

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: SMITH

DRAFT NO. 150-19

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE BY INTERNET AUCTION OF CERTAIN OBSOLETE ITEMS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY; AND, DECLARING AN EMERGENCY

WHEREAS, the City has obsolete tools and equipment in the Wastewater Department; and

WHEREAS, these items are not needed for any purpose by the City; and

WHEREAS, the City has chosen GovDeals, 5907 Carmicheal Place, Montgomery, Alabama, as the vendor to implement an internet auction, to dispose of the vehicles.

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

SECTION 1: That this Council finds that the Wastewater Department is in possession of certain items, namely a **Travel Vac Truck; WACH'S TLV-300 Model 20 HP Kohler SN: 97-1065**, which is obsolete, surplus, has little monetary value, and is no longer needed for any municipal purpose. Council further finds that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.

SECTION 2: That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of such property by internet auction.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and, that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 4: That 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 immediate sale of such obsolete municipal property is necessary in order to assist in purchasing replacement tools or other equipment. As such an emergency measure, this Resolution shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

ATTEST: _____

CLERK OF COUNCIL

PRESIDENT 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: SAFETY COMMITTEE
AUTHORIZED BY: MARCHESE

DRAFT NO. 151-19

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SALE BY INTERNET AUCTION OF CERTAIN OBSOLETE VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY; AND, DECLARING AN EMERGENCY

WHEREAS, the Niles Police Department is in possession of vehicles that are no longer suitable for and not needed for any purpose by the City; and

WHEREAS, the City has chosen GovDeals as the vendor to implement an internet auction to dispose of the vehicles.

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

SECTION 1: That this Council finds that the Police Department is in possession of certain vehicles, namely: a 2007 Ford Crown Vic Police Interceptor – VIN 2FAFP71W87X152417; a 2008 Ford Crown Vic Police Interceptor – VIN 2FAFP71V58X175646; a 2007 Ford Crown Vic Police Interceptor – VIN 2FAFP71V58X178868; a 2007 Ford Crown Vic Police Interceptor – VIN 2FAFP71V78X175647, which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose. Council further finds that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.

SECTION 2: That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of such property by internet auction.

SECTION 3: That the net proceeds of the auction contemplated by this Resolution shall be deposited into the Police Department's Equipment Purchase Account; Account No. 236-3636-563000.

SECTION 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and, that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 5: That 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 immediate sale of such obsolete and unneeded municipal property is necessary in order to assist in purchasing replacement parts for other police vehicles. 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: SAFETY COMMITTEE
AUTHORIZED BY: MARCHESE

DRAFT NO. 152-19

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING AND REFERRING THE PETITION FOR AMENDING ZONING MAP FILED BY OUR LADY OF MOUNT CARMEL PARISH FOR PERMANENT PARCEL NOS.: 25-099361, 25-529876, 25-593200, 25-440700, 25-462900, 25-725300, 25-101260, AND 25-100850 TO THE PLANNING COMMISSION.

WHEREAS, Council has received a Petition to Amend Zoning Map for property known as parcel no.: 25-099361, 25-529876, 25-593200, 25-440700, 25-462900, 25-725300, 25-101260, AND 25-100850; owned by Our Lady of Mount Carmel Parish; and

WHEREAS, pursuant to N.C.O. 1117.03, Council is to refer any such petition to the Planning Commission for its review, recommendation, and report.

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

SECTION 1: That pursuant to Codified Ordinance No. 1117.03, Council hereby accepts and refers the Petition to Amend Zoning Map filed by Our Lady of Mount Carmel Parish to the Planning Commission for its review, recommendation, and report.

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 Council desires to have this legislation effective as soon as possible to ensure prompt action on all zoning issues which have an effect on the City as a whole. As such emergency measure, this Ordinance shall take effect upon passage by Council and approved 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

Office of Housing and Zoning Inspector

City Building
34 W. State Street
Niles, Ohio 44446

JEFFERY CROWLEY, SR.
Housing and Zoning Code
Enforcement Officer

Office: 330 544-9000 Ext. 1183
Fax: 330 544-3429
jcrowley@thecityofniles.com

Petition For Amending Zoning Map

Our Lady of Mount Carmel Parish 330-652-5825
Name of Petitioner(s) and Owner(s) of subject property Phone number

381 Robbins Avenue
Address of Petitioner/Owner

SEE ATTACHED

Lot number(s) of the parcels of land within the area proposed for amendment

Present zoning classification of the subject property: RB

Proposed classification of the subject property: B3

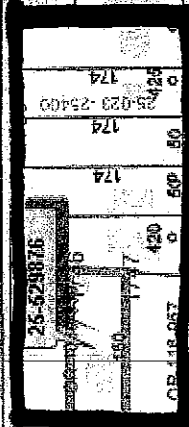
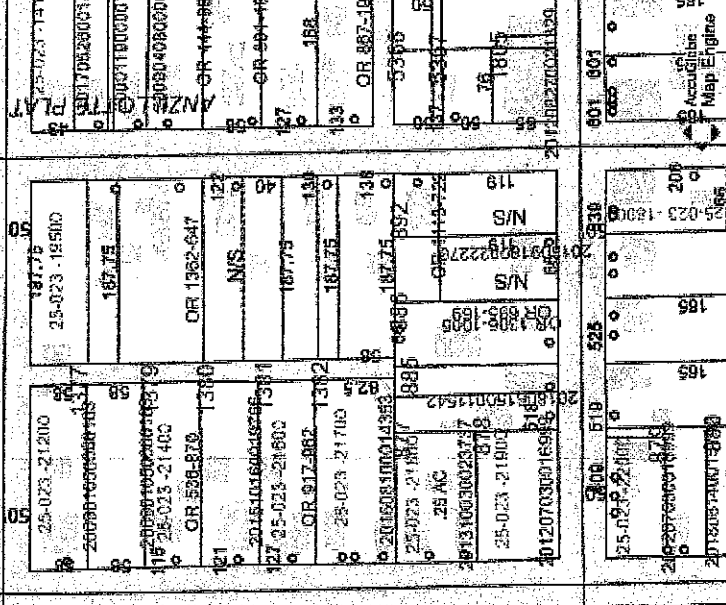
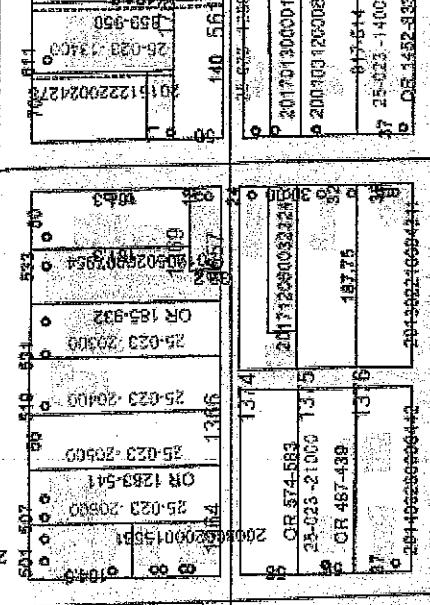
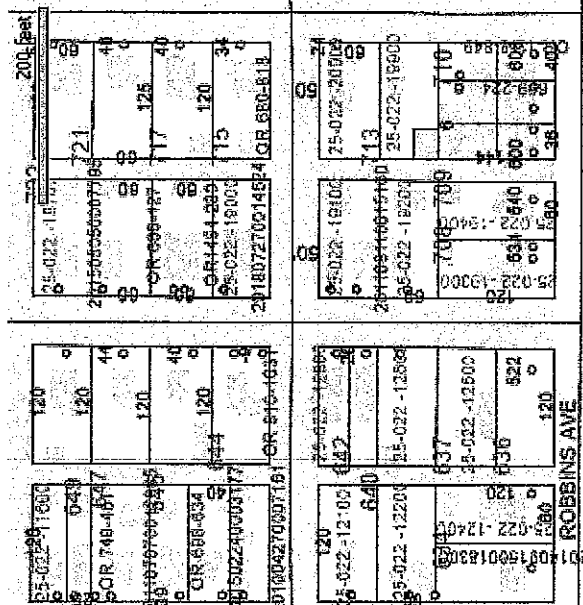
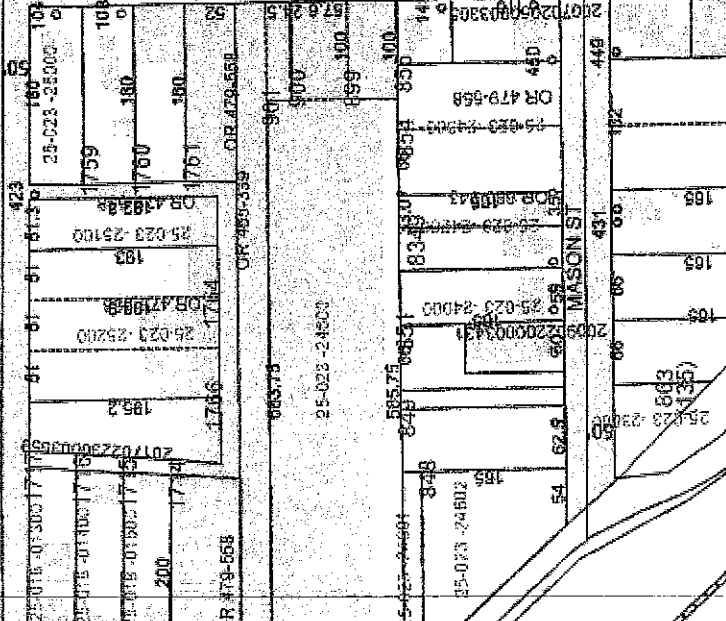
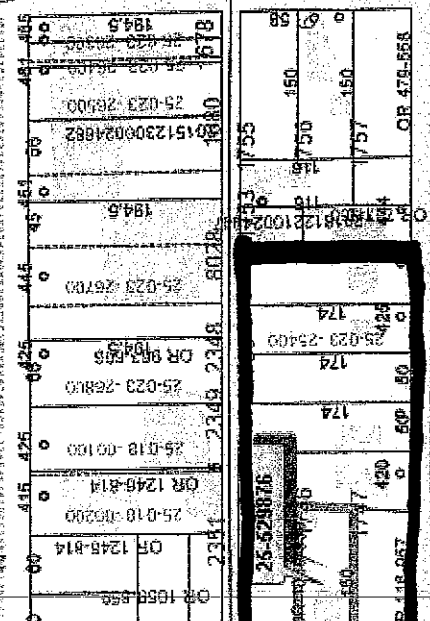
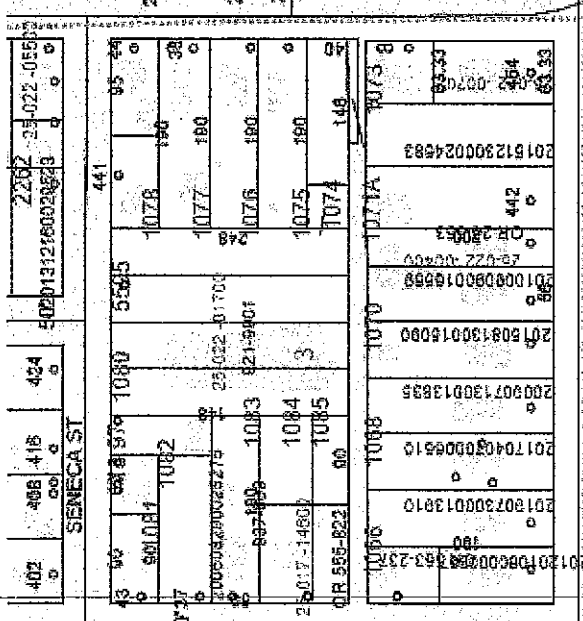
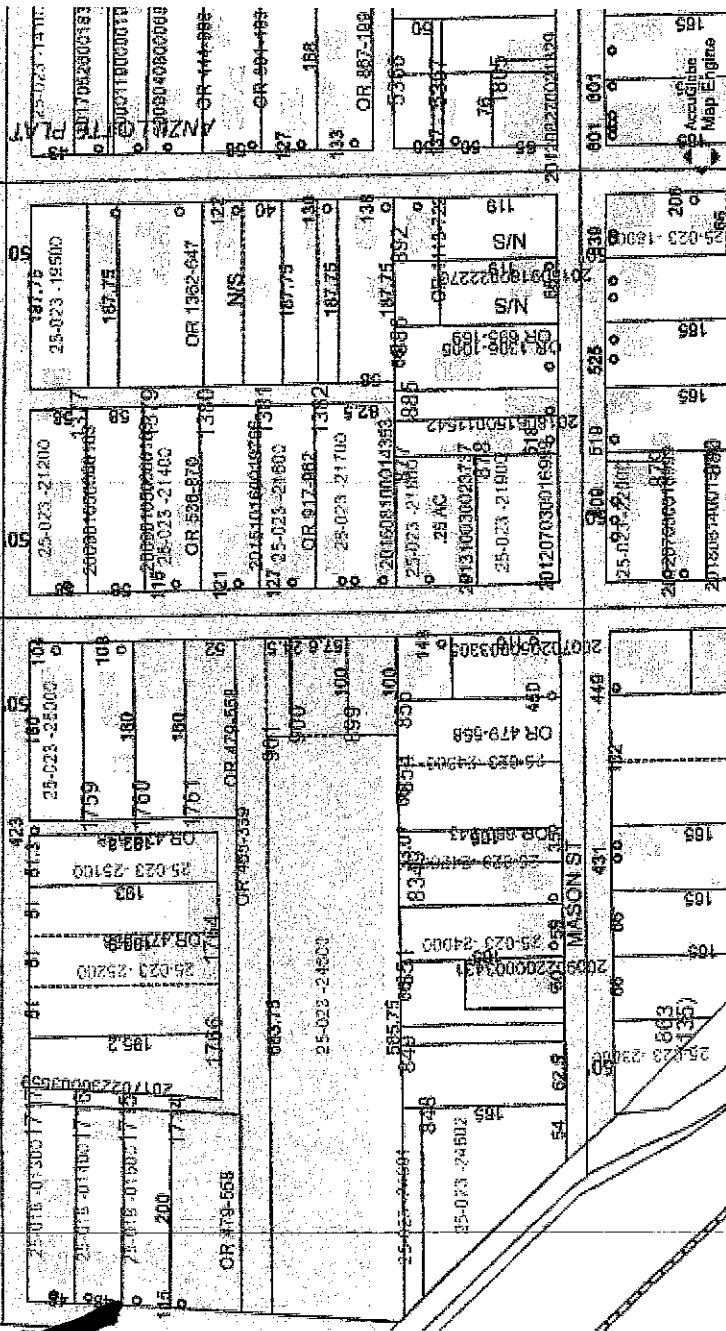
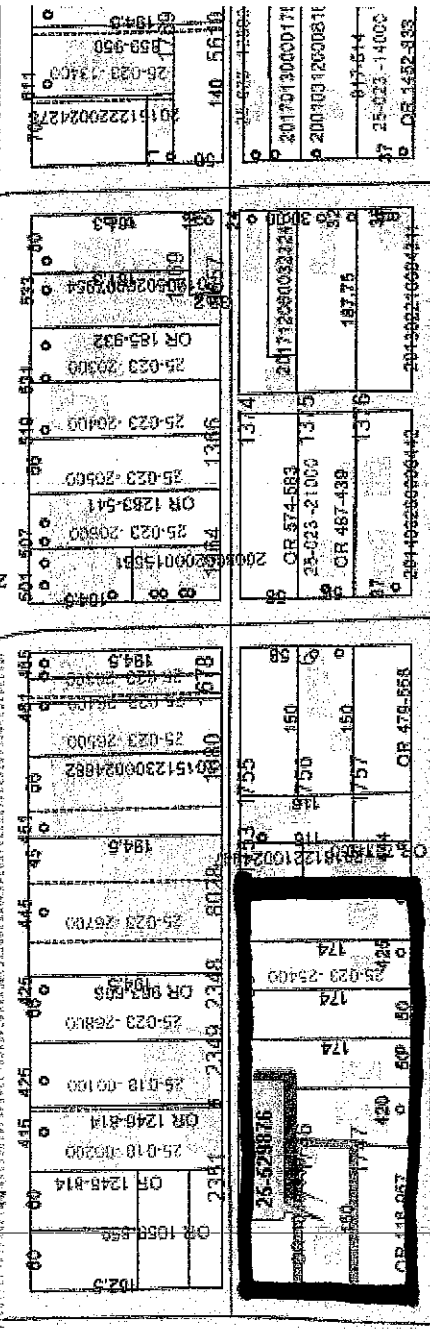
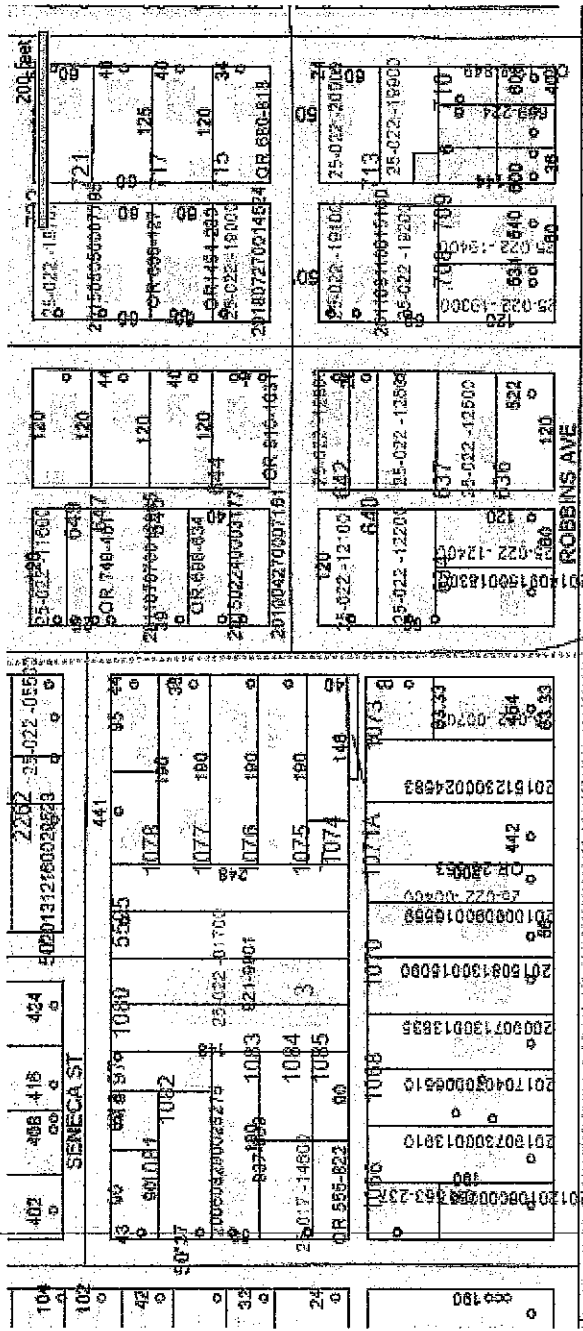
This form must be accompanied by the correct description and a map of the area that is the subject of the requested amendment.

Th. Mott Lawler

Signature of Petitioner(s)/Owner(s)

Fee of \$300.00 was paid on 9-30, 2019

Receipt # 317000



City of Niles, Ohio

DRAFT NO. 153-19

SPONSORED BY: COUNCIL AS A WHOLE
AUTHORIZED BY: ALL MEMBERS OF COUNCIL

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR and/or SERVICE DIRECTOR and/or AUDITOR TO ENTER INTO EXTENSION AGREEMENT TO EXISTING CONTRACT WITH JULIAN & GRUBE FOR ANNUAL AUDIT; AND DECLARING AN EMERGENCY

WHEREAS, the City of Niles is undergoing an annual audit of our accounts as previously approved by this Council; and

WHEREAS, Julian & Grube is supplying this Extension Agreement to apply the agreed upon procedures, the increase in expected/estimated hours needed to complete said Audit, and the clarification of the hourly rate.

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

SECTION 1: Council hereby authorizes the Mayor and/or Service Director and/or Auditor to enter into the Extension Agreement to the existing contract for the Julian & Grube, for the annual Audit (see attached Extension Agreement).

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

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 the _____ day of _____, 2019.

PRESIDENT OF COUNCIL

MAYOR

OHIO AUDITOR OF STATE KEITH FABER

88 East Broad Street
Columbus, Ohio 43215
IPACorrespondence@ohioauditor.gov
(800) 282-0370

EXTENSION AGREEMENT

This Agreement between Auditor of State Keith Faber (Auditor),
City of Niles, Trumbull County (Public Office), and
Julian & Grube, Inc., an independent public accountant (IPA), extends
an existing agreement between these parties as identified in SECTION I below and incorporated herein by
reference. These parties agree to abide by all terms and conditions of the original agreement, except as specifically
identified in Section II below, and that no remuneration will be granted in relation to work performed under
this modification/extension prior to the execution of this Agreement by all parties.

SECTION I – ORIGINAL CONTRACT INFORMATION

Public Office Name on RFP City of Niles
Original Contract Period 1/1/14 - 12/31/18 Date MOA Executed 4/9/2015
Date RFP was issued 2/27/2015 E-mail qmelio@thecityofniles.com
Public Office Contact Giovanna Merlo E-mail tweaver@jginc.com
IPA Contact Tara Weaver

SECTION II – EXTENSION INFORMATION

Extension Period: 1/1/2019 to 12/31/2023
Check one: Annual Audit or Biennial Audit

The RFP and related contract are hereby amended for the audit periods noted above as follows:

Work Papers, Work Product, and Records Retention

The IPA will maintain all engagement documentation in segregated files. The IPA agrees to provide the Auditor of State unconditional access to examine and review engagement documentation created or obtained by the IPA involving its performance under the contract. The IPA agrees to provide copies of any engagement documentation determined necessary by the Auditor of State. The Auditor of State is bound by ORC 4701.19, which provides that an IPA's engagement documentation remains the property of the IPA, even in the possession of the Auditor of State's office, and are not public records available for public disclosure. In the case of support for a finding for recovery, the Auditor of State may request the IPA to sign a limited waiver of this statutory provision. The IPA also will maintain and provide access to timesheets and expense reports that support the IPA's invoices under the contract. All such engagement documentation, timesheets, and expense reports shall be retained by the IPA for a period of five (5) years from the date of completion of the contract.

Review of Reports and Work Papers - Access to / Retention Thereof

Furthermore, should it be necessary for AOS to send a notice of proposed finding regarding a potential finding for recovery, AOS will require the IPA to execute a limited waiver, to be prepared by AOS. It is the AOS' policy to allow the individual subject to the proposed FFR to review the engagement documentation (i.e. work papers) on which the proposed finding is based. Since Ohio Rev. Code § 4701.19 provides that an IPA's engagement documentation remains the property of the IPA, even in the possession of the AOS, it is necessary for the IPA to execute the limited waiver for the sole purpose of permitting AOS to show supporting documents (i.e. work papers) to those subject to proposed findings for recovery.

Efficient • Effective • Transparent

Extension Agreement
City of Niles

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SECTION II – EXTENSION INFORMATION (continued)

Federal Awards

The IPA firm anticipates 1 major programs to be included in the Single Audit testing for each year of the contract.

Contract Modifications

Modifications should only be requested for issues which were not known at the time of the original proposal, including but not limited to, changes in accounting or professional standards, changes in reporting entity, significant changes in funding, due date changes, etc. IPAs must utilize the Contract Modification application via the IPA Portal, after any necessary discussions with the Auditor of State representative, and obtain the Public Office's approval per the Auditor of State's contract modification policy. The Auditor of State will review, and if determined appropriate, approve the signed contract modification, which will set forth the terms of the contract between the Auditor of State, the Public Office and the firm. **Such agreement must be executed by the Auditor of State prior to the performance of any additional work. No remuneration will be granted in relation to work performed prior to execution of such agreement.** Any additions or reductions to the work agreed to between the Public Office and the firm shall be at an hourly rate that will not exceed the average hourly rate for the corresponding fiscal period set forth in the schedule of fees and expenses included in the original dollar cost bid, except in limited circumstances approved by the Auditor of State where the total cost for the audit period does not exceed the original proposed amount.

The IPA agrees to work closely with the Auditor of State's office and the Public Office to resolve issues as they arise prior to performance of additional procedures perceived to be beyond the scope of a prudent proposal submitted in response to this Request for Proposals.

Note: If the contract requires MBE/EDGE participation (Section I.E), any change in hours must be evaluated to determine the impact on the 15% cost requirement. Any change in cost would impact the dollar amount required to be set aside for the MBE/EDGE firm. If the modification causes the hours to exceed 800, a MBE/EDGE firm must be added to the engagement for the affected period.

Hinkle Annual Financial Data Reporting System (Hinkle System)

As required by Ohio Revised Code 117.38, local public offices must file their annual financial reports with the Auditor of State (AOS). As described in Auditor of State Bulletin 2015-007, all entities required to file with the AOS must file electronically via the Hinkle Annual Financial Data Reporting System (Hinkle System).

As required by the Bulletin, any independent public accounting (IPA) firms contracted to perform audits for the AOS will audit the financial statements uploaded and submitted to the AOS via the Hinkle System. At the commencement of the audit, the IPA will verify with the entity that the financial statements submitted via the Hinkle System are the final, unaudited financial statements for the audit period. If the financial statements required modification, the entity must contact the AOS at HinkleSystem@ohioauditor.gov in order to re-file.

When financial statements filed via the Hinkle System are audited by the IPA firm, the Hinkle System will include an audit adjustment application which requires the IPA firm to key in audit adjustments for cities, counties, schools, community schools, townships, libraries and villages to Hinkle System data as part of the audit finalization procedures. The adjustments should be entered prior to submitting the final report package to ipareport@ohioauditor.gov.

Completed forms should be e-mailed to: IPACorrespondence@ohioauditor.gov (or faxed to 866-603-0003)

Extension Agreement
City of Niles

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Manner of Payment

The Auditor of State requires that electronic invoices be submitted for Auditor of State approval via the IPA Portal billing process prior to presenting the invoice to the Public Office for payment. No payments should be processed by the Public Office without Auditor of State approval.

Progress payments should be made on the basis of work completed during the billing period incurred in accordance with the firm's cost proposal. Interim billings shall cover a period of not less than a calendar month. Billings for work completed must be submitted to the Auditor of State timely.

For the final billing, invoices will be processed as above; however, they must provide total actual hours for the engagement. In addition, invoices must be submitted no later than 90 days after the release of the report by the Auditor of State's Clerk of the Bureau. Invoices may NOT be permitted to be submitted and accepted for processing after the 90 days have expired.

All invoices must certify that all amounts set forth therein are properly due and payable for work performed by the IPA and/or by the specified qualified subcontractors, if applicable.

Subject to approval of the billing, the amount paid to the IPA for each billing shall be the total amount billed. However, under no circumstances shall the total amount paid prior to final acceptance of the engagement work for the fiscal period in question exceed eighty (80) percent of the total fee for the current engagement fiscal period, as specified in the contract. Upon approval of the final reports by the Auditor of State, the IPA may submit an invoice for the remainder due for the current engagement fiscal period. No payment shall be construed as acceptance of the engagement work or of any reports by the Auditor of State.

The Auditor of State may inspect the records and work papers of the IPA and of any subcontractor to determine the validity of billings. Adequate records shall be maintained by the IPA to support all billings.

Date Final Report is Due

It is anticipated this process will be completed and the final report delivered by June 30 for each engagement period of the contract. The final report package should be e-mailed to ipareport@ohioauditor.gov no later than this date.

Affirmations

The IPA shall mark "Affirmed" or "N/A," as applicable, for each of the affirmations noted in the attached Mandatory Elements Form.

Cost: Refer to the attached Schedule of Professional Fees and Expenses for details related to the costs associated with this Extension.

Indemnification

The IPA shall indemnify, defend, and hold harmless the Auditor of State, and its personnel, officers, and employees from and against any claims, liabilities, expenses or suits relating to this Agreement or the services provided by the IPA under this Agreement as to any suit, action, or claim asserted or prosecuted by third parties solely for death, bodily injury, or physical damage to real or tangible personal property to the extent directly and proximately caused by the negligent acts or intentional misconduct of the IPA or its subcontractor while engaged in the performance of the Services; and, at its own expense in any such instances, the IPA shall pay all attorneys' fees, damages, court costs, and other expenses arising out of any such litigation or claim; and, at its own expense, the IPA shall satisfy and cause to be discharged any judgments as may be obtained against the Auditor of State or any of its personnel, officers, or employees pursuant to any such litigation or claim, provided, however, if there is also fault on the part of any entity or individual indemnified hereunder or any entity or individual acting on the Auditor of State's behalf, the foregoing indemnification shall be on a comparative fault basis.

Completed forms should be e-mailed to: IPACorrespondence@ohioauditor.gov (or faxed to 866-603-0003)

SECTION II – EXTENSION INFORMATION (continued)

The IPA shall indemnify, defend and hold harmless the Auditor of State and its personnel from all Claims attributable to the claims or suits asserted or prosecuted by third parties for infringement by a Deliverable of any patent existing at the time of delivery and known to the IPA or copyright or any unauthorized use of any trade secret, except to the extent that such infringement or unauthorized use arises from, or could have been avoided except for (i) modification of such Deliverable other than by the IPA or its subcontractors or use thereof in a manner not contemplated by the Agreement, (ii) the failure of the indemnified party to use any corrections or modifications made available by the IPA, (iii) information, materials, instructions, specifications, requirements or designs provided by or on behalf of the indemnified party, or (iv) the use of such Deliverable in combination with any platform, product, network or data not provided by the IPA. If the Auditor of State or the Client's use of any such Deliverable, or any portion thereof, is or is likely to be enjoined by order of a court of competent jurisdiction as such an infringement or unauthorized use, the IPA, at its option and expense, shall have the right to (x) procure for Auditor of State and Client the continued use of such Deliverable, (y) replace such Deliverable with a non-infringing Deliverable, or (z) modify such Deliverable so it becomes non infringing; provided that, if (y) or (z) is the option chosen by the IPA, the replacement or modified Deliverable is capable of performing substantially the same function. In the event the IPA cannot reasonably procure, replace or modify such Deliverable in accordance with the immediately preceding sentence, the IPA may require the Auditor of State and Client to cease use of such Deliverable and refund the professional fees paid to the IPA with respect to the Services giving rise to such Deliverable.

The foregoing provisions of this Section constitute the sole and exclusive remedy of the indemnified parties, and the sole and exclusive obligation of the IPA, relating to a claim that any of the IPA's Deliverables infringes any patent, copyright or other intellectual property right of a third party.

As a condition to the foregoing indemnity obligations, the IPA shall be given written notice of the assertion of such claims or suits for which indemnification is sought (an "Indemnity Claim") promptly after such matters are brought to the attention of the Auditor of State and shall cooperate in all reasonable and customary respects with the IPA in connection with any such Indemnity Claim, suit or claim covered by the indemnity obligation. The IPA shall be entitled to defend, settle, and control the handling of any such Indemnity Claim, in its sole discretion, with counsel of its own choosing. The IPA, however, shall not settle any such indemnity Claim without the prior written consent of the Auditor of State (which shall not be unreasonably withheld) except such consent is not required if (1) the sole relief provided is the payment of monetary damages by the IPA or, to the extent that any non-monetary relief is provided, such non-monetary relief is applicable only to the IPA, (2) there is no admission of any fault or wrongdoing on the part of the Auditor of State, and (3) the compromise or settlement contains a full and unconditional release (other than a condition of receipt of payment from the IPA) of the Auditor of State from liability in respect of such Indemnity Claim. Subject to the assent of the Attorney General of Ohio, the Auditor of State shall be permitted to participate in (but not control) the defense and settlement of any such Indemnity Claim that impacts the interest of the state of Ohio and to employ separate counsel in connection with such Indemnity Claim. The fees and expenses of such separate counsel shall be at the Auditor of State's expense. Nothing contained herein, however, is intended to confer to any third party any right or benefits hereunder; nor is the foregoing indemnification obligation intended to alter or extend the IPA firm's liability for failure to comply with the terms of the Agreement or for professional negligence or misconduct.

The IPA shall be solely responsible to Auditor of State and the Client for the performance of the services provided by the IPA under this Agreement. The Client agrees that it will not bring any claims or suits arising from or relating to the IPA's performance of the services under this Agreement against the Auditor of State.

Completed forms should be e-mailed to: IPACorrespondence@ohioauditor.gov (or faxed to 866-603-0003)

SECTION III – RECITALS/APPROVAL

Due to the need for a contract extension, as stated in SECTION II above, the parties with intent to be legally bound agree as follows:

1. IPA shall, in the performance of its engagements related to the Public Office for the fiscal period(s) set forth in the original Contract, previous Modification Agreements, and in this Agreement, perform all engagement work as set forth in the original Memorandum of Agreement, previous Modifications Agreements and in this Agreement;
2. The performance of the engagement work provided for in this Agreement, and all related payments provided for herein, shall in all respects be subject to the terms and conditions set forth in the original Contract;
3. Should this extension result in the total hours of the contract to exceed the threshold established for use of a MBE/EDGE subcontractor, the IPA shall follow all minority participation and other relevant requirements of the original contract. If applicable, the required MBE/EDGE subcontractor with respect to this Agreement will be:

Subcontractor: _____
Address: _____

4. Should this extension involve the use of other subcontractors, the IPA shall follow all relevant requirements of the original contract. If applicable, the other subcontractor with respect to this Agreement will be:

Subcontractor: _____
Address: _____

In the event of any conflict or inconsistency between the provisions of this Agreement and the parties' prior contract, the provisions of this Agreement shall control in all respects.

IN WITNESS WHEREOF, Auditor, Public Office and IPA have executed this agreement.

Tara L. Weaver, Digitally signed by Tara L.
Weaver, CPA

CPA

Date: 2019.09.30 10:45:31 -04'00'

Julian & Grube, Inc.

Date

Legislative Authority or Designee for City of Niles

Date

Auditor of State

Date

Completed forms should be e-mailed to: IPACorrespondence@oliniauditor.gov (or faxed to 866-603-0003)

City of Niles
Trumbull County

SCHEDULE OF PROFESSIONAL FEES AND EXPENSES
TO SUPPORT THE TOTAL ALL-INCLUSIVE FIXED FEE
FOR AUDIT SERVICES – 1/1/19 - 12/31/23 EXTENSION

	Hours	Average Hourly Rate	Total Fixed fee	Amount attributed to MBE/EDGE (if applicable)
Partners	48			
Managers	110			
Supervisory staff	170			
Staff	392			
Other (specify): Paraprofessional	10			
Total for period ending 2019	730	\$ 55.00	\$ 40,150.00	\$ 0
Fiscal period ending 2020	730	\$ 55.00	\$ 40,150.00	\$ 0
Fiscal period ending 2021	730	\$ 55.00	\$ 40,150.00	\$ 0
Fiscal period ending 2022	730	\$ 55.00	\$ 40,150.00	\$ 0
Fiscal period ending 2023	730	\$ 55.00	\$ 40,150.00	\$ 0
Total for fiscal periods 2019 - 2023	3650	\$ 55.00	\$ 200,750.00	\$ 0.00

**MANDATORY ELEMENTS
Required Affirmations**

PUBLIC OFFICE: _____

City of Niles

COUNTY: Trumbull

CONTRACT NUMBER: F1740-54918

CONTRACT PERIOD: 1/1/19 - 12/31/23

To be considered, the proposal must address every one of the elements. When these are not fully addressed, proposals will be considered non-responsive to the RFP and will not be evaluated further. Please ensure these affirmations are the first element of your firm's proposal and indicate your firm's agreement with the affirmation by checking the respective box for each affirmation.

1.	<p>CPA Licensure Laws Our firm is licensed by the Ohio Accountancy Board to do business in Ohio and will remain in compliance with Ohio CPA licensure laws and rules.</p>	<input checked="" type="checkbox"/> Affirmed
2.	<p>CPE requirements Our firm and all assigned key professional staff are, and will remain, in compliance with governmental qualification standards, including governmental continuing education requirements.</p>	<input checked="" type="checkbox"/> Affirmed
3.a.	<p>Peer Review (Opt. 1) Our firm has undergone an external quality control peer review, conducted in accordance with generally accepted government auditing standards, within the last three years and received a pass rating. The current report is on file with the Auditor of State's Office.</p>	<input checked="" type="checkbox"/> Affirmed <input type="checkbox"/> N/A
3.b.	<p>Peer Review (Opt. 2) In accordance with GAGAS 3.97, our firm is not yet required to have an external quality control peer review, conducted in accordance with generally accepted government auditing standards. When required, our firm will have the appropriate peer review conducted and provide a copy of the report to the Auditor of State's Office.</p>	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
4.	<p>Ohio Ethics Laws Our firm and all assigned key professional staff are, and will remain, in compliance with the requirements of Ohio's Ethics Law, as applicable and found at § 2921.42 and in Chapter 102 of the Ohio Revised Code.</p>	<input checked="" type="checkbox"/> Affirmed
5.	<p>Rules and Laws Regarding Conflicts of Interest Our firm and all assigned key professional staff are, and will remain, in compliance with laws and rules regarding conflicts of interest.</p>	<input checked="" type="checkbox"/> Affirmed
6.	<p>Unresolved Findings for Recovery Our firm is not subject to any unresolved finding for recovery issued by the Auditor of State under Ohio Rev. Code § 9.24, or our firm has taken appropriate remedial steps required under R.C. § 9.24. Our firm agrees that if this statement is deemed to be false, the contract shall be declared "void ab initio" between the parties, and the City of Niles will not be obligated to pay for goods or services rendered under the contract. Any funds paid under the contract shall be remitted by our firm to the City of Niles or an action for recovery of such payments may result.</p>	<input checked="" type="checkbox"/> Affirmed
7.a.	<p>Independence - Nonaudit Services Provided (Opt. 1) > Our firm has listed and described in our proposal any and all nonaudit services that have been provided to the City of Niles over the previous five (5) years from the date of our proposal or are expected to be provided during the contract term; > Our firm and all assigned key professional staff are independent of the City of Niles as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>; > Our firm and all assigned key professional staff are, and will remain, in compliance with GAO rules relating to auditor independence; and > In providing such nonaudit services, our firm did not perform management functions, make management decisions for the City of Niles nor lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude our firm would be auditing our own work.</p>	<input checked="" type="checkbox"/> Affirmed <input type="checkbox"/> N/A
7.b.	<p>Independence - Nonaudit Services NOT Provided (Opt. 2) > Our firm and all assigned key professional staff are independent of the City of Niles as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>; > Our firm has not provided nonaudit services affecting the audit periods that involved performing management functions or making management decisions for the City of Niles, and > if selected, our firm will not provide nonaudit services to the City of Niles during the term of the contract that would require our firm to perform management functions or make management decisions for the entity, or would lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude that our firm would be auditing our own work.</p>	<input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A
8.	<p>Independence - Entity's Components > Our firm and all assigned key professional staff are independent of the entity's components listed in Section III (G); of the Request for Proposal.</p>	<input checked="" type="checkbox"/> Affirmed <input type="checkbox"/> N/A

9.a.	<p>Independence - Entity's Components - Nonaudit Services Provided (Opt. 1)</p> <p>Our firm has listed and described in our proposal any and all nonaudit services that have been provided to the City of Niles _____'s components listed in Section III(G) of the Request for Proposal over the previous five (5) years from the date of our proposal, or are expected to be provided during the contract term;</p> <p>Our firm and all assigned key professional staff are independent of the City of Niles _____'s components as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>;</p> <p>Our firm and all assigned key professional staff are, and will remain, in compliance with GAO rules relating to auditor independence; and</p> <p>In providing such nonaudit services, our firm did not perform management functions, make management decisions for the City of Niles _____'s components nor led reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude our firm would be auditing our own work.</p>	<p><input checked="" type="checkbox"/> Affirmed <input type="checkbox"/> N/A</p>
9.b.	<p>Independence - Entity's Components - Nonaudit Services NOT Provided (Opt. 2)</p> <p>Our firm and all assigned key professional staff are independent of the City of Niles _____'s components as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>;</p> <p>Our firm has not provided nonaudit services affecting the audit periods that involved performing management functions or making management decisions for the City of Niles _____'s components; and</p> <p>If selected, our firm will not provide nonaudit services to the City of Niles _____'s components during the term of the contract that would require our firm to perform management functions or make management decisions for the City of Niles _____'s components, or would lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude that our firm would be auditing our own work.</p>	<p><input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A</p>
10.	<p>Independence - Oversight Unit if Entity is a Component of Another Public Office</p> <p>Our firm and all assigned key professional staff are independent of the following Oversight Unit:</p>	<p><input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A</p>
11.a.	<p>Independence - Oversight Unit if Entity is a Component of Another Public Office - Nonaudit Services Provided (Opt. 1)</p> <p>Our firm has listed and described any and all nonaudit services that have been provided to _____ over the previous five (5) years from the date of the proposal.</p> <p>Our firm and all assigned key professional staff are independent of _____ as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>;</p> <p>Our firm and all assigned key professional staff are, and will remain, in compliance with GAO rules relating to auditor independence; and</p> <p>In providing such nonaudit services, our firm did not perform management functions, make management decisions for _____ nor led reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude our firm would be auditing our own work.</p>	<p><input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A</p>
11.b.	<p>Independence - Oversight Unit if Entity is a Component of Another Public Office - Nonaudit Services NOT Provided (Opt. 2)</p> <p>Our firm and all assigned key professional staff are independent of _____ as defined by U.S. Government Accountability Office's <i>Government Auditing Standards</i>;</p> <p>Our firm has not provided nonaudit services affecting the audit periods that involved performing management functions or making management decisions for _____;</p> <p>If selected, our firm will not provide nonaudit services to _____ during the term of the contract that would require our firm to perform management functions or make management decisions for the entity, or would lead reasonable third parties, with knowledge of the relevant facts and circumstances, to conclude that our firm would be auditing our own work.</p>	<p><input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A</p>
12.	<p>Personal and External Impairments</p> <p>Our firm and all assigned key professional staff have no personal or external impairments to independence due to relationships with the City of Niles _____, and have listed and described in our proposal all our firm's professional relationships that could affect our impartiality or the appearance of impartiality involving the City of Niles _____ or any of its agencies/agencies or components/agencies, components or oversight unit, as applicable for the past five (5) years from the date of the proposal; if appropriate, our proposal has included a statement explaining why such relationships do not constitute an independence issue relative to performing the proposed audit.</p> <p>Our firm shall give the City of Niles _____ and the Auditor of State written notice of any professional relationships entered into during the period of this agreement, relative to parties connected to this proposed engagement that could affect our impartiality or the appearance of impartiality.</p> <p>Prior to entering into any new agreement to provide any nonaudit service to the City of Niles _____ during the term of the contract, our firm will notify the Auditor of State through completion of the IPA Nonaudit Service GAO Independence Notification/Evaluation (Exhibit E. of the RFP). By filing this form, our firm asserts the non-audit service does not impair our firm's independence.</p>	<p><input checked="" type="checkbox"/> Affirmed</p>
13.	<p>Inappropriate Public Office Contact</p> <p>Our firm and all assigned key professional staff have not made, and will not make, any contact with personnel of the City of Niles _____ regarding this request for proposal other than allowed by Section I. C. of the RFP.</p>	<p><input checked="" type="checkbox"/> Affirmed</p>
14.	<p>Subcontractors</p> <p>If subcontractors are engaged, our firm will ensure the subcontractor(s) have met all applicable elements listed in the affirmations above.</p>	<p><input type="checkbox"/> Affirmed <input checked="" type="checkbox"/> N/A</p>
15.	<p>Irrevocable Offer</p> <p>Our firm's proposal is a firm and irrevocable offer for 90 days.</p>	<p><input checked="" type="checkbox"/> Affirmed</p>

City of Niles, Ohio

SPONSORED BY: SAFETY and FINANCE COMMITTEES DRAFT NO. 154-19
AUTHORIZED BY: MACHESE and SMITH

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE \$95,238.09 GRANT TO THE FIRE DEPARTMENT FROM ASSISTANCE TO FIREFIGHTERS AND FOR APPROVING APPROPRIATIONS AND A TRANSFER OF FUNDS TO THE FIRE DEPARTMENT ACCOUNT; AND DECLARING AN EMERGENCY

WHEREAS, said grant is for \$95,238.09 with the city providing matching funds of \$4,761.91; and

WHEREAS, the city's share is expected to be paid from The Unappropriated Police and Fire 1% Fund to the Fire Grants Fund, Account No. 217-1715-56560.

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

SECTION 1: That Council hereby authorizes acceptance of the ninety five thousand two hundred thirty eight and 09/100 dollars (\$95,238.093) grant from the Assistance to Firefighters.

SECTION 2: That Council hereby authorizes the appropriation of ninety five thousand two hundred thirty eight and 09/100 dollars (\$95,238.093) from the Unappropriated General Fund 101 to the General Fund Miscellaneous Transfer Account, Account No. 101-1090-59000.

SECTION 3: That Council hereby authorizes the cash transfer of ninety five thousand two hundred thirty eight and 09/100 dollars (\$95,238.093) from the General Fund Miscellaneous General Account, Account No. 101-1090-59000 to the Police & Fire 1% Fund.

SECTION 4: That Council hereby authorizes the appropriation of ninety five thousand two hundred thirty eight and 09/100 dollars (\$95,238.093) from the Police & Fire 1% Fund to the Fire Grant Account, Account No. 217-1715-56560.

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 funds received were a grant to the fire department. 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: IMPROVEMENTS COMMITTEE
AUTHORIZED BY: LASTIC

DRAFT NO. 155-19

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PARK PLACE – PHASE 3 FROM HOME ANDLAND DEVELOPERS, LLC FOR THE PARK PLACE VILLAS PROJECT; AND, DECLARING AN EMERGENCY

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

SECTION ONE: Council hereby accepts the Park Place Phase 3 from Home and Land Developers, LLC, the developer for the Park Place Villa Project. (See Attached)

SECTION TWO: This ordinance is hereby declared to be an emergency measure in the interests of the public health, safety and welfare, for the reason that its immediate effectiveness will allow development of the Park Place Villa Project to continue, providing new residential housing in the City of Niles. As such an emergency measure, this ordinance 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 on the ____ day of _____, 2019.

MAYOR

CITY OF NILES
ENGINEERING DEPARTMENT
34 West State Street
Niles, OH 44446

Monday, June 17, 2019

Buckeye Civil Design, LLC
PO Box 283
North Lima, OH 44452

Attn: Harry C. Bircher, PE
Project Manager

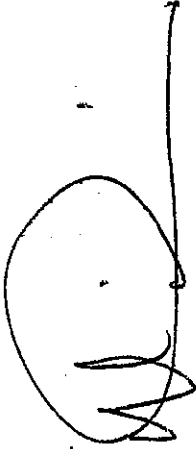
Re: Final Plan Approval
Park Place – Phase 3

Please accept this letter as final plan approval for the following:

1. Roadway and stormwater plans are approved for construction.
2. Sanitary Sewer and Waterline plans are approved for construction.

Respectfully,

Michael Sliwinski P.E.



Jeff Crowley

From: Kevin Robertson
Sent: Tuesday, September 24, 2019 7:56 AM
To: Jeff Crowley
Subject: RE: Altobelli Planning Commission

Jeff,

Final plan approval has been submitted for Phase 3 of Park Place Villas. This final approval accepts the following: Roadway, storm water, sanitary, and waterline design. Construction may start for the previously listed items. Once a final plat and as built drawing for Phase 3 is submitted and a signed/stamped final plat is recorded at the Trumbull County Recorder the owner could then begin selling lots.

Thanks

Kevin Robertson

Assistant Water Superintendent/Project Manager / Public Utilities Infrastructure Coordinator
City of Niles
34 West State St.
Niles, Ohio 44446
330-544-9000 X 1171

From: Jeff Crowley
Sent: Monday, September 23, 2019 3:51 PM
To: Kevin Robertson
Subject: Altobelli Planning Commission

Kevin,

Please get me an email before the Planning Commission meeting on October 25th stating everything is okay to procedure with the finale plat vote per council ordinance. Phil suggested I should have something in the file from your department. Obviously we need to figure out the \$5,000 fee payment.

1175.04 FINAL PLAT.

(a) The Planning Commission will not consider a final plat of any subdivision of land until the required improvements have been completed or until in lieu of such completion, the subdivider has made arrangement satisfactory to the Planning Commission, guaranteeing the installations of such improvements either by cash deposit or by satisfactory bond.

(b) The Planning Commission will accept a certification from the City Engineer for all subdivisions located within the corporate area of the City, or a certificate from the County Engineer, County Sanitary Engineer and County Health Commissioner for those subdivisions located in the unincorporated area of jurisdiction of the City Planning Commission, indicating that all improvements have been installed in accordance with their specifications.

Thanks!

Jeff

Jeff Crowley Sr., CCEO
Certified Code Enforcement Officer
Housing and Zoning Inspector

Office of Housing and Zoning Inspector

City Building
34 W. State Street
Niles, Ohio 44446

JEFFERY CROWLEY, SR.
Housing and Zoning Code
Enforcement Officer

Office: 330 544-9000 Ext. 1183
Fax: 330 544-3429
jcrowley@thecityofniles.com

September 25, 2019

*Jerry Altobelli
304 Vienna Ave.
Niles, OH 44446*


RE: Planning Commission Meeting 9-25-19

Dear Mr. Altobelli,

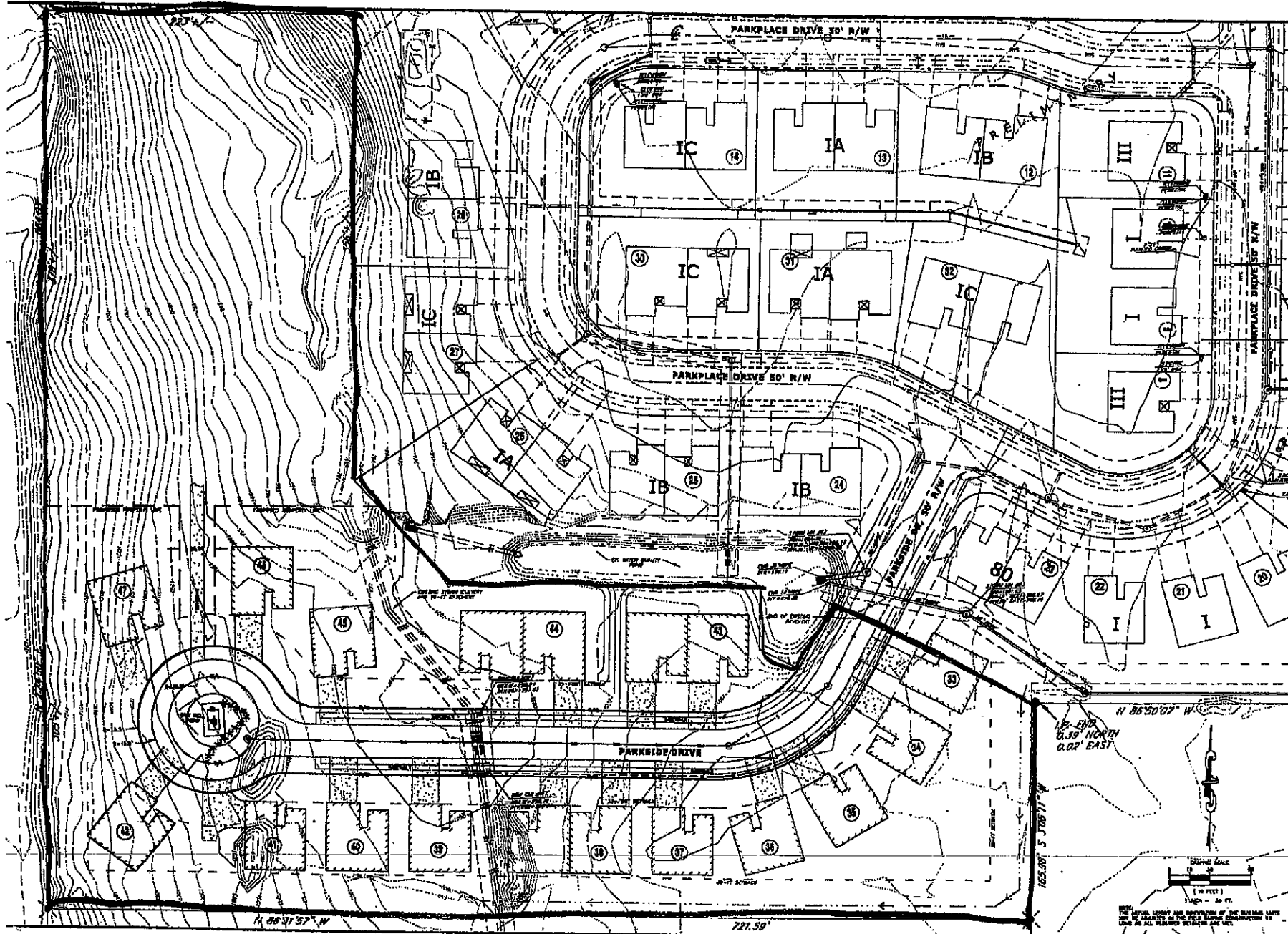
I am writing this letter to notify you that the Niles Planning Commission has approved the final plat for Park Place Allotment, Phase III.

If you have any questions on this matter, please contact my office.

Sincerely,


Jeffrey Crowley Sr.

JC/nc




BUCKEYE
 CIVIL DESIGN, LLC
 7400 Eastman Road, Suite 100
 P.O. Box 283
 North Lima, Ohio 44130
 Phone 330-548-9375 Fax 330-548-9383

PREPARED FOR:
ALTOBELLI REAL ESTATE
 C/O JERRY ALTABELLI
 304 VERNIA AVE
 WILSON, OHIO 44146
 PH 330-492-0200

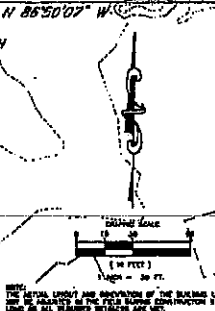
REVISIONS:

1		
2		
3		
4		
5		

DRAWING NO. 105
 DRAWING FOR:
 PROJECT NO. 10
 PERMITS: 4873-17
 PROJECT:
 DATE: 10-24-08

PARK PLACE
 CONDOMINIUM DEVELOPMENT
PRELIMINARY
 LAYOUT #5

SCALE
1" = 30'
 SHEET NUMBER
1 OF 1



City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE

DRAFT NO. 156-19

AUTHORIZED BY: SMITH

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CHANGE ORDER FOR THE NILES SAFETY SERVICES BUILDING PHASE 2 AND THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED GENERAL FUND TO THE GENERAL FUND CONTRACTED LABOR ACCOUNT; AND, DECLARING AN EMERGENCY

WHEREAS, the Niles Safety Services Building Phase 2 has a Change Order for the revisions to the Safety Services Building;

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

SECTION 1: Council hereby authorizes the Change Order for the Niles Safety Services Building Phase 2 revisions.

SECTION 2: Council hereby authorizes the appropriation of Thirty Three Thousand Seen Hundred Thirty Nine and 84/100 Dollars (\$33,739.84) from the Unappropriated General Fund to the General Fund Contracted Labor Account, Account No. 101-1090-53980 for the cost of the Change Order to the Safety Services Building.

SECTION 3: 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.

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 this _____ day of _____, 2019.

MAYOR



AIA Document G701™ - 2017

Change Order

PROJECT: *(Name and address)*
Niles Safety Services Building Phase 2
15 E. State Street, Niles, OH 44446

CONTRACT INFORMATION:
Contract For: General Construction
Date: April 12, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 016
Date: September 27, 2019

OWNER: *(Name and address)*
City of Niles
34 W. State St.
Niles, OH 44446

ARCHITECT: *(Name and address)*
PhillipsSekanick Architects, inc.
142 E. Market Street
Warren, OH 44481

CONTRACTOR: *(Name and address)*
Jim Santini Builder, Inc.
105 Union St.
P.O. Box 302
Washingtonville, OH 44490

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Revise mechanical systems per Bulletin #4 and Bulletin #5. Rework plumbing vent as indicated in Bulletin #4. Provide necessary electrical for mechanical revisions. Existing water cooled units shall remain in place except as required for new baseboard heaters as indicated on Bulletin #4 Drawing M1.2. (See attached Bulletin #4 and #5 Drawings.)

The cost for this work is \$68,376.00. The sum of \$34,636.16 will be deducted from the Contingency Allowance. This exhausts the Contingency Allowance. The remaining \$33,739.84 will be applied as a Change Order below. An additional 30 days will be granted for the completion of this work.

The original Contract Sum was

\$ 677,157.00

The net change by previously authorized Change Orders

\$ 0.00

The Contract Sum prior to this Change Order was

\$ 677,157.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 33,739.84

The new Contract Sum including this Change Order will be

\$ 710,896.84

The Contract Time will be increased by thirty (30) days.

The new date of Substantial Completion will be January 8, 2020.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PhillipsSekanick Architects, inc.
ARCHITECT *(Firm name)*

Jim Santini Builder, Inc.
CONTRACTOR *(Firm name)*

City of Niles
OWNER *(Firm name)*

Michele L. Schwartz
SIGNATURE

James A. Santini
SIGNATURE

see attached sign-off
SIGNATURE

Michele L. Schwartz, Architect
PRINTED NAME AND TITLE

JAMES A. SANTINI, President
PRINTED NAME AND TITLE

see attached sign-off
PRINTED NAME AND TITLE

September 27, 2019
DATE

9/27/2019
DATE

see attached sign-off
DATE

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User Notes:

(389ADA67)

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: SMITH

DRAFT NO. 157-19

ORDINANCE NO. _____

AN ORDINANCE UPDATING COMPENSATION AND BENEFITS, FOR THE POSITIONS OF MAYOR, PRESIDENT OF COUNCIL, THE LAW DIRECTOR, THE AUDITOR AND THE TREASURER FOR JANUARY 1, 2020; AND, DECLARING AN EMERGENCY

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

SECTION ONE: That the annual salary of the Mayor commencing January 1, 2020 shall be \$79,695.00 plus hospitalization.

SECTION TWO: That the annual salary of the President of Council commencing January 1, 2020 shall be \$8,431.00.

SECTION THREE: That the annual salary of the Ward Council Members and Council Members-at-Large commencing January 1, 2020 shall be \$8,085.00.

SECTION FOUR: That the annual salary of the Auditor commencing January 1, 2020 shall be \$70,455.00 plus hospitalization.

SECTION FIVE: That the annual salary of the Law Director commencing January 1, 2020 shall be \$47,850.00 plus hospitalization. The Law Director meets all requirements to be offered hospitalization. The Law Director will be considered full time as defined pursuant to Federal Law.

SECTION SIX: That the annual salary of the Treasurer commencing January 1, 2020 shall continue to be \$15,000.00.

SECTION SEVEN: that Ordinance No. 35-18 is hereby repealed, effective January 1, 2020 to reflect the new compensation source percentages.

SECTION EIGHT: This ordinance is hereby declared to be an emergency measure in the interests of the public health, safety and welfare for the reason that it is necessary to be in effect prior to the 2020 first pay period. 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 the _____ day of _____, 2019.

MAYOR