

City of Niles, Ohio

SPONSORED BY: COUNCIL AS A WHOLE DRAFT NO. 163-19
AUTHORIZED BY: ALL COUNCIL MEMBERS

RESOLUTION NO. _____

A RESOLUTION RATIFYING THE TENTATIVE LABOR AGREEMENT WITH THE
FIREFIGHTERS BARGAINING UNIT; AND DECLARING AN EMERGENCY

Whereas, a tentative labor agreement with the City's Firefighter's Bargaining
Unit for the period January 1, 2020 through December 31, 2022 has been reached; and,

Whereas, Council wishes to take action to ratify this tentative agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
NILES, STATE OF OHIO:

SECTION 1: That Council hereby ratifies the tentative labor agreement between the City
and the Firefighter's Bargaining Unit for the period January 1, 2020 through December
31, 2022.

SECTION 2: This Resolution is hereby declared to be an emergency measure in the
interests of the public health, safety and welfare for the reason that the term of the new
Agreement will commence on January 1, 2020, and needs to become effective
immediately. As such an emergency measure, this Resolution shall take effect upon
passage by Council and approval by the Mayor.

Passed: _____

President of Council

Attest: _____

Clerk of Council

Received by the Mayor of the City of Niles this _____ day of _____, 2019,
and approved by me as such Mayor this _____ day of _____, 2019.

Mayor

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: SMITH

DRAFT NO. 164-19

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE SAFETY DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS FOR INDIGENT LEGAL SERVICES; AND DECLARING AN EMERGENCY

WHEREAS, the City of Niles has a responsibility under the laws of the State of Ohio and the Constitution of the United States of America to provide legal counsel to indigent persons charged with serious offenses and “jailable” offenses in its municipal court; and,

WHEREAS, in furtherance of the fulfillment of this responsibility, the City desires that legal services be provided by the public defender’s office of Trumbull County to indigent persons who are charged with violations of the City’s ordinances; and,

WHEREAS, the City’s current contract for such representation by the public defender’s office will expire December 31, 2019.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: That the Mayor and Safety Director are hereby authorized to enter into an Agreement with the Trumbull County Commissioners for the provision of legal representation for all indigent defendants charged under the City’s ordinances where there is a possibility of incarceration. The agreement shall commence January 1, 2020 and end on December 31, 2020 for the cost of Seven Thousand Three Hundred Seventy-five Dollars (\$7,375.00).

SECTION 2: That Council further authorizes the cost for these services be designated in the budget for the year 2020.

SECTION 3: That this Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety and welfare to allow for a new agreement to be executed pursuant to law to assure that said new agreement will be effective on January 1, 2020. As such an emergency measure, this Ordinance shall become effective upon passage by Council and approval by the Mayor.

PASSED: _____

ATTEST: _____

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2019 and signed by me as such Mayor on the _____ day of _____, 2019.

MAYOR

City of Niles, Ohio

SPONSORED BY: UTILITIES
AUTHORIZED BY: MCNAUGHTON

DRAFT NO. 165-19

RESOLUTION NO. _____

A RESOLUTION CREATING A DOWNTOWN POWER INCENTIVE PROGRAM (DPIP) ;
AND, DECLARING AN EMERGENCY.

WHEREAS, the City of Niles would like to adopt a downtown power incentive program;

WHEREAS, Council determines that the Downtown Power Incentive Program is needed to attract economic investment and to encourage business retention and expansion.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby approves the Downtown Power Incentive Program (DPIP)

The City of Niles "Downtown" Power Incentive Program (DPIP)

A commercial end-user customer that is currently served by The City of Niles and wishes to expand its load or is a new load customer located within Niles's incentive territory and meets applicability requirements of Niles's Electric Utility Economic Development (ED) Rate. The purpose of this program is to encourage and promote economic growth and job creation within the Downtown incentive territory by encouraging and promoting business expansion efforts and the establishment of new businesses within the Downtown territory. The customer desires to enter into an electric service agreement in order to receive a discount for electric service purchased during the first five (5) years of a six year agreement, as an economic development incentive, The City of Niles will provide a discount to the customer to encourage expansion of an existing site or to locate new business operations in The City of Niles's incentive territory. The electric rate reduction schedule over the term of the agreement, includes:

Year 1- 25%
Year 2- 20%
Year 3- 15%
Year 4- 10%
Year 5- 5%
Year 6- 0%

Eligible participants for the above agreement will be classified as "ED" (economic development) for receiving the Niles Utility Rate.

The Power Incentive Program (DPIP) will apply to commercial or industrial customers based off of the following criteria:

KILOWATT

- KW reduction related to the current Niles Utility Rate "A/B" for commercial business customers. Such electric customers are eligible for the described percentage reduction.
DEMAND LOAD
- Demand related to the current Niles Utility Rate "C" for commercial business customers. Such electric customers are eligible for a pre-discounted rate based off of a higher demand.
- Demand related to the current Niles Utility Rate "D" for industrial business customers. Such electric customers are eligible for a pre-discounted rate based off of a higher demand.
- Niles Utility Rate "C/D" may qualify for additional percentage reductions, as determined by the "Downtown" Power Incentive Program (DPIP) committee.

All agreements must be approved by the “Downtown” Power Incentive Program (DPIP) committee, consisting of the Mayor, Director of Public Service, Law Director, Utility Billing Manager, and Light Department Superintendent.

Commercial or Industrial business owners must be located within the “Downtown” Power Incentive Program (DPIP) territory, which is as outlined below:
Any property with frontage on North Main Street or South Main Street from the Mahoning River heading north to the intersection of North Main Street and Federal Street; any property with frontage on East State Street or West State Street from the intersection of West State Street and South Chestnut Avenue to the intersection of East State Street and Robbins Avenue; any property with frontage on West Park Avenue or East Park Avenue from the intersection of West Park Avenue and Chestnut Avenue to the intersection of East Park Avenue and East State Street; any property with frontage on Church Street from the intersection of West Church Street and Chestnut Avenue to the intersection of East Church Street and East State Street; any property with frontage on Maple Avenue from the intersection of Maple Avenue and Arlington Avenue to the intersection of Maple Avenue and North Main Street; any property with frontage on Robbins Avenue from North Main Street to the intersection of Robbins Avenue and Cedar Street; any property with frontage on Vienna Avenue beginning at Robbins Avenue to the intersection of Vienna Avenue and Federal Street; and any property with frontage on Federal Street from Vienna Avenue to the intersection of Federal Street and North Main Avenue.

SECTION 2: This resolution does not preclude the Mayor and/or Service Director from modifying any aspect of the program as part of a separate economic incentive package, including but not limited to rate reduction and length of the incentive agreement.

SECTION 3: This resolution does not preclude the Mayor and/or Service Director from negotiating similar power incentive agreements outside of the downtown area.

SECTION 4: NCO 149.01, 925.01, and 925.03 remain in effect.

SECTION 5: This Resolution is hereby declared to be an emergency measure in the interests of the public health, safety and welfare, for the reason that it is imperative that a Power Incentive Program be established as soon as possible to give proper guidance to City officials and employees at the earliest possible time. As such an emergency measure, this resolution shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the ____ day of _____, 2019 and signed by me as such Mayor on the ____ day of _____, 2019.

MAYOR

City of Niles, Ohio

SPONSORED BY: COM. DEV. NEIGHBORHOOD STABILIZATION
COMMITTEE DRAFT NO. 166-19
AUTHORIZED BY: PROFATO

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE NILES CIC'S AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT; AND, DECLARING AN EMERGENCY

WHEREAS, the Niles CIC has agreed and passed the Agreement and Plan for Industrial, Commercial, Distribution and Research Development (attached hereto).

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: That Council hereby approves the Niles CIC Agreement and Plan for Industrial, Commercial, Distribution and Research Development, a copy of which is attached hereto.

SECTION 2: This Resolution is hereby declared to be an emergency measure in the interests of the public health, safety and welfare, for the reason that it is imperative that a the CIC Agreement be established as soon as possible at the earliest possible time. As such an emergency measure, this ordinance shall take effect upon passage by Council and approval by the Mayor.

Passed: _____

President of Council

Attest: _____
Clerk of Council

Received by the Mayor of the City of Niles this _____ day of _____, 2019,
and approved by me as such Mayor this _____ day of _____, 2019.

Mayor

AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION
AND RESEARCH DEVELOPMENT

This AGREEMENT AND PLAN FOR INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH DEVELOPMENT (the "Agreement"), is being entered into as of the _____ day of _____, 2019, by and between the CITY OF NILES, OHIO (the "City"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "State"), and the NILES COMMUNITY IMPROVEMENT CORPORATION (the "CIC"), a community improvement corporation organized and existing as a corporation not for profit under the laws of the State..

RECITALS

WHEREAS, the City, by Ordinance No. _161___-19 adopted on October 16 _2,019 and in accordance with Section 1724.10, Ohio Revised Code, has designated the CIC as the agency and instrumentality of the City for the industrial, commercial, distribution and research development of the City and has approved this Agreement and the Plan and authorized the Mayor and the Administration of the City to execute this Agreement on behalf of the City; and

WHEREAS, upon the designation of the CIC as the agency and instrumentality of the City for the aforementioned purposes, the CIC, by Resolution No. _____ adopted on ___, 2019, has proposed that the CIC and the City enter into this Agreement pursuant to Section 1724.10, Ohio Revised Code to provide for a plan for industrial, commercial, distribution and research development within the City (the "Plan"), all as provided for in Section 1724.10, Ohio Revised Code;

Now, THEREFORE, the City and the CIC do hereby agree as follows:

Section 1. Plan. The initial Plan shall be to advance, encourage and promote the industrial, commercial, distribution and research development of the City in a manner which:

- a. Creates and preserves jobs and employment opportunities in the City and the State.
- b. Improves the economic welfare of the people of the City and of the State.
- c. Encourages and causes the maintenance, location, relocation, expansion, modernization and equipment of sites, buildings, structures and appurtenant facilities for industrial, commercial, distribution and research activities within the City and thereby preserves, maintains or creates additional opportunities for employment within the City.
- d. Maintains and increases the tax valuation of property within the City in order that tax revenues may be available to provide services for the preservation of public peace, health, safety and general welfare of the City.
- e. Is consistent with social, economic and geographic factors present in the City.
- f. Is not inconsistent with job needs and skills present in the City.
- g. Is not inconsistent with environmental factors present in the City.
- h. Is in accordance with its applicable planning and zoning.

Section 2. Furtherance of the Plan by the CIC. Such initial Plan may be amended and supplemented from time to time by the City and the CIC and to that end, and to the extent as requested by the legislative authority of the City:

a. The CIC shall prepare and maintain a current inventory and catalog of lands, buildings, or other improvements within the City which are or may become available and suitable for the location, relocation, expansion, modernization or conversion of or to industrial, commercial, distribution or research development facilities in furtherance of this Agreement and the Plan and the accomplishment of its purposes. The CIC agrees that it will, from time to time, supplement and amend any such inventory and catalog in order that it may be currently maintained.

b. The CIC shall cause the preparation of an analysis of the social, economic, geographic and other advantages which the City can offer in support of industrial, commercial, distribution or research development in a form suitable for distribution to those which the City and CIC seek to interest in such development in the City.

Section 3. Implementation of the Plan. In furtherance of the Plan, as from time to time amended, the CIC may, to the extent as requested by the legislative authority of the City:

a. Act as the agency and instrumentality of the City, advance, encourage and promote the maintenance, location, relocation, expansion, modernization and equipment of buildings, structures and appurtenant facilities, and the acquisition of sites therefor for lease or sale by the City or the CIC for industrial, commercial, distribution and research development activities within the City. Any real or personal property, or both, proposed for acquisition, by gift or purchase, construction, improvement or equipment for such purpose is referred to herein as a "Development Project".

b. From time to time, prepare and present to the executive and legislative authorities of the City recommendations for action to be taken in aid of industrial, commercial, distribution and research development in the City. Where appropriate, such recommendations shall include the location, relocation, construction, expansion, modernization, modification or improvement of municipal facilities or services.

c. Upon the request of the Mayor and/or Administration (which may be in lieu of a request of the legislative authority of the City), review any Development Project proposed to be financed by the City pursuant to the authority granted by Article VIII, Section 13, Ohio Constitution and Chapter 165, Ohio Revised Code, to determine whether or not such Development Project is in accordance with this Agreement and the Plan and following such review shall certify to such City its determination.

d. Cause advertising, promotional and educational material to be prepared, printed or otherwise reproduced and distributed and otherwise made available to such extent and in such

manner as in the judgment of the CIC will best assist the industrial, commercial, distribution and research development in the City.

e. Contact and solicit any person, firm or corporation ("Employer") which then or in the immediate future is likely to or may be induced to locate, relocate, expand, modify or improve industrial, commercial, distribution or research activities or facilities within the City or which then or in the immediate future threatens to terminate or reduce employment in any such activities or facilities then existing within the City in order to induce said Employer to locate, relocate, expand, modify, improve or maintain its said industrial, commercial, distribution or research activities or facilities in the City.

f. Generally advance, encourage and promote the establishment, growth and maintenance in the City of industrial, commercial, distribution and research facilities in accordance with and in furtherance of the purposes set forth in Section 1 of this Agreement and Exhibit A attached hereto by:

(i) insuring mortgage payments required by a first mortgage on any industrial, economic, commercial or civic property for which funds have been loaned by any person, corporation, bank or financial or lending institution upon such terms and conditions as the CIC may prescribe.

- (ii) Incurring debt, mortgaging its property, no matter from what source and by what method acquired, and issuing its obligations for the purpose of acquiring, constructing, improving and equipping buildings, structures and other properties, and acquiring sites therefor, for lease or sale by the CIC, provided that any such debt shall be solely that of the CIC and shall not be secured by the pledge of any moneys received or to be received from the City, the State or any political subdivision thereof.
- (iii) making loans to any person, firm, partnership, corporation, joint stock company, association, or trust, and may establish and regulate the terms and conditions with respect to any such loans; provided the CIC shall not approve any application for loan unless and until the person applying for said loan shows that he has applied for the loan through ordinary banking or commercial channels and that the loan has been refused by at least one bank or other financial institution.
- (iv) purchasing, receiving, holding, leasing, or otherwise acquiring and selling, conveying, transferring, leasing, subleasing, or otherwise disposing of real and personal property, together with such rights and privileges as maybe incidental and appurtenant thereto and the use thereof, including but not restricted to, any real or personal property acquired by the CIC from time to time in the satisfaction of debts or enforcement of obligations.
- (v) acquiring the good will, business, rights, real and personal property, and other assets, or any part thereof, or interest therein, of any persons, firms, partnerships, corporations, joint stock companies, associations, or trusts, and may assume, undertake, or pay the obligations, debts, and liabilities of any such person, firm, partnership, corporation, joint stock company, association, or trust; may acquire improved or unimproved real estate for the purpose of constructing industrial plants or other business establishments thereon or for the purpose of disposing of such real estate to others in whole or in part for the construction of industrial plants other business establishments; and may acquire, construct or reconstruct, alter, repair, maintain, operate, sell, convey, transfer, lease, sublease, or otherwise dispose of industrial plants or business establishments.
- (vi) acquiring, subscribing for, owning, holding, selling, assigning, transferring, mortgaging, pledging, or otherwise disposing of the stock, shares, bonds, debentures, notes, or other securities and evidences of interest in, or indebtedness of, any person, firm, corporation, joint stock company, association, or trust, and while the owner or holder thereof, may exercise all the rights, powers, and privileges of ownership, including the right to vote therein.
- (vii) mortgaging, pledging, or otherwise encumbering any property acquired pursuant to the powers contained in paragraphs (iv), (v) or (vi) of this subsection 3(t).
- (viii) making application to the Director of the Ohio Development Services Agency of the State for insurance or advance commitments for insurance of mortgage payments required by a first mortgage on any Development Project for which the CIC has loaned its funds or upon which the CIC has borrowed funds, and may make assignments of insured mortgages and provide other forms of security in accordance with the provisions of Section 122.451, Ohio Revised Code.
- (ix) soliciting, receiving and using donations or commitments of money or other property of any kind whatsoever from private corporations, firms or organizations.
- (x) otherwise exercising any or all of the powers and privileges permitted by, and subject to the limitations of, Section 1724.10, Ohio Revised Code.
- g. Sell or to lease any lands or interests in lands owned by the City determined from time to time by the legislative authority of the City not to be required by the City for its purposes, for uses determined by the legislative authority of the City as those that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and will

preserve, maintain or provide additional opportunities for their gainful employment. The legislative authority of the City shall specify the consideration for such sale or lease and any other terms thereof. Any determination made by the legislative authority of the City under this paragraph of this Agreement shall be conclusive. The CIC acting through its officers and on behalf and as agent of the City shall execute the necessary instruments, including deeds conveying the title of the City or leases, to accomplish such sale or lease. Such conveyance or lease shall be made without advertising and receipt of bids. A copy of this Agreement shall be recorded in the office of the county recorder of the County of Trumbull, Ohio in which the City is located, prior to the recording of a deed or lease executed pursuant to this Agreement.

Section 4. Miscellaneous.

- a. The City may convey to the CIC lands and interest in lands owned by the City and determined by its legislative authority not to be required by the City for its purposes, and that such conveyance of such land or interests in land will promote the welfare of the people of the City, stabilize the economy, provide employment and assist in the development of industrial, commercial, distribution and research activities to the benefit of the people of the City and preserve, maintain or provide additional opportunities for their gainful employment. The consideration for any such lands and interests in lands so conveyed shall be the fair market value thereof as determined by a qualified appraiser, designated and employed by the City, and confirmed by its legislative authority. The CIC may also, as agency for such development and to the extent requested by the legislative authority of the City, acquire from others additional lands or interests in lands and may convey lands or interests in land provided, however, that any lands or interests in land the CIC may so acquire or convey shall be so acquired or conveyed for uses that will promote the welfare of the people of the City, stabilize the economy, preserve, maintain or provide employment, and assist in the development of industrial, commercial, distribution and research activities required for the people of the City and for their gainful employment. Any conveyance or lease by the City to the CIC shall be made without advertising and receipt of bids. If any lands or interests in lands conveyed by the City to the CIC are sold by the CIC at a price in excess of the consideration received by the City from the CIC therefor, such excess shall be paid to the City after deducting therefrom the following costs to the extent incurred by the CIC; the costs of acquisition and sale by the CIC, taxes, assessments, costs of maintenance, costs of improvements to the land by the CIC, debt service charges of the CIC attributable to such lands or interests, and a reasonable service fee determined by the CIC.
- b. The City shall not be required to make any financial contributions to the CIC and nothing in this Agreement and the Plan shall be construed as permitting the CIC to obligate the City except as expressly set forth in this Agreement.
- c. All costs of the CIC shall be paid solely from the funds of the CIC and the City need not contribute any moneys to the CIC to meet its costs. In no event shall any moneys raised by taxation be obligated or pledged for the payment of any bonds or other obligations issued or guarantees made pursuant to this Agreement.
- d. Not less than two-fifths of the governing board of the CIC shall be comprised of appointed or elected officers of the City or other political subdivision designating the CIC as its agency pursuant to Section 1724.10, Ohio Revised Code.
- e. In the event of any voluntary or involuntary dissolution or liquidation of the CIC, or in the event of failure to reinstate the Articles of Incorporation of the CIC after cancellation thereof, any remaining assets of the CIC shall be paid over and distributed as determined by the governing body of the CIC with the approval of the Court of Common Pleas of the County of Trumbull, Ohio, to one or more political subdivisions of the State from which on the date of the dissolution, liquidation or cancellation of the Articles of the CIC there exists a designation of the CIC to act as agent for industrial, commercial, distribution and research development, to be used exclusively for designated civic projects or public charitable purposes.
- f. The term of this Agreement shall commence on the date of its making and shall continue in effect thereafter except as otherwise provided in this subsection 4(f). Upon the expiration of twelve months after either party shall have given to the other party

notice of intention to withdraw from this Agreement, no further actions, agreements, contracts, liabilities or obligations shall be initiated or incurred pursuant to this Agreement, but any action, agreement, contract, liability or obligation which has been commenced, entered into, initiated or incurred prior to the expiration of such twelve month period shall not be affected by such withdrawal and this Agreement shall remain in full force and effect as any such action, agreement, contract, liability or obligation and the CIC shall continue as the Agency of the City under this Agreement and the Plan and the designation made by the legislative authority of the City in the ordinance confirming and authorizing this Agreement, as to all such actions, agreements, contracts, liabilities or obligations. Notice of withdrawal shall be given to the City by delivering a copy of such notice to the office by the Clerk of Council of the City and to the CIC by delivering a copy of such notice to the person in charge of its principal office.

g. No provision, term or covenant contained in this Agreement shall be construed as prohibiting or limiting the City from independently exercising any and all powers it may have under the Constitution of the State, Chapter 165, Ohio Revised Code, or any other law.

h. This Agreement may be amended or supplemented from time to time as desired and approved by the legislative authority of the City and the Board of Trustees of the CIC.

i. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(THIS SPACE INTENTIONALLY LEFT BLANK-SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the City and the CIC, by their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

NILES COMMUNITY IMPROVEMENT CORPORATION

By: _ President
Attest:: _ Secretary

CITY OF NILES, OHIO

Attest:
Auditor

Approved as to form and correctness:

Director of Law

By: City Mayor

EXHIBIT A

The following outlines an overview of the initial focus areas that the CIC will pursue in furtherance of the Agreement between the City of Niles and the Community Improvement Corporation of Niles, more specifically section 3(f) of the agreement:

- 1) CIC focus area shall initially be the surrounding downtown area (see attached map) mirroring the cities income tax incentive district.
 - 2) Fund generation and finances
 - outreach to the existing businesses in the identified region.
 - offer matching dollars to go towards facade and signage work.
 - pursue grant opportunities
 - reach out to surrounding businesses to donate to CIC in support of recent and future upgrades to downtown.
 - review current loan statuses
 - 3) Property ownership
 - establish process to determine if property is feasible to obtain
 - review price
 - due diligence
 - existing tenants
 - willing property owner
 - leverage portfolio to attract tenants downtown who agree to building improvements in exchange for rebates/reductions/elimination of rent.
 - sell improved properties to favorable owner.
 - 4) Target audience, vision for desired region (e.g. niche shops, boutiques, parking,).
 - establish process for outreach.
 - create metrics to review possible tenants: jobs created, payroll, dedicated improvements to facility.
 - 5) Marketing:
 - Review targeted audience, generate list of local businesses as potential leads
 - Spread word of current incentives available:
 - Income tax abatement
 - CIC incentives: reduced lease rate, flexible term
 - Energy incentive will be rolled out beginning of next year to support investment in downtown.
- Current Potential opportunities
-Jeff Crowley is working with Mike Bogo w/ NDS.
-Niles Professional building opportunity

City of Niles, Ohio

SPONSORED BY: SAFETY COMMITTEE
AUTHORIZED BY: MARCHESE

DRAFT NO. 167-19

ORDINANCE NO. _____

AN ORDINANCE AMENDING CODIFIED ORDINANCE NO. "339.02, "USE OF STREETS WITHIN THE CITY BY CERTAIN TRUCK TRAFFIC; LOCAL PERMIT AND CONDITIONS", AND DECLARING AN EMERGENCY

Whereas, Codified Ordinance Section 339.02 establishes procedures regarding truck routes within the City of Niles; and

Whereas, Council has amended this ordinance; and,

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION ONE: Codified Ordinance No. 339.02 is hereby amended to read as follows:

**339.02 USE OF STREETS WITHIN THE CITY BY CERTAIN TRUCK TRAFFIC;
LOCAL PERMIT AND CONDITIONS.**

(a) Use of Streets Within the City by Certain Truck Traffic.

(1) No person shall operate a vehicle exceeding the size as specified in Section 339.03 or exceeding the gross weight of five tons or semi-trucks (double axel), upon any street in the Municipality other than a State Route, which street is marked as such by appropriate traffic signs.

(2) Due to the nature of the location, vehicles servicing Arconic Company, located at 1000 Warren Ave., which vehicles would otherwise violate the terms of this section by their use of Warren Ave., are hereby granted an exception from the terms of this section. Any vehicles subject to this section however servicing firms located on Summit St., south of Olive St., must use the designated truck route, and are granted no exception to use Summit Ave. north of Olive St.

(3) Summit Street will be a one-way truck route. Southbound only on Summit Street is allowed.

(4) Trucking firms, truck owners, and industrial and commercial firms which desire to use streets other than those designated as truck routes may be granted a special exception by subsequent ordinance from Council.

(5) Notwithstanding any other language of this section medical and hazardous waste shall be transported within the City limits only on State Routes.

(b) Local Permit and Conditions Upon Application and for Good Cause.

(1) The Police Chief may issue a local permit authorizing an applicant to move an oversized or overweight vehicle or combination of vehicles upon local streets.

(2) No permittee shall be required to obtain a special permit from the Ohio Department of Transportation for the movement of the vehicle or combinations of vehicles on streets or highways under local jurisdiction; however, the approval of the Ohio Director of Transportation shall be required for movement upon State Routes as provided in Section 339.01.

(3) The Police Chief may grant a permit for a single or round trip, or for such period of time not to exceed thirty days as the Chief of Police in his or her discretion deems advisable, or for the duration of any construction project. The Police Chief may limit or prescribe terms or conditions of operation for such vehicle or combination of such vehicles by designating the route, hours, speed or such other restrictions as may be necessary for the preservation of the public peace, property, health and safety. The Police Chief may require the posting of bond or other security necessary to compensate for any damage to a roadway or road structure. For each such permit, the Police Chief shall charge ten dollars (\$10.00), and for each hour of time or any part thereof spent by each police officer in supervising the movement of such vehicle, the applicant shall pay the sum of fifteen dollars (\$15.00). Violation of any of the limitations, terms or conditions of the permit granted by the Police Chief shall be cause for immediate revocation or suspension of such permit, and denial of a request for any future permit. Such violations shall also subject the violator to the penalty prescribed by Section 303.99.

(c) Signs. The Director of Public Safety shall post signs indicating the areas that are permitted for use by trucks under this section or any amendment thereto. No driver shall disobey the instructions indicated on any such sign or signs designating a truck route as authorized under this section or any amendment thereto.

(d) Belmont Avenue Bridge. Any vehicle using the Belmont Avenue bridge as may be permitted under the terms of this section must adhere to the weight limit as posted from time to time for such bridge by the Trumbull County Engineer.

(e) Penalty. Any person convicted of violating Section 339.02(a) shall be subject to a Five Hundred and no/100 Dollar (\$500.00) penalty.

SECTION TWO: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety and welfare. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor. If not so passed as an emergency measure, it shall take effect from and after the earliest time provided by law.

Passed: _____

President of Council

Attest: _____

Clerk of Council

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2019 and signed by me as such Mayor on the _____ day of _____, 2019.

Mayor

City of Niles, Ohio

SPONSORED BY: COM. DEV. NEIGHBORHOOD STABILIZATION COMMITTEE and UTILITIES COMMITTEE

DRAFT NO. 168-19

AUTHORIZED BY: PROFATO AND MCNAUGHTON

ORDINANCE NO. _____

AN ORDINANCE REQUIRING ANNEXATION OF PROPERTIES RECEIVING UTILITY EXTENSIONS AND DECLARING AN EMERGENCY

WHEREAS, Council determines that it is in the best interest of the Municipality to require properties contiguous to the City of Niles that receive Utilities to annex into the Municipality when the Council determines annexation of the property is in the best interest of the Municipality.

WHEREAS, Council determines that it is in the best interest of the Municipality to require noncontiguous properties that receive Utilities from the City of Niles to enter Development Incentive Agreements when it is determined that entering into the agreement is in the best interest of the Municipality.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council determines that it is in the best interests of the Municipality and its inhabitants to require the following of any properties receiving Utilities from the City of Niles:

- (a) Properties receiving extension of utilities, including but not limited to sewer, water, and electricity, are to be annexed within the corporate limits of the Municipality as a condition of the extension of said services; excepting instances in which the City in its sole discretion determines to excuse annexation as a requirement for services, including, but not limited to, health related emergencies and unusual hardship, federal restrictions or regulations which may apply or other circumstances.
- (b) Contiguous and noncontiguous properties receiving utilities that remain outside of the corporate limits will enter into a Development Incentive Agreement substantially similar to the example agreement attached hereto. In addition, properties that are outside of the corporate limits will be charged at the "outside" utility rate. Upon annexation into the City, all properties will be charged the lower "Inside" Utility rate. Unless otherwise agreed upon between the City and the Owner(s) of the properties, Residential property Owner(s) will pay an annual flat rate as outlined in the Development Incentive Agreement. Commercial Property Owners(s), including any tenants leasing the property, will provide to the City of Niles an annual payroll report. In addition, Commercial Property Owner(s), and any tenants at the property, will pay an additional amount to the City of Niles equal to the amount of City Income Tax that would have been paid if the properties had annexed into the City. The Development Incentive Agreement shall not preclude the City from requiring annexation of any subject property in the future as outlined in the agreement. The requirements of the agreement are covenants that will run with the land and will be binding on any and all successors, leaseholds, and/or subsequent purchasers.
- (c) The Mayor and/or Service Director are authorized at their discretion to determine in the best interest of the City which properties will be required to enter into a Development Incentive Agreement. In addition, the Mayor and/or Service Director are authorized at their discretion to modify and alter the terms and requirements of the Development Incentive Agreement as determined to be in the best interest of the City, including, but not limited to, as part of any economic development and incentive plan.

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interests of the public health, safety and welfare, for the reason that this Ordinance needs to be finalized at

the earliest possible date. As such an emergency measure, this Ordinance shall become effective upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2019 and signed by me as such Mayor on this _____ day of _____, 2019.

EXAMPLE AGREEMENT
DEVELOPMENT INCENTIVE AGREEMENT

THIS AGREEMENT entered into this day of _____, 2019, by and among THE CITY OF NILES, OHIO (hereinafter called CITY) whose mailing address is 34 W. State St. Niles, Ohio 44446 and (hereinafter called OWNER) whose mailing address is

WITNESSETH:

WHEREAS, OWNER wishes to use and/or develop certain real property, described in Exhibit A attached hereto and incorporated herein by reference (hereinafter called premises), for

_____ purposes only; and

WHEREAS, the premises are currently located outside the CITY'S corporation limits; and, WHEREAS, OWNER desires the privilege of obtaining Utility services from CITY.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. After OWNER has tapped available sewer pipe in a manner approved by the CITY and has paid all applicable connection fees, the CITY shall allow OWNER to discharge waste into the tapped pipe subject to the sewer use laws and rules as currently and hereafter established by the CITY. OWNER agrees to pay the usual and customary sewer charges, as currently and hereafter established by the CITY provided, however, that for as long as the premises remain outside the CITY'S corporation limits, OWNER shall pay sewer charges at the prevailing rates for users located outside the CITY'S corporation limits. OWNER shall comply with all constitutional and charter provisions, statutes, ordinances, rules and regulations currently and hereafter applicable to the CITY'S water distribution and sewage collection systems.

Section 2. OWNER shall construct or otherwise make available, in accordance with the CITY'S specifications, the facilities necessary to connect the CITY'S sewer system to the premises. The cost of providing the above described facilities shall be the responsibility of OWNER. The CITY shall provide initial service within a reasonable time, but not later than five (5) days after OWNER has provided the facilities and requested inspection and received approval by the CITY. The City will use its reasonable best efforts to maintain sewer service to the premises as long as this agreement is in effect.

Section 3. If CITY determines that annexation is required, OWNER agrees to fully cooperate in any proceedings to annex the premises to the CITY'S corporate limits. Said cooperation shall be defined as (i) appointing an individual designated by the City to be the OWNER'S agent to furnish applications, petitions, affidavits and other documents necessary to the annexation process, (ii) signing annexation petitions and providing supporting affidavits, (iii) furnishing representatives to testify in favor of annexation at hearings, (iv) providing information concerning the benefits of annexation, (v) remaining as a party in annexation proceedings through the appellate process, (vi) not encouraging opposition to annexation, (vii) preparing an annexation petition and map and (viii) such other assistance in furtherance of annexation as the CITY shall reasonably request. OWNER shall provide such cooperation in annexation proceedings either alone or in concert with other property owners seeking annexation.

Section 4. OWNER further agrees that the sewer services provided by CITY pursuant to this agreement are for the sole benefit of OWNER, OWNER'S successor owners in and their tenants. OWNER shall not assign the OWNER'S interest and rights under this agreement to any other entity without the consent of CITY in writing. In the event the OWNER conveys any portion of its interest in the premises to any other entity without providing for the express assumption by the successor owner of the obligations of the OWNER under this agreement, and OWNER fails to secure such an assumption within (30) days after notice from the CITY thereof, the CITY may, at its option, terminate the sewer services provided pursuant to this agreement.

Section 5. In consideration of CITY allowing to OWNER the privilege to receive sewer services for the premises located outside the CITY'S corporate limits, OWNER agrees to make payment to CITY as follows:

a. On the fifteenth (15th) day of April of each year OWNER shall pay to the CITY the sum of Two Hundred Fifty Dollars (\$250.00) for each residential unit located on the premises during the calendar year immediately preceding the year in which the April payment is to be made.

b. A residential unit is defined as a dwelling designed to be occupied by an individual or group of individuals living together in common living quarters.

c. Payments under this section shall be made to the CITY until annexation of the premises to the CITY'S corporate limit has been completed. Obligations under this section shall begin as of the date that sewer services are commenced by the CITY.

d. Sums due to the CITY pursuant to this Section 5 and remaining unpaid after the due date shall bear interest at the rate of eighteen percent (18%) per annum.

e. OWNER, including any tenants of owners, will provide the City an Annual Payroll Report. In addition, OWNER, including and tenants, will pay to the CITY an amount equal to the City Income Tax the CITY would have received had the Property been annexed into the CITY.

Section 6. On the date the premises become annexed to CITY'S corporation limits, OWNER, its successors and assigns and its tenant's obligations under Sections 4 and 5 shall cease. However, all previous payments made by OWNER to CITY pursuant to Sections I and 5 shall be retained by CITY and payments pursuant to Sections I and 5 shall be made to CITY for that portion of the year of annexation during which the premises were not within CITY'S corporation limit.

Section 7. Should the use of the premises change from _____, the parties agree that this Development Incentive Agreement shall terminate and that another Development Incentive Agreement shall be entered into containing a payment system consistent with the new use to which the premises is put.

Section 8. OWNER shall indemnify and hold CITY harmless from any liability of any nature which may result from the acts or omissions of OWNER, in entering into this agreement or performing its obligations under this agreement. Further, OWNER shall pay all attorney's fees and court costs incurred by CITY in defending itself against any such liability. **WARNING: It is unlawful for officials and employees of CITY to receive gratuities.**

Section 9. CITY'S failure to complain of any act or omission on the part of OWNER, no matter how long a time the same may continue, shall not be deemed to be a waiver of any right hereunder. No waiver by CITY at any time, express or implied, or any breach of any provision of this agreement shall be deemed a breach of any other provision of this agreement or consent to any subsequent breach of the same or any other provision.

Section 10. Any judicial action involving any controversy or claim arising out of, or relating to, this agreement or the breach thereof, shall be filed only in the Common Pleas Court Clark County, Ohio.

Section 11. All notices required or permitted to be given by either OWNER or the CITY under the terms of this agreement shall be in writing and sent by certified mail, return receipt requested, by courier service, or delivered in person to the above mentioned addresses. Mailed notices shall be effective upon delivery.

Section 12. This agreement may not be modified or amended except by a subsequent agreement in writing signed by the parties hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such condition or obligation.

Section 13. This agreement, including the exhibits attached hereto, constitutes the entire agreement and understanding between the parties hereto and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. No statements, agreements or understandings, representations, warranties or conditions not expressed in this agreement shall be binding upon the parties hereto, or shall be effective to interpret, change or restrict the provisions of this agreement unless such is in writing signed by both parties hereto and is by reference made a part hereof.

Section 14. This agreement is binding upon and inures to the benefit of the parties hereto, their respective legal representatives, successors and assigns. This Agreement shall be recorded in the office of the Recorder of Trumbull County, Ohio and constitutes a covenant running with the land.

WITNESS WHEREOF, the parties hereto have hereunto set their hands to duplicate originals as of the date first above written.

City of Niles, Ohio

SPONSORED BY FINANCE COMMITTEE
AUTHORIZED BY: SMITH

DRAFT NO. 169-19

ORDINANCE NO. _____

AN ORDINANCE APPROVING A THEN AND NOW PAYMENT REQUEST AUTHORIZING THE AUDITOR TO MAKE PAYMENT TO R & J TRUCK & AUTO BODY, INC. FOR VEHICLE REPAIRS TO THE CITY OF NILES FIRE DEPARTMENT TRUCK; AND, DECLARING AN EMERGENCY

WHEREAS, R & J Truck & Auto Body, Inc. submitted invoices for emergency services provided to the City of Niles Fire Department repairs as part of an insurance claim.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the Auditor to submit payment to R & J Truck & Auto Body, Inc. in the total amount of Seven Thousand Four Hundred Thirteen and 40/100 Dollars (\$7,413.40) for the emergency repairs to Fire Truck from an insurance claim for the Fire Department from Vehicle Maintenance Account, Account 217-1715-55050.

SECTION 2: This Ordinance is declared to be an emergency measure in the interest of the public health, safety and welfare. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the ____ day of _____, 2019 and signed by me as such Mayor on this ____ day of _____, 2019.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: SMITH

DRAFT NO. 170-19

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING MONTHLY CASH TRANSFERS; AND,
DECLARING AN EMERGENCY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Authorizing the cash transfer of One Million and no/100 Dollars (\$1,000,000.00) from the General Fund Account Transfer Account, No. 101-1090-59000 to the following Funds:

Monthly Cash Transfers		
From General Fund TRANSFER Account 101-1090-59000 To:		
FUND 217	Police & Fire 1%	\$1,000,000.00
		\$1,000,000.00

SECTION 2: This Resolution is hereby declared to be an emergency measure in the interest of the public health, safety and welfare for the reason that these funds are to be transferred on a regular basis. As such an emergency measure, this Resolution shall take effect immediately upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the ____ day of _____, 2019 and signed by me as such Mayor on this ____ day of _____, 2019.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: SMITH

DRAFT NO. 171-19

RESOLUTION NO. _____

A RESOLUTION APPROVING APPROPRIATIONS AND A TRANSFER OF FUNDS TO THE FIRE DEPARTMENT ACCOUNT DUE TO AN INSURANCE CLAIM; AND DECLARING AN EMERGENCY

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: That Council hereby authorizes the appropriation of Seven Thousand Seven Hundred Twenty Five and 40/100 Dollars (\$7,725.40) from the Unappropriated General Fund to the General Fund Transfer Account, Account No. 101-1090-59000.

SECTION 2: That Council hereby authorizes Authorizing the cash transfer of Seven Thousand Seven Hundred Twenty Five and 40/100 Dollars (\$7,725.40) from the General Miscellaneous Account 101-1090-59000 to the Police and Fire 1% Fund 217.

SECTION 3: That Council hereby authorizes the appropriation of Seven Thousand Seven Hundred Twenty Five and 40/100 Dollars (\$7,725.40) from the Police & Fire 1% Fund 217 to the Fire Vehicle Maintenance Account, Account No. 217-1715-53500.

SECTION 4: This Resolution is hereby declared to be an emergency measure in the interests of the public health, safety and welfare for the reason that funds received were from an insurance claim for damage to a fire truck. As such an emergency measure, this Resolution shall be effective upon passage by Council and approval by the Mayor.

Passed: _____

President of Council

Attest: _____

Clerk of Council

Received by the Mayor of the City of Niles this _____ day of _____, 2019,
and approved by me as such Mayor this _____ day of _____, 2019.

Mayor

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: SMITH

DRAFT NO. 172-19

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED CEMETERY FUND TO THE CEMETERY CONTRACTED LABOR ACCOUNT; AND, DECLARING AN EMERGENCY

WHEREAS, the Cemetery Department is in need of repairs to two (2) trucks resulting from damage (insurance claim);

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the appropriation of One Thousand One Hundred Forty One and 58/100 Dollars (\$1,141.58) from the Unappropriated Cemetery Fund to the Cemetery Contracted Labor Account, Account No. 255-555-53980 for the repairs to the two (2) cemetery trucks.

SECTION 2: This Resolution is hereby declared to be an emergency measure in the interest of the public health, safety and welfare. As such an emergency measure, this Resolution shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2019 and signed by me as such Mayor this _____ day of _____, 2019.

MAYOR