

City of Niles, Ohio

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

DRAFT NO. 38-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE BIKE TRAIL RESURFACING PROJECT; AND, DECLARING AN EMERGENCY

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

SECTION 1: That the Service Director is hereby authorized to advertise for bids and enter into a contract for the bike trail resurfacing project.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare and to allow the bidding process to commence so that the project can timely commence while pricing for materials and labor is stable. 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

City of Niles, Ohio

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

DRAFT NO. 39-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE GEORGE STREET SANITARY DETENTION PUMP STATION PROJECT; AND DECLARING AN EMERGENCY

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

SECTION 1: That the Service Director is hereby authorized to advertise for bids and enter into a contract for the George Street Sanitary Detention Pump Station Project.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare and to allow the bidding process to commence so that the project can timely commence while pricing for materials and labor is stable. 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

City of Niles, Ohio

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

DRAFT NO. 42-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY DIRECTOR TO PREPARE AND EXECUTE ON BEHALF OF THE LOCAL PUBLIC AGENCY (LPA), CITY COUNCIL OF NILES, AN APPLICATION FOR SRTS FUNDS FOR THE SAFE ROUTES TO SCHOOL PROJECT AND TO SUBMIT SAME TO THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND, DECLARING AN EMERGENCY

The following is an Ordinance enacted by the City Council of Niles, Trumbull County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, the United States Congress has set aside monies for Safe Routes to School Projects, hereinafter STRS funds through the State of Ohio, Department of Transportation; and

WHEREAS, LPAs can apply for SRTS funds and be selected for funding by the State of Ohio, Department of Transportation; and

WHEREAS, the (Safe Routes to School), hereinafter referred to as the Project, is a transportation activity eligible to receive federal funding; and

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

SECTION ONE: The LPA hereby authorizes the Safety Director to prepare and execute on behalf of the LPA an application for SRTS funds for the stated described project and to submit same to the State of Ohio, Department of Transportation.

SECTION TWO: The total cost of the project is estimated to be Four Hundred Eighty-One Thousand Nine Hundred Twenty-One Dollars and 25/100 cents (\$481,921.25), of which, if awarded the STRS funds, the LPA agrees to pay One Hundred Percent (100%) of the construction cost over and above the maximum amount provided by the State of Ohio, Department of Transportation.

SECTION THREE: Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal laws, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) if necessary, maintain the right-of-way, keeping it free of obstructions; and (4) if necessary, hold said right-of-way inviolate for public highway purposes.

SECTION FOUR: If the application is approved for the STRS funds the Safety Director of said LPA is hereby empowered on behalf of the LPA to enter into a contract with the Director of the Ohio Department of Transportation necessary to complete the above-described project.

SECTION FIVE: That this Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare and shall take effect and be in force immediately upon its passage to meet the Safe Routes to School application deadline. 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.

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

City of Niles, Ohio

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

DRAFT NO. 43-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR TO ENTER INTO A WATER SUPPLY AGREEMENT WITH THE TRUMBULL COUNTY COMMISSIONERS; AND, DECLARING AN EMERGENCY

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

WHEREAS, the City of Niles desires to enter into a bulk water purchase agreement with the Trumbull County Commissioners for supplying water to certain districts in Trumbull County and,

WHEREAS, in order to make the Project economically feasible, Trumbull County has requested an economical water rate and a long-term supply of sufficient quantities of water to be purchased from Niles; and,

WHEREAS, in order for such an agreement to be executed by the Service Director, Council must authorize the 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 an agreement with the Trumbull County Commissioners whereby the City would agree to sell water at a bulk purchase rate to certain districts in Trumbull County identified in the attached contract.

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 previous agreement has expired. 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



TRUMBULL COUNTY COMMISSIONERS

160 HIGH STREET, N.W.
WARREN, OHIO 44481-1093
330-675-2451
Fax: 330-675-2462

Commissioners
Mauro Cantalamessa
Niki Frenchko
Denny Malloy

Clerk
Paula J. Vivoda-Klotz

February 14, 2024

The following action was taken by the Board of Trumbull County Commissioners on February 14, 2024, and duly recorded in the Journal Volume 157, Page(s) 26276.

**RE: WATER SERVICE AREA AGREEMENT
CITY OF NILES FOR TRUMBULL COUNTY'S
HOWLAND PWS/MINERAL RIDGE PWS FOR TERM
OF FEBRUARY 19, 2024 TO FEBRUARY 18, 2034**

MOTION: Made by Mr. Cantalamessa, seconded by Mr. Malloy, to Enter into a WATER SERVICE AREA AGREEMENT with the City of Niles for Trumbull County's Howland Public Water System (PWS) and the Mineral Ridge PWS. This agreement shall provide the terms for bulk water supply for both systems located in Howland and Weathersfield Townships and a small service area in southern Bazetta Township. The existing agreement executed on February 19, 2004, duly recorded in Journal Volume 120, Page 9862, is set to expire on February 18, 2024. The agreement shall have a term of ten (10) years for the period February 19, 2024 to February 18, 2034 with an option to renew the agreement for an additional ten (10) years upon written notification by the County to the City one (1) year prior to the expiration of the agreement; this action per the recommendation of the Trumbull County Sanitary Engineers and is subject to the review and approval of the Prosecutor's Office.

NOTE: This agreement also stipulates that the City of Niles will continue to supply, operate, and maintain water infrastructure beyond their municipal limits within the Howland Sewer District No. 9, the Weathersfield Sewer Sub-District No. 2, the Weathersfield Township Northwest Area, and the Mud Creek Sewer Sub-District.

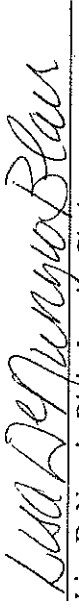
Yeas: Cantalamessa, Malloy
Abstain: Frenchko

CERTIFICATION

I, Lisa DeNunzio Blair, Interim Clerk of the Board of County Commissioners, Trumbull County, Ohio, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Board of Trumbull County Commissioners on February 14, 2024, and is duly recorded in their Journal Volume 157, Page(s) 26276.

/cs

cc: Sanitary Engineer's Dept.
City of Niles
Weathersfield Twp.
Howland Twp.


Lisa DeNunzio Blair,
Interim Clerk
Board of County Commissioners

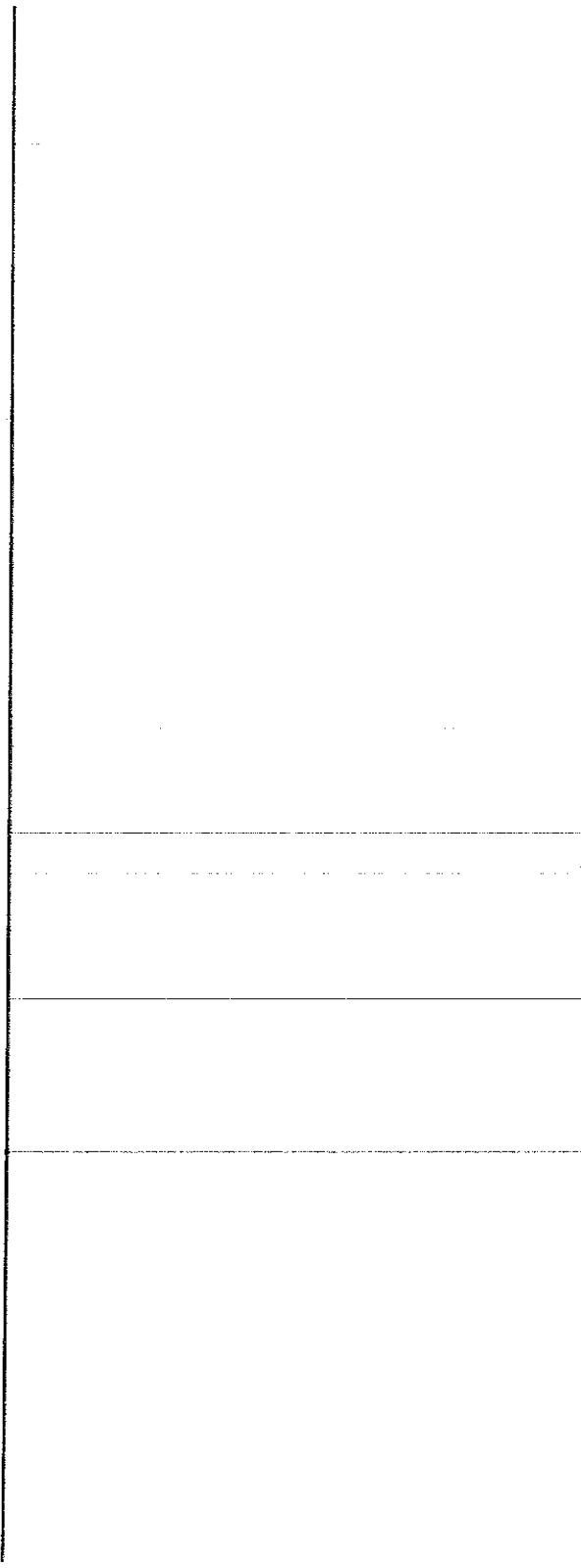
AGREEMENT FOR WATER SERVICES BETWEEN THE
COUNTY OF TRUMBULL, OHIO
THE CITY OF NILES, OHIO
TRUMBULL COUNTY MINERAL RIDGE PWS OH7803503
TRUMBULL COUNTY HOWLAND TWP. PWS OH7806303
AND OTHER AREAS IN THE TRUMBULL COUNTY COMBINED SEWER DISTRICT

THIS AGREEMENT made by and between the Board of Commissioners of Trumbull County, Ohio (hereinafter referred to as the "County") and the City of Niles, Ohio, a Municipal Corporation (hereinafter referred to as the "City") this ___ day of _____ 2024.

WHEREAS, the City and the County entered into an agreement (the Original Agreement effective July 1, 1978) relating to the supply of surplus water to parts of Trumbull County and Howland Sewer District #9 and sewer sub district therein; and entered into a separate Agreement effective May 1, 1984 relating to the supply of surplus water for the Mosquito Creek Sewer District/ Howland Water District;

WHEREAS, the County and City executed a continuing agreement on February 19, 2004 under which water service was expanded to include additional areas within the Trumbull County Combined Sewer District created October 9, 2019 and some areas within the City of Niles sanitary sewer areas formerly known as:

- Mineral Ridge Sewer Sub District No. 1;
- Mosquito Creek Sewer District/Howland Water District;
- Howland Sewer District No. 9;
- Weathersfield Sewer Sub District No. 2;
- Weathersfield Township Northwest area (includes area adjacent to Weathersfield Sub District No. 2 and parts of Howland Sewer Sub District No. 9 and parts of Howland Sewer District No. 2);
- Mud Creek Sewer Sub District and;



WHEREAS, the County and the City affirm that they, respectively, have the authority under the Ohio Constitution and the Ohio Revised Code to enter into this agreement;

WHEREAS the County has, by Resolution, passed on the ____ day of _____ 2024 (see Exhibit "A"), determined to enter into a contract with the City for furnishing water to the following areas (collectively referred to herein as the "Districts"):

- Trumbull County Combined Sewer District / Trumbull County Mineral Ridge PWS "Exhibit C"
- Trumbull County Combined Sewer District / Trumbull County Howland Twp. PWS "Exhibit E"

And the following sub districts (collectively referred to herein as "Sub Districts" those portions of the Trumbull County Combined Sewer District and the City of Niles Sanitary Sewer service areas as shown in "Exhibit D" and which were formerly known as;

- Weathersfield Sewer Sub District No. 2;
- Mud Creek Sewer Sub District;
- Howland Sewer District No. 9;
- Weathersfield Township Northwest area;

(includes area adjacent to Weathersfield Sub District No. 2 and parts of Howland Sewer Sub District No. 9) and parts of Howland Sewer Sub District No. 2

WHEREAS, Niles City Council by Ordinance No. _____, passed on the ____ day of _____, 2024, declared its willingness to furnish water for said areas (see Exhibit B);

WHEREAS, the City desires to continue to supply water to the various sanitary sewer districts and sub districts described above and to do so upon terms and conditions herein set forth,

WHEREAS, the City is responsible for operation and maintenance of the sub-districts to include hydrants, valves, meters, water mains and infrastructure and is responsible for satisfying all OEPA water management requirements including asset management plans,

NOW, THEREFORE, for and in consideration of the foregoing and the following stipulations, the County hereto agrees as follows:

1. The Trumbull County Howland Twp. PWS, will purchase from the City water at a rate of twelve percent (12%) above the current rate charged to City of Niles residents. The current water rate for City of Niles residents as of the effective date of this agreement is four dollars and ninety-six cents (\$4.96) per thousand gallons for the District areas. Therefore, the rate charged to the County will be five dollars and fifty-six cents (\$5.56) per thousand gallons "Exhibit E".

The rate charged to the Trumbull County Mineral Ridge PWS shall be the City of Niles inside rate plus thirty percent (30%) resulting in a charge to the County of six dollars and forty-five cents (\$6.45) per thousand gallons "Exhibit D".

County also agrees that any increases to the inside rate of the City of Niles residents will also be added to the rate charged to the County. By way of example, if the City of Niles residents inside rate increases by eleven cents, then the rate charged to the County will increase to five dollars and sixty-seven cents (\$5.67) and six dollars and fifty-six cents (\$6.56) per thousand gallons, respectively.

Notwithstanding the foregoing, the rate charged to the sub districts will be seven dollars and twenty-six cents (\$7.26) per thousand gallons as of the effective date of this agreement. This rate may be amended from time to time in accordance with the City of Niles Ordinances, resolutions, and policies irrespective of the rate charged to the City of Niles residents Nothing in this agreement is intended to limit or require any specific rate to the sub districts and any increase will be in accordance with state and local laws.

2. County further agrees:

To enforce the rules and regulations covering the construction, maintenance, protection and use of the public water supply within any of the Districts described herein that are in force from time to time under the rules and regulations of the Department of Public Service of the City.

Ownership of waterlines lines outside the City of Niles Corporate limits shall remain the property of Trumbull County . Should any portion of said districts hereafter become annexed to the City, the County agrees to release to the City if requested by the City all County rights of control and ownership of that part of the piping system, whether now existing or hereafter constructed, lying within such annexed territory. The County shall sell to the City any infrastructure in compliance with Ohio law. The price of said sale shall be the sum of the outstanding indebtedness and debt retirement expenses. The County agrees to apply the sale proceeds to the immediate retirement of such indebtedness. This Agreement, however, shall remain applicable as to any portion of said Districts or Subdistricts not included within such annexed territory .

With reference to Trumbull County Combined Sewer District / Trumbull County Mineral Ridge PWS, and the Trumbull County Combined Sewer District / Trumbull County Howland Twp. PWS the County will construct, provide, maintain and operate at its own expense all new and existing water lines, including feeder mains, hydrants, meter or meters, pumping and other facilities which may be provided or constructed or necessary to provide or construct, or replace, to provide water from the point of metering for delivery of water from the main or lines of the City at which point shall be designated by the Director of Public Service of the City, and all said mains, hydrants and facilities together with any extensions therefrom, shall conform to the standard of construction maintained by the City, the plans and specifications of all of which shall be approved by the Director of Public Service of the City, or his duly authorized agent; and the work during construction shall be at all times subject to inspection by said Director or his duly authorized agent. In the event of failure of same to function properly and if the County shall fail to repair or replace same promptly, the City may do so with costs being charged to the County, and in such interim, rates for water shall be the average for a like preceding period. Said Trumbull County Mineral Ridge PWS shall be supplied with up to 800,000 gallons daily and the Trumbull County Howland Twp. PWS shall also be supplied with up to 800,000 gallons daily. Further, Trumbull County Mineral Ridge PWS boundaries shall be shown

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in Exhibit C and said Trumbull County Howland Twp. PWS boundaries shall be shown in "Exhibit E".

City reserves the right to check the calibration and accuracy of master water meters and to require the repair of 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 representatives of both parties can be present.

3. The City, for the term of this Agreement covenants as follows:

To furnish, to the extent a surplus is available, water for domestic, local and public users and for fire protection to the system of water piping in the Districts and Subdistricts.

To furnish the consumers of water within said Districts and Subdistricts or parts thereof, the service of supplying meters taps and installation of service connections provided payment is made to the City for charges determined in accordance with Section 1, supra.

To permit connection to all existing water lines and to permit the construction of new water mains and Connections thereto within said Districts and Sub districts and parts thereof in accordance with the established regulations of the City, which regulations are subject to change, and in accordance with the master plan of water mains for said Districts and Subdistricts as approved by the County, the City and the Ohio Environmental Protection Agency. Prior to any construction of new watermain design drawings shall be approved by the County, the City and the Ohio EPA. Approval shall not be unreasonably withheld by the City and drawings shall be approved within thirty (30) days of receipt.

It is mutually agreed by and between the parties to this Agreement that the consumers of the City's water within said Districts and Subdistricts shall be granted equal service and privileges, except as to rates and charges, as are the consumers within the City, but that in the event any unforeseen circumstances during the term of this Agreement should hereafter cause a water shortage, the City shall have full authority to make regulations and institute practices to conserve water and avoid unnecessary use and waste in said Districts or Subdistricts or parts thereof.

IT IS MUTUALLY UNDERSTOOD AND AGREED that this Agreement is subject to all limitations imposed by law and to the primary obligation of the City to supply water to its customers within its corporate limits .

IT IS FURTHER MUTUALLY AGREED that at all times, herein, and after expiration of the term of this Agreement, the City shall have the exclusive right to use the 12-inch water main on Deforest Road for transmission of water by the City to its consumers wherever located.

IT IS FURTHER MUTUALLY AGREED that the city shall have no obligation to construct or assume any portion of the cost of construction of any new water lines, hydrants or appurtenances other than those hereinabove specified, or which are subsequently found to be necessary by the Ohio EPA or the City for the operation and maintenance of the water system approved by the County and the City. Any costs associated with these improvements shall be offset by available City funds if the City so desires and/or assessments to the benefitting property owners That it is the purpose and intention of this agreement that the City and County shall work closely together to provide both the present and future needs of the residents of the water service areas with low cost water service.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED that in the event of disagreement as to the nature or terms of service or a proposed adjustment or revision relevant to this Agreement, the case shall be submitted to binding arbitration through the Trumbull County Common Pleas Court.

IT IS FURTHER AGREED that the city has no responsibility to extend or install water lines in areas not described in the attached Exhibits nor in non—contract areas . Such decision to extend or install shall be at the sole discretion of the City .

IT IS MUTUALLY UNDERSTOOD AND AGREED by the County and the City that this Agreement shall become effective and considered to be in force from and after the ___ day of _____, 2024, for a period of ten (10) years with an option of the County to renew for another ten (10) years, subject to approval by Niles City Council. To exercise said option, the County must notify the City within one (1) year of the expiration of this Agreement in writing to the Service Director of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Warren, Ohio this ___ day of _____, 2024.

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Signed and acknowledged in
the presence of:

APPROVED AS TO FORM:

Prosecutor's Office

City Law Director

CITY OF NILES, OHIO

Mayor

Director of Service

TRUMBULL COUNTY, OHIO
BOARD OF COMMISSIONERS

City of Niles, Ohio

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

DRAFT NO. 44-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PARK BOARD THROUGH THE PARK DIRECTOR AND BRANDSTETTER CARROLL INC (BCI) TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE WADDELL PARK IMPROVEMENT GRANT; AND DECLARING AN EMERGENCY

WHEREAS, The City of Niles received a federal grant through the Department of Housing and Urban Development (HUD), Economic Development Initiative - Community Project Funding in the amount of \$2,500,000.00;

WHEREAS, The City of Niles in conjunction with HUD has allocated \$274,999.00 for Administration;

WHEREAS, The City of Niles in conjunction with HUD has allocated \$2,225,001.00 for Construction;

WHEREAS, The City of Niles has contracted with Brandstetter Carroll Inc. for Professional Design Services, including Procurement/Bidding.

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

SECTION 1: That the Park Board through the Park Director and BCI is hereby authorized to advertise for bids and enter into a contract for the Waddell Park Improvement Grant.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare and to allow the bidding process to commence so that the project can timely commence to ensure compliance with grant deadlines. 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

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 46-24

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 Nine Hundred Twenty Thousand Dollars and 00/100 (\$920,000.00) 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	\$60,000.00
Fund 216	Fire Pension	\$60,000.00
Fund 217	Police & Fire 1%	\$750,000.00
Fund 255	Cemetery	\$50,000.00
TOTAL CASH TRANSFER		\$920,000.00

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: PUBLIC GROUNDS
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 40-24

RESOLUTION NO. _____

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

WHEREAS, for six days, May 24, May 25, May 26, August 30, August 31, and September 1, 2024, the City of Niles is promoting a city-wide garage sale; and,

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

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

SECTION 1: Council hereby approves the waiving of the permit fee, as required by Niles Codified Ordinance Section 753.04, for any residential garage or yard sale held on May 24, May 25, May 26, August 30, August 31, and September 1, 2024.

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

SECTION 3: This Resolution is declared to be an emergency measure in the interest of the public health, safety and welfare and to allow for residents to prepare. As such, this Resolution shall take effect immediately upon its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the ____ day of _____, 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. 41-24

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE DISPOSAL OF OBSOLETE VEHICLE BY INTERNET AUCTION ON GOV DEALS AS IT IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY; AND DECLARING AN EMERGENCY

WHEREAS, Council has determined that the obsolete vehicle, a 2007 Chevrolet Impala, is not needed for any municipal purpose.

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

SECTION 1: That Council finds that the obsolete vehicle is not needed for any municipal purpose.

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

SECTION 3: If an acceptable bid amount is not procured, then the administration may dispose of the property in accordance with the adopted disposal policy.

SECTION 4: 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 obsolete 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: _____

PRESIDENT OF COUNCIL

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 DRAFT NO. 45-24
AUTHORIZED BY: JOHNSTONE, JULIAN, DEVORICH, SHEELY, WEDDELL

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED GENERAL FUND 101 TO THE GENERAL FUND MISCELLANEOUS ACCOUNT FOR THE CITY FUNDED BUSINESS GRANT AND DECLARING AN EMERGENCY.

WHEREAS, the Community Improvement Corporation of Niles requested applications for a City funded grant for improvement of businesses in the City of Niles Downtown area.

WHEREAS, the City funded grant was for the purpose of improvement of sidewalks, signs, and/or facades.

WHEREAS, the Community Improvement Corporation of Niles has referred this application directly to council due to potential conflicts of interest with several members of the board of trustees of the CIC.

WHEREAS, Council has reviewed the application and desires to approve the grant for the maximum match of \$5,000.00.

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

SECTION 1: Council hereby authorizes the following appropriation from the Unappropriated General Fund 101 to the General Fund Miscellaneous Account for the Community Improvement Corporation reimbursement grant:

APPROPRIATION FROM UNAPPROPRIATED FUNDS		
General Fund 101		
Account Number	Description	Appropriation
101-1090-57050	Miscellaneous	\$5,000.00
TOTAL GENERAL FUND		\$5,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare so that the grant may be funded for the reimbursement to the entity for the improvements. 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



Niles CIC Incentive Program Applications

Application submitted CIC Approved Niles City Council Approved

Business Name: DUR LAY OF DR. CHERIE PARRISH
 Applicant Name: DEACON MICHAEL HAWKINS
 Address: 381 ROBBINS AVENUE
 City, State: NILES, OREGON
 Phone: 330-652-5825
 E-Mail: parish611@youngstownaccess.org
 Type of Business: _____
 Do you own or rent this property/space: Own Rent
 Is this property a Landmark or in a Historic District: Yes No
 Historic Building or District Name: _____

Property Owner Name (if leasing): _____
 Owner Address: _____
 City, State: _____ Zip: _____
 Owner: Phones: _____
 Tax Key Number: _____
 Is this a commercial property: Yes No
 Is this property tax delinquent: Yes No
 Are there any outstanding liens or Building and/or Zoning Code Violations on this property: Yes No
 Have you previously received a matching grant: Yes No
 If so, what type and when: _____

Complete this section for Façade and/or Hardscaping Grant

Type of project (check all that apply)
 Façade Grant Hardscaping Grant
 Repair or replacement of original building's materials that are deteriorated or missing.
 Design and maintenance improvements of building elevations
 Tuck pointing/masonry repair of exterior surfaces
 Exterior Painting

Names of three (3) bidding contractors (copies of actual bids must be attached) and mark the check box next to the contractor you selected

<input type="checkbox"/> 1. Name _____	Cost: _____
<input type="checkbox"/> 2. Name _____	Cost: _____
<input type="checkbox"/> 3. Name _____	Cost: _____

Project Start Date: _____ Completion Date: _____

Applications for Façade or Hardscaping program should also include photographs, a detailed scope of the project, paint colors, material samples. And any other relevant information.

Complete this section for Sidewalk and/or Sign Grant

Type of Project:
 Sidewalk Grant Sign Grant
 Repair or replacement of existing sidewalk and/or Sign.
 Installation of new sidewalk and/or Sign

Names of three (3) bidding contractors (copies of actual bids must be attached) and mark the check box next to the contractor you selected

<input type="checkbox"/> 1. Name <u>CROSS</u>	Cost: <u>666 \$</u>
<input type="checkbox"/> 2. Name <u>MURPHY</u>	Cost: <u>1350 \$</u>
<input type="checkbox"/> 3. Name <u>CONC. COURSE</u>	Cost: <u>827 \$</u>

Project Start Date: FALL - 23 Completion Date: SPRING - 24

Applications for Sidewalk or Sign program should also include photographs, a detailed scope of the project, paint colors, material samples. And any other relevant information

NOTE: FOR SIDEWALK REPLACEMENT
AROUND NEW WASH CENTER

*** Please note any work completed to the submission of these applications may be deemed ineligible and submissions for reimbursement beyond 30 days of the invoice date will deemed non reimbursable***

CONCRETE COUTURE CO

Estimate No. 713

Date: 08/23/2023

For:

Our Lady Of Mt Carmel Parish
petemlntkiewicz@gmail.com

381 Robbins Ave

Niles, Oh, 44446-2407

(330) 720-2455

Estimate

107 Lincoln Ave

Niles, Ohio, 44446

nimdevelopersllc@gmail.com

www.concretecouture.co

(330) 719-4848

Nicholas Marchese

Description

Quantity Rate Amount

We Concrete Couture Co agree to tear out and remove existing areas and proposed sections dimensioned and install items described here in. Existing drive ways and patios are expected/ presumed to have an existing usable sub base Unless Noted Otherwise. Some stone is expected and it will be regraded and compacted. If an under cut of unusable sub base is necessary it will result in an increase in trucking and stone me equipment. Concrete will have fiber reinforcement be a min of 4000 psi broom finish and saw cut. Concrete will be installed at a depth of 4 inches in sidewalks not driven on and 5-6 " concrete for driveway aprons and sidewalks driven on. back fill of forms is typically not included nor is back fill of surrounding areas affected from construction unless agreed upon and discussed and priced here in. Heavy and Loud trucks and equipment, and dusty materials will be expected. Concrete Couture and it's Subcontractors will provide restoration services for typical collateral damages associated with concrete construction at an additional cost for back fill and related collateral services that may be necessary. Like pressure cleaning and reseeding.

1 \$0.00

\$0.00

CONCRETE COUTURE CO - Estimate 713 - 08/23/2023

Description	Quantity	Rate	Amount
<p>Concrete Couture agrees to provide a service warranty for a period of one year after installation date so as long as home owner or General Contractor agrees to purchase warranty and sealer services from Concrete Couture Co. Broom line and brush finish claims are not covered under warranty or guarantee of any kind. Spalling not covered on surfaces driven on by motor vehicles or that have had chemical melting agents. Shrinkage cracks due to natural causes like freeze and thaw not covered in warranty unless a foundation package is purchased u set flat work. Concrete will be saw cut or hand tooled to control cracking in accordance with industry standards and common industry practices. If surface is what fails then a topcoat overlay will be warranted at no cost, if concrete fails entirely and is crumbling than it shall be removed with cost of labor included to install provided by concrete couture and cost of new materials paid for by home owner or original supplier should supplier be found liable for product failure. Small "pops" will receive patch/s and cracks will be treated with crack fillers or Self level. If a surface driven on by motor vehicles is spalling then we shall provide labor to grind or re- broom. top finish with a micro coating designed for that purpose. Home owner/ General Contractor agrees to pay for in advance materials cost of micro coating should claim be spalling related on drivable surface. Concrete Couture will pay for mechanical labor to install those materials and cover the cost of sealing that installation.</p>	1	\$0.00	\$0.00
<p>Concrete couture will haul away all stone and dirt as necessary to properly backfill. Apply new topsoil where is necessary and will apply seed and straw as necessary.</p>	1	\$0.00	\$0.00
<p>Decorative Concrete Disclosure: Stamped or decorative concrete shall be installed according to the standards stated above and placed typically on a stone base of 6" or greater. Integral color shall be mixed into the concrete and the release color (secondary color) shall be applied during the stamping process. (THIS PRODUCES LOTS OF DUST) Color variations may occur from load to load due to variables in temperature and water content from the Redimix Supplier. A decorative sealer will be applied in one coat. Additional coats will require an additional purchase of sealer to achieve desired results.</p>	1	\$0.00	\$0.00
<p>Scope of work to excavate and remove spoils from top surface. To install and compact compact subgrade. Form and pour a new concrete patio to propose a proposed dimensions of approximately 29 x 18 square footage.</p>	1	\$0.00	\$0.00
<p>Scope of work is to remove and replace 4" thick 4000 psi concrete sidewalk with broom finish. Size is approximately 300 ln ft by 5 ft</p>	1,500	\$8.27	\$12,405.00

Payment Details

A 50% deposit of \$6,202.50 is required by 08/23/2023.

Please make payment to:

Bank Account Number: 40630167637721349
Routing Number: 121000248



Subtotal \$12,405.00
Total \$12,405.00

Total \$12,405.00

Deposit due 08/23/2023 \$6,202.50

8.27 ft²

Cross Concrete & Excavating LLC

1755 Salt Springs Road
Mineral Ridge, OH 44440

PH: 330-979-7021

Date: 8/12/2023

Proposal

To: pete

Address: miles

PH: 330-720-2455

Scope of work

Tear out and replace 5x300 feet of sidewalk.

Down payment of \$

Final payment of \$ 13,000-15,000

B.66 H²

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent on strikes, accidents, or delays beyond our control. This proposal subject to acceptance in 15 days and it is void thereafter at the option of the undersigned.

Acceptance of Proposal

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted:

Date: _____ Signature _____ (customer)

Date: _____ Signature _____
(contractor)

Disclaimer: Cross Concrete & Excavating LLC is not liable for any disturbance of yard or landscaping. We are not liable for back filling around any new concrete that has been poured unless customer has agreed to paying for it as extra services.

I hereby agreed to the terms and conditions of the above disclaimer.

Date: _____ Signature _____ (customer)

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Michael A. Gentile, President

Leonard P. Summers, Engineer

**THE MURPHY CONTRACTING COMPANY
CONTRACTORS AND ENGINEERS**

285 Andrews Avenue P.O. Box 1833
Youngstown, Ohio 44501

Phone (330) 743-8915, Fax (330) 743-4418
mcc@murphycontracting.com

August 9, 2023

PROPOSAL

Deacon Mike Hanshaw
Our Lady of Mt. Carmel
Niles, Ohio

RE: Our Lady of Mt. Carmel Removal and replacement of sidewalks

Dear Deacon Mike:

Murphy Contracting proposes to furnish material, labor, and equipment to remove and replace Additional sidewalk on the Mt Carmel property for the sum of:

Includes: Removal of existing sidewalk

Redress stone base

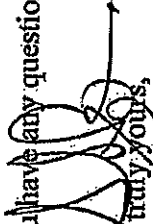
Form & pour 4 inch thick sidewalk with fiber mesh

Install cure and sealer

\$13.50 per sq. ft.

Note: This proposal is only for additional removal and replacement Of concrete sidewalk. No Credits will be given based on this Unit cost.

If you have any questions regarding this proposal, please contact me.


Very truly yours,

THE MURPHY CONTRACTING COMPANY

Greg Razo

Project Estimator