

City of Niles, Ohio

SPONSORED BY: PUBLIC GROUNDS COMMITTEE
AUTHORIZED BY: SOLLITTO

DRAFT NO. 76-20

RESOLUTION NO. _____

A RESOLUTION WAIVING THE SIGN PERMIT FEE FOR THREE DAYS FOR A CITY-WIDE RESIDENTIAL GARAGE OR YARD SALE; AND, DECLARING AN EMERGENCY

WHEREAS, for three days, August 7, August 8 and August 9, 2020, the City of Niles is promoting a city-wide garage sale; and,

WHEREAS, during these three days all residents may conduct a residential garage or yard sale without the required permit.

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

SECTION 1: Council hereby approves the waiving of the permit fee, as required by Niles Codified Ordinance Section 735.05, for any residential garage or yard sale held on August 7, August 8 and August 9, 2020.

SECTION 2: Section 753.03, which restricts residents to two sales per year shall not apply for this city-wide sale garage or yard sale.

SECTION 3: This Resolution is declared to be an emergency measure in the interest of the public health, safety and welfare and to allow for residents to prepare. As such, this Resolution shall take effect immediately upon its 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 _____, 2020 and signed by me as such Mayor on the _____ day of _____, 2020.

MAYOR

City of Niles, Ohio

DRAFT NO. 77-20

SPONSORED BY: FINANCE
AUTHORIZED BY: CANTOLA

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF NILES TO ACCEPT FOUR THOUSAND DOLLARS AND 00/100 (\$4,000.00) IN GRANT MONEY FROM GEUGA-TRUMBULL SOLID WASTE MANAGEMENT DISTRICT FOR THE PURPOSE OF A CITY-WIDE ELECTRONICS DISPOSAL; AND, DECLARING AN EMERGENCY

WHEREAS, grant funds are available through the Geauga-Trumbull Solid Waste Management District Grant for the purpose of a city-wide electronics disposal, and

WHEREAS, said grant is for Four Thousand Dollars and 00/100 (\$4,000.00); and

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

SECTION 1: That the City of Niles is hereby accepting grant funding through the Geauga-Trumbull Solid Waste Management District.

SECTION 2: That the City of Niles is accepting the grant money in the amount of Four Thousand Dollars and 00/100 (\$4,000.00) for the purpose of a City-Wide Electronics Disposal.

SECTION 4: This Resolution is declared an emergency measure in the interest of the public health, safety and welfare, and to allow the acceptance of the grant money from Geauga-Trumbull Solid Waste Management Disposal. 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 _____, 2020 and signed by me as such Mayor on this _____ day of _____, 2020.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: CANTOLA

DRAFT NO. 78-20

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR TO ENTER INTO AN EASEMENT AGREEMENT TO THE EAST OHIO GAS COMPANY DBA DOMINION ENERGY OHIO FOR THE PURPOSE OF ENABLING EAST OHIO COMPANY DBA DOMINION ENERGY OHIO TO CONSTRUCT AND OPERATE THE PIPELINE(S) MORE EFFICIENTLY AND, DECLARING AN EMERGENCY

WHEREAS, East Ohio Gas DBA Dominion Energy Ohio desires an easement to acquire a certain parcel or parcels of land for gasoline purposes, owned by the City of Niles, and more particularly described as follows:

WHEREAS, Dominion has offered the sum of \$20.00 per linear foot for 1200 feet equaling a total of Twenty-Four Thousand Dollars and 00/100 (\$24,000.00) for the usage of said certain parcel or parcels of land.

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

SECTION 1: That the Service Director shall be, and hereby is, authorized and empowered to serve as the acting agent of the City of Niles for the purpose of executing and delivering to East Ohio Gas DBA Dominion Energy Ohio, all necessary instruments to effect a good and sufficient conveyance of said certain parcel or parcels of land from the City of Niles to Dominion, for the hereinabove mentioned consideration.

SECTION 2: The easement shall be granted over Permanent Parcel Numbers: 25-007001 & 25-003001, acquired by deeds recorded in Book / Volume 227, 359, 102, 189, 103, 87, 227, 224, 226, 895 Page 132, 142, 574, 543, 449, 300, 131, 140, 32, 883. The proposed easement is provided as Exhibit A and is incorporated herein by reference.

SECTION 3: The City of Niles will receive \$20.00 per 1200 linear foot for a total of Twenty-four Thousand and 00/100 dollars (\$24000.00). This money shall be deposited in the General Fund.

SECTION 4: This Ordinance is hereby declared to be an emergency measure in the interests of the public health, safety, and welfare, for the reason that East Ohio Gas dba Dominion Energy Ohio desires to begin this project at the earliest possible date. 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 _____, 2020 and signed by me as such Mayor on this ____ day of _____, 2020.

MAYOR

EXHIBIT "A"

TO AN EASEMENT DATED

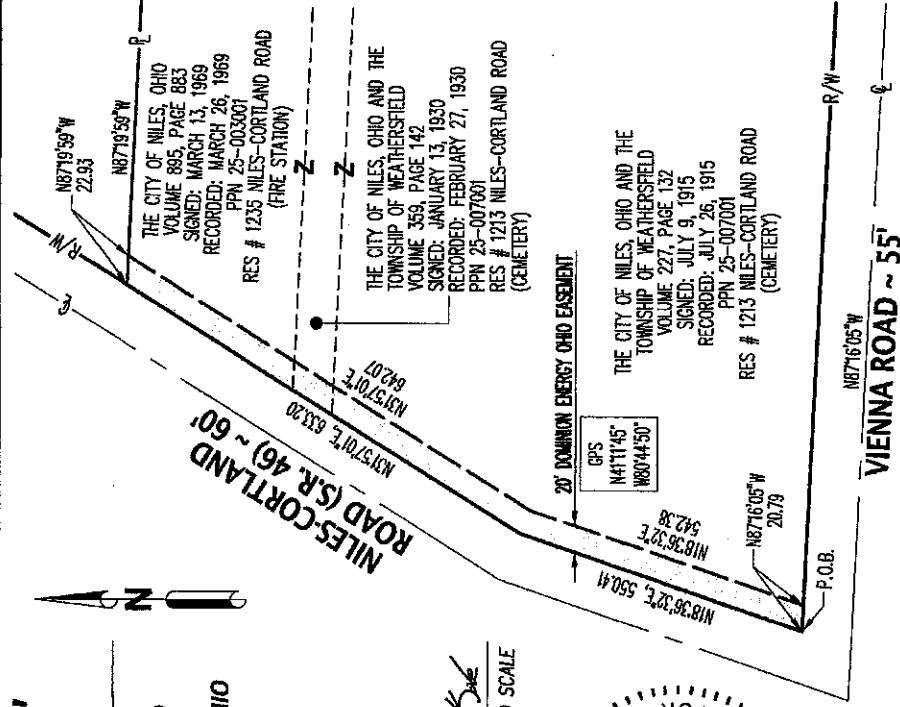
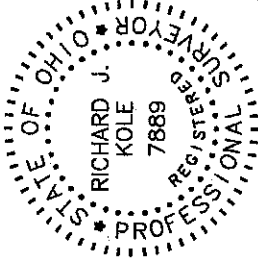
FROM
THE CITY OF NILES, OHIO
TO
DOMINION ENERGY OHIO
 Dominion
Energy

Prepared by:



Richard J. Kole

FEBRUARY 25, 2019 NO SCALE
REVISED: MARCH 4, 2019



Situated in the City of Niles, County of Trumbull and State of Ohio and known as being part of Original Weathersfield Township Lot No. 5.

Beginning at the intersection of the easterly line of Niles-Cortland Road (a.k.a. State Route 46), 60.00 feet wide, and the northerly line of Vienna Road, 55.00 feet wide;

thence North 18° 36' 32" East, along the said easterly line of Niles-Cortland Road, 550.41 feet to an angle point therein;

thence North 31° 57' 01" East, continuing along the said easterly line of Niles-Cortland Road, 633.20 feet to a point in the northerly line of land conveyed to The City of Niles, Ohio in deed dated March 13, 1969 and recorded in Volume 895, Page 883 of Trumbull County Deed Records;

thence South 87° 19' 59" East along the northerly line of said land so conveyed, 22.93 feet;

thence South 31° 57' 01" West, 642.07 feet;

thence South 18° 36' 32" West, 542.38 feet to a point in the said northerly line of Vienna Road;

thence North 87° 16' 05" West along the said northerly line of Vienna Road, 20.79 feet to the point of beginning and containing 23,680.65 square feet (0.5436 acres) of land as described on March 1, 2019 by R.M. Kole & Assoc., Corp., Professional Land Surveyors.

File No. 16261

R.M. KOLE & ASSOC. CORP. - 5316 RIDGE ROAD - PARMA, OHIO 44129 - 440.885.7137 - www.kolesurvey.com

SAP # _____ R/W # _____ Reference # _____

GAS PIPELINE EASEMENT

THIS EASEMENT, made and entered into this _____ day of _____, 20____, and in CONSIDERATION of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I/we City of Niles, Ohio of 34 West State Street, Niles Ohio 44446 the Landowner(s) of the SUBJECT PROPERTY, herein called "Grantor", hereby grants, conveys and warrants unto The East Ohio Gas Company, d/b/a Dominion Energy Ohio, an Ohio Corporation located at 1201 East 55th Street, Cleveland, Ohio, 44103, herein called "Grantee", its successors and assigns, the perpetual right to enter on the Subject Property described, at any time that it may see fit, subject to the conditions in this Agreement, and construct, maintain, operate, inspect, conduct necessary tests, repair, replace parallel to, connect to, change the size of, abandon in place, and remove underground pipeline(s), including meters, valves, cathodic protection equipment and other appurtenances necessary thereto, all of which shall be and remain the property of Grantee, only for the transmission of natural gas and all by-products thereof, across, through, and under the lands described in this easement, together with the right to excavate and refill ditches and trenches for the location of such pipeline(s), and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of the pipeline(s), with rights of ingress and egress to said facilities and appurtenances at all times, on the following described land, being the SUBJECT PROPERTY.

SUBJECT PROPERTY

Situated in the City of Niles, County of Trumbull, and State of Ohio, and known as being a part of Lot No.5 of the original survey of Weathersfield Township.

Tax Parcel No.: 25-007001 containing 44.18 acres, more or less. Tax Map Reference: 25063 06400
Deed Reference: Book / Volume 227. 359. 102. 189. 103. 87. 227. 224. 226 Page 132. 142. 574. 543. 449. 300. 131. 140. 32.

Tax Parcel No.: 25-003001 containing 0.82 acres, more or less. Tax Map Reference: 25063 06300

Deed Reference: Book / Volume 895 Page 883

The pipeline(s) laid pursuant to this easement are to be located within the limits of an easement of a width deemed necessary by the Grantee, but in no event to exceed the easement area indicated on Exhibit "A" attached hereto and made a part hereof.

TEMPORARY CONSTRUCTION EASEMENT. In addition to the Easement Area defined above, Grantor grants Grantee an additional temporary easement ten (10) feet wide, for the purpose of enabling Grantee to construct and operate the pipeline(s) more efficiently. Grantee shall pay for any damage as set out in the paragraph below entitled "PAYMENT FOR DAMAGE". This Temporary Construction Easement shall terminate upon completion of restoration of the SUBJECT PROPERTY in accordance with this Agreement. If Grantee replaces the Pipeline, the Temporary Construction Easement shall come back into effect.

The Grantor may use and enjoy the SUBJECT PROPERTY, subject to the conditions, restrictions, and provisions of this *GAS PIPELINE EASEMENT*, expressed and implied, and provided always that such use and enjoyment shall not interfere or be inconsistent in any way with rights, privileges and uses herein granted to the Grantee. Grantor shall not construct or permit to be constructed any house, structure, or obstruction on or over said easement area that will interfere with the construction, maintenance or operation of the pipeline(s) or appurtenances constructed hereunder.

PAYMENT FOR DAMAGE. The Grantee shall repair, replace, or compensate the Grantor for any harm or damages that the Grantee inflicts upon the Grantor's existing property and/or improvements [such as but not limited to *drain tile, fences, driveways, walks, buildings*] in the process of the Grantee exercising any of its herein declared rights upon the SUBJECT PROPERTY. Excepted from Grantee's liability to repair, replace or compensate the Grantor for damages, is harm that the Grantee might inflict upon the land by maintenance, or harm to the Grantor's improvements classified herein as easement violation(s). The Grantee shall compensate the Grantor for any damages it inflicts upon crops, regardless of whether the crops were damaged by the Grantee in or outside of DEO's easement area.

ARBITRATION OF DAMAGE. In case of unresolvable dispute or claim between Grantor and Grantee, regarding the PAYMENT FOR DAMAGE clause above, EXCEPTING issues pursuant to violations of Local, State, or Federal codes, regulations, and/or laws, the Grantor and Grantee agree to use the method of BINDING ARBITRATION to settle the dispute or claim, in accordance with and pursuant to the latest Commercial Arbitration Rules of the American Arbitration Association. There shall be three disinterested arbitrators, one chosen by the Grantor, one chosen by the Grantee, and one mutually appointed by the two first chosen arbitrators, to ascertain and determine a settlement of the dispute or claim. The arbitrators' award shall be final. Whatever the conclusion, both Grantor and Grantee will be responsible to pay one half of the total arbitration costs. With respect to any controversy, claim, or dispute that is subject to arbitration under the terms herein, no suit at law or in equity based in an arbitrable dispute or controversy will be instituted by either party, except to enforce the award of the arbitrators. Should any party herein institute any suit contravention of the terms herein, that party shall bear the cost of any reasonable attorney fee and court costs incurred by the other party.

This *GAS PIPELINE EASEMENT* is perpetual and shall extend to and be binding upon the Grantor and Grantee, their respective heirs, successors and assigns, whether assigned in whole or in part, and can not be changed in any way except in writing signed by the Grantor and Grantee.

ENTIRE AGREEMENT. It is mutually agreed that this instrument contains and expresses all the agreements and understandings of the parties in regard to the subject matter hereof, and no implied covenant, agreement or obligation shall be read into this Easement or imposed upon the parties of either of them.

IN WITNESS WHEREOF, Grantor(s) hereby acknowledge that he/she/they understand and agree to all the contents, terms, conditions, restrictions, and effects of this instrument and grant this *GAS PIPELINE EASEMENT*, by executing this document in _____, 20____ on the _____ day of _____.

REMAINDER OF PAGE LEFT BLANK. SIGNATURE PAGE TO FOLLOW

GRANTOR(S)

Sign: _____

{8650883:2 }

Print: _____

Title: _____

STATE OF OHIO)
) SS
COUNTY OF)

SWORN TO BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____ as _____, known to me or proved to me, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged that _____ was authorized to execute the same on behalf of the company and did so as a free act and deed.

WITNESS my hand and official seal this _____ day of _____, 20 _____.

Notary Public

My commission expires: _____

GRANTEE(S)

{8650883:2}

Sign: _____

Print: _____

Title: _____

STATE OF OHIO)
) SS
COUNTY OF)

SWORN TO BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____ as _____, known to me or proved to me, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged that _____ was authorized to execute the same on behalf of the company and did so as a free act and deed.

WITNESS my hand and official seal this _____ day of _____, 20 _____.

Notary Public

My commission expires: _____

Ohio Law requires all parties to contact OHIO811 Before You Dig. Call 811 (or 1-800-362-2764) at least 48 hours but not more than 10 working days before digging or excavating. ORC - 3781.28 A&B

This Instrument Was Prepared By:
Dominion Energy Ohio, February 2019

SIDE LETTER TO GAS PIPELINE EASEMENT AGREEMENT

This Side Letter to Gas Pipeline Easement Agreement (this "Agreement") is entered into as of the _____ day of _____, 2020 by and between City of Niles, Ohio ("Grantor") and THE EAST OHIO GAS COMPANY d/b/a DOMINION ENERGY OHIO ("Grantee") and is intended to supplement that certain Gas Pipeline Easement Agreement (the "Easement") between Grantor and Grantee dated _____, 2020 and recorded for record with the Trumbull County Recorder.

WHEREAS:

A. Grantee has or will obtain the Easement from Grantor on, under, through, and across lands owned by Grantor (the "Property") situated in the City of Niles, Trumbull County, Ohio, and known as Permanent Parcel Numbers: 25-007001 & 25-003001, acquired by deeds recorded in Book / Volume 227, 359, 102, 189, 103, 87, 227, 224, 226, 895 Page 132, 142, 574, 543, 449, 300, 131, 140, 32, 883.

B. The Easement provides Grantee with rights upon the Property; and

C. Grantor and Grantee desire to further memorialize their rights and obligations to and from each other.

NOW THEREFORE, in consideration of the sum of \$1.00 (one dollar) (the receipt and sufficiency of which is hereby acknowledged) along with the following covenants, provisions, and agreements to be performed by the parties, it is mutually agreed as follows:

1. The Grantee agrees to be responsible and bear all costs for inspection, repair, and maintenance of the underground pipelines installed pursuant to the Easement. The subject underground pipelines will be buried to a depth of at least three (3) feet below the surface where reasonably possible.
2. Within a reasonable time, not to exceed one hundred and fifty (150) days, after completion of Grantee's construction work contemplated in the Easement, Grantee agrees to remove unnecessary equipment and materials and will restore any disturbance to the Easement area caused by Grantee's use to the condition that existed immediately prior to Grantee's use as near as reasonably practical.
3. In the event Grantee's pipeline installed pursuant to the Easement materially interferes with Grantor's future construction/development on the Property, Grantee agrees to relocate said interfering pipeline one (1) time at its own expense, upon written request by Grantor, to another reasonably convenient location on the Property to be furnished free of cost by the Grantor. The one (1) time relocation shall commence and be completed within a reasonable period of time, as determined in the sole discretion of Grantee.

****REMAINDER OF PAGE INTENTIONALLY LEFT BLANK****

GRANTOR(S)

Sign: _____

Print: _____

Title: _____

STATE OF OHIO)
) SS
COUNTY OF)

SWORN TO BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____ as _____, known to me or proved to me, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged that _____ was authorized to execute the same on behalf of the company and did so as a free act and deed.

WITNESS my hand and official seal this _____ day of _____, 20_____.

Notary Public
My commission expires: _____

GRANTEE(S)

Sign: _____

Print: _____

Title: _____

STATE OF OHIO)
) SS
COUNTY OF)

SWORN TO BEFORE ME, the undersigned, a Notary Public in and for said County and State, personally appeared _____ as _____, known to me or proved to me, on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged that _____ was authorized to execute the same on behalf of the company and did so as a free act and deed.

WITNESS my hand and official seal this _____ day of _____, 20_____.

Notary Public
My commission expires: _____

Ohio Law requires all parties to contact OHIO811 Before You Dig. Call 811 (or 1-800-362-2764) at least 48 hours but not more than 10 working days before digging or excavating. ORC - 3781.28 A&B

This Instrument Was Prepared By:
Dominion Energy Ohio, February 2019

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: CANTOLA

DRAFT NO. 79-20

RESOLUTION NO. _____

A RESOLUTION ADOPTING THE ALTERNATIVE TAX BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021; AND DECLARING AN EMERGENCY

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

SECTION 1: That the Alternative Tax Budget for the fiscal year beginning January 1, 2021, attached hereto as Exhibit "A", is hereby adopted by the Niles City Council.

SECTION 2: That the Niles City Auditor is hereby authorized and directed to submit copies of this budget to the Trumbull County Auditor.

SECTION 3: This Resolution is hereby declared to be an emergency measure in the interest of the public health, safety and welfare for the reason that failure to submit the budget in a timely manner may result in a loss of government funds. 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 _____, 2020 and signed by me as such Mayor on this ____ day of _____, 2020.

MAYOR

ALTERNATIVE TAX BUDGET INFORMATION

TRUMBULL COUNTY

Name of City

CITY OF NILES

For the Fiscal Year Commencing January 1, 2021

Fiscal Officer Signature

Date

NILES

CITY

Schedule 1

STATEMENT OF FUND ACTIVITY(Complete only for General Fund, Bond Retirement Fund
and any other funds requesting general property tax revenue)**FUND: GENERAL**

DESCRIPTION	Actual Jan. 1-Dec. 31 2019	Budgeted FY Jan 1-Dec 31 2020 Estimate	Budgeted FY Jan 1-Dec. 31 2021 Estimate
Beginning Unencumbered Fund Balance	\$4,736,762.45	\$7,583,352.23	\$6,434,235.51
Revenues:			
Health Department	\$0.00	\$0.00	\$0.00
Property Taxes	\$548,752.53	\$555,170.27	\$551,170.27
Local Government	\$257,832.24	\$226,042.53	\$226,042.53
All Other Receipts	\$13,149,621.75	\$12,188,542.30	\$12,940,000.00
Total Resources	\$18,692,968.97	\$20,553,107.33	\$20,151,448.31
Total Expenditures & Encumbrances	\$11,109,616.74	\$14,118,871.82	\$13,500,000.00
Ending Unencumbered Fund Balance	\$7,583,352.23	\$6,434,235.51	\$6,651,448.31

FUND: POLICE PENSION

DESCRIPTION	Actual Jan. 1-Dec. 31 2019	Budgeted FY Jan 1-Dec. 31 2020 Estimate	Budgeted FY July 1-Dec. 31 2021 Estimate
Beginning Unencumbered Fund Balance	\$24,116.61	\$5,702.91	\$2,884.21
Revenues:			
Property Taxes	\$76,762.37	\$77,681.30	\$77,681.30
All Other Receipts	\$360,000.00	\$432,000.00	\$432,000.00
Total Resources	\$460,878.98	\$515,384.21	\$512,565.51
Total Expenditures & Encumbrances	\$455,176.07	\$512,500.00	\$512,500.00
Ending Unencumbered Fund Balance	\$5,702.91	\$2,884.21	\$65.51

NILES

CITY

Schedule 1

STATEMENT OF FUND ACTIVITY(Complete only for General Fund, Bond Retirement Fund
and any other funds requesting general property tax revenue)**FUND: FIRE PENSION**

DESCRIPTION	Actual Jan 1-Dec. 31 2019	Budgeted FY Jan 1-Dec 31 2020 Estimate	Budgeted FY Jan 1-Dec. 31 2021 Estimate
Beginning Unencumbered Fund Balance	\$37,536.84	\$44,376.30	\$43,647.60
Revenues:			
Property Taxes	\$76,762.42	\$77,681.30	\$77,681.30
All Other Receipts	\$360,000.00	\$529,090.00	\$529,000.00
Total Resources	\$474,299.26	\$651,147.60	\$650,328.90
Total Expenditures & Encumbrances	\$429,922.96	\$607,500.00	\$610,000.00
Ending Unencumbered Fund Balance	\$44,376.30	\$43,647.60	\$40,328.90

FUND: PARK

DESCRIPTION	Actual Jan. 1-Dec. 31 2019	Budgeted FY Jan 1-Dec. 31 2020 Estimate	Budgeted FY Jan. 1-Dec. 31 2021 Estimate
Beginning Unencumbered Fund Balance	\$52,462.04	\$47,621.89	\$33,344.70
Revenues:			
Property Taxes	\$251,263.51	\$254,658.60	\$254,658.60
All Other Receipts	\$665,776.92	\$691,500.00	\$691,500.00
Total Resources	\$969,502.47	\$993,780.49	\$979,503.30
Total Expenditures & Encumbrances	\$921,880.58	\$960,435.79	\$965,000.00
Ending Unencumbered Fund Balance	\$47,621.89	\$33,344.70	\$14,503.30

Reproduce this schedule as often as necessary

STATEMENT OF FUND ACTIVITY

(Funds with Revenue Other Than Local Taxes)

Add Additional Funds as Necessary
 Reproduce this Schedule as Necessary

FUND NAME	Beginning Estimated Unencumbered Fund Balance	2021 Total Estimated Receipts	Total Resources Available For Expenditure	Total Estimated Expenditures and Encumbrances
PRISONER TRANSPORT	\$7,550.58	\$1,000.00	\$8,550.58	\$0.00
POLICE & FIRE 1%	\$76,432.59	\$7,700,000.00	\$7,776,432.59	\$7,700,000.00
PERMISSIVE TAX	\$179,852.55	\$251,500.00	\$431,352.55	\$250,000.00
COMPUTER	\$86,517.11	\$6,200.00	\$92,717.11	\$55,000.00
CORONAVIRUS RELIEF	\$0.00	\$0.00	\$0.00	\$0.00
DUI	\$207,526.48	\$15,500.00	\$223,026.48	\$40,000.00
STREET	\$180,352.99	\$768,500.00	\$948,852.99	\$775,000.00
STATE HIGHWAY	\$26,949.17	\$61,000.00	\$87,949.17	\$85,000.00
FOOD SERVICE	\$22,496.94	\$0.00	\$22,496.94	\$0.00
TRAILER PARK	\$2,252.44	\$0.00	\$2,252.44	\$0.00
SWIMMING POOL	\$28,134.50	\$0.00	\$28,134.50	\$0.00
COMMUNITY DEVELOPMENT	\$165,355.77	\$0.00	\$165,355.77	\$165,355.77
FEMA	\$0.00	\$0.00	\$0.00	\$0.00
SPECIAL PROJECTS	\$25,790.63	\$35,000.00	\$60,790.63	\$45,000.00
LEGAL RESEARCH	\$30,794.18	\$7,000.00	\$37,794.18	\$7,000.00
POLICE CPT	\$16,791.00	\$500.00	\$17,291.00	\$0.00
IMPOUNDING/TOWING	\$39,403.43	\$125,000.00	\$164,403.43	\$125,000.00
CEMETERY	\$20,202.22	\$335,000.00	\$355,202.22	\$335,000.00
SEIZURE	\$4,541.47	\$0.00	\$4,541.47	\$2,000.00
PROBATION	\$239,613.79	\$175,000.00	\$414,613.79	\$180,000.00
LAW ENFORCEMENT	\$2,476.84	\$500.00	\$2,976.84	\$1,000.00
DRUG LAW	\$8,740.97	\$2,000.00	\$10,740.97	\$2,000.00
COPS	\$14,562.98	\$0.00	\$14,562.98	\$0.00
G.O. BOND	\$1,000.00	\$0.00	\$1,000.00	\$0.00
S.A. BOND	\$0.00	\$0.00	\$0.00	\$0.00
DEBT RETIREMENT	\$58,223.96	\$0.00	\$58,223.96	\$0.00
CAPITAL PROJECTS	\$645,868.51	\$1,000,000.00	\$1,645,868.51	\$1,645,868.51
BRT CLEAN UP	\$0.32	\$43,309.73	\$43,310.05	\$43,310.05
WWTP DESIGN & IMPROVEMENT	\$0.00	\$0.00	\$0.00	\$0.00
FIRE TRUCK REPLACEMENT	\$270,000.00	\$80,000.00	\$350,000.00	\$350,000.00
POLICE CAPITAL IMPROVEMENT	\$100,000.00	\$50,000.00	\$150,000.00	\$0.00
PARK CAPITAL IMPROVEMENTS	\$100,000.00	\$50,000.00	\$150,000.00	\$0.00
WATER	\$1,966,299.61	\$8,000,000.00	\$9,966,299.61	\$8,500,000.00
LIGHT	\$12,310,130.43	\$28,000,000.00	\$40,310,130.43	\$29,000,000.00
SEWER	\$1,907,056.19	\$4,773,872.00	\$6,680,928.19	\$5,500,000.00
TRANSIT	\$0.00	\$9,633.00	\$9,633.00	\$9,633.00
ENDOWMENT PRINCIPAL	\$85,767.04	\$0.00	\$85,767.04	\$100.00
UNCLAIMED MONIES	\$40,170.26	\$7,000.00	\$47,170.26	\$0.00
FIRE LOSS CLAIMS	\$76,726.38	\$50,000.00	\$126,726.38	\$126,726.38
PAYROLL CLEARING	\$93,784.32	\$11,000,000.00	\$11,093,784.32	\$11,000,000.00
MOTOR FUEL	\$9,334.06	\$276,000.00	\$285,334.06	\$285,000.00
HOSPITAL SELF INSURANCE	\$389,927.81	\$3,430,000.00	\$3,819,927.81	\$3,500,000.00
UTILITY TRUST	\$1,459,782.78	\$160,000.00	\$1,619,782.78	\$60,000.00
TOTAL	\$20,900,410.30	\$66,413,514.73	\$87,313,925.03	\$67,553,976.38

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: CANTOLA

DRAFT NO. 80-20

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF NILES, BY AND THROUGH ITS MAYOR, TO RENEW THE CONTRACT WITH THE TRUMBULL COUNTY COMBINED HEALTH DISTRICT, AND, DECLARING AN EMERGENCY

WHEREAS, Section 3709.07 of the Ohio Revised Code provides for the union of city health districts within the general health district of the County in the formation of a single combined health district;

WHEREAS, The Council of the City of Niles, at a regular meeting held on July 15, 2020, by a majority vote of its members, did vote affirmatively on the question of union with the Trumbull County General Health District and on July 15, 2020, did authorize its Mayor, to renew said contract with the Trumbull County Combined Health District.

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

SECTION 1: Council hereby authorizes The City of Niles, by and through the Mayor, to renew the contract with the Trumbull County Combined Health District.

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.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the ____ day of _____, 2020 and signed by me as such Mayor on this ____ day of _____, 2020.

MAYOR

AGREEMENT BETWEEN THE TRUMBULL COUNTY GENERAL HEALTH DISTRICT AND THE CITY OF NILES

The city of Niles, Ohio, (the "City"), by and through its Mayor, and Trumbull County Combined health District (the "County"), hereby enter into this renewed Agreement (this "Agreement), as of the effective date stated herein.

WHEREAS, Section 3709.07 of the Ohio Revised Code provides for the union of several city health districts within the general health district of the County in the formation of a single combined health district; and

WHEREAS, the Council of the City of Niles, at a regular meeting held on June 17, 2015, by a majority vote of its members, did vote affirmatively on the question of union with the Trumbull County General Health District and on _____ did authorize its Mayor, to renew said contract with the Trumbull County Combined health District; and

NOW, THEREFORE, pursuant to such authority, the Trumbull County Combined Health District and the City of Niles do agree as follows:

Section 1. Union and District Governance

- 1.1 The City of Niles, united with the Trumbull County Combined Health District ("TCCHD"), a combined health district, through union pursuant to Ohio Revised Code Section 3709.07 (the "Union").
- 1.2 The Union became effective on August 12, 2015 ("Union Date").
- 1.3 By and through this Union, as set forth in this Agreement, the territorial jurisdiction of the TCCHD includes the City of Niles, and the TCCHD shall have all powers granted to, and shall perform all duties required of, a combined board of health therein.
- 1.4 As the Union Date, the composition of the TCCHD Board of Health increased by one (1) member and a resident of the City of Niles. Successor shall be appointed by the Mayor of the City of Niles, with the approval of Niles City Council, as set forth in Section 3709.07 of the Ohio Revised Code, every five (5) years, with the next appointment date being March 2025.
- 1.5 Term. The Term of this Agreement shall be the five (5) years commencing on the Renewal Date, at the end of the term, Niles and the TCCHD shall negotiate the terms of a renewed agreement or shall cooperate on termination of the Union pursuant to Section 17 of this Agreement. (Evergreen Clause) At the end of this term, should neither side negotiate terms of a renewal, the agreement shall automatically renew for an additional five (5) years in perpetuity.

3.1

Section 4. Finances

4.1 The City of Niles will maintain annual general fund support for the TCCHD in an amount not to exceed .15 millage (based on \$1.94/capita cost ratio, which is currently \$38,840.65), to be divided into two payments.

4.2

Section 5. Public Health Services

5.1 The TCCHD will use its best efforts to maintain its current level of services. The actual scope of services will depend on the established and demonstrated needs of Niles and the resources of the TCCHD. The TCCHD shall further agree to meet on request to discuss the services required in the City of Niles, both during and after Union.

5.2 The TCCHD will inspect residential structures/buildings within the Niles City limits to determine if the structures/buildings are fit for human habitation and/or a danger to life and health.

Procedure:

- Niles Administration will request TCCHD to perform an inspection of suspected structures/buildings that are not fit for human habitation and/or are a danger to life and health.
- TCCHD will perform inspection and determine if the structure/building is fit or unfit and/or is a danger to life and health.
- TCCHD will send notice to the property owner that they will be on the Board of Health meeting agenda. Niles City will be copied on said notice.
- Facts and findings will be presented to the Board of Health.
- The Board of Health will render a decision.
- If unfit, notice will be issued to the property owner to secure, make improvements and purify or raze the structure within a specified period of time to be determined by the Board of Health.
- If the owner fails to comply with the Board of Health order, the TCCHD will commence with filing charges in court.

5.3 TCCHD will use the unfit process for water shutoffs.

Procedure:

- The Niles Service Director will notify TCCHD when water has been shut off to a structure/building for more than 48 hours.
- TCCHD will confirm shut off.

- TCCHD will issue a Notice of Violation to the owner that the structure/building poses a danger to life and health.
- Owner is afforded an opportunity to make account current (get water turned back on).
- Should owner fail to get water turned back on, the matter will be placed on the next Board of Health meeting agenda for declaration of unfit for human habitation.
- Board of Health will give last opportunity for owner to get water turned back on.
- If the owner does not comply, TCCHD will file charges in court.

Section 6.

Section 7.

Records

7.1

During the period of this Agreement, the TCCHD shall be responsible for maintaining all transferred records and/or any other necessary documents, including from a computer server or data storage system, in compliance with Chapter 149 of the Ohio Revised Code, including but not limited to following the records retention policy or policies of the TCCHD, taking reasonable safeguards to protect records against loss, destruction, mutilation and/or damage. In the event the Union is disbanded by termination of this Agreement, the TCCHD shall provide the City of Niles records necessary for the City of Niles to provide public health services within the territorial jurisdiction of the City of Niles for which records have been submitted to or created by the TCCHD prior to the termination of this Agreement.

Section 8.

All pending litigation and claims against the City of Niles for services rendered by its Health Department are set forth in Appendix C attached hereto. The City of Niles will defend and be responsible for any future claims which arise prior to the Union Date as a result of the services rendered by its Health Department and the County will defend and be responsible for claims that arise on or after the Union Date.

[The remainder of this page has been intentionally left blank.]

Section 9.

9.1 Notices. All notices and demands required or permitted by either party under this Agreement shall be served upon the other party by personal delivery, by registered or certified United States Mail, postage prepaid, return receipt requested, or by nationally recognized overnight courier (such as FedEx or UPS), address to the respective parties at their respective addresses as set forth below:

To Niles: Mayor
City of Niles
34 W. State St.
Niles, Ohio 44446

With a copy to: Director of Law
City of Niles
34 W. State St.
Niles, Ohio 44446

To the TCGHD: Trumbull County Combined Health District
176 Chestnut Ave., NE
Warren, Ohio 44483
ATTN: Health Commissioner

With a copy to: Robert Kokor, Esq.
Robert C. Kokor Co., LPA
48 West Liberty St.
Hubbard, Ohio 44425

9.2 Delivery shall be deemed complete on the earlier of actual receipt, duly receipted for, if personally delivered, or two (2) postal delivery days after mailing, or one (1) business day after deposit with an overnight courier. The addresses to which notices and demands shall be delivered or sent may be changed from time to time, by notice served as hereinabove provided by either party upon the other party.

Section 10. Default

10.1 If the City of Niles defaults under this Agreement, the TCCHD shall have the right to pursue any remedy available at law or in equity as a result of such default including, without limitation, the right to recover damages against the City of Niles for the City of Niles' default and/or to demand specific performance of this Agreement.

- 10.2 In the event that the TCCHD defaults under this Agreement or fails to consummate this Agreement for any reason other than the City of Niles' default, the City of Niles shall have the right to pursue any remedy available at law or in equity as a result of such default including, without limitation, the right to recover damages against the TCCHD for the TCCHD's default and/or to demand specific performance of this Agreement.
- 10.3 Except as otherwise provided in this Agreement, in the event of a breach of this Agreement or any of the terms or conditions by either party hereto, such party shall, upon written notice from the other, proceed promptly to cure or remedy such breach and, in any event, within thirty (30) days after receipt of such notice. In case such action is not taken within such time period or not diligently pursued, or the default or breach shall not be cured or remedied within such time, the party asserting a breach may institute such proceedings as it shall be entitled to institute under this Agreement.
- 10.4 Pursuit of any of the remedies under this section shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any remedy accruing to a party by reason of a violation of any of the other party's obligations hereunder. Forbearance by a party to enforce one or more of the remedies herein provided upon the occurrence of default shall not be construed to constitute a waiver of such default.

Section 11. Governing Law. The parties hereto expressly agree that the terms and conditions of this Agreement, and the subsequent performance hereunder, shall be construed and controlled in accordance with laws of the State of Ohio. Any court of competent jurisdiction within Trumbull County, State of Ohio shall be the proper forum for bringing an action to enforce or construe the provisions of this Agreement. If any court of competent jurisdiction is unable to construe any provision of this Agreement or holds any part thereof to be invalid, such holding shall in no way affect the validity of the remainder of this Agreement.

Section 12. Assignment. This Agreement may not be assigned by either party without the written consent of the other, and any attempted assignment shall be deemed null and void.

Section 13. Section Headings. All section headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement and shall not restrict or enlarge any substantive provisions hereof.

Section 14. Pronouns. All pronouns and variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

Section 15. Counterparts. This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

Section 16. Further Assurances. Each party agrees that it will, without further consideration, execute and deliver such other documents and take such other action, whether prior to subsequent to the Union Date, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement.

Section 17. Cooperation on Termination of the Union. If Not Renewed. In the event the Agreement is not renewed, the City of Niles and the TCCHD will work cooperatively to assign all contracts and grants for public health services to the City of Niles. Any interest in real or personal property transferred by the City to the TCCHD will be returned to the City at the City's request.

Section 18. Effective Date. The effective date of this Agreement shall be upon signature by the authorized representatives of the parties ("the Effective Date").

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day
of _____, 20_____.

Date: _____

DISTRICT ADVISORY COUNCIL
TRUMBULL COUNTY COMBINED
HEALTH DISTRICT

By: _____
Fred Hanley, Jr., Chairman of
District Advisory Council

Date: _____

CITY OF NILES, OHIO

By: _____
,
Steven Mientkiewicz, Mayor,
City of Niles

APPROVED AS TO FORM AND CORRECTNESS:

Phillip Zuzolo, Director of Law
City of Niles

OHIO DEPARTMENT OF HEALTH

I hereby certify that a copy of this contract was filed with the Ohio Department of Health

Director of Health, State of Ohio

DIRECTOR OF FINANCE CERTIFICATION

Section I. I hereby certify that payment will be made on invoices issued to the City of Niles under this agreement, and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this agreement as authorized by Ordinance No. _____.

Giovanne R. Merlo City Auditor

Must be completed by Division/Department:

Originating Division:	
Contact Person:	
Telephone Number:	

Banner Distribution

Amount	
Fund	
Org.	
Account	
Activity	
Location	

Must be completed by the Accounting Division:

Contract Number: _____

Date: _____

APPENDIX A

CITY OF NILES ORDINANCE NO. _____

APPENDIX C

PENDING CLAIMS AND LITIGATION – CITY OF NILES

(The City's Health Board had no pending or threatened litigation over its operations at the time of the Union Date.)

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: CANTOLA

DRAFT NO. 81-20

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING MONTHLY CASH TRANSFERS; AND,
DECLARING AN EMERGENCY

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

SECTION 1: Authorizing the cash transfer of One Million Seventy Five
Thousand Dollars and zero cents (\$1,075,000.00) from the General Fund Transfer
Account, No. 101-1090-59000 to the following Funds:

Monthly Cash Transfers		
From General Fund TRANSFER Account 101-1090-59000 To:		
FUND 215	Police Pension	\$35,000.00
FUND 216	Fire Pension	\$40,000.00
FUND 217	Police & Fire 1%	\$1,000,000.00
		\$1,075,000.00

SECTION 2: This Ordinance 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 Ordinance 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
_____, 2020 and signed by me as such Mayor on this _____
day of _____, 2020.

MAYOR

City of Niles

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: CANTOLA

DRAFT NO. 82-20

ORDINANCE NO. _____

A ORDINANCE AUTHORIZING APPROPRIATION BUDGET TRANSFERS FROM VARIOUS ACCOUNTS FOR THE PURPOSE OF RETURNING EMPLOYEE FROM VOLUNTARY FURLOUGH; AND, DECLARING AN EMERGENCY

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

SECTION 1: Council hereby authorizes the appropriation budget transfers from various accounts to the following accounts:

Appropriation Budget Transfers		
WATER FUND 501 (TRANSFER)		
Account Number	Description	+/- Appropriation
501-5151-51010	Wages	\$360.00
501-5151-52350	Unemployment	(\$360.00)
LIGHT FUND 502 (TRANSFER)		
502-5252-51010	Wages	\$360.00
502-5252-52350	Unemployment	(\$360.00)
SEWER FUND 503 (TRANSFER)		
503-5353-51010	Wages	\$360.00
503-5353-52350	Unemployment	(\$360.00)

SECTION 2: 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.

PASSED: _____

_____ PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2020 and signed by me as such Mayor this _____ day of _____, 2020.

_____ MAYOR

City of Niles, Ohio

SPONSORED BY: SAFETY AND FINANCE COMMITTEE DRAFT NO. 83-20
AUTHORIZED BY: MARCHESE AND CANTOLA

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE NILES BOARD OF EDUCATION AND THE CITY TO UTILIZE CITY POLICE OFFICER(S) AS SCHOOL RESOURCE OFFICERS; AND, DECLARING AN EMERGENCY

WHEREAS, the Niles Board of Education and the Police Department have agreed that it would be in the best interests of the City Schools and the public safety that a police officer be made available to the schools; and,

WHEREAS, the Board of Education and the Police Department have arrived at an agreement concerning this police officer, who would be designated a School Resource Officer; and,

WHEREAS, Council desires to authorize the Safety-Service Director to execute the proposed Agreement.

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

SECTION 1: That the Safety Director is hereby authorized to execute the proposed School Resource Officer Agreement attached hereto as Exhibit A.

SECTION 2: That provided the payments to the City in the contract are not reduced, then this contract may automatically renew each year on July 1. Notwithstanding the foregoing, the contract remains subject to termination by either party with 30 days written notice.

SECTION 3: That this Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety and welfare for the reason that the preparation for the work of the School Resource Officer needs to commence at the earliest possible date. 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 become effective at the earliest date allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the ____ day of _____, 2020 and signed by me as such Mayor on the ____ day of _____, 2020.

MAYOR

SCHOOL RESOURCE OFFICER AGREEMENT

This Agreement entered into this day of July, 2020, by and between THE CITY OF NILES, OHIO ("City"), and the BOARD OF EDUCATION OF THE NILES CITY SCHOOL DISTRICT ("Board").

WHEREAS, the City funds and operates a police department; and

WHEREAS, the Board operates schools within the City; and

WHEREAS, the City will provide one police officer to the Board, to serve as the school resource officer, and such officer will have the ability to assist and provide a safer and more secure environment within Niles City Schools; and

WHEREAS, the Board will reimburse the City for certain costs and expenses associated with the City providing a school resource officer to the Board; and

WHEREAS, the City and the Board desire to enter into an Agreement to provide a school resource officer.

NOW, THEREFORE, it is agreed by and between the parties, as follows:

1. The City agrees to provide a police officer who shall serve as the school resource officer ("School Resource Officer"), to the Board.
2. The School Resource Officer shall perform any and all duties required to assist the school in issues of safety, education, and any other matters that may be of interest to the City and Board.
3. The objectives of the school resource officer program shall be as follows:
 - a. To establish a more complete liaison with school personnel and applicable Juvenile Court facilities.
 - b. To establish a more complete liaison with school personnel and local law enforcement jurisdictions in a cooperative effort to prevent juvenile delinquency.
 - c. To carefully select and assign trained police officers from the Niles City Police Department to work directly in the Board's schools in cooperation with school administrators and faculty.
 - d. To build a positive image toward orderly behavior of students.

- e. To help students learn more about the law and law enforcement.
 - f. To familiarize students with law enforcement personnel and their objectives and role in society.
 - g. To reinforce the feeling of pride that students have towards their schools and their community.
 - h. To encourage students to stay in school.
 - i. To work with school personnel to develop closer contact and better communication with students.
 - j. To develop an effective program of safety education.
5. The duties of the School Resource Officer shall be as follows:
- a. To assist in the protection of school facilities, staff, and students.
 - b. To help prevent juvenile delinquency through close contact with students, school personnel, and the juvenile court.
To investigate delinquent acts within the school system and its community when the schools or students are involved.
 - d. To provide early detection of deviant behavior in students.
 - e. To participate as a resource person, for the school district, in classrooms, assemblies and investigations.
To provide service to neighborhood merchants and residents in school related issues.
 - g. To be aware at all times of the responsibility to improve the image of the uniformed law enforcement officer in the eyes of the student, staff and community.
 - h. Other duties as assigned by the Superintendent or the Superintendent's designee, provided that the assignment of these other duties is authorized and approved by the Chief of Police.
6. The scope of accountability of the School Resource Officers shall be as follows:
- a. The School Resource Officer's primary assignment during the school year shall be to the Niles City School District Board of Education.

- b. The School Resource Officer shall be supervised by the Niles City Police Department in accordance with the current chain of command for the Department and shall also be supervised by the school Superintendent, or a designee when serving in the capacity and performing duties as the School Resource Officer.
- c. The School Resource Officer is first a police officer whose primary job is the enforcement of law.
- d. The School Resource Officer will extend cooperation to the administrators as a security and educational resource person in cooperation with school personnel.

7. The Board and the City agree to the following financial and placement arrangement:

- a. The placement of the School Resource Officer pursuant to the terms of this Agreement shall be made by the mutual agreement of the Board and City, or their respective designees. This includes locations for the placement of the School Resource Officer as well as the days and hours to be worked by the School Resource Officer.
- b. The City agrees to promptly notify the Board of a pending absence of the School Resource Officer who was otherwise assigned to perform services under this Agreement. The City shall be responsible, upon the request of the Board, for providing a replacement school resource officer in the event that a school resource officer who had been assigned to perform services under this Agreement is absent three (3) days or more or otherwise unable to perform his or her duties.
- c. In order to ensure that mutual goals are achieved, the selection of assigned personnel shall be the responsibility of the City, with agreed satisfaction from the Board. If at any time during the duration of this Agreement the Board is not satisfied with the assigned School Resource Officer, the City shall assign a different police officer to serve as School Resource Officer.
- d. The Board agrees to pay the cost of the officer assigned to Niles City School District in an amount of \$71,630.00 for the 2020-2021 school year. The Niles City School District shall pay the City of Niles on or before September 15, 2020 the amount of \$31,850.00 and on or before January 15, 2021 the amount of \$39,780.00.

Board will employ a City of Niles police officer as an off-duty assignment and will pay the cost of the off-duty assignment directly to the officer.

- f. The off-duty assignment will be for 20 hours per week for the 2020-2021 school year.
 - g. The Board will make such payment to the City within thirty (30) days of receipt of an invoice,
8. The term of this Agreement commences upon the execution of this agreement by both the City of Niles and the Niles City School District, and shall end on June 30, 2021.
- a. This Agreement may be terminated by either party upon providing thirty (30) days prior written notice to the other party.
 - b. Subject to paragraph a of this section and any restrictions set by Board of City Council approval, this Agreement shall automatically renew July 1 and terminate June 30 of each calendar year.
9. The Board and City shall mutually develop a job description and evaluation procedure for all school resource officers assigned under this Agreement.
10. Should state, federal or other grants or funds become available to pay all or a portion of the costs of the school resource officer, the Board and City agree to cooperate as follows:
- a. Both the Board and City must agree to the conditions of the grant or other funding source, even if only one of the parties is required to make formal application for said grants or funds.
 - b. The proceeds of all grants or other funding source shall be utilized by the Board and City equally to reduce the costs incurred by both parties.
11. Independent Contractor:
- The Police Department of the City of Niles, Ohio, agrees to perform all services pursuant to this Agreement as an independent contractor, and further agrees that no employment-related benefits or withholdings shall be paid for or made to the Police Department and/or the School Resource Officer by the Board. In the event that any benefits or withholdings are later required by operation of law, or benefits or withholdings may be deducted from the current amount of such contract as contract payments are made to the City, or if there is no unpaid balance on this contract or such balance is insufficient, the difference shall be reimbursed to the Board by the City within ten (10) days following receipt of an invoice therefor.

The City shall maintain public liability insurance which shall cover the duties performed by the School Resource Officer and which shall name the Board as an additional insured. The Board will also maintain public liability insurance which will cover the school resource officer's duties and responsibilities and will also name the City as an additional insured on said policy.

13. Equipment and Facility:

The City shall be responsible for providing and maintaining all uniforms and equipment necessary for the School Resource Officer to perform his/her duties as a police officer. The Board shall provide the School Resource Officer with sufficient space to prepare reports, meet with students, staff, etc. The Board shall also provide a school radio and/or cellular phone to the school resource officer when he/she is on duty on school grounds.

NILES CITY SCHOOL DISTRICT

By: _____ Date

Treasurer

By: _____ Date

Board President

By: _____ Date

Superintendent

CITY OF NILES, OHIO

By: _____ Date

Mayor

By: _____ Date

Safety Director
