, and
political subdivision
2. The dollar amount of revenue that would be generated by _____ mills.
Millage

BE IT FURTHER RESOLVED that the purpose of the proposed tax is _____

and is for _____ commencing and appearing on the tax list
period of time expressed in years or continuing period of time
 for the years _____ first due in calendar year _____.
the years the levy will appear on the tax list first year of collection (generally, the year following commencement)

Such tax is authorized to be submitted to a vote of the electors of

_____, pursuant to
portion of political subdivision authorized to vote on issue

Ohio Revised Code Section _____, and which shall be:
applicable ORC section/subsection

(Choose one)

- _____ An additional levy of _____ mills.
- _____ A renewal of an existing levy of _____ mills.
- _____ A renewal of an existing levy of _____ mills and an increase of _____ mills to constitute a tax of _____ mills.
- _____ A renewal of part of an existing levy, being a reduction of _____ mills to constitute a tax of _____ mills.

_____ A replacement of an existing levy of _____ mills.
 _____ A replacement of an existing levy of _____ mills and an increase of _____ mills to
 constitute a tax of _____ mills.
 _____ A replacement of part of an existing levy, being a reduction of _____ mills, to constitute a tax
 of _____ mills.

BE IT FURTHER RESOLVED that the Ashtabula County Auditor is requested to issue the certification
 within ten days after receiving this Resolution.

_____ moved for adoption of this Resolution; and
 _____ seconded the motion.

The vote was as follows:

	Yea	Nay
Roskovics:	_____	_____
Simeone:	_____	_____
Foglio:	_____	_____
Guerriero:	_____	_____
Holman:	_____	_____
Mills:	_____	_____
DiGiacomo:	_____	_____

HAVING RECEIVED THE REQUIRED AFFIRMATIVE VOTES, RESOLUTION _____

WAS ADOPTED (Date) _____

CERTIFICATION

I, Stacy L. Millberg, of the City of Ashtabula,
 Ashtabula County, Ohio, certify this Resolution to be a true and accurate copy of Resolution # _____
 as adopted by the City Council of the City of Ashtabula,
 Ashtabula County, Ohio, and recorded in the official record of proceedings of the meeting held on
 _____.

(Signature) _____

RESOLUTION OF NECESSITY

Resolution requesting certification from county auditor

Pursuant to Ohio Revised Code §5705.03

WHEREAS, the _____ of _____,
governing body (e.g., board of trustees, etc) political subdivision

Ashtabula County, Ohio, determines that it is necessary to levy a tax outside the ten-mill limitation; and

WHEREAS, before seeking to have a levy approved by the electors of

portion of political subdivision authorized to vote on issue

the _____ must seek the certification of the Ashtabula County Auditor
governing body (e.g., board of trustees, etc)

in compliance with Section 5705.03 of the Ohio Revised Code, submitted for the

(circle one) **General** Primary / Special election held on (Date) _____.

THEREFORE BE IT RESOLVED, that the Ashtabula County Auditor is hereby requested to certify

to the _____:
governing body (e.g., board of trustees, etc)

1. The total current tax valuation of _____, and
political subdivision
2. The dollar amount of revenue that would be generated by _____ mills.
Millage

BE IT FURTHER RESOLVED that the purpose of the proposed tax is _____

and is for _____ commencing and appearing on the tax list
period of time expressed in years or continuing period of time
 for the years _____ first due in calendar year _____.
the years the levy will appear on the tax list first year of collection (generally, the year following commencement)

Such tax is authorized to be submitted to a vote of the electors of

_____, pursuant to
portion of political subdivision authorized to vote on issue

Ohio Revised Code Section _____, and which shall be:
applicable ORC section/subsection

(Choose one)

- _____ An additional levy of _____ mills.
- _____ A renewal of an existing levy of _____ mills.
- _____ A renewal of an existing levy of _____ mills and an increase of _____ mills to constitute a tax of _____ mills.
- _____ A renewal of part of an existing levy, being a reduction of _____ mills to constitute a tax of _____ mills.

_____ A replacement of an existing levy of _____ mills.
_____ A replacement of an existing levy of _____ mills and an increase of _____ mills to
constitute a tax of _____ mills.
_____ A replacement of part of an existing levy, being a reduction of _____ mills, to constitute a tax
of _____ mills.

BE IT FURTHER RESOLVED that the Ashtabula County Auditor is requested to issue the certification
within ten days after receiving this Resolution.

_____ moved for adoption of this Resolution; and
_____ seconded the motion.

The vote was as follows:

	Yea	Nay
Roskovics:	_____	_____
Simeone:	_____	_____
Foglio:	_____	_____
Guerriero:	_____	_____
Holman:	_____	_____
Mills:	_____	_____
DiGiacomo:	_____	_____

HAVING RECEIVED THE REQUIRED AFFIRMATIVE VOTES, RESOLUTION _____

WAS ADOPTED (Date) _____

CERTIFICATION

I, Stacy L. Millberg, of the City of Ashtabula,
Ashtabula County, Ohio, certify this Resolution to be a true and accurate copy of Resolution # _____
as adopted by the City Council of the City of Ashtabula,
Ashtabula County, Ohio, and recorded in the official record of proceedings of the meeting held on
_____.

(Signature) _____

ORDINANCE NO. 2025 - 34

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT WITH CAPP STEEL ERECTORS, INC. TO INCREASE THE SCOPE OF WORK FOR THE WALNUT BEACH INCLUSIVE PLAYGROUND AND SIDEWALKS. NOT TO EXCEED \$6,025.00.

WHEREAS, the daily operations of the City of Ashtabula and the City Manager's Department require the enactment of this legislation; and

WHEREAS, the City Council approved an agreement with Capp Steel Erectors, Inc. for the installation of the Walnut Beach inclusive playground and sidewalks at a cost not to exceed \$29,200.00; and

WHEREAS, the installation contract did not contemplate or include restoration work; and

WHEREAS, the City Manager has indicated that restoration work is necessary to complete the playground project; and

WHEREAS, Capp Steel Erectors has indicated the restoration work can be completed at an additional cost of \$6,025.00; and

WHEREAS, the City Manager has determined that the additional costs are a reasonable addition to the price for an expanded scope of services.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Ashtabula, Ohio:

SECTION 1. That the City Manager be, and is hereby, authorized to amend the agreement with Capp Steel Erectors, to provide additional work at an additional cost not to exceed \$6,025.00. [Exhibit attached]

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning and related to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the requirements of Section 10 of the Municipal Charter of the City of Ashtabula, Ohio, and of Section 121.22 of the Revised Code of Ohio.

SECTION 3. For the reasons stated in the preamble, this ordinance, if approved by the votes of five (5) or more members of Council, shall take effect immediately, otherwise 30 days thereafter.

PASSED: _____

John S. Roskovics
President of Council

Vote:

	Yea	Nay
Roskovics:	___	___
Simeone:	___	___
Foglio:	___	___
Guerriero:	___	___
Holman:	___	___
Mills:	___	___
DiGiacomo:	___	___

ATTEST:

Stacy L. Millberg
Clerk of Council

APPROVED:

James M. Timonere
City Manager

Approved as to form and correctness this _____ day of _____, 2025.

Cecilia M. Cooper, Esq., Ashtabula City Solicitor

CONTRACT AMENDMENT

This Contract Amendment (hereinafter referred to as the "Amendment") is made and effective March 18, 2025, and is mutually agreed upon by and between **THE CITY OF ASHTABULA**, with an address of 4250 Lake Avenue, Ashtabula, Ohio 44004, and **CAPP STEEL ERECTORS, INC.**, with an address of 6004 State Road, Ashtabula, Ohio 44004, collectively referred to as the "Parties."

On the date of October 10, 2024, the Parties entered into an original agreement ("Original Agreement") for the installation of the Walnut Beach inclusive playground and sidewalks.

The Parties concur to make the following alterations to the Original Agreement:

Addition to scope of work to include:

1. Grading and seeding of ground around newly installed playground area
2. Excludes additional topsoil.

at an additional cost of \$6,025.00. The additional work shall be completed on or before May 2, 2025.

Apart from the revisions outlined herein, all remaining terms, conditions, and provisions in the Original Agreement remain unaltered and in full force.

Entire Agreement

This Contract Amendment and the Original Agreement collectively represent the entire understanding between the Parties and supersede all prior discussions, agreements, or understandings.

Severability

If any part of this Amendment is deemed invalid or unenforceable, that part will be severed, and the remaining provisions will continue in effect.

Notification

All notifications relating to this Amendment should be delivered by either email or post, as agreed upon by the Parties.

Signature and Date

Each party hereto warrants that the person signing below on such party's behalf is authorized to do so and to bind such party to the terms of this Amendment. By affixing their signatures below, the Parties hereby consent to the stipulations and conditions described in this Contract Amendment:

City of Ashtabula

CAPP Steel

Signed (signature)

Signed (signature)

Print Name

Print Name

Date

Date