

# City of Niles, Ohio

DRAFT NO. 11-20

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

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RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ENTER INTO A GOODWILL AGREEMENT WITH LINDA SALVATERRA FOR SETTLEMENT OF ALLEGED DAMAGES SUFFERED TO PROPERTY AND APPROPRIATING THE NECESSARY FUNDS FROM THE WATER FUND ACCOUNT 501 TO WATER MISC ACCOUNT 501-5151-57050; AND DECLARING AN EMERGENCY

WHEREAS, the City of Niles, Ohio had a water main break on or about September 13, 2019, which allegedly caused damage to the homeowners' driveway.

WHEREAS, the property owner provided three quotes for partial driveway repair and concrete purchase.

WHEREAS, the lowest quote was Walter's Paving totaling Three Thousand Two Hundred Dollars and Zero cents (\$3200.00).

WHEREAS, the property owner requests a contribution of fifty percent (50%) of the cost of driveway repair at One Thousand Six Hundred Dollars and Zero Cents (\$1600.00) and Three Hundred Twenty Dollars and Zero Cents (\$320.00) for concrete totaling One Thousand Nine Hundred Twenty Dollars and Zero Cents (\$1920.00).

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

SECTION 1: Council hereby appropriates One Thousand Nine Hundred Twenty Dollars and Zero Cents (\$1920.00) from the Water Fund 501 to the Water Misc Account number 501-5151-57050.

SECTION 2: Council hereby authorizes a goodwill payment of One Thousand Nine Hundred Twenty Dollars and Zero Cents (\$1920.00) to Linda Salvaterra representing fifty percent (50%) of the costs of repair of the driveway and reimbursement for concrete purchase.

SECTION 3: 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 settlement of this matter 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

\_\_\_\_\_  
PRESIDENT 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

SPONSORED BY: FINANCE AND UTILITIES COMMITTEE    DRAFT NO. 12-20  
AUTHORIZED BY: CANTOLA AND SMITH

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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE PURCHASE OF A 37' AERIAL UNIT TRUCK FOR THE LIGHT DEPARTMENT THROUGH THE STATE PURCHASING PROGRAM; AND, DECLARING AN EMERGENCY

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

SECTION 1: Council hereby authorizes the purchase of a 37' Aerial Unit Truck for the Light Department through the State Purchasing Program or as authorized by law.

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 the 37' Aerial Unit Truck is needed as soon as possible. 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



UTILITY TRUCK EQUIPMENT, INC.  
23893 U.S. 23 SOUTH  
P.O. BOX 130  
CIRCLEVILLE OH 43113

Telephone 740-474-5151

Fax 740-474-4402

## 37' AERIAL UNIT

### AERIAL TOWER AND ACCESSORIES

Versalift model SST-37-EIH insulated aerial tower with a maximum working height of 42', and a maximum horizontal side reach of 27'- 9". Includes the following features and accessories:

- 24" x 30" x 42" enclosed fiberglass platform with cover.
- Full pressure platform mounted 3-function single handle control.
- Full pressure individual lower controls, with upper control override.
- Hydraulic platform leveling system with upper and lower tilt controls.
- Combination articulating/telescoping boom assembly.
- Upper fiberglass telescoping boom with outer boom insert.
- Articulating steel lower boom assembly.
- ANSI category "C" insulation rating for 46KV and below.
- 360 degree continuous rotation.
- Center mount pedestal at front of body, with booms stowed to the rear.
- Two (2) vertical hydraulic outriggers between cab and body.
- Outrigger / boom interlock system.
- 12 gallon integral oil reservoir located in pedestal.
- 3 GPM open center hydraulic system.
- Engine driven clutch pump assembly with brake interlock.
- One (1) set of hydraulic tool outlets located at platform.
- Remote engine stop/start system with upper and lower controls.
- 2-speed engine throttle system with upper, lower, and curbside rear controls.
- 12 volt emergency power system with upper and lower controls.
- Upper boom storage cradle with ratchet type tie down strap.
- Tubular rubber platform support.
- Safety harness and lanyard.
- Two (2) operator/service manuals.
- Finish paint DuPont 43007 yellow urethane.
- ANSI A92.2 data plate.
- Inclinator each side on rear of body.
- Complete installation and testing of aerial tower and accessories.



## AERIAL SERVICE BODY

Fiberglass service body, 132" long, 94" wide, with 18" deep side compartments. Includes the following features and accessories:

- Heavy duty 6" steel body understructure.
- Body modification for installation of aerial tower.
- Stainless steel hinges and recessed two stage paddle latches.
- Steel treadplate cargo area floor.
- Door holders on all side compartment doors.
- Automotive bulb type rubber door seals on all body doors.
- Deluxe interior package with material trays, hooks, and long shelf storage.
- Curbside #2 access opening with steps to cargo area.
- 30" full width steel treadplate rear tailshelf.
- Removable rear tailboard.
- I/C rear bumper with gripstrut step each side.
- Grab rail installed at curbside rear.
- Two (2) composite outrigger pads and holders.
- Two (2) rubber wheel chocks and holders.
- Combination ball / pintle hook assembly.
- Fire extinguisher, first aid kit, and triangle reflector kit.
- Standard LED lighting package.
- LED rope lighting in each compartment with dash switch.
- Four (4) light strobe system, including two (2) Hella LED amber strobes at front of body, and two (2) 417SA amber strobe type flashers in tailshelf.
- Lighted master switch on dash.
- Electric back up alarm.
- Rear trailer receptacle.
- Rear mud flaps.
- Standard DuPont 43007 yellow gelcoat finish on sideboxes.
- Complete installation of body and accessories.

**STANDARD UNIT PRICE.....\$68,277.00.**

**CONTRACT DISCOUNT.....(\$5462.00).**

**TOTAL F.O.B. DESTINATION.....\$62,815.00.**



### **CURBSIDE COMPARTMENTATION**

First Vertical – Three (3) adjustable shelves with adjustable dividers.

Second Vertical - Two (2) adjustable shelves with adjustable dividers.

Third Horizontal – Two (2) full length divider shelves, one (1) in center and one on bottom of compartment, each with twelve (12) adjustable dividers.

Fourth Vertical – Two (2) adjustable shelves with adjustable dividers. ILO hooks

### **STREETSIDE COMPARTMENTATION**

DELETE HOT STICK SHELF AND REAR DOOR

First Vertical – Three (3) adjustable shelves with adjustable dividers.

Second Vertical - Two (2) adjustable shelves with adjustable dividers.

Third Horizontal - Two (2) full length divider shelves, one (1) in center and one on bottom of compartment, each with twelve (12) adjustable dividers.

Fourth Vertical - Two (2) adjustable shelves with adjustable dividers.



## STANDARD UNIT OPTIONS

<u>OPTION #</u>		<u>PRICE EACH</u>
1)	40' aerial tower in lieu of 37'.	\$1800.00
2)	Truguard 2.0 upper control dielectric isolation system.	No Charge
3)	Non-insulated aerial tower in lieu of insulated. <b>DEDUCT</b>	(\$950.00)
4)	4-function single handle upper control in lieu of 3-function.	\$765.00
5)	180-degree hydraulic platform rotator.	\$1615.00
6)	50 KV 24" x 30" platform liner.	\$565.00
7)	24" x 42" platform with cover and dual platform supports (reduces platform capacity by 50 pounds, 100 pounds with rotator).	\$750.00
8)	50KV 24" x 42" platform liner.	\$590.00
9)	24" x 30" walk-in platform with L.H. door.	\$420.00
10)	Fiberglass lower boom insert ( <b>insulated unit only</b> ).	\$1615.00
11)	Torsion bar stabilizers in lieu of outriggers. <b>DEDUCT</b>	(\$1375.00)
12)	Torsion bar stabilizers <b>in addition to outriggers</b> .	\$3840.00
13)	Hydraulic tool outlets at curbside rear of tailshelf.	\$930.00
14)	36 volt hybrid "electric drive" system to provide hydraulic power for all tower, tool circuit, and outrigger functions. Provides on-demand power ( <b>FORD F550 ONLY</b> ).	\$25,970.00
15)	Standard non-metallic colors other than white. Matching color on tower and body. DuPont #43007 yellow	\$1145.00
16)	Ziebart rustproof chassis cab and body understructure.	\$750.00
17)	Aluminum understructure with aluminum treadplate cargo floor.	\$1150.00
18)	Aluminum treadplate cargo wall liners and compartment tops.	\$1050.00
19)	Fiberglass transverse compartment with aluminum treadplate overlay, between front verticals, with top opening lid and center shelf (front compt. Hooks 2-0-2) <b>(AVAILABLE WITH 40' TOWER, OPTION # 1 ONLY)</b> .	\$985.00
20)	Pull out drawer in bottom of transverse ( <b>WITH OPTION #18 ONLY</b> ).	\$540.00
21)	18" wide through tunnel under tailshelf, door each side.	\$660.00
22)	Through shelf from horizontal to rear in top of curbside sidebox with rear door and top opening lid above horizontal compartment.	\$640.00
23)	Aluminum ladder rack assembly, installed.	\$965.00
24)	#2 curbside compt. with shelving in lieu of access opening.	No Charge
25)	Curbside tailshelf access steps in lieu of #2 access opening.	\$440.00



- |   |             |
|---|-------------|
| 26) Curbside #4 access opening in lieu of #2 access opening.                                  | No Charge   |
| 27) Aluminum gripstrut installed full length of sidebox, per side.                            | \$640.00    |
| 28) Rod lock door system for side compartments.   | \$475.00    |
| 29) D-ring 3-point latches in lieu of rotary latches on side compts.                          | \$1050.00   |
| 30) Additional divider shelves, each.   | \$105.00    |
| 31) Two (2) pull-out material drawers with criss-cross dividers<br>under shelf in horizontal. | \$735.00    |
| 32) Aluminum wheel well liners.   | \$380.00    |
| 33) Complete 60" C.A. package in lieu of 84" C.A. - <b>DEDUCT</b>                             | (\$1350.00) |

**NOTES**

- Requires selection of the appropriate chassis. Customer furnished chassis must meet minimum requirements for installation of equipment.
- Delivery: Approximately 240-270 days after receipt of order.
- Terms: 1%-20 days or Net 30 days.

We appreciate the opportunity to assist with your equipment requirements. If you have any questions or require additional information, please contact us at your earliest convenience.



OHIO STS CONTRACT #800819

DECEMBER 2018



UTILITY TRUCK EQUIPMENT, INC.  
23893 U.S. 23 SOUTH  
P.O. BOX 130  
CIRCLEVILLE OH 43113

Telephone 740-474-5151

Fax 740-474-4402

GENERAL OPTIONS FOR ALL UNITS

STANDARD UNIT OPTIONS

<u>OPTION #</u>	<u>PRICE EACH</u>
34) Lower boom operation from 3 function Unitrol handle with Telescoping boom on individual lever, SST and VST units.	\$300.00
35) Hard plastic lower boom saddle (not avail. on all units).	\$360.00
36) Boom out-of-stow light on chassis dash.	\$320.00
37) Outrigger warning alarms, per set of two (2).	\$460.00
38) 1TB bucket tool tray.	\$145.00
39) 3TB inside bucket tool tray.	\$175.00
40) Hastings tool board with pouch.	\$250.00
41) Hastings tool tray / tool board combination.	\$450.00
42) Hastings hang-on bucket step.	\$240.00
43) Hastings saw scabbard, inside or outside mount.	\$345.00
44) Hastings hydraulic impact holster.	\$210.00
45) Bucket scuff pad with step, with or without liner.	\$325.00
46) Hastings single conductor holder, for square jib.	\$975.00
47) Hastings single conductor holder, for round jib.	\$395.00
48) Chance PST4002856 conductor holder for 4" square jib.	\$1630.00
49) Winch and Jib storage post for cargo area.	\$400.00
50) Two (2) Dica D1818 outrigger pads and holders.	\$950.00
51) Two (2) Dica D24242 outrigger pads and holders.	\$1285.00
52) D-ring 3-point latches in lieu of standard, per door (glass body).	\$145.00
53) 72" x 18" x 12" aluminum top box with center top lid.	\$1950.00
54) 96" x 18" x 12" aluminum top box with two (2) lids.	\$2390.00

NILES SST37-BFX-FORD GAS 12-12-2019





- 55) Rubberized coating inside top box. \$600.00
  - 56) 6" longer tailshelf on aerial unit body. \$450.00
  - 57) Rear frame rail enclosure with drop down rear access door (Not available on all units). \$1410.00
  - 58) Weatherguard 304-3 Rat Pack Drawer unit at rear between frame rails (if space permits). \$1875.00
  - 59) Ring style cone holder on front bumper. \$425.00
  - 60) Post type cone holder – any location. \$420.00
  - 61) Swing out horizontal cone holder on front bumper. \$840.00
  - 62) Reese receiver with removable "L" shaped vice bracket. \$560.00
  - 63) Bicycle style aluminum wire storage rack. \$640.00
  - 64) Slide-N-Lock rail with two (2) sliding hooks, one (1) side. \$360.00
  - 65) UTE swing-out style ground spool carrying rack. \$420.00
  - 66) UTE ground spool spindle on frame with retainer pin, each. \$200.00
  - 67) 6" PVC storage tube with aluminum canister kit, each, up to 10' long, installed exterior. (4) X \$420.00 \$1680.00
- Two 6" on compartment top and two 4" across rear #4 compartments
- 68) Golight Stryker model 3067 wireless remote control spotlight. \$1050.00
  - 69) Golight Stryker model 30004 LED wireless remote control spotlight. \$1390.00
  - 70) Night Ray NR-755-20KFDW Wireless remote control spotlight. \$1315.00
  - 71) Streamlight 45861 LED spotlight with charger base. \$475.00
  - 72) Unity standard 6" post mount spotlight, per side. \$485.00
  - 73) Unity LED 6" post mount spotlight, per side \$735.00 x (2) \$1470.00
  - 74) Additional Hella H27113001 12 volt amber LED strobes, each. \$570.00
  - 75) Whelen L31HPF green/amber strobes ILO standard, 2 x \$360.00 \$720.00
  - 76) Additional Whelen L32LAF or L31HAF strobes, each. \$900.00
  - 77) Additional Whelen 2GA00FAR LED amber warning lights, each. \$730.00
  - 78) Soundoff Signal NRoads LED high dome double beacon in lieu standard. \$435.00
  - 79) Additional NRoads LED high dome double beacon, each. \$925.00
  - 80) Soundoff Signal Pinnacle mini LED light bar, each. \$1060.00
  - 81) Tomar model 970L-4980-0102 light bar assembly installed on roof with controller in cab. \$4080.00
  - 82) Ecco LED cargo spot or flood light. \$485.00
  - 83) LED underbody lighting kit for night operations. \$1075.00



- 84) LED tractor mount lights at rear under tailshelf, wired to back up light circuit or a dash mounted control switch. \$475.00
- 85) 1200-watt pure sine wave inverter, dash switch, rear receptacle. \$2475.00
- 86) 1800-watt pure sine wave inverter, dash switch, rear receptacle. \$3200.00
- 87) Whelen TAM83 LED traffic control light bar at rear center under tailshelf with dash mounted controller. \$1525.00
- 88) Mobile Awareness VisionStat backup camera system. \$1240.00
- 89) Mobile Awareness VisionStat Plus backup camera w/ sensors. \$1845.00
- 90) UTE grounding system with tower, body, and grounding stirrup attached to a single point on chassis frame. Includes curbside rear grounding stirrup. \$785.00
- 91) Hannay SGR10-17-19 spring retractable ground wire reel with 50' of 1/0 cable and clamp. Reel to be grounded to a single location on chassis frame. \$1730.00
- 92) Hastings yellow retractable grounding reel with 50' of 1/0 yellow Cable and grounding clamp. Reel to be grounded to a single Location on chassis frame. \$2490.00
- 93) Ram computer mount in chassis cab. \$590.00
- 94) Warn 16,500# winch mounted on the front bumper. Includes heavy duty grille guard, 90' x 7/16" wire rope, 4-way roller, hand-held control pendant and complete installation (Ford F550 or Dodge 5500 only). \$5590.00
- 95) Remote engine stop/start switch at curbside rear (aerial unit only). \$300.00



OHIO STS CONTRACT #800463

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UTILITY TRUCK EQUIPMENT, INC.  
23893 U.S. 23 SOUTH  
P.O. BOX 130  
CIRCLEVILLE OH 43113

Telephone 740-474-5151

Fax 740-474-4402

**FORD F550 CAB AND CHASSIS**

- 2019 Ford F550 4x2 chassis cab.
- XL trim package.
- 169" wheelbase, 84" C.A.
- Two (2) front tow hooks.
- 6.7L diesel engine.
- Clean idle decal.
- 6 speed automatic transmission.
- Transmission PTO provisions.
- 19,500# GVWR payload plus upgrade package.
- Limited slip rear axle.
- Extra heavy duty suspension.
- 4 wheel ABS hydraulic brake system.
- Speed control and telescoping steering wheel.
- Heavy duty alternator.
- Dual maintenance free batteries.
- AM/FM stereo radio with clock.
- Engine block heater.
- 40 gallon aft axle rear fuel tank.
- Urea tank driver side inside frame rail.
- Standard interior trim.
- Vinyl 40/20/40 bench seat.
- Standard gauge cluster.
- Factory air conditioning.
- Manual telescoping trailer tow mirrors.
- LT225 radial tires, traction rear.
- Ford standard **gloss black** paint.

**STANDARD UNIT PRICE**.....\$48,364.00.

**CONTRACT DISCOUNT**.....(\$3869.00).

**TOTAL FOR F550 CHASSIS CAB** .....\$44,495.00.

NILES SST37-BFX-FORD GAS 12-12-2019



## STANDARD OPTIONS

1) 60" C.A. in lieu of 84" C.A.	DEDUCT	(\$170.00)
2) Extended cab in lieu of regular cab.		\$2295.00
3) 4-door crew cab in lieu of regular cab.		\$3350.00
4) V-10 gasoline engine in lieu of diesel.	DEDUCT	(\$6950.00)
5) Cab running board and step combination.		\$385.00
6) 4 wheel drive package.		\$3550.00
7) 7500# front GAWR.		\$195.00
8) Max traction tires all around (with option #6 only).		\$175.00
9) Electronic shift-on-the-fly for 4x4 package.		\$200.00
10) Trailer brake controller.		\$295.00
11) Keyless entry, power windows and door locks, heated mirrors.		\$890.00
12) Cloth 40/20/40 seat.		\$125.00
13) Vinyl 40/mini console/40 seat (regular cab only).		\$390.00
14) Cloth 40/mini console/40 seat.		\$530.00
15) XL appearance package.		\$965.00
16) XLT package.		\$4350.00
17) Sync Bluetooth package.		\$930.00
18) Ford School bus yellow paint.		\$900.00
19) Ford backup camera system, installed.		\$1175.00
20) Additional smart key.		\$275.00
21) Polished Aluminum wheels.		\$1275.00
22) Service CD ROM.		\$250.00



# SUMMARY SHEET FOR CITY OF NILES 37' E-10 AERIAL PACKAGE

## BASE PACKAGE PRICE

6) 50 KV 24" x 30" platform liner.	\$62,815.00
10) Fiberglass lower boom insert (insulated unit only).	\$565.00
11) Torsion bar stabilizers in lieu of outriggers.	\$1615.00
15) Standard non-metallic colors other than white. Matching color on tower and body. DuPont #43007 yellow	(\$1375.00)
17) Aluminum understructure with aluminum treadplate cargo floor.	\$1145.00
21) 18" wide through tunnel under tailshelf, door each side.	\$1150.00
23) Aluminum ladder rack assembly, installed.	\$660.00
24) #2 curbside compt. with shelving in lieu of access opening.	\$965.00
25) Curbside tailshelf access steps in lieu of #2 access opening.	No Charge
29) D-ring 3-point latches in lieu of rotary latches on side compts.	\$440.00
	\$1050.00

## GENERAL OPTIONS FOR ALL UNITS

1) Lower boom operation from 3 function Unitrol handle with Telescoping boom on individual lever, SST and VST units.	\$300.00
29) Reese receiver with removable "L" shaped vice bracket.	\$560.00
34) 6" PVC storage tube with aluminum canister kit, each, up to 10' long, installed exterior. (4) X \$420.00	\$1680.00
<u>Two on compartment top and two across rear #4 compartments</u>	
40) Unity LED 6" post mount spotlight, per side \$735.00 x (2)	\$1470.00
42) Whelen L31HPF green/amber strobes ILO standard, 2 x \$360.00	\$720.00
52) 1200-watt pure sine wave inverter, dash switch, rear receptacle.	\$2475.00
62) Remote engine stop/start switch at curbside rear (aerial unit only).	\$300.00

## FORD F550 CHASSIS BASE PRICE

4) V-10 gasoline engine in lieu of diesel.	\$44,495.00
5) Cab running board and step combination.	(\$6950.00)
6) 4 wheel drive package.	\$385.00
7) 7500# front GAWR.	\$3550.00
8) Max traction tires all around (with option #6 only).	\$195.00
10) Trailer brake controller.	\$175.00
17) Sync Bluetooth package.	\$295.00
Provide chassis with standard Ford Gloss Black	\$930.00

	<u>NO CHARGE</u>
<b>PURCHASE ORDER #1 WITH STS OPTIONS IN RED INCLUDED</b>	<b>\$119,610.00</b>
<b>PURCHASE ORDER #2 FOR NON-STANDARD STS OPTIONS</b>	<b>\$2,275.00</b>
<b>TOTAL FOR BOTH PURCHASE ORDERS.....</b>	<b>\$121,885.00</b>

**TRADE IN #E-10 - 2014 F550- SST 37' AERIAL DELETE .....(\$15,000.00)**



**NILES 37 FT. AERIAL PACKAGE ADDITIONAL REQUESTED ITEMS**

The following equipment is available at the price shown and must be ordered by a separate purchase order at the time of contract order above.

Provide additional shelving; (3) vertical divider shelves, (1) horizontal divider shelf, and delete the hot stick shelf and door and the hooks in rear curbside vertical compartment.....\$ NO CHARGE.

Install stop on telescoping boom to permit platform stow to the extreme left hand side of the tailshelf.....\$300.00.

Three (3) LED flush mounted cargo lights on body, one at rear step assembly,

One on curbside #4 and one on curbside #2, .....\$975.00.

Provide removable bolt down cut out plate to access the top of the chassis fuel tank. Install additional supports where necessary.....\$650.00.

Install streetside rear tailshelf grab rail.....\$350.00

**TOTAL FOR SEPARATE ITEMS.....\$2275.00.**

# City of Niles, Ohio

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

DRAFT NO. 13-20

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH PHILLIPS/SEKANICK ARCHITECTS, INC. FOR ARCHITECTURAL AND PROJECT MANAGEMENT OF THE INTERIOR AND EXTERIOR REPAIRS AND RENOVATIONS OF THE CITY OF NILES ADMINISTRATION BUILDING; AND DECLARING AN EMERGENCY

WHEREAS, Council previously approved a plan for repairs to City owned Buildings; and

WHEREAS, the City desires to enter into a contract with Phillips/Sekanick for interior and exterior renovations and repairs to the City of Niles Administration Building; and

WHEREAS, the estimated cost is \$49,145 and

WHEREAS, the firm of Phillips/Sekanick Architects, Inc. will enter into a contract with the City of Niles for the necessary repairs and renovations of the City of Niles Administration Building.

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

SECTION 1: Council hereby authorizes the firm of Phillips/Sekanick Architects, Inc., to enter into a contract with the City of Niles for the necessary repairs and renovations of the City of Niles Administration Building.

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 move forward with the next phase of the renovation project 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: \_\_\_\_\_

\_\_\_\_\_  
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

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

DRAFT NO. 14-20

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING PHILLIPS/SEKANICK ARCHITECTS, INC. TO ISSUE REQUESTS FOR BIDS FOR INTERIOR AND EXTERIOR REPAIRS AND RENOVATIONS OF THE CITY OF NILES ADMINISTRATION; AND DECLARING AN EMERGENCY

WHEREAS, Council previously approved a plan for repairs to City owned Buildings; and

WHEREAS, the City desires to move to the next phase of the plan for interior and exterior renovations and repairs to the City of Niles Administration Building; and

WHEREAS, the firm of Phillips/Sekanick Architects, Inc. will issue requests for bids for completion of the necessary repairs and renovations.

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

SECTION 1: Council hereby authorizes the firm of Phillips/Sekanick Architects, Inc., to issue bids for completion of the necessary repairs and renovations of the City of Niles Administration building.

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 of Niles to move forward with the next phase of the renovation project 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: \_\_\_\_\_

\_\_\_\_\_  
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

SPONSORED BY: FINANCE COMMITTEE  
AUTHORIZED BY: CANTOLA and SMITH

DRAFT NO. 15-20

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ISSUE A REQUEST FOR PROPOSALS FOR ASBESTOS REMOVAL OF THE NILES TIMES BUILDING; AND, DECLARING AN EMERGENCY

WHEREAS, the City of Niles intends to demolish the Niles Times Building

WHEREAS, the City of Niles obtained the attached asbestos abatement report for the Niles Times Building and

WHEREAS, in order to begin the demolition process the City of Niles is required to abate the asbestos.

WHEREAS, Council desires to authorize the Service Director to issue a request for proposals to accomplish this requirement.

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

SECTION 1: Council hereby authorizes the Service Director to issue a request for proposals to complete the asbestos abatement for the Niles Times Building.

SECTION 2: This Ordinance is declared to be an emergency measure in the interest of the public health, safety and welfare to enable the City to quickly determine the cost of the asbestos abatement to further the demolition of the Niles Times Building. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

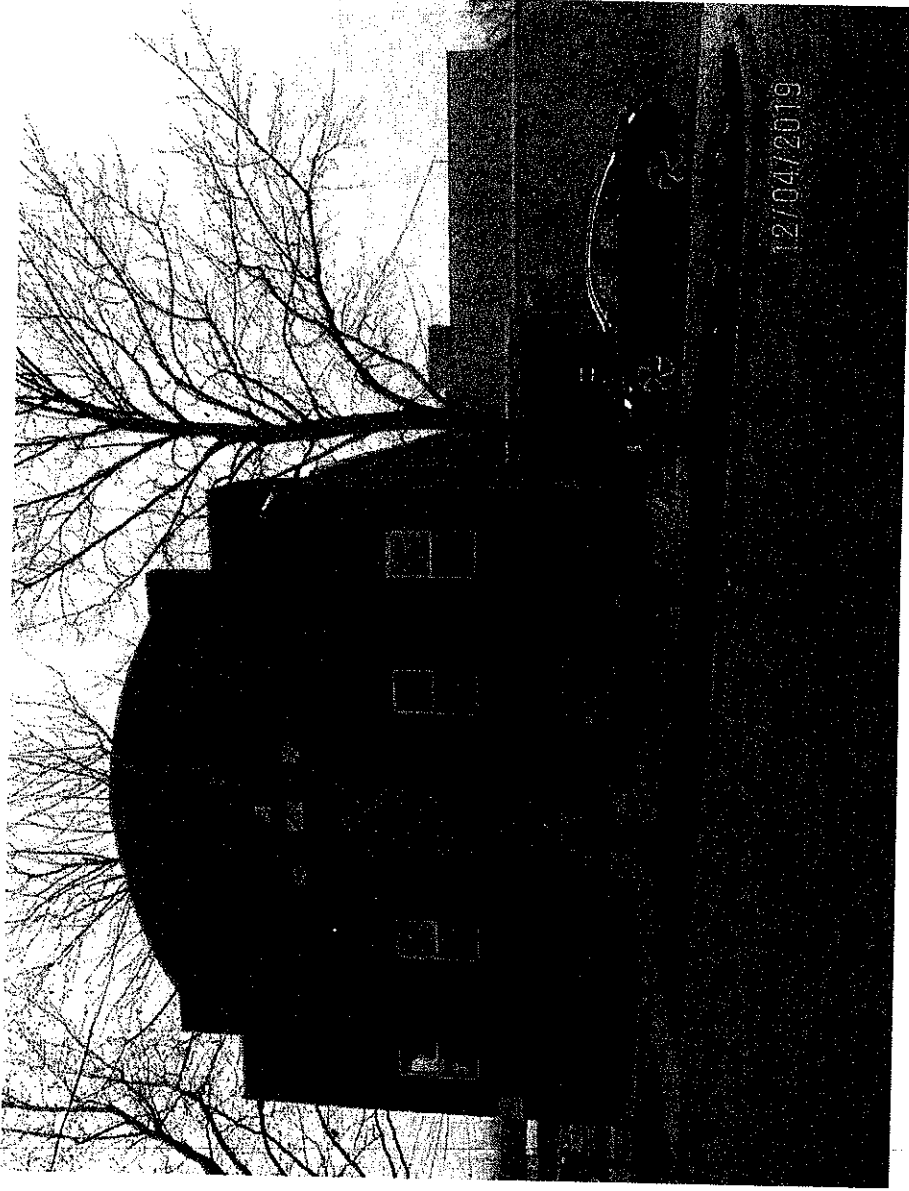
ATTEST: \_\_\_\_\_

\_\_\_\_\_  
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

**Asbestos Survey of  
35 W. State St.  
Niles, Ohio**



**Prepared by:**

Trumbull County Engineer  
650 N. River Rd. NW  
Warren, Ohio 44483

**For:**

City of Niles  
34 W. State St.  
Niles, Ohio 44446

### Summary/Site Description

On November 22, 2019 and December 4, 2019 of 35 W. State St., Niles, Ohio was performed by The Trumbull County Engineer's Office. The purpose of the asbestos survey was to identify asbestos-containing materials (ACMs) located at the above address prior to demolition activities being performed.

The asbestos survey was conducted in accordance with the Environmental Protection Agency (EPA) National Emissions Standard for Hazardous Air Pollutants (NESHAP). NESHAP regulations require no specific survey protocol be followed; however AHERA protocol is recommended. Therefore, the asbestos survey at the above address was conducted in accordance with AHERA protocol.

AHERA classifies friable building materials into the following three (3) categories: Surface material, thermal system insulation (TSI) and miscellaneous materials. The bulk sampling protocol is based on the AHERA category assigned to a specific homogeneous area and the quantity of the homogeneous area identified. For surfacing materials if the size of the homogeneous sampling area is less than 1,000 square feet then a minimum of three (3) samples are collected. If the size of the homogeneous sampling area is between 1,000 and 5,000 square feet then a minimum of five (5) samples are collected. If the size of the homogeneous sampling is >5,000 square feet then a minimum of seven (7) samples are collected. For TSI, at least three (3) samples are collected from each homogeneous area. Miscellaneous and nonfriable materials are sampled in a manner sufficient as determined by the inspector.

In determining condition of a material the following guidelines were used.

General Damage Criteria	
Good	No Damage
Fair	Up to 10% overall damage, up to 25% localized
Poor	Over 10% overall damage, over 25% localized

The bulk samples collected were submitted to SanAir Technologies Laboratory, Inc., 1551 Oakbridge Drive, Suite B, Powhatan, VA 23139 for analysis of asbestos content by polarized light microscopy (PLM) using Environmental Protection Agency (EPA) Method 600/R-93/116. Bulk samples identified by PLM as containing more than 1% but less than 4% of asbestos were then analyzed by 1,000 point count methodology.

## ASBESTOS SAMPLE METHODOLOGY

### Regulated Asbestos-Containing Materials (RACMs)

Regulated asbestos-containing materials (RACMs) are friable materials with asbestos concentration in excess of the EPA regulatory threshold of 1%. RACMs must be removed from the building prior to demolition by a licensed Asbestos Contractor in accordance with the Asbestos NESHAPS, 40 CFR part 61, and the work practices prohibitions in the OSHA Asbestos in Construction, 29 CFR 1926.1101. The quantities of ACMs and assumed ACMs as presented on the Asbestos Bulk Sampling Information form are approximate and represent the majority of accessible building materials that could be quantified during the survey. In addition, demolition of any of the building's ceiling and/or walls may reveal additional building materials suspected of containing asbestos.

### Category I and II Non-Friable Asbestos-Containing Materials

The following Category I and II non-friable asbestos-containing materials may be identified in the building during the survey and will be noted on the Asbestos Bulk Sampling Information form. Bulk sampling locations and homogeneous area locations along with the analytical report for the bulk samples collected will also be included. Category I and II non-friable asbestos-containing materials may remain in place during the demolition and be disposed of as demolition debris, provided that the demolition occurs via conventional means (i.e., the structure is not demolished by burning) and the following conditions are met:

- It is Category I non-friable ACM that is not in poor condition and is not friable at the time of demolition;

- It is Category II non-friable ACM, and the probability is low that the material will become crumbled, pulverized, or reduced to powder during demolition;

- The materials are kept adequately wet at all times during demolition and debris handling;

- The materials remain intact during the demolition process and are not subject to sanding, grinding or abrading that may cause them to become friable; and, any concrete or metal to which these materials are applied will be disposed of as Construction and demolition debris at a landfill licensed to accept Category I and II non-friable asbestos waste and will not be recycled.

### General Limitations

J.S. Asbestos Inspections LLC cannot guarantee that all asbestos material was located and identified in this survey, due to inaccessibility. Asbestos materials not previously identified or quantified, may be encountered during the demolition.

During demolition additional quantities of asbestos material may be encountered that were previously inaccessible. If new or additional quantities of suspect materials are encountered, the material is assumed to be asbestos containing, and all activities should cease until the material sampled.

### Recommendations

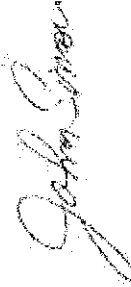
Prior to demolition, contractor(s) working at this structure must be notified of the presence of any building materials identified as containing asbestos or assumed to contain asbestos. Any disturbance of building materials identified as containing less than or equal to 1% asbestos are required to be in compliance with the applicable section of the Occupational Safety and Health Administrations (OSHA's) Asbestos Standard for the Construction Industry. Contractors disturbing any building material identified as containing greater than 1% asbestos or any building material assumed to contain asbestos are required to conduct their activities in accordance with all applicable sections of OSHA's Asbestos Standard as well as applicable EPA NESHAP and Ohio Department of Health (ODH) regulations.

Whenever a structure is part of the same "project" and the total quantity of RACM identified in all structures being demolished equals or exceeds EPA's regulated quantities of 160 square feet or 260 linear feet, then a licensed asbestos abatement contractor in the State of Ohio needs to be hired to remove the ACMs/assumed ACMs identified on the Asbestos Bulk Sampling Information form as requiring removal prior to any demolition activities. Any material assumed to contain asbestos (ACM) but not designated on the Asbestos Bulk Sampling Information form as requiring removal was considered to be in good to fair condition and can remain within the structure during demolition as long as the ACM does not become friable.

The Ohio Environmental Protection Agency Notification of Demolition and Renovation form must be submitted to OEPA ten (10) days prior to any demolition which will involve the disturbance of 160 square feet or 260 linear feet of RACM (which includes multiple structures of the same "project").

A "Notification of Demolition and Renovation/Abatement" form must be submitted to the Ohio EPA DH ten (10) days prior to abatement activities being performed which will disturb 50 square feet or 50 linear feet of a friable ACM.

If applicable, as indicated in the OEPA "Notification of Demolition and Renovation" form, Section XVII, ensure that an individual trained in the provisions of NESHAP is on site during the demolition activities. This individual would need to be certified by the Ohio EPA as an Asbestos Hazard Evaluation Specialist and have certification on hand.



John B. Simon, Jr.  
Ohio Asbestos Hazard Evaluation Specialist  
Certification Number ES35991

## **APPENDIX A**

- Field Report

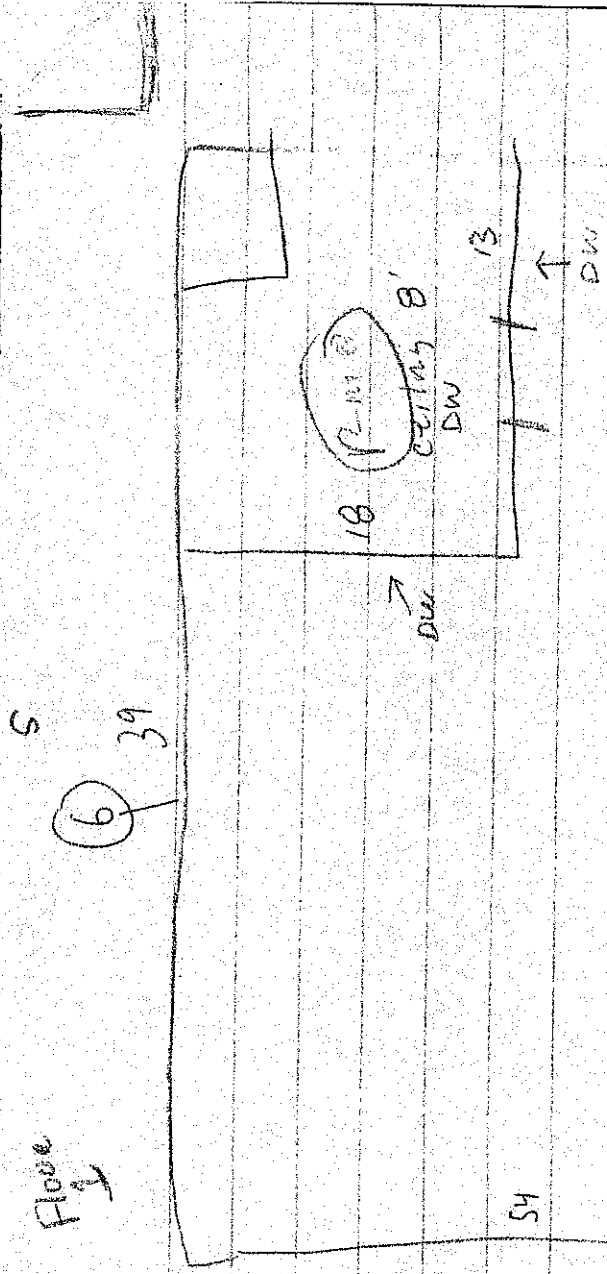
## **APPENDIX B**

- San Air lab report for bulk samples collected

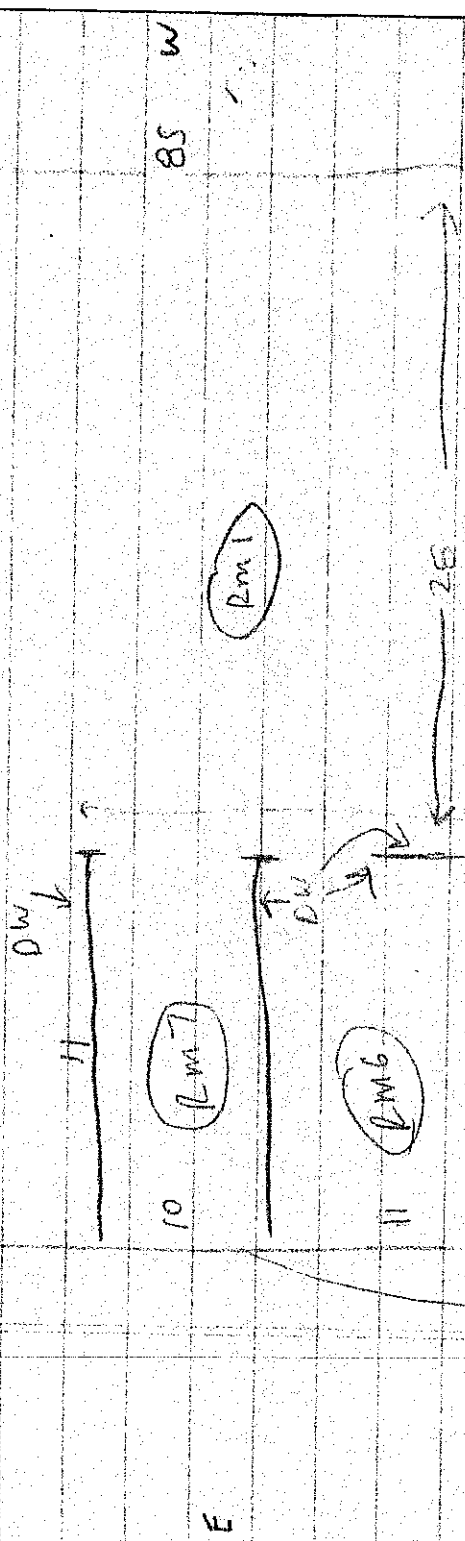
## **APPENDIX C**

- Asbestos Bulk Sampling Summary of Results form

Floor 1

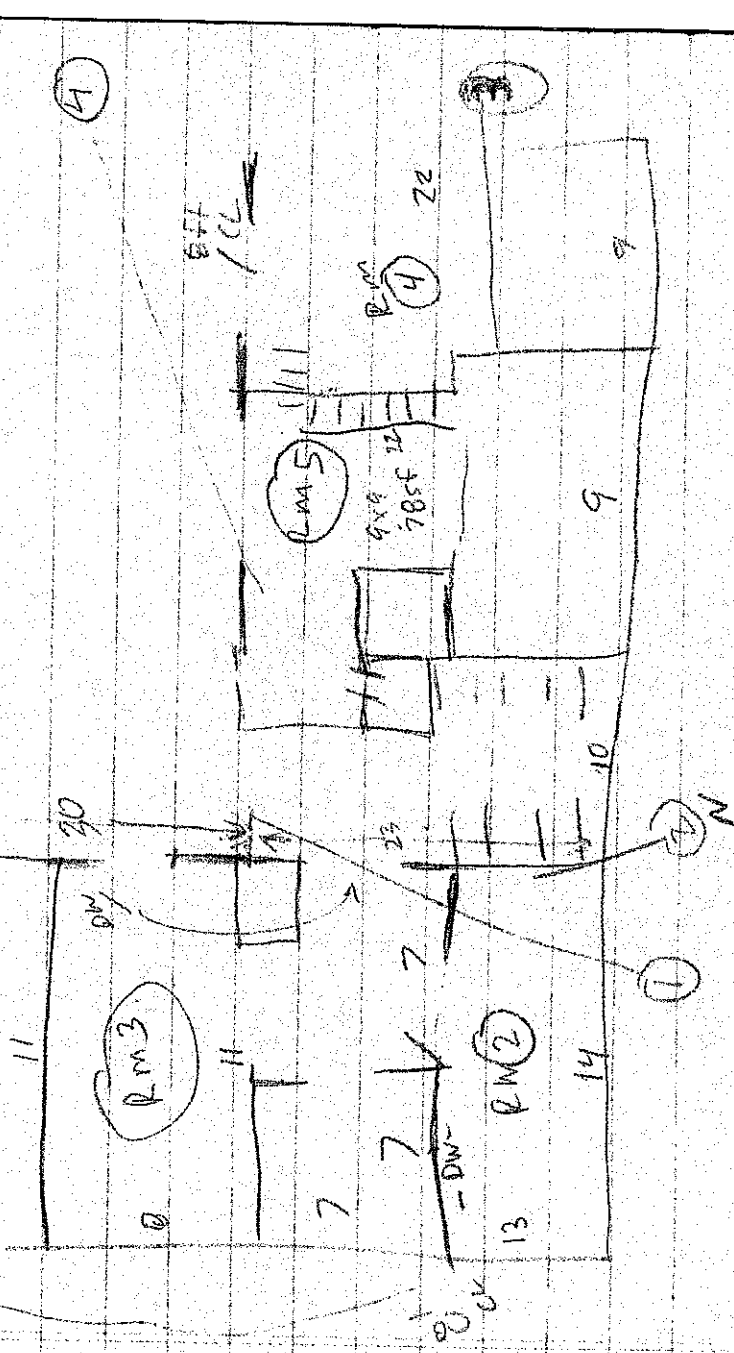


14' ceiling (7)



metal ceiling  
no plaster

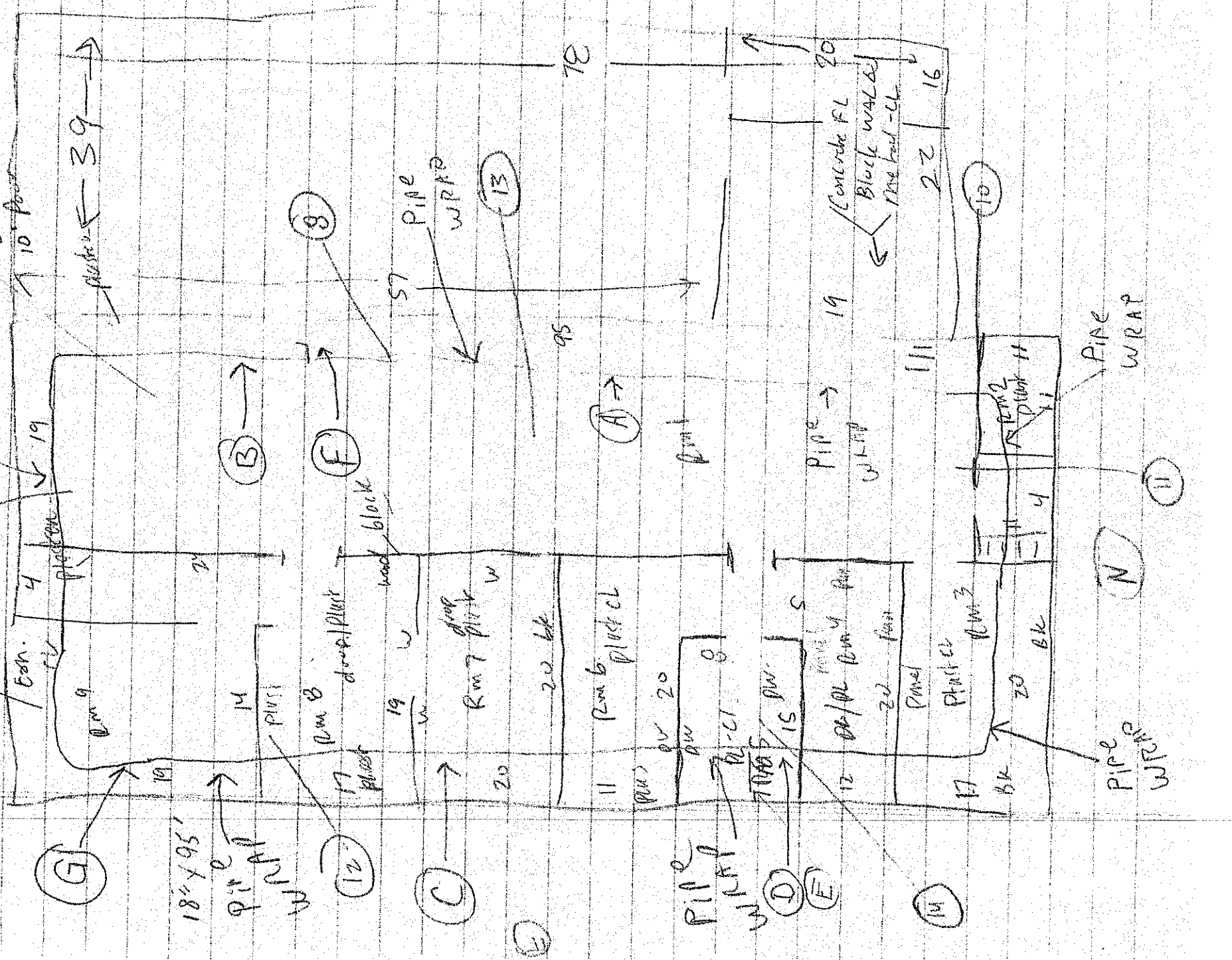
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Basement

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9  
Pipe WRAP  
plaster  
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Block walls



18' x 95'  
Pipe WRAP

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PIPE WRAP

6  
wood block

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plaster

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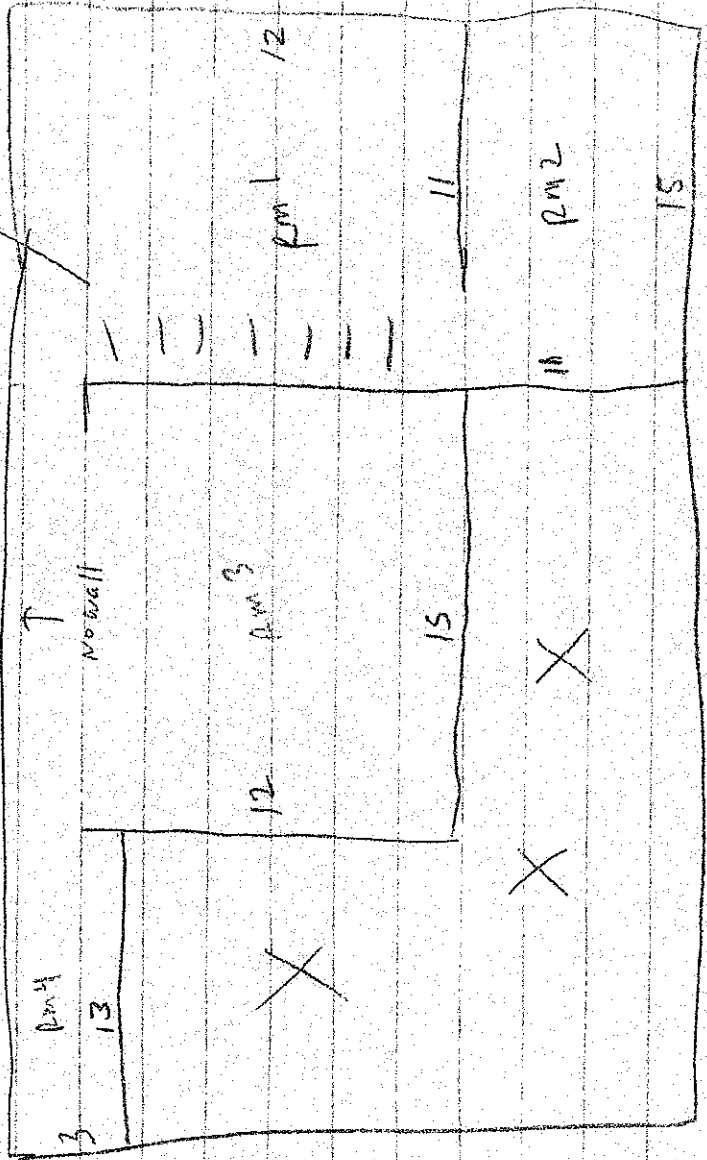
103



LOFT

$6\frac{1}{2}$  CL = Plaster  
WT = Plaster

5





**The Identification Specialists**

Analysis Report  
prepared for  
Trumbull County Engineer

**Report Date:** 12/17/2019

**Project Name:** Niles Times Bldg

**Project #:** Niles 1

**SanAir ID#:** 19063063



NVLAP LAB CODE 200870-0

1551 Oakbridge Dr. Suite B | Powhatan, Virginia 23139-8061  
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | [IAQ@SanAir.com](mailto:IAQ@SanAir.com) | [SanAir.com](http://SanAir.com)



SanAir ID Number  
**19063063**  
FINAL REPORT  
12/17/2019 11:58:53 AM

**Name:** Trumbull County Engineer  
**Address:** 650 North River Rd  
Warren, OH 44483  
**Phone:** 330-675-2640

**Project Number:** Niles 1  
**P.O. Number:**  
**Project Name:** Niles Times Bldg  
**Collected Date:** 11/22/2019 - 12/4/2019  
**Received Date:** 12/11/2019 10:00:00 AM

Dear John Simon,

We at SanAir would like to thank you for the work you recently submitted. The 24 sample(s) were received on Wednesday, December 11, 2019 via FedEx. The final report(s) is enclosed for the following sample(s): 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, A, B, C, D, E, F, G.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Sandra Sobrino  
Asbestos & Materials Laboratory Manager  
SanAir Technologies Laboratory

Final Report Includes:

- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:

- 24 samples in Good condition.



SanAir ID Number  
**19063063**  
FINAL REPORT  
12/17/2019 11:58:53 AM

Name: Trumbull County Engineer  
Address: 650 North River Rd  
Warren, OH 44483  
Phone: 330-675-2640

Project Number: Niles 1  
P.O. Number:  
Project Name: Niles Times Bldg  
Collected Date: 11/22/2019 - 12/4/2019  
Received Date: 12/11/2019 10:00:00 AM

Analyst: Hogrefe, Sarah

### Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Components		
	Stereoscopic Appearance	% Fibrous	% Non-fibrous
1 / 19063063-001 Plaster-Floor 1 Room 1 North Wall, Plaster	Brown Non-Fibrous Heterogeneous	100% Other	None Detected
1 / 19063063-001 Plaster-Floor 1 Room 1 North Wall, Skim Coat	White Non-Fibrous Homogeneous	100% Other	None Detected
2 / 19063063-002 Plaster-Floor 1 Room 2 West Wall, Plaster	Brown Non-Fibrous Heterogeneous	100% Other	< 1% Chrysotile
2 / 19063063-002 Plaster-Floor 1 Room 2 West Wall, Skim Coat	White Non-Fibrous Homogeneous	100% Other	None Detected
3 / 19063063-003 Plaster-Floor 1 Room 4 East Wall, Plaster	Brown Non-Fibrous Heterogeneous	100% Other	None Detected
3 / 19063063-003 Plaster-Floor 1 Room 4 East Wall, Skim Coat	White Non-Fibrous Homogeneous	100% Other	None Detected
4 / 19063063-004 Plaster-Floor 1 Room 5 South Wall, Plaster	Brown Non-Fibrous Heterogeneous	100% Other	< 1% Chrysotile
4 / 19063063-004 Plaster-Floor 1 Room 5 South Wall, Skim Coat	White Non-Fibrous Homogeneous	100% Other	None Detected
5 / 19063063-005 Plaster-Loft Ceiling Room 1, Plaster	Brown Non-Fibrous Heterogeneous	100% Other	None Detected
5 / 19063063-005 Plaster-Loft Ceiling Room 1, Skim Coat	White Non-Fibrous Homogeneous	100% Other	None Detected

Analyst:

Approved Signatory:

Analysis Date: 12/17/2019

Date: 12/17/2019



SanAir ID Number

19063063

FINAL REPORT

12/17/2019 11:58:53 AM

Name: Trumbull County Engineer

Address: 650 North River Rd

Warren, OH 44483

Phone: 330-675-2640

Project Number: Niles 1

P.O. Number:

Project Name: Niles Times Bldg

Collected Date: 11/22/2019 - 12/4/2019

Received Date: 12/11/2019 10:00:00 AM

Analyst: Hogrefe, Sarah

### Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	% Fibrous	Components % Non-fibrous	Asbestos Fibers
6 / 19063063-006 Plaster-Floor 1 Room 1 South Wall, Plaster	Brown Non-Fibrous Heterogeneous	100% Other		None Detected
6 / 19063063-006 Plaster-Floor 1 Room 1 South Wall, Skim Coat	White Non-Fibrous Homogeneous	100% Other		None Detected
7 / 19063063-007 Plaster-Floor 1 Room 1 East Wall, Plaster	Brown Non-Fibrous Heterogeneous	100% Other		None Detected
7 / 19063063-007 Plaster-Floor 1 Room 1 East Wall, Skim Coat	White Non-Fibrous Homogeneous	100% Other		None Detected
8 / 19063063-008 Plaster-Basement Room 1 West Wall	Tan Non-Fibrous Heterogeneous	100% Other		None Detected
9 / 19063063-009 Plaster-Basement Room 1 South Wall	Tan Non-Fibrous Heterogeneous	100% Other		None Detected
10 / 19063063-010 Plaster-Basement Room 2 South Wall	Grey Non-Fibrous Heterogeneous	100% Other		< 1% Chrysotile
11 / 19063063-011 Plaster-Basement Room 1 North Wall, Plaster	Grey Non-Fibrous Heterogeneous	100% Other		< 1% Chrysotile
11 / 19063063-011 Plaster-Basement Room 1 North Wall, Skim Coat	White Non-Fibrous Homogeneous	100% Other		None Detected
12 / 19063063-012 Plaster-Basement Room 8 South Wall	Grey Non-Fibrous Heterogeneous	100% Other		< 1% Chrysotile

Analyst:

Approved Signatory:

Analysis Date: 12/17/2019

Date: 12/17/2019



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**Received Date:** 12/11/2019 10:00:00 AM

Analyst: Hogrefe, Sarah

### Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Components		
	Appearance	% Fibrous	Asbestos Fibers
13 / 19063063-013 Plaster-Basement Room 1 Ceiling	Tan Non-Fibrous Homogeneous	100% Other	< 1% Chrysotile
14 / 19063063-014 Plaster-Basement Room 5 Ceiling, Plaster	Grey Non-Fibrous Heterogeneous	100% Other	None Detected
14 / 19063063-014 Plaster-Basement Room 5 Ceiling, Skim Coat	White Non-Fibrous Homogeneous	100% Other	None Detected
15 / 19063063-015 Drywall-Floor 1 Room 1 East Wall, Drywall	White Non-Fibrous Homogeneous	5% Cellulose 95% Other	None Detected
15 / 19063063-015 Drywall-Floor 1 Room 1 East Wall, Texture	White Non-Fibrous Homogeneous	100% Other	None Detected
16 / 19063063-016 Drywall-Floor 1 Room 6 South Wall	White Non-Fibrous Homogeneous	5% Cellulose 95% Other	None Detected
17 / 19063063-017 Drywall-Floor 1 Room 2 South Wall, Drywall	White Non-Fibrous Homogeneous	5% Cellulose 95% Other	None Detected
17 / 19063063-017 Drywall-Floor 1 Room 2 South Wall, Texture	White Non-Fibrous Homogeneous	100% Other	None Detected
A / 19063063-018 Pipe Wrap-Basement	White Fibrous Heterogeneous	5% Cellulose 25% Other	70% Chrysotile
B / 19063063-019 Pipe Wrap-Basement			Not Analyzed

Analyst:

Approved Signatory:

Analysis Date: 12/17/2019

Date: 12/17/2019



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**Received Date:** 12/11/2019 10:00:00 AM

Analyst: Hogrefe, Sarah

### Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Components		
	Appearance	% Fibrous	% Non-fibrous
C / 19063063-020 Pipe Wrap-Basement			Asbestos Fibers Not Analyzed
D / 19063063-021 Pipe Wrap-Basement			Not Analyzed
E / 19063063-022 Pipe Wrap Packing-Basement	White Fibrous Homogeneous	5% Cellulose	45% Other 50% Chrysotile
F / 19063063-023 Pipe Wrap Packing-Basement			Not Analyzed
G / 19063063-024 Pipe Wrap Packing-Basement			Not Analyzed

Analyst: *Silvayk*

Analysis Date: 12/17/2019

Approved Signatory: *S. J. Fattah*

Date: 12/17/2019

## Disclaimer

The final report cannot be reproduced, except in full, without written authorization from SanAir. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample and information provided by the client. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Samples are held for a period of 60 days.

For NY state samples, method EPA 600/M4-82-020 is performed.

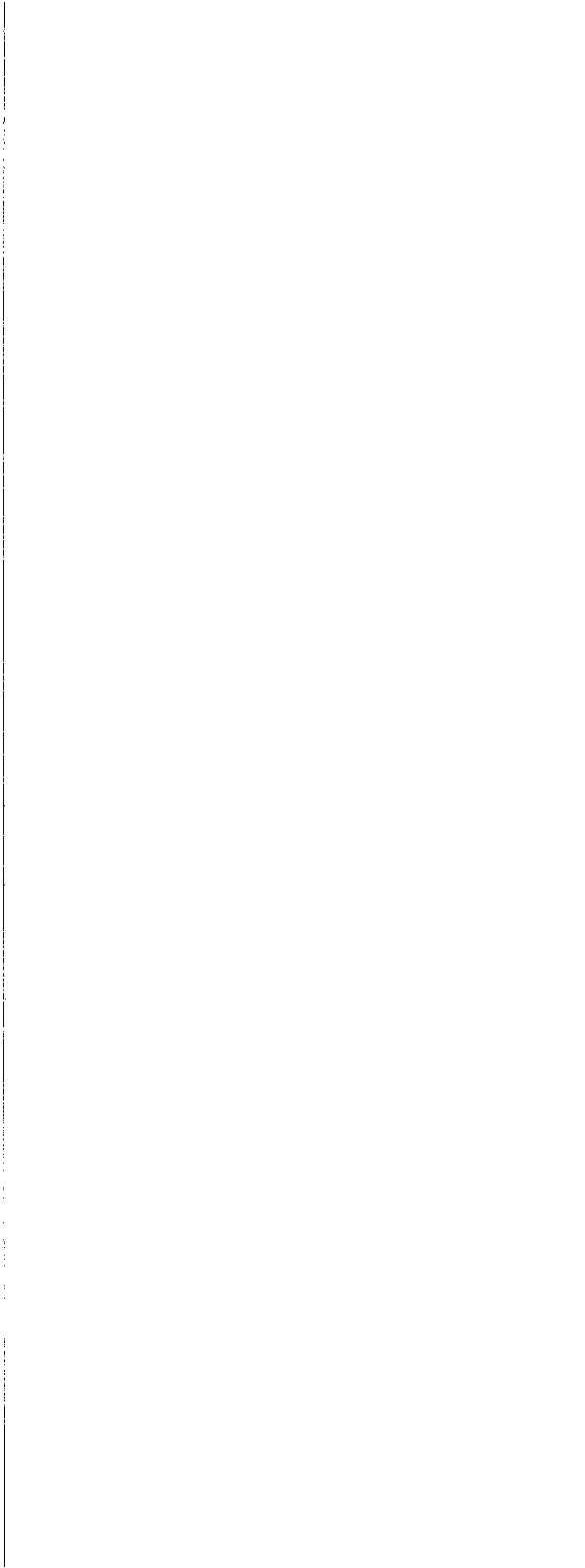
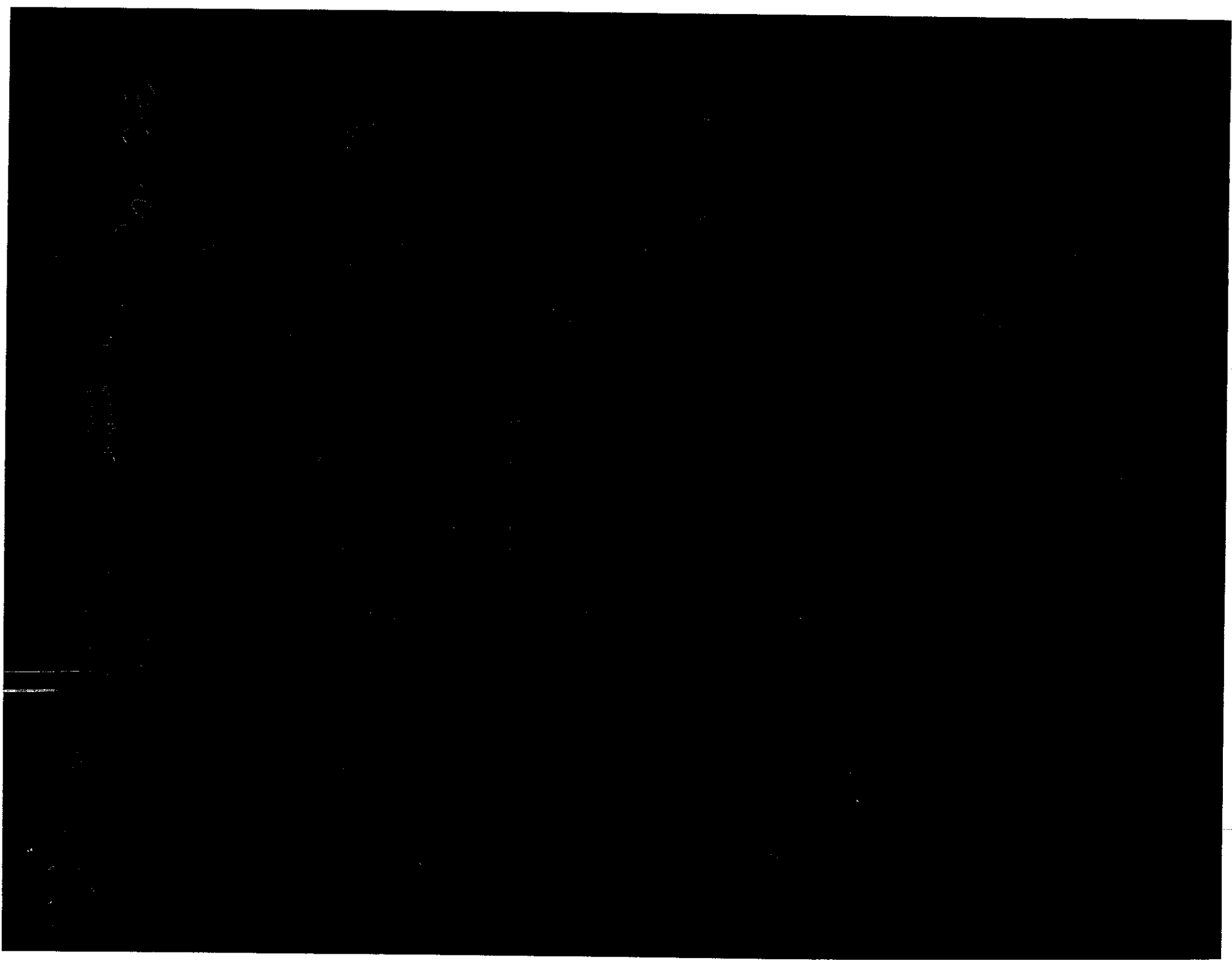
Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

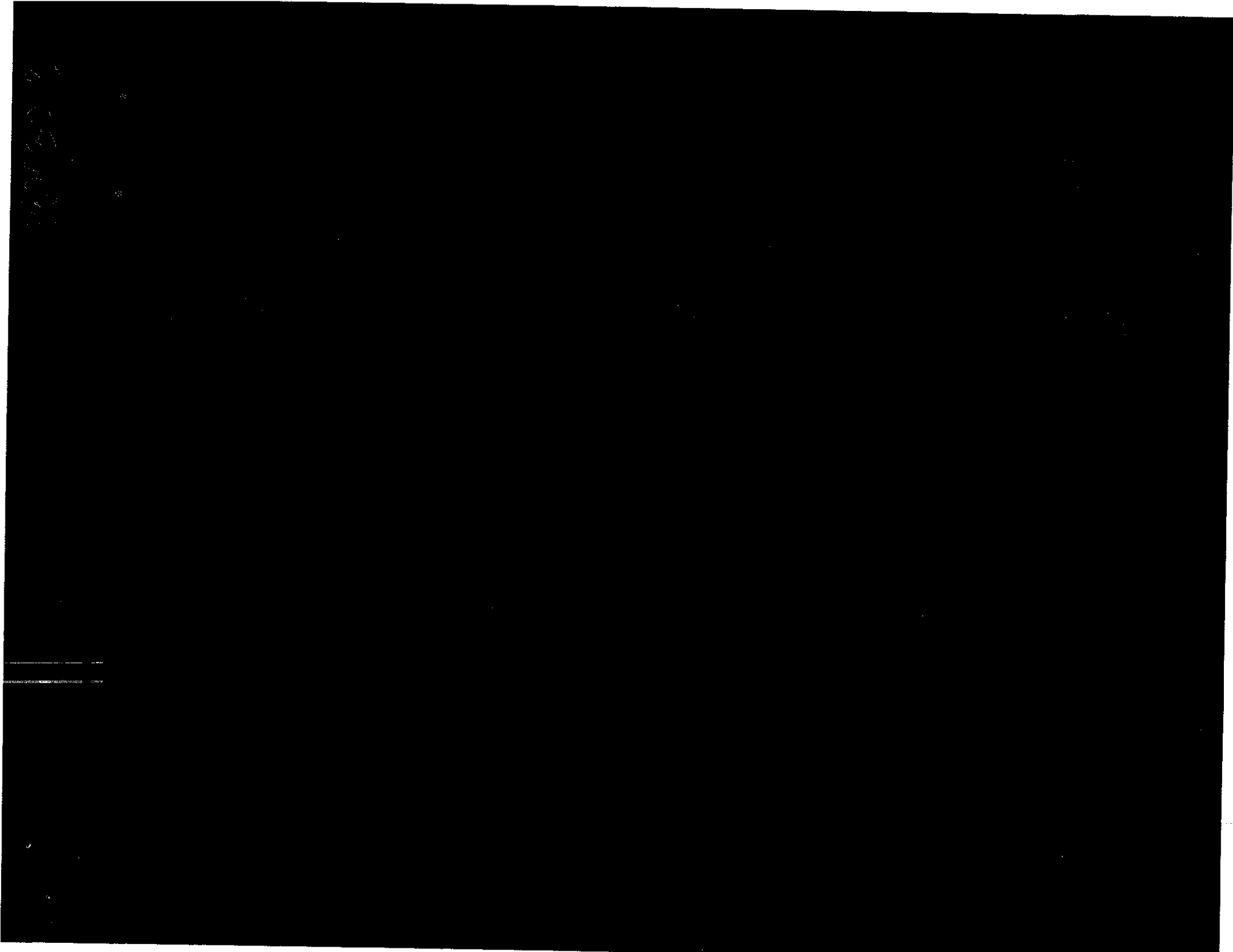
### Asbestos Certifications

NVLAP lab code 200870  
City of Philadelphia: ALL-460  
PA Department of Environmental Protection Number: 68-05397  
California License Number: 2915  
Colorado License Number: AL-23143  
Connecticut License Number: PH-0105  
Massachusetts License Number: AA000222  
Maine License Number: LB-0075  
New York ELAP lab ID: 11983  
Rhode Island License Number: AAL-126  
Texas Department of State Health Services License Number: 300440  
Commonwealth of Virginia 3333000323  
Washington State License Number: C989  
West Virginia License Number: LT000566  
Vermont License: AL166318

Revision Date: 11/30/2017







10/19/92





Electric Department – City of Niles, Ohio  
951 Youngstown – Warren Road  
Niles, OH 44446

Attn: Mr. Dave Liste, Assistant Superintendent

**Re: Proposal for New Transformer Storage Building**

Olive Street  
Niles, OH

Mr. Liste,

We are pleased to submit the following proposal for the construction of a new Transformer Storage Building and associated site improvements per your instructions, as detailed below, and as shown on the attached building renderings and proposed site plan. We also submit the following bid clarifications which form an integral part of our proposal:

Project Details – Our proposal includes the following:

- 1) Removal of the existing chain link fencing and gates on the west, south and east sides of the proposed new building location, and replacement with new 6 ft high galvanized chain link fence including 3-strand barbed wire at the top and 2 twenty-foot-wide manual bi-parting rolling gates
- 2) Stripping the existing vegetation and topsoil in the area to the east of the existing fence where the new building and surrounding concrete apron will be constructed and filling that area with suitable aggregate material to achieve building/apron subgrade and create an aggregate drive area around the apron and as an exit lane for the new building east end OH door
- 3) A new 60 foot x 120 foot pre-engineered metal building (PEMB) with a 16 ft eave height, metal panel siding, standing seam metal roof, a 4 course CMU foundation wall, reinforced concrete footings and column piers, an interior 6 inch thick reinforced concrete slab on grade with aggregate base, 10 foot wide 8 inch thick reinforced concrete aprons surrounding the building, 2 ten foot wide x sixteen foot high non-insulated steel sectional overhead doors with electrical motor operators, 2 three foot wide x 7 foot high hollow metal man doors with hollow metal frames and door hardware, 3 inch thick vinyl faced fiberglass insulation (R-10) at the roof and walls to help eliminate condensation inside the new building, and 6 inch diameter concrete filled steel bollards at the OH door jams
- 4) The PEMB will be a Classic II as manufactured by Butler with ButlerRib II 26 ga. wall panels and MR24 24 ga. standing seam roof panels. Butler Manufacturing remains the best pre-manufactured building on the market, and its MR-24 roof system is considered by most to be the best roofing system available. Butler offers a sealant groove, slotted holes, factory punching, stronger fasteners, mitered panels, steel rod bracing, unmatched coating performance, paint and water tightness warranties, deep corrugation, and years and years of research and testing.

---

800 SUMMIT AVENUE · NILES, OH 44446 · TELEPHONE: 330.652.0190 · FACSIMILE: 330.652.3463



- 5) A new electrical service starting at a new transformer (transformer supplied and installed by others), interior and exterior building lighting with fixtures providing ample foot candles inside the building, convenience receptacles inside the building to meet minimum building code requirements, and exit light fixtures at the 2 man doors

Our price to perform the work described above and depicted on the attached drawings is **Four Hundred Twenty-One Thousand One Hundred Fifty Dollars (\$421,150.00)**

Optional Pricing

If interior 28 ga. steel 8 foot high wall liner panels are desired to help protect the wall insulation, please add Eleven Thousand Eight Hundred Dollars (\$11,800.00) to the above price.

Butler's standard 3 year warranty is included in the price above. Optional extended warranties on panel finish and weather/water tightness up to 25 years are available at additional cost.

Potential Cost Savings

We would be glad to meet with you to discuss potential cost savings ideas including building orientation on the site and screw down roof panels in lieu of standing seam.

Bid Clarifications

- 1) We have excluded sales tax.
- 2) We have excluded the costs of any and all permits.
- 3) We have excluded the costs of all special inspections and 3<sup>rd</sup> party testing.
- 4) We have excluded the cost of utility connection fees and temporary utility consumption fees.
- 5) We have excluded painting, plumbing and HVAC.
- 6) Our proposal amount is based on encountering suitable below grade soil conditions.
- 7) We have included professional architectural, structural/civil and electrical engineering design services in our proposal amount.
- 8) We have included the cost of payment and performance bonds and builders' risk insurance in our proposal amount.

Thank you for the opportunity to provide a proposal for this fine project. Should you have any questions or desire to discuss our proposal further, please do not hesitate to contact me.

Sincerely,

Howard Agueda, Estimator/Project Manager

Mike Coates Construction Inc.

[h.agueda@mikecoatesconstruction.com](mailto:h.agueda@mikecoatesconstruction.com)

cc: Michael Coates, Jr., File

encl

---

800 SUMMIT AVENUE · NILES, OH 44446 · TELEPHONE: 330.652.0190 · FACSIMILE: 330.652.3463

Erb Consturction, Inc.  
 527 Baldwin ave.  
 Niles, OH

Estimate



Name/Address
City of Niles Electric Department

Date	Estimate No.	Project
10/25/19	15	

Item	Description	Quantity	Cost	Total
Site Work	Digging footers			0.00
Concrete	pouring footers, placing rebar/ perimeter insulation CMU walls			0.00
Steel Building	60 X 100 x18ft. walls minimum R vaule insulation	1		0.00
Concrete	8in. Thick concrete 6.5 sack 6 Gauge wire 60x100/ Concrete apron around building 10x360. 4in. of 304	1		0.00
Electrical and Lighting	20 High bay LED lighting 4 outlets/panel egress lighting	1		0.00
Fencing	Remove and relocate fencing	1		0.00
Garage Doors	2 16x14 Garage doors 2 Man doors 3070 & 2 Garage door openers	1		0.00
Building Cost EXCLUDES	WINTER HEAT/ WINTER PROTECTION. BUILDING PERMITS.	1	340,000.00 0.00	340,000.00 0.00
Total				\$340,000.00

PAYMENT MORE THAN 45 DAYS LATE WILL BE SUBJECT TO A 18% APR CHARGE

ESTIMATE

City Of Niles Light Department  
34 W State St  
Niles, Ohio 44446  
(330) 544-9000

**Guerra Maintenance and Construction llc**

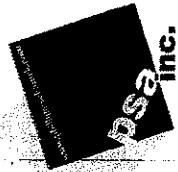
1661 Stillwagon Rd  
Niles, Ohio 44446  
Phone: (330) 219-0181  
Email: donald.guerra@aol.com

Estimate # 000379  
Date 08/10/2019

Description	Total
Light department storage building	\$281,755.00
Clear and grade site location Excavate and pour 320lf of footers. Footers to be 40" deep with 8" of concrete with rebar Install block foundation 7 courses of block 320lf Pour concrete floor inside building and 10' perimeter around building. Concrete to be 6" thick with 6 gauge wire mess. Approximately 190 yards of concrete. Approximately 190 ton 57 stone budget Construct 100'x60' building with 18' 2x6 walls sheeted with 7/16 osb Roof framed with 60' scissor trusses for a vaulted ceiling. Sheet roof with 1/2osb Install 2 12'x16' clopay roll up garage doors with openers Install 2 3.0x 6.0 man doors Install metal siding and metal roofing Install 200' of 6" gutters and downspouts Install 550' of 6' chain link fence with barb wire and 4 gates Install 200 amp electrical service, 16 led light fixtures, 12 plugs, switches, emergency exit lights. All wire in conduit and mc cable	

**Subtotal** \$281,755.00  
**Total** **\$281,755.00**

City Of Niles Light Department



Architecture  
Planning  
Consulting  
Interiors

Municipal Building Improvements, City of Niles  
34 W. State Street  
Niles, OH 44446

Statement of Services  
Project Definition Document and Cost Proposal

This project definition document has been prepared to establish a basis for the services proposed to be rendered for the project.

The information included herein has been included based on a discussion between the Architect and Owner, or Owner's agent. This information should be reviewed to ensure that the project scope and intent are correct. Changes to the description of services of scope may affect the overall cost and delivery of services.

Date: October 29, 2019

Bruce W. Sekanick, FAIA, OAA, Phillips|Sekanick Architects inc, [psainc]

Presented by:

**General Information**

Client name	City of Niles, OH 34 W. State Street Niles, OH 44446
Client's contact	Mr. Anthony Flarey, Service Director City of Niles, OH 34 W. State Street Niles, OH 44446
Project name	Municipal Building Improvements 34 W. State Street Niles, OH 44446
Approximate Duration	T.B.D.
Begin date	November 2019
End date	T.B.D.

This proposal is confidential and proprietary and has been provided for the client as named above. The information contained herein shall not be disclosed to other parties without the express written consent of Phillips/Sekanick Architects, inc. Disclosure of any part of this information is subject to the rules and regulations United States Department of Justice. When submitted to a public entity, this document shall be considered part of the public record and shall be assumed to be available for public access and review.

This document is a services proposal and is subject to the conditions of the General Conditions of the Contract, AIA document A-201-2017. This document is intended to be signed as an exhibit to the Owner/ Architect agreement. In the absence of a completed AIA Owner Architect agreement, this document, when executed, shall serve as an agreement for architectural services.

Terms of conditions as noted here-in shall apply unless altered within the Owner/Architect agreement.



## **Schedule of Services to be Provided**

**The following schedule provides a summary of the observations, conditions and discussions relating to the project site.**

<b>Item</b>	<b>Description</b>
1	The Architect will provide services as outlined in this document and as defined in the Owner/Architect agreement, if applicable.
2	Under Ohio law, architectural services are required to be rendered under a written agreement.
3	This project includes the alterations and improvements to the existing City Municipal Building located at 34 W. State Street, Niles, OH. These improvements include but are not limited to the following: reconfiguration of existing tax offices, reconfiguration of existing auditors' offices, restroom reconfiguration and improvements, reconfiguration of existing service director and adjacent offices, room reassignments, front entry canopy and lighting redesign, intel replacement, and repairs to light department boot wash.
4	The contact for the Owner is Anthony Flarey and the contact for Phillips Sekanick Architects, inc, [psainc] is Bruce Sekanick FAIA, OAA [p]330-395-9518 [c] 330-717-3905.
5	The following shall define the scope of service to be provided by Phillips Sekanick Architects, inc.
6	As part of the basic services, the Architect will provide services in the following phases: Schematic Design (this phase includes discovery, due diligence, and programming), Design Development, Construction Documents, Bidding and Negotiations, and Construction Administration.
7	Schematic Design: The Architect will provide due diligence services to document, to the degree necessary, the as-built conditions. The Architect will work with the Owner to establish the project scope.
8	The Architect shall provide schematic design documents based on the project program as defined above. The Architect will work with the Owner to develop a specific overall scope of services as well as a proposed budget.
9	The Architect shall submit revisions to schemes or proposals developed above as required to meet defined program requirements if approvals are not granted by the Owner.
10	Design Development: Based on the accepted Schematic Design, the Architect will develop the Design Development documents as necessary. The Design Development documents shall define the floor plan and proposed elevations along with the primary materials and finishes. An Architect's estimate of probable construction costs will be provided.
11	The Architect will analyze applicable code conditions and will indicate minimum standards based on the specific needs encountered and discuss any specific changes necessary due to the resulting design.
12	Construction Documents: Upon acceptance of the Design Development documents, the Architect will develop and coordinate Construction Documents and information necessary for bidding, construction, and submission to appropriate agencies or departments having jurisdiction for plan and building approval.

- 13 The Architect will engage as appropriate and necessary electrical, mechanical, plumbing, and or structural engineers to assist in the preparation of documents required for the project. The cost of these consultants is included in the indicated fee. The Architect will determine the necessary and appropriate consulting services needed.
- 14 Approval of the Owner shall be obtained prior to the development of Construction Documents. The Owner shall provide a timely review and approval of developed information.
- 15 The Owner shall be responsible for securing the services of any required testing agencies including those necessary for independent special inspections.
- 16 The Architect will, as part of the Construction Document phase, submit the drawings and specifications to the Building Inspection Department of Jurisdiction for review and approval.
- 17 The plans and service documents, including all reports, layouts and planning documents prepared as part of these services shall, to the fullest reasonable extent, conform to the requirements of the Ohio Building Code.
- 18 Bidding and Negotiations: The Architect will assist the Owner in the bidding of the project. The Architect will work with the Owner in identifying qualified bidders for the project. Upon the direction of the Owner, the Architect will provide bidders with appropriate documents as developed for bidding the project. The Architect will address questions from the contractors in the form of RFIs (Request for Information) and will issue appropriate addenda to address issues and clarify intent for the contractors to support bidders in the submission of complete and accurate proposals.
- 19 The Architect will review and evaluate bids submitted for compliance with the project documents and requirements. The Architect will evaluate substitutions proposed where permitted. Based on the base bid, alternates and the information received, the Architect will make a recommendation on the award of the contract for construction.
- 20 The Architect will work with the Owner in the preparation of an Owner-Contractor agreement. The Architect will coordinate the bid proposal information with the contract agreement.
- 21 Construction Administration: The Architect will provide Construction Administration phase services during the execution of the work. The services to be provided include the review of submittals and shop drawings, payment applications, clarifications and responses to contractor RFIs, construction progress meeting attendance, and project close-out documentation.
- 22 The Architect will issue a certificate of substantial completion when the contractor has met the requirements of the contract documents to permit the Owner to use or occupy the structure. The Architect will perform a punch list review for the contractor's use. The Architect will work with the contractor to secure all required documents for maintenance and reference.
- 23 The Architect has included an allowance of \$400 for reimbursable expenses. Reimbursable expenses shall be as defined in the standard AIA contract, but in general shall include the cost of printing, shipping, mailing and similar expenses. Costs in excess of the allowance shall require Owner approval prior to billing.
- 24 The Architect will work with the Building Inspection Department and will address compliance issues related to the submission. The fees for all permits, including those as required for building inspection, and the zoning and planning office are the responsibility of the Owner.

25

Any site, environmental, and/or hazardous materials studies required by the AHJ or the EPA are not part of this proposal and such fees shall be paid by the Owner. The Architect will not be responsible for the removal or remediation of any hazardous or contaminated materials found at the project site. The Owner shall provide testing prior to the start of work if existing conditions are suspected to contain regulated material. The Architect will assist the Owner as necessary upon request in securing an inspection agency.

26

This proposal includes necessary site visits to render services. These visits include review of the space, meetings with authority having jurisdiction, and other meetings necessary for the approval of the project.

**Schedule of Owner Provided Information**

<b>Item</b>	<b>Description</b>
1	Access to the project site and all available information on the site including any information on previous uses, surveys, environmental studies, etc. to assist our office in preparing appropriate information related to compliance with appropriate codes and ordinances.
2	Time requirements or restrictions shall be provided.
3	The Owner shall provide signed documents which shall be an approval for the Architect to proceed as appropriate.

**Preliminary Project Schedule Requirements**

<b>Item</b>	<b>Date</b>	<b>Description of Timeframe Requirements</b>
1	1.5 Months	Schematic Design, including due diligence.
2	1.5 Months	Design Development. Development of preliminary plans for review.
3	2 Months	Construction Documents. Creation of Construction Documents.
4	4 Weeks	Bidding or Negotiation and plan approval.
5	TBD	Construction and Construction Administration. Observation is dependent upon the Contractor's schedule.

The above schedule is general in nature and may vary depending upon a number of conditions, including the workload, and other factors not fully in the Architect's control including, but not limited to existing conditions encountered, bidding conditions, approval timelines, and financing. This is being provided for general planning considerations.

**Scoping Summary**

<b>Phase</b>	<b>Y/N</b>	<b>Special Requirements</b>
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Schematic Design

Y

Scope as noted above.

Design Development	Y	Scope as noted above.
Construction Documents	Y	Scope as noted above.
Bidding and Negotiations	Y	Scope as noted above.
Construction Administration	Y	Scope as noted above.
Reimbursable Expenses	Y	Any reimbursable expenses will be billed in accordance with the attached fee schedule. See allowance included in proposal.
Mechanical, Plumbing, Electrical, and Structural Engineering Consultants	Y	
Civil Engineering and Environmental Consultants	N	

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### Statement of Services

#### Assumptions

The Architect shall provide necessary services as described in the Scoping Summary and as noted in the Schedule of Services. Additional services required by the Owner will be charged as additional services.

#### Change management process

When a change in the scope of service being provided occurs, the Architect will provide you with a proposal for additional services or with a revised proposal based on the scope of the changes being made and the status on the current services being executed. These changes shall be approved by the Owner and Architect prior to changing the scope of services. Verbal authorization to proceed by the Owner and commencement of changes by the Architect shall not void the Architects ability to collect additional fees for changes in scope.

#### Engagement related expenses

The basic contract includes local site visits to the project site as necessary by the Architect. Special trips requested by the Owner but not part of the standard services may be charged as reimbursable expenses. The Architect will provide three copies of the final contract documents to the Owner for their use. All other copies of documents and information will be charged as a reimbursable expense as indicated in the Schedule of Fees/ Miscellaneous Reimbursable Costs. The Architect will not charge for reproductions of documents solely for internal office use of the Architect. All services provided by the Architect remain the property of the Architect and shall not be used for any other purpose except as specifically authorized by the Architect in writing.

#### Professional services agreement

This agreement is considered a professional services agreement and meets the minimum requirements of the Ohio Architects Board. Unless specifically stated elsewhere, all drawings, designs, concepts, materials and copyrights remain the property of the Architect.

#### Payment terms

Payment is due 15 days from the date of invoice. Invoices unpaid 30 days after the date of the invoice will be subject to a finance charge at current market rates or as defined in the contract (1.5%/ month, 18% APR) and unpaid amounts may incur a re-billing fee of \$75 each month payments are outstanding more than 30 days. Finance charges may be added to all unpaid fees and expenses. Services may be terminated or suspended by the

Architect if unpaid after sixty (60) days from date of invoice. The drawings remain the property of the Architect and may not be used by the Owner when services are terminated or suspended by the Architect for non-payment until such time as all fees, costs, and interest are paid in full by the Owner. The Architect shall not be responsible for economical losses due to the Owners non-payment.

#### Termination

As required by Ohio law, this document shall serve as an agreement for professional architectural services. As also required by law, the Architect may be terminated by the Owner, or the Architect may choose to terminate the services to the Owner, without penalty and without cause. The Architect shall be compensated in either case for all services provided and costs incurred up to the point of termination.

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#### Cost Proposal

Based on this document, referred to as the Statement of Services [SOS] and Project Definition Document [PDD], Phillips/Sekanick Architects, inc. proposes the following fee structure for architectural services as defined above for the alterations and improvements to the City of Niles Municipal Building.

Phillips/Sekanick Architects, inc. proposes to provide the above services for the fees as indicated below. The following are factors determined in the consideration of this proposal:

- Scope of services to be provided.
- Specific site conditions and local development requirements.
- Owner program requirements or specific requirements of the design criteria provided by the Owner.

Phillips/Sekanick Architects, inc. will provide the architectural services within the scope of the enclosed documents as follows:

Schematic Design	\$	4,900.00
Design Development	\$	5,900.00
Construction Documents	\$	29,245.00
Bidding and Negotiations	\$	1,400.00
Reimbursable Allowance	\$	400.00
Construction Administration / Observation	\$	7,300.00

**Based on the above, the following total fee is proposed: \$49,145.** These costs include specialty consultant charges as noted above. These costs are base fees plus reimbursable expenses.

Payment terms are as outlined within the PDD and unpaid fees are subject to interest fees and charges as indicated in the payment terms. The drawings and all information remain the property of the Architect. Failure to pay invoices within 60 days may result in the suspension of services. During the suspension of services or after the termination of services, the Owner shall not use the drawings or any permits obtained by or as a result of the submission of such drawings until payment, plus fees and interest, is made in full.

When signed and authorized by the Owner, this document is a professional services contract and authorizes the architect to proceed with services noted.

This proposal is valid for 60 days from the date of the PDD.

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**Acceptance and authorization**

This is a Statement of Services [SOS] that summarizes the services to be provided by the Architect. An AIA Owner Architect Agreement may be substituted for this document as a formal contract for services, but the information provided in this statement is to be used as the basis of the Agreement between Architect and Owner. This document is intended to define the limits of services and the information to be made available to the Architect by the Owner to perform the services. By signing this acceptance, the Architect is authorized to proceed and that the Architect will be compensated for all service fees and costs.

The terms and conditions of the **Agreement between Architect and Owner** apply in full to the services provided under this Statement of Work.

The parties hereto each acting with proper authority have executed this Statement of Services to be used as the basis of the Contract for Services.

City of Niles  
Company Name

Phillips/Sekanick Architects, inc. | psainc  
Company Name

Authorized Representative

Bruce W. Sekanick, FAIA, OAA  
Authorized Representative

Signature



Signature

Date

10.29.2019

Date

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## Schedule of Fees/ Miscellaneous Reimbursable Expense

This fee schedule has been provided as a basis for costs incurred on the project. For projects that are indicated as fixed fee, phased fixed fee, percentage of construction or similar fee types, the rates noted apply only to supplemental services or services provided on an hourly basis or for a change in scope when authorized by the Owner.

The rates for hourly services of employees and for reimbursable costs incurred on behalf of the project are listed below. These costs include the cost of hourly work or additional services where services beyond the basic scope is requested or where additional services are required for changes as requested by the Owner.

The hourly rates indicated are for the project listed above, different rates apply to different project types and information provided herein may not be directly applicable to other projects or project types.

Principal Architect	\$175/hr
Project Architect	\$135/hr
Project Manager	\$110/hr
Designer I	\$95/hr
Designer II	\$75/hr
Draftsperson/CAD	\$65/hr
Clerical	\$65/hr

Drawing Reproductions      \$1.70/page

Photocopies      \$0.10 /page

Reimbursables      Cost + 50%  
(Postage, Photocopies, Drawing Reproductions, Shipping Charges, Review & Permit Fees paid by PSA and Travel Expenses including Mileage)

Special Consultants      Cost + 35%

These costs apply to services outside of standard service agreements or to hourly work as agreed upon.

The following applies to piecemeal costs associated with the project design and services rendered.

Time for projects include all drive-time from the time they leave the office to the time they return except in extenuating circumstances such as overnight stays.

The above costs for hourly work shall include all time from departure from our offices or location of same or similar distance until arrival at the project or meeting site. Time shall include all time at the project site or meeting including layovers at airports or other similar locations. Return travel shall be determined in the same manner as above.

All single-day travel time combined with meeting or other times indicated or implied above, shall be billed at the above rates through 8 hours. For time exceeding 8 hours, time shall be billed at 1½ times the above rates.

Overtime for Owner required weekend work shall be billed at 1½ times the hourly rates indicated above up to 8 hours. Time in excess of 8 hours shall be billed 2 times the noted rates.

Required holiday overtime shall be billed at 3 times the above rates with time exceeding 8 hours billed at 4 times the noted service rates.

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# City of Niles, Ohio

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

DRAFT NO. 16-20

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ADVERTISE REQUESTS FOR PROPOSALS FOR THE CREATION OF A NEW COMPREHENSIVE PLAN FOR THE CITY OF NILES AND, DECLARING AN EMERGENCY

WHEREAS, the current City of Niles Comprehensive Plan is outdated; and,

WHEREAS, City of Niles Council budgeted for the creation of a new plan in the 2020 budget;

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

SECTION 1: Council hereby authorizes the Service Director to advertise requests for proposals for the creation of a new comprehensive plan.

SECTION 2: This Resolution is declared to be an emergency measure in the interest of the public health, safety and welfare and to allow the proposal process to begin 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: \_\_\_\_\_

\_\_\_\_\_  
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 AND UTILITIES COMMITTEE  
AUTHORIZED BY: CANTOLA and SMITH

DRAFT NO. 17-20

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ISSUE A REQUEST FOR QUALIFICATIONS FOR ARCHITECTURE DESIGN OF STORAGE BUILDING; AND, DECLARING AN EMERGENCY

WHEREAS, the City of Niles desires to construct a new storage building and is seeking qualifications for the architectural design.

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

SECTION 1: Council hereby authorizes the Service Director to issue a request for qualifications for architectural design of the new storage building.

SECTION 2: This Ordinance is declared to be an emergency measure in the interest of the public health, safety and welfare to enable the City to quickly select the best qualified architect to design the new storage building. 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

# City of Niles, Ohio

SPONSORED BY: FINANCE  
AUTHORIZED BY: CANTOLA and SMITH

DRAFT NO. 18-20

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE 2020 ANNUAL BUDGET FOR FISCAL YEAR 2020 TO INCLUDE THE BIKE TRAIL DEPARTMENTAL BUDGET FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2020; AND, DECLARING AN EMERGENCY

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

SECTION 1: That the Bike Trail 1076 Departmental budget for the fiscal year beginning January 1, 2020, is amended as follows:

Grand Total	54,151
1076 BIKE TRAIL	54,151
51 WAGES	13,746
52 BENEFITS	5,405
53 CONTRACTED SERVICES	25,000
54 SUPPLIES	5,000
55 MAINTENANCE	5,000

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 the amendment is necessary for upkeep of the bike trail. 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