

City of Niles, Ohio

SPONSORED BY: SAFETY
AUTHORIZED BY: SHEELY

DRAFT NO. 162-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF A DECOMMISSIONED POLICE CRUISER TO CHAMPION TOWNSHIP AS IT IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY; AND DECLARING AN EMERGENCY

WHEREAS, Council has determined that the decommissioned vehicle, a 2017 Ford Explorer PIU, VIN 1FM5K8ARXHGE13618, is no longer needed for any municipal purpose by the City;

WHEREAS, Champion Township will purchase the vehicle from the City for \$9,500.00;

WHEREAS, given the specialized use of the vehicles for law enforcement purposes it is appropriate to direct sell these vehicles to another police department as opposed to the general public through advertisement under ORC 721.15. As these vehicles remain fully equipped for law enforcement purposes a sale to the general public is prohibitive for safety and liability reasons. As such, in order to sell to the general public, the vehicles law enforcement capabilities would need to be removed and/or disabled, substantially reducing the value of the vehicles.

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

SECTION 1: That Council finds that the decommissioned vehicle 2017 Ford Explorer PIU, VIN 1FM5K8ARXHGE13618, is not needed for any municipal purpose by the City and is to be sold to Champion Township in the amount of \$9,500.00

SECTION 2: That this Ordinance is hereby declared to be an emergency measure in the interests of the public health, safety, and welfare because the immediate sale of such decommissioned municipal property is necessary in order to secure the most value for the property. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

Received by the Mayor of the City of Niles this _____ day of _____, 2024, and approved by me as such Mayor this _____ day of _____, 2024.

MAYOR

City of Niles, Ohio

SPONSORED BY: SAFETY
AUTHORIZED BY: SHEELY

DRAFT NO. 163-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF A DECOMMISSIONED POLICE CRUISERS TO HUBBARD TOWNSHIP AS IT IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY; AND DECLARING AN EMERGENCY

WHEREAS, Council has determined that the decommissioned vehicle, a 2017 Ford Explorer PIU VIN - 1FM5K8AR2HG63164 , is no longer needed for any municipal purpose by the City; and

WHEREAS, Hubbard shall purchase the vehicle from the City for the amount of \$9,500.00, and WHEREAS, given the specialized use of the vehicle for law enforcement purposes it is appropriate to direct sell the vehicle to another police department as opposed to the general public through advertisement under ORC 721.15. As the vehicle remains fully equipped for law enforcement purposes a sale to the general public is prohibitive for safety and liability reasons. As such, in order to sell to the general public, the vehicle's law enforcement capabilities would need to be removed and/or disabled, substantially reducing the value of the vehicle.

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

SECTION 1: That Council finds that the decommissioned vehicle 2017 Ford Explorer PIU VIN - 1FM5K8AR2HG63164 , is not needed for any municipal purpose by the City and is to be sold to Hubbard Township in the amount of \$9,500.00.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure in the interests of the public health, safety, and welfare because the immediate sale of such decommissioned municipal property is necessary in order to secure the most value for the property. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

Received by the Mayor of the City of Niles this _____ day of _____, 2024, and approved by me as such Mayor this _____ day of _____, 2024.

MAYOR

City of Niles, Ohio

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

DRAFT NO. 164-24

ORDINANCE NO. _____

AN ORDINANCE UPDATING COMPENSATION SOURCES FOR ELECTED OFFICIALS OF THE CITY OF NILES AND DECLARING AN EMERGENCY

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

SECTION ONE: That the annual salary of the Mayor commencing January 1, 2025 shall be \$91,000.00 plus hospitalization and the source of compensation shall be: *GF 59%; Water 8%; Light 21%; Sewer 12%*.

SECTION TWO: That the annual salary of the President of Council commencing January 1, 2025 shall be \$11,000.00 and the source of compensation shall be: *GF 51%; Water 19%; Light 14%; Sewer 16%*.

SECTION THREE: That the annual salary of the Ward Council Members and Council Members-at-Large commencing January 1, 2025 shall be \$10,500.00 and the source of compensation shall be: *GF 51%; Water 19%; Light 14%; Sewer 16%*.

SECTION FOUR: That the annual salary of the Auditor commencing January 1, 2025 shall be \$90,000.00 plus hospitalization and the source of compensation shall be: *GF 52%; Water 12%; Light 25%; Sewer 11%*

SECTION FIVE: That the annual salary of the Law Director commencing January 1, 2025 shall be \$60,500.00 plus hospitalization and the source of compensation shall be: *GF 51%; Water 19%; Light 14%; Sewer 16%*.

SECTION SIX: That the annual salary of the Treasurer commencing January 1, 2025 shall be \$15,000.00 and the source of compensation shall be: *GF 35%; Water 17%; Light 39%; Sewer 9%*.

SECTION SEVEN: All previous ordinances regarding elected officials compensation sources, including 116-23, are hereby replaced with this current ordinance, effective January 1, 2025, to reflect the new compensation source percentages.

SECTION EIGHT: This ordinance is hereby declared to be an emergency measure in the interests of the public health, safety and welfare for the reason that it is necessary so compensation can be paid for the calendar year 2025 and to be in effect prior to the 2025 first pay period. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2024 and signed by me as such Mayor on the _____ day of _____, 2024.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 165-24

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 115-23, KNOWN AS THE AUTHORIZED STRENGTH ORDINANCE, AND DECLARING AN EMERGENCY

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

SECTION ONE: Council hereby authorizes the authorized strength positions and compensations sources as attached hereto.

SECTION TWO: This Ordinance repeals all previously existing authorized strength ordinances and any other ordinances regarding compensation sources or pay rates in conflict with this Ordinance.

SECTION THREE: This Ordinance is hereby declared to be an emergency measure in the interests of the public health, safety and welfare for the reason that it is necessary to be in effect prior to January 1, 2025. As such an emergency measure this Ordinance 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 _____, 2024 and signed by me as such Mayor on the _____ day of _____, 2024.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 166-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED HOSPITAL SELF INSURANCE FUND 772 TO THE SELF INSURANCE ACCOUNT FOR THE COST OF HEALTHCARE AND DECLARING AN EMERGENCY.

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

SECTION 1: Council hereby authorizes the following appropriations of funds from the unappropriated Hospital Self Insurance Fund 772 to the Self Insurance Account listed below for the cost of Healthcare in the amount of Seven Hundred Fifty Thousand Dollars and 00/100 (\$750,000.00):

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
772 - Hospital Self Insurance	772-7272-53980	Self Insurance	\$750,000.00
Total Appropriation			\$750,000.00

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 immediately needed for the cost of Healthcare. 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 _____, 2024 and signed by me as such Mayor this _____ day of _____, 2024.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 167-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING APPROPRIATION BUDGET TRANSFERS AND
DECLARING AN EMERGENCY.

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

SECTION 1: Council hereby authorizes the following appropriation budget transfers from the General Fund 101, Fund 219, Fund 221, Fund 266: as outlined in the following:

APPROPRIATION BUDGET TRANSFERS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
Fund 101	101-1002-51010	Wages	\$375.00
Fund 101	101-1002-53980	Contracted Labor	(\$375.00)
Fund 101	101-1002-52300	Hospitalization	\$1,000.00
Fund 101	101-1002-53980	Contracted Labor	(\$1,000.00)
Fund 101	101-1004-52300	Hospitalization	\$1,000.00
Fund 101	101-1004-53980	Contracted Labor	(\$1,000.00)
Fund 101	101-1006-51010	Wages	\$1,000.00
Fund 101	101-1006-52050	Workmens Comp	(\$1,000.00)
Fund 101	101-1030-52300	Hospitalization	\$200.00
Fund 101	101-1030-54010	Office Supplies	(\$200.00)
Fund 101	101-1045-51010	Wages	\$1,000.00
Fund 101	101-1045-53980	Contracted Labor	(\$1,000.00)
Fund 219	219-1919-51010	Wages	\$150.00
Fund 219	219-1919-54300	Operational Supplies	(\$150.00)
Fund 219	219-1919-52300	Hospitalization	\$250.00
Fund 219	219-1919-54300	Operational Supplies	(\$250.00)
Fund 221	221-2121-53650	Building Repairs	(\$150.00)
Fund 221	221-2121-58070	Bank Service Charges	\$150.00
Fund 266	266-6666-51010	Wages	\$350.00
Fund 266	266-6666-52050	Workmens Comp	(\$350.00)
Fund 266	266-6666-52300	Hospitalization	\$700.00
Fund 266	266-6666-55150	Operational Supplies	(\$700.00)

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 immediately needed for the appropriation budget transfers. As such an emergency measure, this Ordinance 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 _____, 2024 and signed by me as such Mayor this _____ day of _____, 2024.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 168-24

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 Two Million One Hundred
Thousand dollars and 00/100 (\$2,100,000) from the General Fund Account No: 101-
1090-59000 to the following Funds:

Cash Transfers	
From General Fund TRANSFER Account 101-1090-59000 To:	
Fund 215	Police Pension \$50,000.00
Fund 216	Fire Pension \$50,000.00
Fund 217	Police & Fire 1% \$1,000,000.00
Fund 221	Park \$200,000.00
Fund 255	Cemetery \$15,000.00
Fund 401	Capital Projects \$285,000.00
Fund 772	Hospital Self Insurance \$500,000.00
TOTAL CASH TRANSFER	
\$2,100,000.00	

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
_____, 2024 and signed by me as such Mayor on this
day of _____, 2024.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 169-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF GRANT DOLLARS FOR THE THEATER BUILDING PROPERTY; AUTHORIZING A THEN AND NOW PAYMENT; AND DECLARING AN EMERGENCY.

WHEREAS, the total cost of demolition of the theater building property on Main Street in the downtown was \$404,885.00

WHEREAS, the City received \$303,663.75 in grant dollars to be used for the demolition that must be accepted and expenses on the City financial records,

WHEREAS, the original purchase order for the City contribution was for \$90,000.00,

WHEREAS, there were additional costs of \$11,221.25 that were paid to complete the project that Council must authorize as a then and now.

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

SECTION 1: Council hereby authorizes the following appropriations of grant funds for the demolition project:

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
401 - General Fund	401-4646-56560	Grants	\$303,663.75
Total Appropriation			\$303,663.75

SECTION 2: Council hereby authorizes a Then and Now payment in the amount of \$11,221.25 that was needed for completion of the demolition project

SECTION 3: 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 immediately needed for the final reconciliation of the demolition project. 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 _____, 2024 and signed by me as such Mayor this _____ day of _____, 2024.

MAYOR

City of Niles, Ohio

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

DRAFT NO. 170-24

RESOLUTION NO. _____

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL 320 (IAFF) REGARDING A NEW LABOR CONTRACT; AND, DECLARING AN EMERGENCY

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

SECTION 1: That the agreement between the City and the IAFF., regarding a new labor contract is hereby approved.

SECTION 2: That the Mayor, Service Director and Auditor are hereby authorized to execute any agreements and perform all functions necessary to implement the terms of said agreement.

SECTION 3: This Resolution is hereby declared an emergency measure in the interest of the public health, safety and welfare, for the reason that the current labor agreement is or has expired. 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 _____, 2024 and signed by me as such Mayor on this ____ day of _____, 2024.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 171-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF NILES TO ACCEPT RESPONSIBILITY AND AUTHORITY OVER THE ENTIRE AWARDED CHIP PROGRAM GRANT FOR PY 2024 AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio, Development Services Agency, provides financial assistance to local governments for the purpose of addressing local needs; and,

WHEREAS, The Ohio Department of Development's Office of Community Enhancements (OCE) recommends funding City of Niles' application for the PY 2024 Community Housing Impact and Preservation (CHIP) Program.

WHEREAS, The CHIP Program is funded by the Community Development Block Grant (CDBG) and HOME Investments Partnership Program (HOME). City of Niles' application award amount is \$1,150,000.

WHEREAS, the Council must authorize the acceptance of responsibility and authority over the entire CHIP program grant in order to obtain the award.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Niles, Trumbull County, Ohio:

SECTION I, that the City of Niles Council authorizes full responsibility and authority over the entire CHIP program grant;

SECTION II: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting if the Council and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with Section 121.22 of the Ohio Revised Code.

SECTION III: That this Ordinance is hereby declared to be an emergency measure and shall take effect immediately upon passage and approved by the Mayor for the reason that it is necessary for the health, safety and welfare of the citizens of the City of Niles, Ohio in that this legislation must be approved by December 23, 2024.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2024 and signed by me as such Mayor this _____ day of _____, 2024.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 172-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR TO ENTER INTO A WATER SUPPLY AGREEMENT WITH THE CITY OF GIRARD; AND, DECLARING AN EMERGENCY

WHEREAS, the City of Niles supplies the City of Girard with surplus water; and,

WHEREAS, the previous contract with the City of Girard had expired,

WHEREAS, a billing dispute had arisen between the City of Girard and City of Niles with respect to amounts owed by the City of Girard,

WHEREAS, in order to solidify a new written agreement and resolve all payment amounts owed to the City of Niles the parties negotiated the attached agreement; and,

WHEREAS, in order for such an agreement to be executed by the Service Director, Council must authorize same.

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

SECTION 1: Council hereby authorizes the Service Director to execute the attached water agreement with City of Girard to sell surplus water and resolve all amounts owed to the City of Niles from Girard as outlined in the agreement.

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 contract proposed effective date is January 1, 2025. 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 _____, 2024 and signed by me as such Mayor on the _____ day of _____, 2024.

MAYOR

AGREEMENT BETWEEN THE CITY OF GIRARD, OHIO AND
THE CITY OF NILES, OHIO FOR SUPPLYING WATER TO THE CITY
OF GIRARD, OHIO

WHEREAS, the City of Girard, Ohio and the City of Niles, Ohio, had previously entered into an agreement whereby the City of Girard agreed to purchase, and the City of Niles agreed to sell a quantity of processed water; and

WHEREAS, a dispute exists as to amounts owed pursuant to said agreement for the full years prior to January 1, 2024. Specifically; the parties agree that the amount owed for 2023 is approximately **\$770,000.00**. The parties further agree that the amount owed for years prior to 2023 is approximately **\$848,000.00** with the final amounts to be confirmed prior to execution of the contract and

WHEREAS, the City of Girard is still in need of a daily average of approximately Two Million gallons, per twenty-four (24) hour day; and

WHEREAS, the parties desire to resolve the disputed amounts owed through terms of a new agreement; and,

NOW, THEREFORE, this Agreement is executed this ____ day of _____, by and between the City of Girard, by its Director of Public Service, duly authorized, as aforesaid.

In consideration of the promises contained herein, the parties agree as follows:

1. THE CITY OF GIRARD HEREBY AGREES:

A. Purchase of Water.

(1). To purchase the aforementioned supply of water from the City of Niles at a rate which shall be eighty-eight (88%) of the best rate charged to resident water purchasers as may be established, from time to time, by the Director of Public Service of the City of Niles, Ohio. (hereafter the Girard rate) The "best rate charged to resident purchasers," as these terms are used herein, means the lowest rate per unit of usage charged to non-contract water purchaser within the corporate limits of the City of Niles, Ohio, which rate is currently \$4.96 per 1000 gallons. Therefore, the current Girard Rate is \$4.36 per 1000 gallons. The Girard Rate is subject to change in conjunction with any changes to the Best Rate. Girard agrees to remit payment to the City of Niles by the first of every month.

The Girard Rate is also conditioned on the following:

- a) Fulfillment of the obligations outlined in paragraph 1.A(2) below;
- b) The average monthly usage of water as determined at the time of the agreement does not decrease throughout the contract period;
- c) Default rate: Should Girard fail to fulfill any obligations under Section 1 than the City of Niles may declare the contract in default or in the alternative impose a default rate of the best inside City Rate in effect at the time of default plus 40 percent.
- d) For the duration of this agreement, the City of Girard will also pay the monthly service charge corresponding to the size of any and all city-owned meters now existing or added in the future as set out in the attached schedule which may be amended from time to time. The current monthly service charge is \$3245.00.

(2). Billing dispute resolution.

- a) Amounts owed for 2023.

The parties acknowledge that the amount owed for 2023 is

\$770,000.00(?). The parties also agree that Girard has in good faith remained current on the monthly billing while negotiations continued throughout 2024. Therefore, the parties agree that this contract should be retroactive to January 1, 2024. As a result, Girard will receive a credit of **\$501,110.73** applied to the 2023 balance of **\$770,000.00**. Girard will tender the remaining balance of **\$268,889.27** in a one time payment upon execution of the contract.

- b) Amounts owed prior to 2023.

The parties agree that the amount owed for years prior to 2023 is

\$848,000.00(?). Girard agrees that upon receipt of accurate invoices for the years 2020, 2021, and 2022, Girard will pay \$17,666.67 for 48 months. The first payment will be due on January 1, 2025, and continue monthly thereafter.

B. To provide and maintain and/or construct, at its own expense, existing water lines or if necessary any new water lines, including feeder mains, hydrants, meters, pumping, and other facilities which may be provided or constructed or may be necessary to deliver water from the point of metering from the main lines of the City of Niles, which point shall be designated by the Director of Public

Service of the City of Niles. Such meters, water lines, and appurtenances will remain the property of the City of Girard. All said mains, hydrants and facilities, together with any extensions therefrom between said point of connection and the City of Girard Corporation limits, to which said main or feeder line shall conform to the standard of construction maintained by the City of Niles, Department of Public Service, which construction plans and specifications shall be approved by the Director of Public Service of the City of Niles, or his duly authorized agent. Meters measuring water released to the City of Girard are currently the property of the City of Niles, due to prior installation and/or replacement. If said meters fail to function properly, then the City of Niles will repair or replace said meters at the cost of the City of Niles; and in such interim, estimated consumption and invoicing for water shall be the average for a similar preceding period.

C. To make no extensions from the feeder mains between the point or points of metering and the Girard Corporation limit, except with approval of the Director of Public Service of the City of Niles, which consent shall not be unreasonably withheld and, in the event of such extensions, to enforce the rules and regulations covering the construction, maintenance, protection and use of the public water supply which are in force from time to time under the rules and regulations of the City of Niles, Department of Public Service. Nothing in this section shall be construed as limiting or prohibiting the right of the City of Girard to permit tapping of the extended main feeder line along the right of way by immediately abutting property owners, except that such tap-in privilege shall be controlled by the City of Girard so as not to jeopardize the water supply provided herein for users of water within the Girard Corporation Limits. It is hereby provided further that the City of Girard shall permit no tapping of the main feeder line west of the Squaw Creek Bridge on Route 169 ("Tibbetts Wick Road), if said Route is followed, or northerly of the Girard City Limits if Route 422 (North State Street) is followed.

D. If any portion of the area situated between the point of metering, as aforesaid, the Girard City Corporation limits, aforesaid, or any area served by water from the main or extensions therefrom between said points, become annexed to

the City of Niles, then, upon demand by the Director of Public Service, the City of Girard shall release to the City of Niles, Department of Public Service, all rights of control, operation, maintenance, replacement responsibilities and ownership to the part of the piping system and any other facilities, whether now existing or hereafter constructed, lying within such annexed territory, excepting therefrom, however, any real estate and the appurtenances thereon, including pumping stations, titled in the City of Girard, but not including in said exception meters which, as aforesaid, shall be the property of the City of Niles. The City of Niles shall reimburse The City of Girard for the appraised value of any and all mains and facilities so confiscated by the City of Niles within the annexed lands. The new connection point or points to the City of Girard and related metering facilities shall be relocated by the City of Niles at their cost and with the approval of the City of Girard. This Agreement, however, shall remain applicable as to any portion of said District not included within such annexed territory.

E. The City of Girard agrees to purchase from the City of Niles one hundred percent (100%) of the water sold or otherwise provided to the Girard Service Area, currently provided by City of Niles which includes the corporate limits of the City of Girard and the areas of Liberty Township and Weathersfield Township fully described hereafter in Exhibit A. Any changes in the extent of the service area must be approved by the City of Niles Service Director and the Trumbull County Commissioners, as applicable. The City of Girard agrees to cooperate with any audit requested by the City of Niles confirming water sales and/or usage within the City of Girard Service Area, defined in exhibit A.

Any changes in the extent of the service area must be approved by the City of Niles Service Director and the Trumbull County Commissioners, as applicable. The City of Girard agrees to cooperate with any audit requested by the City of Niles confirming water sales within the City of Girard Service Area, defined in exhibit A.

F. All equipment and installations, new or existing, shall meet the standards and specifications required by Niles and/or the Trumbull County Sanitary Engineer based upon the appropriate jurisdiction.

2. THE CITY OF NILES AGREES AS FOLLOW:

A. To furnish for domestic, commercial and industrial, and local and public uses and fire protection to the City of Girard, at a metering point as above stated, surplus processed water from the City of Niles, up to the estimated amount of up to Two Million (2,000,000) gallons per twenty-four (24) hour day, but subject to the limitations and conditions hereinafter provided.

B. To charge on a monthly billing for surplus water released and metered to the City of Girard, Ohio for the duration of this agreement at the rates and charges determined herein and agreed to by the City of Girard, Ohio. Notwithstanding the City of Niles agreement to bill monthly, any discrepancies between the monthly billing and the requirements of the contract shall not affect the covenant to pay pursuant to the terms of the contract. The City of Girard acknowledges receipt of a professional rate study conducted by NewGen Strategies and Solutions supporting upcoming rate increases. For any additional rate increases, the City of Niles agrees that the rate to Girard shall not be increased prior to providing a similar rate study to justify the increase. Further, Niles agrees to provide Girard access to the Niles Water fund financial records.

C. In the event of annexation to the City of Niles, of territory beyond the metering point or points of water released to the City of Girard, said meter or meters shall be relocated at the cost of the City of Niles at a point which will exclude water provided for the customers of the City of Niles, and accurately meter water released to the City of Girard, and it's customers.

3. It is further agreed by and between the parties to this Agreement that, in the event any circumstances during the term of this Agreement should hereafter cause a water shortage, the City of Girard shall apply the same regulations and institute the same practices to conserve water and avoid unnecessary use and waste of water in the City of Girard, and in its sale to its customers as shall be applied by the Department of Public Service of the City of

Niles, in its dealings with its customers, which policy shall give priority to all residential users within and without the City of Niles; and provided further that, upon notice from the City of Niles, Director of Public Service of a water shortage; the City of Girard shall undertake to supplement from its separate water sources it needs in excess of the quantity of water which the City of Niles shall be able to supply during the period of water shortages. But, it is further agreed that notwithstanding such conversation practices, should the available water be insufficient for the needs of the City of Niles, and its customers other than the City of Girard, as determined by the Director of Public Service of the City of Niles, then in that event the City of Niles, Department of Public Service, shall be required to furnish only such water to the said City of Girard and other non-resident consumers of said water system as may be available over and above the needs of the City of Niles, as long as such shortage continues.

4. It is further agreed that the City of Niles shall have no obligation to construct or to assume any portion of the costs of construction, maintenance or repair of any existing or new water lines, feeder mains, hydrants or other facilities necessary for the supply of surplus of the water to the City of Girard, over and above the limits set in Section 2(A), above, as herein contemplated, or to construct or to assume any portion of the costs of moving, relocating or extending the same due to any road widening or any other improvement project beyond the point or points of metering.

5. It is further agreed that the cost to construct, maintain and operate and replace that portion of waterline improvements necessary for Niles to provide water service to the City of Girard's water mainlines and appurtenances shall be the City of Niles's sole financial responsibility.

6. It is agreed that the price to be charged and paid for said water shall apply to water released through existing facilities as well as to water to be released through any facilities which may be constructed subsequent to the execution of this contract as may be agreed between the parties.

7. It is understood and agreed by and between the parties while in the City of Niles will endeavor to furnish water to the City of Girard as heretofore stated,

the City of Niles does not guarantee such water supply and shall not be liable to the City of Girard for any damages, including consequential damages, that may be sustained by reason of the failure of supply,; nor shall either party hereto be liable to the other party in damages, including consequential damages, if either party, or both parties, shall be prevented by legal action from performing the terms of this contract.

8. It is further agreed that the estimates of the quantity of surplus water to be purchased and sold under this Agreement shall not be construed to preclude the sale of a larger or smaller quantity in accordance with requirements and available supply of surplus water. Any quantities sold in excess of the provisions of this agreement must be approved by the City of Niles, Service Director or his authorized designee.

9. It is further agreed by and between the parties hereto that the terms and conditions of this Agreement shall take effect and be in force for a period of ten years beginning in January of 2024, with the option to renew for another 10 years.

10. The failure of any party to perform any of its obligations under this agreement, including any obligations listed in paragraph 1. A (1) and (2) may allow the nonbreaching party to declare the agreement in default after thirty day written notice of any breach and opportunity to cure. In the event of a default, the nonbreaching party is entitled to all remedies available under the contract, at law and/or equity. Any notice of breach shall be served pursuant to paragraph 14.

11. City of Girard agrees to assume full ownership and responsibility for the operation and maintenance, repair and upkeep of all lines, taps, etc. after the metered points of service between Girard and Niles.

12. Girard and Niles reserve the right to check the calibration and accuracy of the master water meters and to require the repair of the same if tests indicate malfunction or inaccuracy of measurement. The party ordering the testing shall bear the cost for such testing. Reasonable notice of at least twenty-four (24) hours will be given to both parties of the time and location of the testing so that a representative of both parties can be present.

13. Entire Agreement; No Third-Party Beneficiaries. This Agreement is the entire agreement between the Parties concerning its subject matter, supersedes any and all prior agreements and any or all understandings, whether or not written, and is not intended to confer upon any person other than the Parties any rights or remedies hereunder, and there have been no agreements, representations or warranties other than those set forth in this Agreement
14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
15. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.
16. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice", and with the correlative meaning "Notify") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.
- To Niles: City of Niles
Attn Office of the Mayor
34 W State St
Niles Ohio 44446
- To
City of Girard
Attn: Office of the Mayor
100 W. Main St.
Girard, OH 44420
- With copy to:
Girard Law Director
100 W. Main St.

17. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall meet within two (2) weeks of the publication of such determination for the purpose of attempting to negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. 18. This Agreement may be amended only in writing signed by the Parties or their authorized representatives and cannot be amended or terminated orally.

19. Any objection(s) on the part of the City of Girard as to any rate charges levied by the City of Niles or on the implementation of any term or condition of this Agreement or any service related to this Agreement shall be sent to the City of Niles in writing, within thirty (30) days after the City of Girard is notified of said rates, terms and conditions. Any such objection(s) must, in sufficient detail, set forth the nature and basis of the objection(s). Any portion of a rate increased necessitated by the City of Niles' cost of constructing, maintaining or operating its waterline improvements as required by this Agreement shall not be the basis of any objection of the City of Girard. The parties shall immediately begin to attempt to resolve said objection(s) and any dispute(s) arising therefrom. If a resolution between the parties cannot be attained within two (2) months of the City of Niles' receipt of said objections, the objection(s) and dispute(s) may, with the agreement of the parties, be submitted to final and binding arbitration through an expert Arbitration specialist with experience in utilities. The parties agree to contact an arbitration board who shall select the appropriate specialist to address any dispute. The decision of that arbitration shall constitute the final non-appealable decision and action on the rates, credits and/or additional charges involved. The decision

of that arbitration will be reflected in the first payment following that decision. Cost associated with such arbitration will be borne by the parties equally. Each party, however, shall be responsible for paying its own attorney or representatives associated with the arbitration.

IN WITNESS WHEREOF, The City of Girard, has caused to be hereunto affixed its name by its Director of Public Service, thereunto duly authorized the ___ day of _____, 2024, and the City of Niles, by its Director of Public Service, thereunto duly authorized, the ___ day of _____, 2024.

IN THE PRESENCE OF:

CITY OF GIRARD, OHIO

BY:

Safety Service Director

BY:

Mayor

IN THE PRESENCE OF:

CITY OF NILES, OHIO

BY:

Director of Public Service

BY:

Mayor

APPROVED AS TO FORM:

City of Niles, Law Director

City of Girard, Law Director

City of Niles, Ohio

SPONSORED BY: SAFETY
AUTHORIZED BY: SHEELY

DRAFT NO. 173-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SALE OF A DECOMMISSIONED POLICE CRUISERS TO THE VILLAGE OF MCDONALD AS IT IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY; AND DECLARING AN EMERGENCY

WHEREAS, Council has determined that the decommissioned vehicle 2018 Ford Explorer PIU VIN - 1FM5K8AR4JGB47289 is no longer needed for any municipal purpose by the City;

WHEREAS, the above referenced vehicle has depreciated more than the scheduled amount due to excessive mileage. As a result, the vehicle is being sold to the Village of McDonald for \$8500, and

WHEREAS, given the specialized use of the vehicles for law enforcement purposes it is appropriate to direct sell these vehicles to another police department as opposed to the general public through advertisement under ORC 721.15. As these vehicles remain fully equipped for law enforcement purposes a sale to the general public is prohibitive for safety and liability reasons. As such, in order to sell to the general public, the vehicles law enforcement capabilities would need to be removed and/or disabled, substantially reducing the value of the vehicles.

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

SECTION 1: That Council finds that the decommissioned vehicle 2018 Ford Explorer PIU VIN - 1FM5K8AR4JGB47289, is not needed for any municipal purpose by the City and is to be sold to Champion Township in the amount of \$8,500.00

SECTION 2: That this Ordinance is hereby declared to be an emergency measure in the interests of the public health, safety, and welfare because the immediate sale of such decommissioned municipal property is necessary in order to secure the most value for the property. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

ATTEST: _____

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

Received by the Mayor of the City of Niles this _____ day of _____, 2024, and approved by me as such Mayor this _____ day of _____, 2024.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 174-24

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 163, "EMPLOYEES GENERALLY" OF THE CODIFIED ORDINANCE OF THE CITY OF NILES, IN PART, TO UPDATE THE FOLLOWING SECTIONS FOR EMPLOYEES; AND DECLARING AN EMERGENCY

WHEREAS, Council desires to amend the Niles Codified Ordinance 163.01 et seq to reflect to be in line with current collective bargaining agreements.

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

SECTION 1: the following changes shall be made where indicated in bold and italics to each identified section:

163.02 Sick Leave

Paragraph C. shall read as follows:

Abuse of Sick Time *In the event that an employee uses excessive amount of sick time which cannot be justified or develops a pattern of sick time abuse, appropriate corrective and/or disciplinary action will be taken.*

The Administration may require a signed medical certificate from a licensed physician if necessary for justification. Such medical certificates must state that the employee is unable to work and the expected return date. Falsification of any sick pay documents and/or abuse of sick pay are grounds for disciplinary action.

The Sick Bonus is removed.

163.03 Vacations

Paragraph F is removed

As used in this section, 6 months of service shall accrue to a full-time, non-union, non-elected employee upon completion of 750 hours of work for the benefit of the City.

Sell Back An employee may elect to sell back up to a maximum of one hundred twenty (120) hours of their accumulated vacation time each year. Any employees entitled to one hundred twenty (120) hours or more of vacation shall be eligible to be paid at his/her regular hourly rate of pay for up to eighty (80) hours of vacation (in forty [40] hour increments only) in lieu of time off. Any employee entitled to two hundred (200) hours or more of vacation may be paid at his/her regular rate of pay for up to one hundred twenty (120) hours of vacation (in forty [40] hour increments only) in lieu of time off.

1. Such payments shall be made by separate check, and not added in with the regular payroll check. Employees *shall* submit a request to the Auditor's office *between February 1 and October 31* of each year, to receive pay for vacation of one (1), two (2), or three (3) weeks, *depending on their eligibility*. Sell back must be paid out by the last pay period in November.

163.04 Holiday

E. Eligibility In order to be eligible to receive holiday pay as provided above, the employee must work his last regularly scheduled workday before, on if applicable, and his first regularly scheduled workday following the holiday. The exception to this is if the employee is on preapproved *sick*, vacation, approved extended sick leave, approved FMLA leave, approved injury leave, or comp time.

163.05 Health Insurance Coverage Plan

- A. The City agrees to maintain in full force and effect coverages for health, hospitalization insurance, optical, dental, and drug prescription coverage and benefits, including major medical for all eligible Employees. Eligible employees are regular full-time, non-union, City employees or Officers. Coverage and benefits for an eligible employee begins on the first day of the next calendar month after said employee has completed 30 days of employment with the City.
- B. The Auditor is hereby authorized and directed, with approval of the Board of Control, to enter into a contract for Health, Hospitalization, Optical and Drug Prescription coverages and benefits, including major medical, ("health insurance coverage") for eligible employees of the City and their dependents for a period of one year, renewable by mutual agreement between the City and the insurance provider. The Plan Year shall commence January 1 and shall end on December 31.
- C. Beginning January 1, **2025**, the City will offer the following health insurance coverage plans:

1. One plan shall be designated as the "Buy-Up" Insurance Plan. The Buy-Up Insurance Plan shall offer benefits and coverages for which eligible employees will be required to contribute toward the premium for the Plan.

Employee Premium Contribution Effective January 1, **2025**, the Employer will pay *ninety one (91%)* percent of the Insurance Plan premium selected by the employee and the employee shall pay *nine (9%)* percent of the Plan premium through semi-monthly equalized payroll deductions.

Effective January 1, **2026**, the Employer will pay *eighty-nine (89%)* percent of the Insurance Plan premium selected by the employee and the employee shall pay *eleven (11%)* percent of the Plan premium through semi-monthly equalized payroll deductions.

Effective January 1, **2027**, the Employer will pay eighty-seven (87%) percent of the Insurance Plan premium selected by the employee and the employee shall pay thirteen (13%) percent of the Plan premium through semi-monthly equalized payroll deductions.

2. The other Plan shall be designated as the "City" Insurance Plan. The City shall have the sole discretion to develop, determine benefit levels and, offer or discontinue offering The City Plan to employees. The City shall pay the entire premium cost of The City Plan and the employees shall pay no premium costs. Employees may choose to enter or exit The City Plan on the same annual basis only. The City shall have the sole discretion to discontinue The City Plan on an annual basis upon thirty (30) day notice to the participating employees.

D. Coverage Coordination If both spouses are employed by the Employer, they shall be offered one (1) family coverage, but they may select the spouse that will make the premium contribution. In addition, should any employee be covered by the City of Niles healthcare as a dependent, he/she should only be covered by one plan. Per this section, such employees are not eligible for the Health Insurance Coverage Waiver.

- A. **Health Insurance Coverage Waiver** Upon employment and annually during the open enrollment, an employee with alternate health insurance coverage may elect to waive health insurance coverage through the City. In lieu of such coverage, an employee electing this option shall receive an additional **two hundred and fifty dollars (\$250)** per month in compensation. In the event the employee loses the alternate health care coverage, that employee shall have the opportunity to enroll in the City's health insurance coverage within 30 days of the qualifying event following proof of such termination. In no case shall the period be longer than thirty (30) calendar days. Those employees wishing to enroll in the normally provided health care plan shall only be permitted to do so during the open enrollment period except in the case of a benefit termination. This section does not apply to spouses or dependents who are co-employed by the City of Niles.

163.09 Life Insurance

REMOVED. Upon retirement, such insurance coverage shall be reduced to the amount of five thousand dollars (\$5,000), three thousand (\$3,000) or one thousand (\$1,000) as determined by the current life insurance policy. **No longer relevant** No accident insurance coverage shall be paid after the date of retirement.

163.18 Tardiness Policy For Non-Elected, Non-Union Employees

B. All employees will report to work at their scheduled starting times. Late starts shall be deducted in 6-minute increments for pay purposes *for hourly employees*, up to one hour. Accumulated time shall be charged after one hour.

H. The following positions, which are on twenty-four hour call and are paid on a salary basis are hereby excluded from this section: Chief Clerk of Municipal Court, Deputy Auditor, Park and Recreation Director, Police Chief and Fire Chief.

SECTION 2: All other sections within Chapter 163 shall remain the same.

SECTION 3: This amendment shall preempt any previous Ordinance or Resolution inconsistent with this amendment but only to the extent of the inconsistency.

SECTION 4: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety and welfare, and so that the changes may be in effect as soon as possible. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the ____ day of _____, 2024 and signed by me as such Mayor on the ____ day of _____, 2024.

MAYOR