

City of Niles, Ohio

SPONSORED BY: COMM. DEV. AND NEIGHBORHOOD STAB. DRAFT NO. 54-26
AUTHORIZED BY: ALL MEMBERS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE COMMUNITY IMPROVEMENT CORPORATION (CIC) TO ENTER INTO A LEASE AGREEMENT WITH OPTION TO PURCHASE WITH VON ISLEY ESTATE, LLC; AND, DECLARING AN EMERGENCY.

WHEREAS, the Community Improvement Corporation of Niles owns the real property located on Third Street, City of Niles, Parcel No. 25-900944 and has advertised an RFP for redevelopment of the vacant parcel; and,

WHEREAS, Von Isley Estate seeks to acquire and redevelop the vacant parcel on Third Street through the Lease Agreement to allow expansion and promotion of their current business offerings with their current property located at 547 S Main Street, Parcel No. 25-005504; and,

WHEREAS, Council passed Ord. No. 144-22 for the transfer of such property from the City of Niles to CIC with the requirement that any proposed use or transfer of property by the CIC to another entity be approved by Niles City Council; and

WHEREAS, Council seeks to authorize the Lease Agreement with Option to Purchase Property, attached hereto, between the CIC and Von Isley Estate, LLC to promote downtown revitalization and betterment of the community and surrounding properties.

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

SECTION 1: Council hereby authorizes the Community Improvement Corporation to enter into a Lease Agreement with Option to Purchase with Von Isley Estate, LLC to allow for continued downtown improvement and betterment.

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 parties to enter into the agreement at the earliest time possible. 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 _____,
2026 and signed by me as such Mayor on the _____ day of _____, 2026.

MAYOR

LEASE AGREEMENT WITH OPTION
TO PURCHASE PROPERTY

This Lease Agreement (hereinafter "Lease") is made and entered into this ____ day of _____, 2026, by and between VON ISLEY ESTATE, LLC, and Ohio limited liability Company hereinafter called "Lessee", and COMMUNITY IMPROVEMENT CORPORATION OF NILES, an Ohio corporation, hereinafter called "Lessor".

W I T N E S S E T H:

1. DESCRIPTION. For and in consideration of the rental, covenants, conditions and provisions herein set forth, Lessor does hereby grant, demise and lease unto Lessee the real property located on Third Street, City of Niles Parcel No. 25-900944, and all of the improvements and appurtenances attached and affixed thereto, herein referred to as the "Premises", which Lessor warrants that it has the right to so lease.

2. TERM OF LEASE. This Lease shall be for a term of five (5) years (hereinafter "Term") beginning on the Commencement Date indicated in Section 5 and ending upon receipt of final payment as described below.

3. RENTAL PAYMENTS & TAXES. Lessee agrees to pay Lessor for the use of the above-described Premises during the Term thereof, while complying with all covenants, conditions and provisions herein set forth:

a. Total Lease payments in the amount of Sixteen Thousand Dollars and 00/100 (\$16,000.00), payable in advance of the first day of each year of the term of this Lease, in annual amounts of Three Thousand Two Hundred Dollars and 00/100 (\$3,200.00).

b. As and for additional rent, Lessee shall be responsible for making any and all tax payments that come due during the term of the lease. Lessee agrees to keep all taxes current on the Property by paying such taxes directly to the Trumbull County Treasurer.

c. Lessee shall make Twenty-five Thousand Dollars (\$25,000.00) of improvements to the Property, payable as follows:

- i. Lessee intends to make hardscape/landscape improvements to the property. The intention is for Lessee to make improvements to the Premises for the betterment of the community and the surrounding properties. Such improvements shall include hardscape and landscape improvements as may be further described on the attached Exhibit A.
- ii. Lessee shall be required to submit a breakdown of any and all improvements, which shall include a breakdown of material and labor. Labor and general property maintenance costs shall *not* be included in the total of \$25,000.00 of required improvements to be made to the Premises.
- iii. Lessee shall provide "Proof of Payment" to Lessor when taxes have been paid as well as when improvements have been made, prior to any transfer of ownership that may be required to be made from Lessor to Lessee. Upon Lessor's receipt of the final payment described above, all necessary steps shall be taken in order for Lessee to receive Ownership in said Premises.

Lessee shall be required to provide Proof of Payment on the following schedule:

- a. Proof of a minimum of Eight Thousand Three Hundred Thirty-four Dollars and 00/100 (\$8,334.00) by the end of year three (3) of the Lease.
- b. Proof of a minimum of Sixteen Thousand Six Hundred Sixty-eight Dollars and 00/100 (\$16,668.00) by the end of year four (4) of the Lease.
- c. Proof of the total amount of Twenty-five Thousand Dollars and 00/100 (\$25,000.00) by the end of year five (5) of the Lease.
- iv. The Parties further acknowledge that there is currently an easement for the historical society sign located on the Premises, and such easement shall run with the land upon any transfer of the Premises. The parties further agree that any oil, gas and/or mineral rights shall be retained by Lessor during the period of the Lease as well as thereafter and such retention of rights shall be evidenced on the deed of conveyance when the property is ultimately transferred.

d. Further, Lessee acknowledges the restriction on any subsequent transfer of the property must be approved by Lessor before being conveyed to any subsequent owner, and such restriction shall be evidenced on the deed and survive the term of this Lease.

Lessee further agrees to pay any and all costs/closing costs associated with this transaction or the eventual purchase and sale of the Premises, including but not limited to any transfer taxes as well as any recording costs.

Lessee further agrees that it shall be ineligible to apply for any potential improvement grants that may otherwise be available as it relates to that property during the term of this Lease.

4. DELIVERY DATE. Lessor shall deliver possession of the Premises to Lessee immediately upon execution of all documents required by the terms of this agreement.

5. COMMENCEMENT DATE. The Lease shall be deemed to have commenced on the date of execution of this Agreement. Lessee agrees to obtain any and all zoning or other permits as may be required to make the anticipated improvements as outlined herein.

6. LEASE NOT ASSIGNABLE. Lessee agrees not to assign or in any manner transfer this Lease or any estate or interest therein, or to sublet any Premises or any part thereof, without the previous written consent of Lessor. Lessor agrees that the consent hereby required shall not be arbitrarily or unreasonably withheld.

7. USE OF PREMISES. The leased Premises may be used by the Lessee solely for improvement purposes as outlined herein as well as any attachments hereto. Any other activity conducted therein must have the written consent of Lessor, whose consent shall not be unreasonably withheld.

8. LESSEE'S REPAIRS AND MAINTENANCE. Lessee shall be responsible for making all necessary repairs to the Premises, including but not limited to: any water, sewage, or utility services associated with the Premises, and any repair/replacement of any structures thereon.

Lessee further agrees to be fully responsible for assuming and correcting any and all federal, state, county or municipal violations within a timely manner.

9. ALTERATIONS AND IMPROVEMENTS. Any alterations, additions and improvements made by Lessee shall be first approved in writing by Lessor. Lessee shall hold Lessor harmless from costs or expenses from mechanic's liens or other charges arising from such alterations.

10. INSURANCE OBLIGATIONS. Lessee at its expense shall carry renter's insurance on the Premises, and Lessor shall carry at its expense structural insurance on the Premises. Lessee shall be responsible for its own fixtures, personal property and belongings of every kind, by renter's insurance or otherwise, and shall hold Lessor harmless as to any loss to the same. Each party shall provide evidence of the above described insurance policies annually to the other party.

11. UTILITIES. Lessee shall be responsible for all utilities, including but not limited to electric, gas and water/sewer, from the date of delivery of the Premises.

12. ACCESS BY LESSOR. Lessor shall have the right to enter upon the leased Premises at all reasonable hours, but only after at least Twenty-Four (24) hours' notice has been given, for the purpose of inspecting the same, unless Lessor needs to enter the Premises for emergency purposes, in which case notice shall not be necessary.

13. NOTICE. All notices hereunder shall be in writing. Any notice or other writing to be given or delivered to the Lessor hereunder shall be sufficiently given or delivered if mailed via regular U.S. mail addressed to the Lessor as follows:

To the Lessor: Community Improvement Corporation of Niles c/o Philip Zuzolo, Law Director, 34 West State Street, Niles OH 44446, or to such other persons and addresses as may be designated by notices similarly given.

Any notice or other writing to be given or delivered to the Lessee hereunder shall be sufficiently given or delivered if mailed by regular U.S. mail addressed to the Lessee as follows:

To the Lessee: _____

Either party may designate such other address or addresses from time to time in writing to the other party.

14. DEFAULT. If default be made in payment of rent or any part thereof or in fulfillment of any of the covenants or agreements herein specified to be filled by the Lessee, and shall continue for a period of thirty (30) days after written notice thereof shall have been given by the Lessor to Lessee, the Lessor may, at the Lessor's election and at any time while such default continues, without further notice, declare the Term ended and enter into possession of Premises and sue for and recover all rents and damages accrued or accruing under this Lease or arising out of any violation thereof, or the Lessor may sue and recover without declaring the Lease void or entering into possession of the Premises.

Every demand for rent due wherever and whenever made shall have the same effect as if at the time it falls due and at the place of payment and after the service of notice or commencement of any suit, or final judgment therein, the Lessor may receive and collect any rent due, and such collection or receipt shall not operate as a waiver of nor affect such notice, suit or judgment.

Notwithstanding the foregoing, Lessee shall have the right to terminate this lease at any time during term of such Lease without Penalty. Any improvements made to the property shall inure to the benefit of the Lessor.

15. OPTION TO PURCHASE. Lessor hereby grants to Lessee an option to purchase the Premises after the end of the first year of the Term and each year thereafter on the anniversary date of the Commencement Date of the Lease during the Term, unless otherwise agreed by both parties.

The purchase price to be paid to Lessor by Lessee for the Premises shall be the remaining balance due and owing to Lessor, unless otherwise agreed by both parties.

This option shall be exercised if and when Lessee mails or delivers to Lessor a letter notifying Lessor of such exercise. Within thirty (30) days after notice of Lessee's exercise of this option to purchase, both parties shall enter into a Real Estate Purchase Agreement containing customary provisions for the purchase and sale of commercial real property in Trumbull County, Ohio. Such option to purchase shall only be exercisable on proof by Lessee being submitted to Lessor showing all requirements of this Agreement have been met, specifically the total of \$25,000.00 in improvements as outlined above.

The Parties agree to execute a deed in substantial form as the proposed Deed attached hereto as Exhibit B.

16. DEATH/DISABILITY OF LESSOR. It is the parties' intention that this Lease be exclusive to the parties named herein. As such, in the event of the death or disability of Lessee before the end of the full term of this Lease or if Lessee is deemed incapacitated at any time during this Lease, Lessor shall be permitted to retain the property and this Lease Agreement shall terminate, unless Lessor agrees to continue such Lease with any successor interest to the Lessee as the Parties may agree.

17. OHIO LAW APPLICABLE. This Agreement is made in and shall be construed according to the laws of the State of Ohio.

18. MODIFICATION. No modifications of any of the terms and conditions of this Lease, as expressed above, shall be effective unless reduced to writing and executed by both parties.

19. CONDEMNATION. If the whole of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose then the term of this Lease shall cease and terminate as of the date.

If any part of the Premises shall be acquired or condemned as aforesaid, and in the event that such partial taking or condemnation shall render the Premises unsuitable for the Lessee, then the term of this Lease shall cease and terminate as of the date of title vesting in such proceeding at election of the Lessee.

All damages awarded for such taking under the power of eminent domain whether for the whole or a part of the Premises shall belong to and be the property of Lessor whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Premises.

20. BINDING EFFECT. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

(The remainder of this page left intentionally blank. Signatures to follow.)

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed
in duplicate the day and year first above written.

WITNESS

COMMUNITY IMPROVEMENT CORP

By:

As to Lessor

LESSOR

VON ISLEY ESTATE, LLC

By:

As to Lessee

LESSEE

City of Niles, Ohio

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

DRAFT NO. 38-26

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR TO APPROVE AND AUTHORIZE THE EXECUTION OF THE BRIGHT MOUNTAIN SOLAR SCHEDULE WITH AMERICAN MUNICIPAL POWER, INC. AND TAKING OF OTHER ACTIONS IN CONNECTION THEREWITH; AND, DECLARING AN EMERGENCY.

WHEREAS, the City of Niles, Ohio (“Municipality”) owns and operates an electric utility system for the sale of electric capacity and associated energy for the benefit of its customers; and

WHEREAS, in order to satisfy the electric capacity and energy requirements of its electric utility system, Municipality has heretofore purchased, or desires to purchase in the future, economical, reliable and environmentally sound capacity and energy and related services from, or arranged by, American Municipal Power, Inc. (“AMP”), of which Municipality is a Member; and

WHEREAS, AMP is a nonprofit corporation, organized to own and operate facilities, or to provide otherwise, for the generation, transmission or distribution of electric capacity and energy, or any combination thereof, and to furnish technical services on a cooperative, nonprofit basis, for the mutual benefit of AMP members (“Members”), such Members, including Municipality, being political subdivisions that operate, or whose members operate, municipal electric utility systems; and

WHEREAS, Municipality, acting individually, and through AMP with other political subdivisions of this and other states that own and operate electric utility systems jointly, endeavors to arrange for reliable, environmentally sound and reasonably priced supplies of electric capacity and energy and related services for ultimate delivery to its customers; and

WHEREAS, it is efficient and economical to act jointly in such regard; and

WHEREAS, Municipality has previously entered into a Master Services Agreement with AMP, AMP Contract No. C-11-2005-4429 (the “MSA”), which contemplates that Municipality may enter into various schedules for the provision of capacity and associated energy and related services from AMP to Municipality; and

WHEREAS, certain Members, including Municipality, have determined that they can utilize additional sources of reliable and economical generated electric capacity and energy on a long-term basis, and have requested that AMP arrange for the same by acquiring interests through a purchased power agreement (PPA) in certain energy facilities; and

WHEREAS, in furtherance of this purpose, AMP has entered into a purchase power agreement (“Bright Mountain PPA”) with Bright Mountain, LLC (the “Developer”) under the terms of which AMP will purchase and Developer will supply and sell up to 80 MWac of capacity and associated energy and environmental attributes from the Bright Mountain generation project located in Perry County, Kentucky for a period of up to twenty-five (25) years; and

WHEREAS, it is necessary and desirable for Municipality to enter into a schedule to the MSA to provide for an additional source of capacity, energy and environmental attributes; and

WHEREAS, through approval and execution of the Bright Mountain Solar Schedule authorized below, Members now have the right, but not the obligation, to authorize and request AMP to acquire capacity and energy through the Bright Mountain PPA; and

WHEREAS, prior to the adoption of this Ordinance AMP has (i) informed Municipality of the terms of the Bright Mountain Solar Schedule; (ii) provided Municipality the opportunity to review the anticipated form of the Bright Mountain PPA; and (iii) offered representatives of Municipality the opportunity to ask such questions, review data and reports, conduct inspections and otherwise perform such investigations with respect to, as applicable, the acquisition of capacity and energy and the terms and conditions of the Bright Mountain Solar Schedule authorized below as Municipality deems necessary or appropriate in connection herewith; and

WHEREAS, Municipality requests and authorizes AMP to explore an arrangement whereby AMP may prepay all or a portion of AMP's obligations to purchase energy, capacity and environmental attributes at some point during the term of the Bright Mountain PPA and finance the prepayment on behalf of Municipality through the issuance of bonds by AMP in order to achieve additional savings on the capacity, energy and environmental attributes derived from the Bright Mountain PPA that AMP can pass through to Municipality ("Prepay Agreement") subject to the additional requirements set forth in the Bright Mountain Solar Schedule.

WHEREAS, after due consideration, Municipality has determined it is reasonable and in its best interests to proceed as authorized herein below and requests and authorizes AMP to acquire capacity and energy from the Developer upon the terms and conditions set forth in the Bright Mountain PPA.

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

SECTION 1. That the Bright Mountain Solar Schedule between Municipality and AMP, substantially in the form attached hereto or on file with the Clerk, including Exhibits thereto, is approved, and the Authorized Representative of Municipality, identified below, is hereby authorized to execute and deliver the Bright Mountain Solar Schedule with such changes as the Authorized Representative may approve as neither inconsistent with this Ordinance nor materially detrimental to the Municipality, his or her execution of the Bright Mountain Solar Schedule to be conclusive evidence of such approval. For purposes of this Ordinance, Municipality's Authorized Representative is Anthony Flarey, Service Director, City of Niles.

SECTION 2. That the Authorized Representative is hereby authorized to (i) acquire under the Bright Mountain Solar Schedule, authorized above, a Contract Amount as defined in that Schedule of up to 6 MW, without bid, and (ii) make any determinations and approvals required thereunder, if any, as the Authorized Representative shall deem necessary and advisable.

SECTION 3. If any section, subsection, paragraph, clause or provision or any part thereof of this Ordinance shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Ordinance shall be unaffected by such adjudication and all the remaining provisions of this Ordinance shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

SECTION 4. That this Ordinance shall take effect at the earliest date allowed by law.

SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in conformance with applicable open meetings laws and that all deliberations of this Council and of any committees that resulted in those formal actions were in compliance with all legal requirements including any applicable open meetings requirements.

SECTION 6. This Ordinance is declared to be an emergency measure in the interest of the public health, safety and welfare as so the agreement may be timely executed. 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 _____, 2026 and signed by me as such Mayor on the _____ day of _____, 2026.

MAYOR

City of Niles, Ohio

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

DRAFT NO. 35-26

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 16-26, 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 to provide necessary personal for the Light Department. 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 _____, 2026 and signed by me as such Mayor on the _____ day of _____, 2026.

MAYOR

City of Niles

Authorized Strength

02-18-2026

<i>DEPARTMENT</i>	<i>NOT TO EXCEED</i>	<i>POSITION</i>	<i>Annual/ Hourly</i>	<i>COMPENSATION / PAY GRADES</i>
<i>COUNCIL</i>	1	Clerk (GF 48%; Water 16%; Light 18%; Sewer 18%)	Annually	PAY GRADE 3-4
<i>MAYOR</i>	1	Executive Secretary (GF 59%; Water 8%; Light 21%; Sewer 12%)	Annually	PAY GRADE 3-8
	1	Director of Public Service (GF 17%; Water 15%; Light 38%; Sewer 30%)	Annually	PAY GRADE 1-1
	1	Director of Public Safety (Part-time)	Annually	PAY GRADE 3-5
<i>INFORMATION TECHNOLOGY</i>	1	IT Director (GF 25%; Light 25%; Water 25%; Sewer 25%)	Annually	PAY GRADE 1-4
	1	Systems Administrator (GF 25%; Light 25%; Water 25%; Sewer 25%)	Annually	PAY GRADE 2-1
<i>COURT</i>	1	Chief Clerk (City 3/5; County 2/5)	Annually	*PER COURT JOURNAL ENTRY 12/6/2024
	1	Court Administrator (Court 75%; Probation 25%)	Annually	*PER COURT JOURNAL ENTRY 12/6/2024
	1	Chief Criminal Deputy Clerk (Court 75%; Probation 25%)	Annually	*PER COURT JOURNAL ENTRY 12/6/2024
	1	Chief Traffic Deputy Clerk	Annually	*PER COURT JOURNAL ENTRY 12/6/2024
	1	Chief Civil Deputy Clerk	Annually	*PER COURT JOURNAL ENTRY 12/6/2024
	1	Floating Deputy Clerk (Court 75%; Probation 25%)	Annually	*PER COURT JOURNAL ENTRY 12/6/2024
	1	Bailiff-Part-Time (City 3/5; County 2/5)	Hourly	*PER COURT JOURNAL ENTRY 10/22/2025
	1	Probation Officer (Probation 100%)	Annually	*PER COURT JOURNAL ENTRY 12/6/2024
<i>ENGINEERING</i>	1	Planner / Grant Coordinator (GF 25 % Water 25%; Light 25%; Sewer 25%)	Annually	PAY GRADE 2-5
	1	Improvements Inspector (GF 25 % Water 37.5%; Sewer 37.5%)	Hourly	*PER CBA
<i>AUDITOR</i>	1	Deputy Auditor (GF 52%; Water 12%; Light 25%; Sewer 11%)	Annually	PAY GRADE 2-7
	1	Human Resource Generalist (GF 65%; Water 8%; Light 17%; Sewer 10%)	Annually	PAY GRADE 2-5
	1	Accountant (GF 32%; Water 18%; Light 41%; Sewer 9%)	Hourly	*PER CBA
	1	Payroll Administrator (GF 65%; Water 8%; Light 17%; Sewer 10%)	Hourly	*PER CBA
	1	Accounting Specialist (GF 49%; Water 14%; Light 23%; Sewer 14%)	Hourly	*PER CBA
<i>LAW</i>	1	City Prosecutor (GF 100%)	Annually	\$30,000.00
	1	Assistant Law Director (GF 48%; Water 16%; Light 18%; Sewer 18%)	Annually	PAY GRADE 3-7
	1	Legal Assistant (GF 48%; Water 16%; Light 18%; Sewer 18%)	Hourly	PAY GRADE 3-1
<i>BILLING</i>	1	Billing Manager (Light 1/3; Water 1/3; Sewer 1/3)	Annually	PAY GRADE 2-3
	1	Assistant Billing Manager (Light 1/3; Water 1/3; Sewer 1/3)	Hourly	*PER CBA
	2	Billing Clerk (Light 1/3; Water 1/3; Sewer 1/3)	Hourly	*PER CBA

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02-18-2026

	5	Meter Reader (Light 1/3; Water 1/3; Sewer 1/3)	Hourly	*PER CBA
	1	Cashier (Light 1/3; Water 1/3; Sewer 1/3)	Hourly	*PER CBA
	1	Delinquent Accounts Clerk (Light 1/3; Water 1/3; Sewer 1/3)	Hourly	*PER CBA
	1	Application Clerk (Light 1/3; Water 1/3; Sewer 1/3)	Hourly	*PER CBA
	1	Cashier Clerk/Floater (Light 1/3; Water 1/3; Sewer 1/3)	Hourly	*PER CBA
LIGHT	2*	Superintendent *Back to 1 effective 5/1/2026	Annually	PAY GRADE 1-4
	1	Assistant Superintendent	Annually	PAY GRADE 1-3
	1	Foreman	Annually	PAY GRADE 1-2
	1	Assistant Foreman	Annually	PAY GRADE 1-1
	1	Electrical Equipment Technician	Hourly	*PER CBA
	1	Assistant Electrical Equipment Technician	Hourly	*PER CBA
	5	Group Leader	Hourly	*PER CBA
	11	Linemen or Apprentice Lineman	Hourly	*PER CBA
	1	Groundman	Hourly	*PER CBA
		Intermediate Lineman (When no vacancy occurs)	Hourly	*PER CBA
	1	Special Equipment Operator	Hourly	*PER CBA
	1	Storekeeper	Hourly	*PER CBA
	1	Customer Service	Hourly	*PER CBA
	1	Head Auto Mechanic (Water 16.7%; Light 16.7%; Sewer 16.7%; Street 16.6%; Police 16.7%; Fire 16.6%)	Hourly	*PER CBA
	1	Assistant Auto Mechanic (Water 16.7%; Light 16.7%; Sewer 16.7%; Street 16.6%; Police 16.7%; Fire 16.6%)	Hourly	*PER CBA
	1	Laborer/Maintenance Grounds Keeper	Hourly	*PER CBA
	2	Laborer Class A	Hourly	*PER CBA
	1	Maintenance Grounds Keeper (GF 25 % Water 25%; Light 25%; Sewer 25%)	Hourly	*PER CBA
	1	Secretary	Hourly	*PER CBA
	1	Tree Trimmer	Hourly	*PER CBA
	1	Tree Trimmer Leader	Hourly	*PER CBA
WATER	1	Water Superintendent/ Public Infrastructure Coordinator (Water 50%; GF 16.67%; Light 16.67%; Sewer 16.66%)	Annually	PAY GRADE 1-3
	1	Foreman-Water Foreman/Class 1 License	Annually Annually	PAY GRADE 2-2 PAY GRADE 2-4
	1	Operator Work Leader	Hourly	*PER CBA
	1	Customer Service	Hourly	*PER CBA
	2	Special Equipment Operator	Hourly	*PER CBA
	2	Laborer Class A	Hourly	*PER CBA
	3	Laborer Class C	Hourly	*PER CBA
SEWER/WATER	1	Secretary (Water 50%; Sewer 50%)	Hourly	*PER CBA
SEWER	1	Superintendent Class IV Superintendent Class III OIT	Annually Annually	PAY GRADE 1-4 PAY GRADE 1-3
	5	Wastewater Operator	Hourly	*PER CBA
		Wastewater Operator w/ Class 1 License	Hourly	*PER CBA
		Wastewater Operator w/ Class 2 License	Hourly	*PER CBA

City of Niles

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02-18-2026

		Wastewater Operator w/ Class 3 License	Hourly	*PER CBA
	1	Lab Technician / Assistant Superintendent	Hourly	*PER CBA
	1	Foreman-Sewer Foreman/Class 1 License	Annually Annually	PAY GRADE 2-2 PAY GRADE 2-4
	1	Operator Work Leader	Hourly	*PER CBA
	1	Special Equipment Operator	Hourly	*PER CBA
	2	Laborer Class A	Hourly	*PER CBA
	3	Laborer Class C	Hourly	*PER CBA
	1	Maintenance Mechanic	Hourly	*PER CBA
<i>CEMETERY</i>	1	Sexton	Hourly	*PER CBA
	1	Special Equipment Operator	Hourly	*PER CBA
	1	Laborer (Seasonal)	Hourly	PAY GRADE 3-1
<i>PARK & REC</i>	1	Director	Annually	PAY GRADE 2-5
	1	Park Crew Leader	Hourly	*PER CBA
	2	Laborer Class A	Hourly	*PER CBA
	1	Secretary (Park 50%; Cemetery 50%)	Hourly	*PER CBA
	1	Supervisor Clerk – Wellness (Part-Time)	Hourly	PAY GRADE 3-1
	1	Lead Clerk - Wellness (Part-Time)	Hourly	PAY GRADE 3-1
	5	Clerk - Wellness (Part-Time)	Hourly	PAY GRADE 3-1
	6	Custodian - Wellness (Part-Time)	Hourly	PAY GRADE 3-1
	1	Laborer (Seasonal)	Hourly	PAY GRADE 3-1
<i>POLICE</i>	1	Chief	Annually	10% ABOVE CPT YOS
	5	Captain	Annually	*PER CBA
	4	Lieutenants	Annually	*PER CBA
	27	Patrol Officer	Annually	*PER CBA
<i>FIRE</i>	1	Chief	Annually	10% ABOVE CPT YOS
	3	Captain	Annually	*PER CBA
	6	Lieutenant	Annually	*PER CBA
	21	Firefighter	Annually	*PER CBA
<i>CIVIL SERVICE</i>	3	Commissioner	Annually	PAY GRADE 3-2
	1	Clerk	Annually	PAY GRADE 3-3
<i>TREASURER</i>	1	Lead Treasury Clerk (GF 32%; Water 18%; Light 41%; Sewer 9%)	Hourly	*PER CBA
	1	Treasury Clerk (GF 32%; Water 18%; Light 41%; Sewer 9%)	Hourly	*PER CBA
<i>SAFETY SERVICE</i>	1	Maintenance/Ground Keeper	Hourly	*PER CBA
	5	Dispatcher (GF 60%; Water 4%; Light 35%; Sewer 1%)	Hourly	*PER CBA
	1	Records Clerk	Hourly	*PER CBA
	3	Part-time Dispatcher (GF 60%; Water 4%; Light 35%; Sewer 1%)	Hourly	PAY GRADE 3-1
	1	Police Department Secretary (Part-time)	Hourly	PAY GRADE 3-1
<i>BUILDING/ ZONING</i>	1	Housing Inspector Housing Inspector w/BI License	Annually Annually	PAY GRADE 2-1 PAY GRADE 2-2
	1	Building Inspector Building Inspector w/CBO License	Annually Annually	PAY GRADE 2-2 PAY GRADE 2-5
	1	Secretary	Hourly	*PER CBA
	1	Building & Zoning Inspector (Part-Time)	Hourly	PAY GRADE 3-1
	1	Housing Inspector (Part-Time)	Hourly	PAY GRADE 3-1
<i>STREET</i>	1	Superintendent	Annually	PAY GRADE 2-5
	1	Operator Work Leader	Hourly	*PER CBA
	6	Truck Driver/Operator	Hourly	*PER CBA

City of Niles
Authorized Strength
02-18-2026

<i>PUBLIC WORKS</i>	4	Laborer Class C	Hourly	*PER CBA
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City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 43-26

ORDINANCE NO. _____

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

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

SECTION 1: Authorizing the cash transfer of One Million Eight Hundred
Seventy-Five Thousand Dollars and 00/100 (\$1,875,000.00) from the General Fund
Account No: 101-1090-59000 to the following Funds:

Cash Transfers - March		
From General Fund 101 TRANSFER Account 101-1090-59000 To:		
Fund 215	Police Pension	\$75,000.00
Fund 216	Fire Pension	\$75,000.00
Fund 217	Police & Fire 1%	\$1,500,000.00
Fund 221	Park	\$150,000.00
Fund 255	Cemetery	\$75,000.00
	TOTAL CASH TRANSFER	\$1,875,000.00

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.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of
_____, 2026 and signed by me as such Mayor on this _____
day of _____, 2026.

MAYOR

City of Niles, Ohio

SPONSORED BY: UTILITIES COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 44-26

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ENTER INTO A CONTRACT FOR A UTILITY RATE STUDY FOR THE CITY OF NILES; AND, DECLARING AN EMERGENCY.

WHEREAS, Council desires to authorize the Service Director to enter into a contract for a Utility Rate Study for the City of Niles.

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

SECTION 1: Council hereby authorizes the Service Director to enter into a contract for a Utility Rate Study for the City of Niles.

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

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2026 and signed by me as such Mayor on this _____ day of _____, 2026.

MAYOR

City of Niles, Ohio

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

DRAFT NO. 45-26

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE WELLNESS CENTER TURF REPLACEMENT 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 Wellness Center Turf Replacement 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 at the earliest possible date. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor. If not so passed as an emergency measure, it shall become effective at the earliest date allowed by law.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2026 and signed by me as such Mayor on the _____ day of _____, 2026.

MAYOR

City of Niles, Ohio

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

DRAFT NO. 46-26

RESOLUTION NO. _____

A RESOLUTION AMENDING COUNCIL RULES FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2026 THROUGH DECEMBER 31, 2027; AND, DECLARING AN EMERGENCY.

WHEREAS, Council adopted new Council Rules on January 7, 2026 for the fiscal year beginning January 1, 2026 through December 31, 2027; and

WHEREAS, Council seeks to amend the new Council Rules in regard to the time limit for each speaker during public remarks.

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

SECTION 1: That the attached updated rules with respect to public comments shall now be in effect for the remainder of the term.

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

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2026 and signed by me as such Mayor the _____ day of _____, 2026.

MAYOR

Rules of Order

The Council of the City of Niles, Ohio

Term: 2026-2027

The following Rules of Order shall govern the procedures of City Council and the conduct of council members.¹

I. Meetings

Rule 1: **Meeting- PLACE:** All meetings of City Council shall be held at the Niles Senior Center unless otherwise ordered by council.

Rule 2: **Meetings- PUBLIC:** All meetings of City Council or committees shall be public. All minutes and records of council shall be open to the public at all reasonable times. Any citizen desiring to be heard on any matter under consideration by council may address council during the public remarks sections of the order of business. Persons desiring to be heard by any committee of council on any matter under consideration, shall, by majority consent of such committee, be given the opportunity to be heard. All minutes and record of council shall be open to the public within ten (10) days of acceptance and filing by Council.

Members must abide by the Ohio Revised Code Section 121.22 (Sunshine Law) which requires public officials to take official action and to conduct all deliberations upon official business only in open meetings unless the subject matter is specifically exempted by law.

Rule 3: **Regular Meetings:** Regular meetings of council shall be held in the council chamber located at the Niles Senior Center the first and third Wednesday of each month at 6:00 P.M. unless otherwise ordered by motion, resolution, or ordinance. Caucus will be held at 5:30 prior to the start of the regular meeting, unless otherwise noticed by Council. When any regular meetings fall on a legal holiday, such meeting shall be held on the following day, but the council may adjourn any regular or special meeting to meet at any time within ten (10) days thereafter.

Rule 4: **July/August Schedule:** Regular meetings shall be held the third Wednesday of August unless otherwise ordered by motion, resolution, or ordinance.

Rule 5: **Special Meeting(s):** Special meetings may be called at any time by the Mayor or any three members of Council upon at least twenty-four (24) hours of written notice to each member of council, served on each member pursuant to the notification requirements listed below

Notification Requirements:

- When such a meeting is ordered by three or more council members of council, the Clerk of Council is required to provide twenty-four (24) hours of notice to the local newspapers (Tribune Chronicle). The Clerk is also required to provide notice to each member of council.
- When such meetings are ordered by the Mayor, the Mayor's secretary is required to provide twenty-four (24) hours' notice to the local newspapers (Tribune Chronicle). The Mayor's secretary is also required to provide notice to each member of council.
- Delivery to each members' City Email account and at least one phone call or text message to each Council member's number of record is effective service for purposes of all notice required by Rule 5.
- Any person may determine the time and place of any regular meetings and the time, place, and purpose of any special meetings of Council or committees, including committee as a whole, from the City of Niles website (<https://www.cityofniles.com/>). In addition, the schedule of regular meetings as identified in these rules and the time place and purpose of any special meetings are to be provided to the Tribune prior to the beginning of each term of Council, for regular meetings, and with at least 24-hour notice to the Tribune of any special meetings of Council.

¹ Any conflict between these rules and the Ohio Revised Code is unintentional unless specifically stated and provided for by home rule in the Ohio Constitution.

In addition, any person may request to receive reasonable advanced notice upon request to the Clerk of Council of any meetings discussing a specific type of public business. An agenda or notice of the meeting will be sent for no charge if an email address is provided with the request. If the request is for the agenda or notice to be mailed, and a self-addressed stamped envelope must be provided in the request.

Rule 6: **Quorum:** A majority of all members of council shall be a quorum to do business, but a less number may adjourn from day to day and compel the attendance or absent members in the manner and under such penalties as may be prescribed by ordinance.

Rule 7: **Order of Business:** The business of all regular meetings of council shall be transacted in the following order unless the council by three-fourths of its members shall suspend the rules and change the order:

1. Call to Order
2. Pledge of Allegiance
3. Nondenominational Invocation
4. Roll Call of Members
5. General Consent Agenda
 - a. The following shall be presented by the Clerk to Council as the General Consent Agenda and shall be passed and approved by a “Motion to accept and approve the General Consent Agenda with and all in favor, all opposed vote:
 - i. Disposal of Minutes
Minutes are to be provided to council no later than 24 hours prior to the next regular meeting for review. The presiding officer shall provide the members of council with an opportunity to correct the meeting minutes. In the absence of any objection or correction, the minutes shall stand approved by a majority voice vote of council.
 - ii. Reports and Communication to council
 - iii. Council Committee Reports
6. Public Remarks
 - i. Individual (s) must first address himself/herself to President of Council, and when recognized by the chair, shall provide his/her full name.
 - ii. He/She will have up to six minutes to comment on matters pertaining to city business. Speakers must direct all comments to the President of Council only. Speakers shall refrain from frivolous and repetitive comments.
7. Presentation of Legislation/Legislation Consent Agenda
 - a. Legislation shall be presented by consent and read and voted on together at one time by each draft heading to be adopted by suspension and emergency (if applicable), unless any member of the legislative authority desires for a draft to be separated and voted on separately. Any member that desires to remove something from the legislation consent agenda shall inform the President of Council prior to or at the start of the meeting.
 - b. Legislation shall be presented in the following order:
 - i. Third Reading of Ordinances and Resolutions read and voted on together, provided no objection of any council member
 - ii. Second Reading of Ordinances and Resolutions read and voted on together, provided no objection of any council member
 - iii. Items to be passed by suspension and emergency read and voted on together on the consent agenda
 - c. Introduction of Ordinances and Resolutions for the first time. Prior to the Presentation of Legislation, the presiding officer may, by two-thirds of its members permit a member to introduce a resolution, ordinance or motion that was not listed on the Agenda of City Council.
8. Miscellaneous Remarks
 - a. During miscellaneous remarks, the Council President shall first call upon the Mayor and members of his/her cabinet for remarks, immediately thereafter, upon each member of council.
9. Adjournment

II. OFFICERS AND EMPLOYEES OF COUNCIL

Rule 8: **Presiding Officer:** The President of Council, in his/her absence, The President Pro-Tempore, shall preside over the meeting of council. The President Pro-Tempore shall discharge all the duties and clothes with the same powers of the President of Council as such presiding officer during the President's absence. President Pro-Tempore shall retain his/her right to vote as a member of council.

The Presiding officer shall call meetings of council to order at the appointed hour and shall proceed with the order of business. The President of Council shall preserve order and decorum, prevent personalities or impugning of members' motives, confine members in debate to the question under discussion, shall decide points of order subject to an appeal of council.

Rule 9: **Vote necessary for election of Clerk and Assistant Clerk and any other employee (s) of council:** No candidate for Clerk and/or Assistant Clerk of Council shall be declared elected unless he/she has received a majority vote of all members of council. No person shall be employed by council except pursuant to a majority vote of all members of council. No vacancy which council is authorized to fill shall be filled except pursuant to a majority vote of all members of council.

Rule 10: **Clerk of Council:** The Clerk of Council shall be elected by a majority of all members of council. The council shall choose an assistant clerk and other officers and employees as may be deemed necessary and fix their compensation. The clerk shall keep the records of council. He/She shall keep a proper file of all papers and documents which are part of the transactions of the council, of the meetings of committee (s) and all orders of council. The Clerk of Council is authorized to correct, through interlineations, nonmaterial errors on ordinance and resolutions, such as typographical errors or nonintentional omissions. The Clerk shall attach a certification that any interlineations were done in compliance with this section.

Upon receipt of the minutes from the committees, he/she shall maintain the written minutes of the meetings in the Clerk of Council office. The minutes shall be in written form and made available for public inspection within 10 days of such committee meeting.

The Clerk shall ensure that all such records of Council must be made available to the public and shall serve as council designee concern Ohio's open records law.

In addition, the Clerk shall report to Council the reason (s) advanced by members for absences from council meetings; and shall perform other duties that may arise from time to time by order, rule, statute, resolution, or ordinance.

The Clerk's salary shall be determined by the authorized strength unless otherwise ordered by a majority vote of all the members of council.

Rule 11: **Assistant Clerk of Council:** The Assistant Clerk shall attend meeting in the absence of the Clerk. He/She shall perform the duties in Rule 10. The Assistant shall be responsible for keeping the records of council and transcribing the records of the council meeting (s) in which he/she attended. The rate of pay shall be \$150.00 per meeting.

Rule 12: **Sergeant- at-Arms:** The Council shall appoint a Sgt-at-Arms, who, under the direction of the President of Council, shall preserve order at the meeting.

Rule 13: **Parliamentarian:** The Council shall appoint a Parliamentarian, who will aid in interpretation of rules and questions that may arise from time to time.

III. COMMITTEES OF COUNCIL

Rule 14: **Standing Committees:** The standing committees of council shall be: Public Grounds, Neighborhood Stabilization, Community Development & Annexation, Finance, Improvements, Safety, Technology and Utilities.

Council may elect to have the President appoint Committee Chairs and members or select Chairs and members by a majority vote of all the members of council. Any member seeking a chair or membership in a committee is permitted to cast a vote for themselves. All appointments/votes shall be made in public.

The secretary of each committee shall be responsible for recording minutes of each committee meeting. In the absence of the committee secretary, the chairperson or committee member shall be responsible for meeting minutes. These minutes shall be forwarded to the Clerk of Council to be kept on file.

In the absence of the chairperson, the vice-chair shall preside until the chairperson appears and shall discharge all the duties and have all the powers of the chairperson during such absence. The President of Council shall serve as an ex-officio member of each committee.

The subject matter which shall be referred to the standing committee shall be as follows:

- A. **PUBLIC GROUNDS COMMITTEE:** to which shall be referred, except for improvements, all ordinances, resolutions, and other matter (s) pertaining to public streets, public sidewalks, public parks, public places, public recreation, public cemeteries, playgrounds, public swimming pools and buildings owned, leased and/or operated by the City of Niles. A member of Public Grounds shall also sit on the Community Engagement Committee created by the Niles City Schools Board of Education.
 - a. **Cemetery Advisory Subcommittee:** Public grounds shall also have a three member sub committee to offer input and serve in an advisory capacity only with respect to matters concerning the Niles Cemetery. The Public Grounds committee is responsible for the process of selecting the three members to sit on the committee. This committee will comply with the Ohio Sunshine Laws and public records requests.
- B. **NEIGHBORHOOD STABILIZATION, COMMUNITY DEVELOPMENT & ANNEXATION COMMITTEE:** to which shall be referred all ordinances, resolutions and other matter (s) pertaining to all stabilization, development, redevelopment, and annexation projects. The Chairperson of this committee shall also sit on the Niles Community Improvement Corporation (C.I.C.). This person shall also serve as the City representative for the Trumbull County Council of Governments.
- C. **FINANCE COMMITTEE:** to which shall be referred all ordinances, resolutions, and other subject matter (s) relating to finances, indebtedness, appropriations, the payment of moneys not provided for by previous legislation, taxation, and all subject matters pertaining to the department of finance, the standardization of salaries and wages, civil service, pensioning of employees, the sale and purchase of real estate and license. Notwithstanding the foregoing, each committee may authorize the sale and/or disposal of equipment covered by each committee.
- D. **IMPROVEMENTS COMMITTEE:** to which shall be referred all ordinances, resolutions and other matter (s) pertaining to sewer improvements, pipelines, elimination of grade crossings, waste collection, and disposal, bridges streets and sidewalks.
- E. **SAFETY COMMITTEE:** to which shall be referred all ordinances, resolutions and other matter (s) pertaining to police, fire, and traffic regulations. Civil defense, nuisances and concessions upon public streets and inspections of buildings and all matters relating to the enforcement of the building code, zoning, and matters of public safety, health, and welfare.
- F. **TECHNOLOGY COMMITTEE:** to which shall be referred all ordinances, resolutions, and other matter (s) pertaining to information technology i.e. hardware, software, IT planning.
- G. **UTILITIES COMMITTEE:** to which shall be referred all ordinances, resolutions, and other matter (s) pertaining to the city's water supply, electrical distribution, sewage disposal, and all matters relating to the department of public utilities, and all ordinances, resolutions and other matters pertaining to proposed franchises. The Chair shall also sit on the MVSD Advisory Council on behalf of the City of Niles.

Rule 15: **Council as a Whole:** Council shall meet every 2nd Wednesday of the month, in the lower conference room at 5:30 p.m. for a council roundtable. Attendance of City Officers, including the President of the legislative authority, are not required to attend. Council shall appoint a chairperson to preside, The rules of council, insofar as practical, shall be observed in the Committee as a Whole, except that no limit shall be placed on the frequency of speaking, the yeas and nays shall not be taken and that a motion to speak shall always be in order requested and shall be decided upon without debate.

IV. DUTIES, PRIVILEGES & DECORUM OF MEMBERS

Rule 16: **Duty to Vote:** Every member present shall vote on all questions upon the call of yeas and nays, unless excused by the unanimous consent of council members; except that no member shall vote on any question which involves private rights or matters subject to the rules, policies, and regulations of the Ohio Ethics Commission. Any member present, unless excused, or excepted above, whom refuses to vote upon any question relating to the legislation of city council or city government, upon which he/she may vote, when the yeas and nays are being taken, shall be guilty of contempt of council and may, for such contempt, be censured by a majority vote of council or may be expelled from the city council by a vote of two-thirds of all the members of council.

Pursuant to ORC 731.45 Council members are required to attend council meetings and act in conformance with the rules of council. The council may punish or expel any member for disorderly conduct or violation of its rules, including violations of ORC 731.02, or declare his seat vacant for absence without valid excuse, where such absence has continued for two months.

No expulsion shall take place without the concurrence of two thirds of all the members of Council, and until the delinquent member has been notified of the charge against him and has had an opportunity to be heard.

If the qualifications of any council member are in question pursuant to ORC 731.02 and ORC 731.44, Council shall hold a hearing at the next regular meeting provided two-thirds of the current members of the legislative authority vote to hold such hearing. Except that Council may extend the hearing pending the results of an investigation if so, ordered by two-thirds of the current members of the legislative authority. Council shall also have full authority over the process, including but not limited to, issuing subpoenas, compelling the attendance of persons and production of documents. No Council member may be removed unless by a two-thirds vote of the current members of the legislative authority.

Rule 17: **Yeas and Nays:** On the passage of every ordinance or resolution and on the appointment of every officer, the vote shall be taken by Yeas and Nays and entered upon the record by the Clerk of Council. On any other question, the Yeas and Nays shall be entered upon the record on the request of any member and seconded by another member.

Upon the call of Yeas and Nays, the Clerk shall call the names of the Ward 1 Member, Ward 2 Member, Ward 3 Member, Ward 4 Member, and At-Large Members in alphabetical order. Once the roll call for Yeas and Nays has begun, voting shall not be interrupted.

For the purposes of order, the seating arrangements shall be as follows from left to right as the public faces the panel: 1st Ward, 2nd Ward, 3rd Ward, 4th Ward and Council-At-Large representatives shall be seated in alphabetical order by last name.

Rule 18: **Change of Vote:** Before the announcement of the vote on any measure, the Clerk shall read the Yeas and Nays, at which time, any member (s) may, on account of error, may change, his/her vote; but no council member shall be permitted to change his/her vote as recorded after the President of Council has verified the result and declared the disposition of the measure.

Rule 19: **Right to the Floor:** When any member is about to address council, he/she must first address himself/herself to the President of Council, and once recognized by the Chair, shall confine himself/herself, to the question under discussion, avoid personalities and refrain from impugning the motives of any other members argument (s) or vote.

Rule 20: **Time Limitation of Speaking:** No member of council shall be permitted to speak for a longer time than fifteen (15) minutes at any one time without the permission of council. No member shall speak more than once on the same motion until every other council member desiring to speak on the motion has had an opportunity to go so. Nor shall the Mayor or any director speak for longer than fifteen (15) minutes upon the same motion, ordinance, resolution, or question without the consent of Council.

Rule 21: **Member call to Order:** If any member, while speaking or otherwise, transgresses the rules of council, said members shall be called to order by the President of Council. Any

member raising a point of order may call attention to such transgressions to the President of Council. The point of order shall be decided upon by the President without debate.

- Rule 22: **Right of Appeal:** Any member may appeal to the council a ruling by the presiding officer, and is such appeal is seconded, the member making the appeal may briefly state his/her reason, and the presiding officer may explain his/her ruling, but there shall be no debate on the appeal and no member shall participate in the discussion. The presiding officer shall then put the question to a vote;
“Shall the decision of the chair be sustained?”
If a majority of members present to vote, vote Yea, the ruling of the chair is sustained, otherwise, the decision is over-turned.
- Rule 23: **Member may read from a book, etc...:** Any member while discussing a question, may read from a book, paper, document, or any other material pertinent to the subject matter under construction.
- Rule 24: **Division of Question(s):** If the question under consideration contains two or more divisible propositions, the presiding officer may, and/or upon the request of a member, shall divide the same, but a motion to strike out a provision and insert a substitute is not dividable.
- Rule 25: **Personal Privilege:** Any member may be recognized by the chair in order to explain a matter of personal privilege, he/she shall not discuss the question or issue in such explanation. Such explanation shall not consume more the five (5) minutes of time unless additional time is extended by a majority vote of all the members of council present. Matters of personal privilege shall yield only to a motion to recess or adjourn.
- Rule 26: **Recording of Vote of Council:** No person other than the Clerk and/or Assistant Clerk shall be permitted at the clerk’s desk while the Yeas and Nays are being recorded.

V. MOTIONS

- Rule 27: **Purpose and Form:** Motions shall be used only to expedite the orderly transaction of the business of council and shall not be substituted for resolutions or ordinances. The form of all motions shall be *“I move that...”* followed by the substance (s) of the motion. Upon demand of any member, any motion shall be reduced to written form by the Clerk. Any such motion shall be rescinded by the maker with the consent of the member who seconded the motion before it has been amended or acted upon.
- Rule 28: **Precedence of Motions:** When a question is before council, with the exception of a motion to suspend the rules, no motion shall be entertained except the following:
- a. To adjourn
 - b. To fix the hour of adjournment
 - c. For the previous question
 - d. To table
 - e. To postpone to a day certain
 - f. To postpone indefinitely
 - g. Reconsideration
 - h. To refer to a committee
 - i. To amend

These motions shall have precedence in the order indicated. The motion to adjourn and the motion for the previous question shall be put a vote without debate, the motion to fix the hour of adjournment shall be debated only as to the time of such adjournment and all other motions shall be debatable.

- Rule 29: **The previous question:** The motion for the previous question shall require a majority vote of all members of council, shall be considered only once, may be renewed after intervening business, shall take precedence over all debatable questions and shall be in order to prevent amendment of undebatable questions. When the previous question is moved and seconded by one member it shall be put as follows: *“Shall the main question now be put?”* There shall be no further debate or amendment; but pending amendments shall be put in their order before the main question: If the main question, *“Shall the main question now be put?”* be decided in the negative, the main question remains before council.

- Rule 30: **Motion to Table:** The motion to table shall not dispose of the legislation against which it is invoked unless it is not brought back before council by a motion to take from the table by the end of the Council term it was introduced. A motion to table shall require a majority vote of all members present.
- Rule 31: **Motion to postpone to a day certain:** A motion to postpone to a day certain shall require a majority vote of the members present; shall be subject to reconsideration, may be renewed after intervening business; shall be debatable as to the propriety of postponement, but not upon the merits of legislation, and may be amended by changing the date. Upon arrival of the date to which postponed legislation shall be considered in the regular order of business that day.
- Rule 32: **Motion to postpone indefinitely:** The motion to postpone indefinitely shall have the same effect as a motion to table and shall require a majority vote of all members of council present. Motion to postpone indefinitely shall not be considered; shall be debatable and shall open the legislation to debate; may be renewed after intervening business and may not be amended or laid on the table and shall be subject to the previous question.
- Rule 33: **Reconsideration:** After the decision of any question, any member who voted with the majority may move to reconsider any action at the same or next succeeding meeting, provided, however, that a resolution authorizing or relating to any contract may be reconsidered at any time before the final execution thereof. A motion to reconsider shall require the same number of votes as if acted upon, no other motion for reconsideration thereof shall be made without the unanimous consent of the members present. Notwithstanding the foregoing, no motion for reconsideration may be considered once legislation is concluded and Council has begun miscellaneous remarks.

VI. Ordinances & Resolutions

- Rule 34: **Form of Ordinances:** The enacting clause of all ordinances shall be ***“Be it ordained by the Council of the City of Niles...”*** except those submitted by initiative petition which shall be ***“Be it ordained by the citizens of the City of Niles...”*** All ordinances or resolutions shall be submitted in a typed format. No ordinance, resolution, or section thereof shall be revised or amended unless the new ordinance or resolution contains the entire ordinance or resolution, or section revised or amended, and the original ordinance, resolution or sections so amended shall be repealed.
- Rule 35: **Emergency Ordinance:** If an emergency ordinance or resolution fails to receive two-thirds) affirmative (YEAS) votes of the current members of the legislative authority, such measure shall cease to be before council as an emergency measure and shall have the standing that a measure would have if it had not been read as an emergency measure. The vote of suspension shall be called by roll and the Yeas and Nays shall be recorded.
- Rule 36: **Referral to Committee:** All ordinances or resolutions shall be read by caption during the meeting when introduced unless it is declared to be read as an emergency measure and unless otherwise ordered by council, shall be referred by the presiding officer to the appropriate committee, which reference shall be announced forthwith by the clerk. The committee (s) to which the referral shall, after due consideration, report the same back with or without amendments and with recommendations for approval or disapproval. When so reported, such ordinances or resolution shall, unless otherwise ordered, be read a second time by title only and laid over until the next meeting of council, when the same shall be read a third time in full and a vote taken thereon.
- Rule 37: **Three Readings:** No ordinance or resolution shall be passed until it has been read on three consecutive meeting days unless the reading on three separate days has been dispensed with by a suspension of the rules with three-fourths of the current members of the legislative authority.
In the event an Ordinance or Resolution that has received its first or second reading is inadvertently not presented in the next regular council meeting immediately following a reading, absent objection, it will be read at the next available regular meeting. In the event the Ordinance or Resolution is not presented at the next available regular meeting then it will be considered tabled.
- Rule 38: **Appropriation Ordinances:** Ordinances making appropriations shall be confined to the subject of appropriation. No money shall be appropriated except by ordinance. All ordinances for fixing a tax rate, the appropriation of money, the issuance of bonds, the

transfer of money to any fund, or the payment of claims; and all resolutions and ordinance whereby the city shall become liable for the payment of money, shall only be sponsored by the finance committee by either the chairperson of the committee, the majority of the other members of the finance committee, or upon four members of council representing council as a whole.

- Rule 39: **Amendments:** Prior to adoption of a resolution or ordinance, it shall be in order to amend a resolution or ordinance at any time when a motion is made by a member of council and seconded by another member. A majority vote of all members of council shall be necessary for the adoption of an amendment to any legislation.
- Rule 40: **Adoption:** All resolutions and ordinances shall require for passage or adoption a majority vote of all members of council, unless required by law. The vote on adoption shall be taken by roll call and Yeas and Nays shall be recorded by the clerk and entered into the record of the meeting. The presiding officer shall affirm the passage or failure of such measure.
- Rule 41: **Signing of Ordinances- Resolutions:** All ordinances and resolutions adopted by council shall be signed by the President of Council, the Clerk of Council and presented to the Mayor by the Clerk for his/her signature. The clerk is required to present all legislation to the Mayor within twenty-four (24) hours of passage of such measures.
- Rule 42: **Action on Mayor's Veto:** When the Mayor refuses to sign an ordinance or resolution, or part thereof and returns such ordinance or resolution to the council, the Mayor must provide, in writing to the respective committee chairperson, his/her objection (s) to such measure, the council shall at the next meeting following the meeting at which such vetoed ordinance or resolution is returned, if such meeting shall occur not less than fourteen (14) days after receipt of such ordinance or resolution, proceed to reconsider the same. After adoption of the motion so to reconsider, the question shall be stated:
"Shall ordinance #___ (Resolution #___) be adopted notwithstanding the veto of the Mayor?"
The presiding officer shall call:
"Those voting Yea to override the Mayor's veto. Will the Clerk please call the roll."
If two-thirds of all members of council vote Yea, such ordinance or resolution vetoed by the Mayor shall take effect with his signature.
- Rule 43: **Status of Pending Measures:** The Clerk of Council shall keep the members of council informed regarding the status of pending measures by preparing a typed agenda for each meeting, listing the status of pending measures, which will include the following information:
- a. Number, sponsoring committee, committee members requesting member (s). All sponsoring member (s) of each measure shall have his/her name listed on the resolution/ordinance under sponsoring committee.
 - b. All ordinances and resolutions to be acted upon by council shall be delivered (emailed) no later than 4:00 P.M. on the Monday preceding the first and third Wednesday of each month. The Clerk of Council shall provide a final agenda to the media and Council no later than 24 hours prior to the meeting.
 - c. All ordinances and resolutions requested by a member of council must be submitted to the Clerk or Law Director by 4:00 p.m. on the Friday prior to the regularly scheduled meeting. Ordinances and resolutions may be requested by the Chairperson of the committee or two members of the committee or four members of council from various committees as council as a whole. Sponsoring members shall have their names affixed to the ordinance or resolution.
 - d. Sponsoring member (s) of a Pending Measure may have the draft removed from the tentative agenda by contacting the Clerk of Council no later than twenty-for (24) hours prior to the pending council meeting. Otherwise, the draft may be removed by amendment of the agenda prior to the presentation of legislation.
- Rule 44: **Publication requirements of Council:** (O.R.C. 731.21) After passage of all legislation, and the affixing of signatures by the President of Council, Clerk of Council, Mayor or an Override of a Mayoral Veto, this legislation shall be forwarded to the Law Director's Office by the Clerk of Council, no later than ten (10) days from the date of the council meeting. The Law Director's Office shall be responsible for completion of summaries and submission to the local newspaper for publication.

VII. ADMINISTRATIVE OFFICERS

Rule 45: **Attendance Required:** Pursuant to ORC 733.06, The Mayor, Service Director, Safety Director, the Chief of Police, the Fire Chief, the Auditor, the Treasurer, and the Law Director are required to attend the regular meetings of council. All department supervisors are not required to attend regular meetings unless specifically requested by the Legislative Authority through the Mayor to answer questions relating to the affairs of the City under their respective supervision and control as may be put to them by any members of council. The Mayor shall be entitled to take part in the discussion on all questions before council. The Department Supervisors shall be entitled to take part in discussions on all questions relating only to their respective department. Should a Department Supervisor wish to be excused, he/she must contact the Clerk of Council prior to the meeting.

Excusal from council meetings shall be made by motions and acted upon by council. A majority vote of members present is necessary for approval.

Rule 46: **Reports of City Officers:** All ordinances, resolution and communications pertaining to matters that come under the supervision and control of the Mayor and Department Supervisors shall in addition to being referred to the proper committees, be also referred to such respective administrative officers for recommendation and report. Every such officer to whom any such matter is referred shall report to council. All reports from city officers suggesting or recommending action by council shall, unless otherwise ordered by council, be referred to the appropriate committee for consideration, which shall be made, without delay.

VIII. MISCELLANEOUS

Council elect: Following the certification of the general election in November prior to commencement of each Council term, any Council elect shall be entitled to attend any committee or regular meetings of council and participate, with the exception of voting, as any other Council member may participate as determined by the Chair of the committee. Additionally, Council Elects are entitled to participate and vote on sponsorship for committee assignments and rule changes at any meeting of Council to determine such matters.

City of Niles, Ohio

SPONSORED BY: UTILITIES COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 47-26

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR, ACCEPT, AND ENTER INTO A WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA) AGREEMENT ON BEHALF OF THE CITY OF NILES FOR PLANNING, DESIGN AND/OR CONSTRUCTION OF WATER FACILITIES; AND DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN; AND, DECLARING AN EMERGENCY.

WHEREAS, the City of Niles seeks to upgrade its existing wastewater facilities; and

WHEREAS, the City of Niles intends to apply for Water Supply Revolving Loan Account (WSRLA) for the planning, design and/or construction of the water facilities; and

WHEREAS, the City is applying for \$10 million and if the City is qualified as a disadvantaged community, then they are eligible for a 53% principal forgiveness over the total amount awarded; and

WHEREAS, this will be an increased line item outlined in the annual Water Budget beginning 2027 through 2057.

WHEREAS, the Ohio Water Supply Revolving Loan Account (WSRLA) requires the government authority to pass legislation for application of a loan and the execution of an agreement as well as designating a dedicated repayment source.

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

SECTION 1: That the Mayor is hereby authorized to apply for a WSRLA loan, sign all documents for and enter into a Water Supply Revolving Loan Account (WSRLA) with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of water facilities on behalf of the City of Niles, Ohio.

SECTION 2: That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, thereof, for the reason that it is immediately necessary to submit the application as it is due by March 20th, 2026, and provided it receives the necessary affirmative votes as required by the passage and be in force at the earliest period 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 _____, 2026 and signed by me as such Mayor on this _____ day of _____, 2026.

MAYOR

City of Niles, Ohio

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

DRAFT NO. 48-26

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF NILES TO ENTER INTO AN ANNEXATION AGREEMENT WITH JRD HOLDINGS FOR AN EXPEDITED TYPE I ANNEXATION; AND, DECLARING AN EMERGENCY.

WHEREAS, JRD Holdings owns approximately 50 acres of land in Weathersfield Township and approximately 12 acres of land in Howland Township, as more fully described in the Annexation Agreement attached; and

WHEREAS, JRD Holdings desires to annex the property into the City of Niles; and

WHEREAS, O.R.C. §709.022 provides for the expedited annexation of property with the consent of all parties and a written annexation agreement (Expedited Type I Annexation); and

WHEREAS, the City of Niles desires to enter into an agreement with Weathersfield Township, Howland Township and JRD Holdings to facilitate the filing of an Expedited Type I annexation petition and memorialize the terms of their agreement with regard to the annexation of the property into the City of Niles.

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

SECTION 1: Council hereby authorizes the City of Niles to enter into an Annexation Agreement with JRD Holdings for approximately 62 acres of land in Weathersfield Township and Howland Township, as required for an Expedited Type I Annexation pursuant to O.R.C. §709.022.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare to allow the parties to enter into the agreement at the earliest possible date as to not delay the Expedited Type I Annexation pursuant to O.R.C. §709.022. 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 _____, 2026 and signed by me as such Mayor on this _____ day of _____, 2026.

MAYOR

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement (hereinafter "Agreement") is made and entered into pursuant to Ohio Revised Code §709.192, §709.021 and §709.022 and is effective the date last signed by a Party ("Effective Date"), between the City of Niles ("City"), duly authorized by Ordinance No. _____, Weathersfield Township, duly authorized by Resolution No. ____ Howland Township duly authorized by Resolution _____, (jointly hereinafter "Townships"), and JRD Holdings, an Ohio Partnership, (hereinafter "JRD") each a "Party" and collectively the "Parties".

WHEREAS, JRD owns approximately fifty (50) acres of land located in Weathersfield Township, Permanent Parcel Nos. 24-321261 and 24-321262 and approximately twelve (12) acres of land located in Howland Township, Trumbull County, Ohio, Permanent Parcel Nos. 28-573400 and 28-573401, as depicted on the Annexation map attached hereto as Exhibit A and made a part hereof (collectively, the "Property"); and

WHEREAS, JRD desires to annex the Property into the City; and

WHEREAS, the City and Townships desire to cooperate in creating housing development and to foster economic development that will benefit the residents of both the City and the Townships; and

WHEREAS, O.R.C. §709.022 provides for the expedited annexation of property with the consent of all parties and a written annexation agreement (Expedited Type I Annexation) and the City, Townships, and JRD have agreed to the terms of this Annexation Agreement to facilitate the filing of an Expedited Type 1 annexation petition and memorialize the terms of their agreement with regard to the annexation of the Property into the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City, Townships, and JRD hereby agree as follows:

1. Property Defined.

- a) This Agreement is applicable to the JRD Property consisting of approximately fifty (50) acres of land located in Weathersfield Township Permanent Parcel Nos. 24-321261 and 24-321262 and approximately twelve (12) acres of land in Howland Township, Permanent Parcel Nos. 28-573400 and 28-573401, all in Trumbull County, Ohio, as depicted on the map attached hereto as Exhibit A and made a part hereof, and the boundaries of the Property shall not be changed except by written amendment to this Agreement.
- b) The Parties irrevocably agree that although the Property will be annexed as an Expedited Type I Annexation, the Property shall be treated for all purposes as though it were annexed as an Expedited Type II Annexation. The property shall become part of the City but shall not be excluded from the Townships. The City shall not take action under O.R.C. §503.07 or any other statute to conform the boundaries of the City with respect to the Property, the Townships shall not take action under O.R.C. §503.09 to exclude the Property from the Townships, JRD shall not agree to exclude the Property from the Townships, and the Property shall remain in both the Townships and the City.
- c) Notwithstanding the conditions in paragraph b, the Townships agree that JRD will be permitted to receive in full any and all economic development incentives

including but not limited to any and all tax abatements, tax incremental financing incentives, CRA or any other economic development tool that is currently available or may be available in the future provided that the abatement, payment in lieu of taxes, or any other tax incentive does not exceed 75 percent of the increased property tax value whether on the land or improvement. The developer agrees not to apply for any economic development incentives that exceed 75 percent of the increased property tax value whether on the land or improvements, unless all parties agree to such incentives in writing prior to any application for such an incentive.

2. Consent to Annexation.

(a) JRD intends to file an annexation petition with the Trumbull County Board of Commissioners (“Commissioners”) requesting Annexation of the Property to the City (“Annexation”) as an Expedited Type 1 Annexation under O.R.C. §709.022, and this Annexation Agreement shall be submitted with the petition. The Annexation will be submitted as an Expedited Type I Annexation subject to the terms of this Agreement.

(b) The Townships consent to the Annexation of the Property on the terms as set forth in this Agreement.

(c) The City consents to the annexation of the Property to the City, and upon annexation, to provide police, fire and 911 services as approved by the City, road maintenance, power (electric - when and if available), zoning, water. EMS shall be provided as is currently provided in other areas of the City.

(d) JRD, the City and the Townships agree to cooperate and provide information necessary for the Commissioners for their review and approval of the Annexation. Should the Annexation petition be granted by the Commissioners, JRD, the City and the Townships agree to further process the annexation as required by law, subject to the terms of this Agreement.

3. The Townships’ Taxes. This Agreement is intended to provide the Townships with the tax revenue they would have received from the Property if the annexation had taken place as an Expedited Type II Annexation under O.R.C. §709.023, as the Property shall not be excluded from the Townships, with the exception of any abatements, CRA, TIF PILOT payments or other tax incentives provided those incentives do not exceed 75 percent of the new value as outlined above.

4. Zoning. Upon annexation the City shall be solely responsible for the zoning of the Property.

5. Cooperation. The Parties agree to cooperate with one another and use their best efforts in the implementation of this Agreement and to sign or cause to be signed in a timely fashion, all necessary instruments, legislation and similar documents, and to take such other actions as are necessary to effectuate the purposes of this Agreement. If this Agreement is challenged by any third party in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement and its provisions.

6. Default, Opportunity to Cure, Remedies. A failure to comply with the terms of this Agreement shall constitute a default. If any Party believes another Party has failed to perform its part of any provision of this Agreement, that Party shall give notice to the other Parties clearly stating what breach they believe has occurred. The Parties shall meet and attempt to resolve the dispute. If they are unable to resolve the matter, the Party receiving the notice shall have ninety

(90) days to cure the breach. If the breach has not been cured within that ninety-day period, the Party that sent the notice may sue the defaulting Party in Trumbull County Court of Common Pleas for specific enforcement or injunctive relief or damages or both and may pursue such other remedies as may be available at law or in equity.

7. Miscellaneous:

(a) Term. The Initial Term of this Agreement shall be for ninety-nine (99) years after the Effective Date. Unless a Party notifies all other Parties between twelve and six months prior to the expiration of the Initial Term or any subsequent renewal term of their desire to terminate this Agreement at the expiration of said term, this Agreement shall automatically renew for consecutive terms of twenty (20) years each, with no limit on the number of renewal terms.

(b) No Precedential Effect. This Agreement is unique to the Property and shall not be cited or relied upon as precedent for future annexations involving the Townships.

(c) Periodic Project and Intergovernmental Review. Every five (5) years following the Effective Date, the Parties shall meet and discuss the status of the development project and the development progress, land use outcomes, service coordination, and infrastructure planning. The Parties shall use these meetings to maintain communication and as an opportunity to improve their cooperation and collaboration. Failure to meet shall not be construed as a material breach of this Agreement. No such meetings will result in any changes to any of the duties of, nor in any additional requirements upon, the developer. These meetings are intended to be intergovernmental in nature.

(d) Waiver. The failure of any Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right hereunder, nor shall it deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

(e) Execution. This Agreement may be executed in one or more counterparts by any Party hereto and by all Parties hereto in separate counterparts, each of which, when so executed and delivered to the other Parties, shall be deemed an original. All such counterparts together shall constitute one and the same instrument.

(f) Construction. This Agreement contains the entire agreement among the Parties hereto with respect to the subject matter set forth herein. No modification, amendment, alternation, or addition shall be made to this Agreement except in a writing duly executed by all Parties and approved through official legislative action of both the City and Townships.

(g) Notices. All notices shall be in writing and shall be deemed to be given if actually received or if hand-delivered or sent by mail requiring signed receipt. Notices shall be addressed as follows or to at such other address as subsequently provided to the other Parties in writing:

City of Niles: Mayor Steve Mientkiewicz, City Building, 34 West State Street, Niles Ohio 44446

Townships: Dr. David Rouan - Weathersfield Township Administrator, 1451 Prospect Street, Mineral Ridge, OH 44440

James Pantalone - Howland Township Administrator, 205 Niles Cortland Rd, Warren OH 44484

JRD: 304 Vienna Ave, Niles OH 44446

(h) Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. All claims will be decided in the Court of Common Pleas of Trumbull County, Ohio.

(i) No Third-Party Beneficiary. The provisions of this Agreement are for the exclusive benefit of the City, JRD and the Townships and not for the benefit of any other person or entity, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any other person or entity.

(j) Binding Effect. This Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Remainder of Page Intentionally Left Blank]

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be executed by their duly authorized officers on the respective date(s) written below.

THE CITY OF NILES

By: _____

Its: _____

Date: _____

WEATHERSFIELD TOWNSHIP

By: _____

Its: _____

Date: _____

HOWLAND TOWNSHIP

By: _____

Its: _____

Date: _____

JRD HOLDINGS, an Ohio Partnership

By: _____

Its: _____

Date: _____

STATE OF OHIO :
COUNTY OF _____ : SS

Personally appeared before me, the undersigned, a Notary Public in and for said County and State _____, known or proven to me to be the _____ of JRD Holdings, an Ohio Partnership, who executed the foregoing instrument for and on behalf of said corporation, being thereunto duly authorized by its managing member(s).

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____ on _____, 2026.

Notary Public
(Seal)

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 49-26

ORDINANCE NO. _____

AN ORDINANCE APPROVING A THEN AND NOW PAYMENT REQUEST FOR SUMMIT SUPPLY FOR REPAIR OF EMERGENCY WATER MAIN BREAKS; AND, DECLARING AN EMERGENCY.

WHEREAS, there were multiple emergency water main breaks that needed repaired; and

WHEREAS, the invoices relating to the repair of the water main breaks are due and payable (see attached); and

WHEREAS, Council desires to make payment to Summit Supply in the total amount of \$28,825.00.

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

SECTION 1: Council hereby authorizes the Auditor to submit payment to Summit Supply in the amount of Twenty Eight Thousand Eight Hundred Twenty-Five Dollars and 00/100 (\$28,825.00).

SECTION 2: This Ordinance is declared to be an emergency measure in the interest of the public health, safety and welfare as the invoice for Summit Supply is due and payable. 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 _____, 2026 and signed by me as such Mayor on this _____ day of _____, 2026.

MAYOR

01/07/2019

Emergency Expense Approval

Appendix A

Date: 2/24/2026

Vendor: Summit Supply

Dollar Amount: \$5,650.00

Reason for Expense:

EMERGENCY THEN A/NOW
CALL OUT 8:15 PM TUESDAY 2/23/2026 BROKEN
WATER MAIN ON RAVENWOOD. WATER DEPT
WAS ON MULTIPLE BREAKS AT THIS TIME
AND DID NOT HAVE THE MANPOWER TO
COVER IT ALL.

Approval:

[Signature]
Departmental Supervisor

[Signature]
Service/Safety Director

*This form must be submitted along with original receipt and Purchase Order if applicable for payment

E-mailed To
Kevin To Check
This + pass on
To Law Directors
Office 2-26-26

Summit Supply
403 N Main St
Niles, OH 44446 USA

Nina
2/24/24

BILL TO
City of Niles
34 West State St
Niles, OH 44446

130795

DATE 02/06/2026

DUE DATE 02/06/2026

JOB REFERENCE:
Ravenwood Dr SE

PMT METHOD
Check

DATE	ACTIVITY	ITEM DESCRIPTION	AMOUNT
	Contracted Services	Call out 815pm 2/3/26 for broken water main on Ravenwood. Mobilize equipment and crew. Repairs completed 6am next morning. Includes labor and equipment. 1 @ \$5,650.00	5,650.00

Contact Information:

Call or Text 24/7
330.233.1030 or 330.233.1033

SUBTOTAL 5,650.00
TAX 0.00
TOTAL 5,650.00

TOTAL DUE \$5,650.00

Received by _____

01/07/2019

Emergency Expense Approval

Appendix A

Date: 2-26-26

Vendor: Summit Supply

Dollar Amount: \$5,100.00

Reason for Expense:

EMERGENCY (HFN-N-NDU) INVOICE #130803
CALL OUT Feb 14 WATER LINE BREAK AT ROUTE 410
BY TOYOTA
Unable to get enough guys out on overtime to
do this work

Approval:


Departmental Supervisor


Service/Safety Director

*This form must be submitted along with original receipt and Purchase Order if applicable for payment

Summit Supply
403 N Main St
Niles, OH 44446 USA

BILL TO
City of Niles
34 West State St
Niles, OH 44446

130803

DATE 02/20/2026

DUE DATE 02/20/2026

PO NUMBER
Emergency Call Out

REQUESTED BY:
Niles Water Dept

JOB REFERENCE:
RT 46 Toyota

DATE	ACTIVITY	ITEM DESCRIPTION	AMOUNT
	Contracted Services	Call out 8 am 2/14/2026 for waterline break at RT 46. Excavate to locate and repair. Unable to shutdown water. Repairs completed 430pm. , 1 @ \$5,100.00	5,100.00

Contact Information:

Call or Text 24/7
330.233.1030 or 330.233.1033

SUBTOTAL 5,100.00
TAX 0.00
TOTAL 5,100.00

TOTAL DUE \$5,100.00

Received by _____

01/07/2019

Emergency Expense Approval

Appendix A

Date: 2-26-26

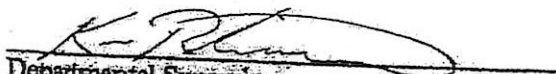
Vendor: Summit Supply

Dollar Amount: \$14,475.00

Reason for Expense:

EMERGENCY THEN-N-NOW TANK #130799 W PARK Fuel meter
BROKEN SERVICE LINE 2/9/26
UNABLE TO GET ENOUGH GUYS OUT ON OVERTIME
TO DO THIS WORK

Approval:


Departmental Supervisor


Service/Safety Director

*This form must be submitted along with original receipt and Purchase Order if applicable for payment

Summit Supply
403 N Main St
Niles, OH 44446 USA

BILL TO

City of Niles
34 West State St
Niles, OH 44446

130799

DATE 02/14/2026

DUE DATE 02/14/2026

PO NUMBER

KR-Emergency Call Out

REQUESTED BY:

Kevin Robertson

JOB REFERENCE:

W. Park Fuel Mart

DATE	ACTIVITY	ITEM DESCRIPTION	AMOUNT
	Contracted Services	Call out for broken service line 2/9/2026: Saw cut roadway, remove existing lead waterline and curb stop, underground bore from from main line to customer service line. Backfill and compact excavation, pour 6" concrete base and 4" cold patch pavement as per city spec. , 1 @ \$14,475.00	14,475.00

Contact Information:

Call or Text 24/7
330.233.1030 or 330.233.1033

SUBTOTAL 14,475.00

TAX 0.00

TOTAL 14,475.00

TOTAL DUE **\$14,475.00**

Received by _____

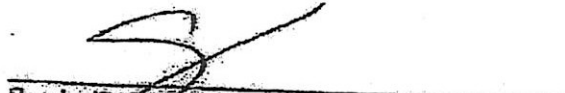
Emergency Expense ApprovalAppendix ADate: 2-26-26Vendor: SUMMIT SUPPLYDollar Amount: 3,600.00

Reason for Expense:

EMERGENCY THERM-N-VALVE TINY #130805
EMERGENCY CALL OUT 2/26/26 GARLAND ST.
WATER LINE BREAK UNABLE TO GET ENOUGH
GUYS OUT ON OVERTIME TO DO THIS WORK

Approval:


Departmental Supervisor


Service/Safety Director

*This form must be submitted along with original receipt and Purchase Order if applicable for payment

Summit Supply
403 N Main St
Niles, OH 44446 USA

BILL TO
City of Niles
34 West State St
Niles, OH 44446

130805

DATE 02/23/2026

DUE DATE 02/23/2026

PO NUMBER
Emergency Call Out

REQUESTED BY:
Kevin R

JOB REFERENCE:
Garland St

DATE	ACTIVITY	ITEM DESCRIPTION	AMOUNT
	Contracted Services	Call out 3pm 2/22/2026: Excavate to make repairs to main waterline. Repairs completed 10pm. , 1 @ \$3,600.00	3,600.00

Contact Information:

Call or Text 24/7
330.233.1030 or 330.233.1033

SUBTOTAL 3,600.00
TAX 0.00
TOTAL 3,600.00

TOTAL DUE \$3,600.00

Received by _____

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 50-26

ORDINANCE NO. _____

AN ORDINANCE APPROVING A THEN AND NOW PAYMENT REQUEST FOR LEE’S EXCAVATING FOR REPAIR OF AN EMERGENCY WATER MAIN BREAK; AND, DECLARING AN EMERGENCY.

WHEREAS, there was an emergency water main break that needed repaired; and

WHEREAS, the invoice relating to the repair of the water main break is due and payable (see attached); and

WHEREAS, Council desires to make payment to Lee’s Excavating in the amount of \$4,330.60.

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

SECTION 1: Council hereby authorizes the Auditor to submit payment to Lee’s Excavating in the amount of Four Thousand Three Hundred Thirty Dollars and 60/100 (\$4,330.60).

SECTION 2: This Ordinance is declared to be an emergency measure in the interest of the public health, safety and welfare as the invoice for Lee’s Excavating is due and payable. 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 _____, 2026 and signed by me as such Mayor on this _____ day of _____, 2026.

MAYOR

01/07/2019

Emergency Expense Approval

Appendix A

Date: 2/27/26

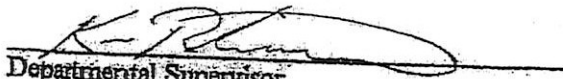
Vendor: Lee Excavating

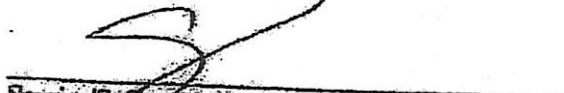
Dollar Amount: 4,330.60

Reason for Expense:

We were on another hook at the time
and did not have significant enough
man power to coordinate 2 crews to
work simultaneously. Invt # 11085.

Approval:


Departmental Supervisor


Service/Safety Director

*This form must be submitted along with original receipt and Purchase Order if applicable for payment

LEE'S EXCAVATING, INC.
 5854 WARREN SHARON RD.
 BROOKFIELD, OH 44403

330-448-8085

INVOICE	
Date	Invoice #
2/5/26	11085

Bill To
City of Niles Water Dept. ATTN: Dave Liste 34 West State St Niles, Ohio 44446

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
	City of Niles Water Dept		
	2-5-26		
	-Emergency water line repair at 3328 Main St Mineral Ridge Ohio		
	-Had to chase to find leak from Directional Drill Co		
8	Supervisor Double Time	82.90	663.20
8	Equipment Operator Double Time	98.00	784.00
8	3 Laborers Double time	208.80	1,670.40
8	Kobelco SR 75	51.00	408.00
8	Dump Truck	34.00	272.00
8	Dump Truck	34.00	272.00
8	Service Van	30.00	240.00
4	Water Pump	5.25	21.00
	Ferguson 1- 3/4" Union	0.00	0.00
		Total	\$4,330.60

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 51-26

ORDINANCE NO. _____

AN ORDINANCE APPROVING A THEN AND NOW PAYMENT REQUEST FOR JS BOVA EXCAVATING LLC FOR REPAIR OF AN EMERGENCY WATER MAIN BREAK; AND, DECLARING AN EMERGENCY.

WHEREAS, there was an emergency water main break that needed repaired; and

WHEREAS, the invoice relating to the repair of the water main break is due and payable (see attached); and

WHEREAS, Council desires to make payment to JS Bova Excavating LLC in the amount of \$8,035.00.

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

SECTION 1: Council hereby authorizes the Auditor to submit payment to JS Bova Excavating LLC in the amount of Eight Thousand Thirty-Five Dollars and 00/100 (\$8,035.00).

SECTION 2: This Ordinance is declared to be an emergency measure in the interest of the public health, safety and welfare as the invoice for JS Bova Excavating LLC is due and payable. 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 _____, 2026 and signed by me as such Mayor on this _____ day of _____, 2026.

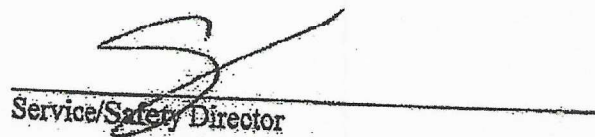
MAYOR

Emergency Expense ApprovalAppendix ADate: 2/23/20Vendor: J.S. Bates Excavating, LLC.Dollar Amount: \$8,035.00

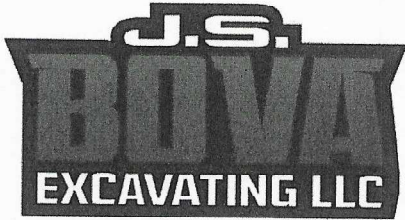
Reason for Expense:

Unable to get water dept. workers to come out
on overtime. Contracted services were needed
to make the emergency repairs in this area
directly affect Eastern Mail. Capital cost
needed as it exceeds the threshold.

Approval:


Departmental Supervisor
Service/Safety Director

*This form must be submitted along with original receipt and Purchase Order if applicable for payment



J.S. BOVA EXCAVATING, LLC
235 STATE STREET
STRUTHERS, OH 44471
(234) 254-4040 Fax: (234) 254-4450
www.jsbova.com

Invoice

Invoice Number
1002
Invoice Date
2/19/2026
JSB Job No.
26-MISC1

Bill To: CITY OF NILES
KEVIN ROBERTSON
34 W STATE STREET

Re: 2026 MISC WORK

NILES, OH 44446

Email: krobertson@thecityofniles.com;dlste02@the
Fax: () -

Cust No: 30170

Description	Qty	U/M	Unit Price	Price
DATE OF WORK: 2.7.26				
LOCATION OF WORK: CORNER OF RT 422 & PARK AVE				
DIG UP AND REPAIR WATERLINE IN NILES. SUPPLIED LABOR, EQUIPMENT & 8 TONS OF STONE	1.00	LS	8,035.00	8,035.00

*NOTE: J.S. BOVA EXCAVATING MAY LEAVE DIRT MOUNDED TO ALLOW THE AREA TO SETTLE.

*NOTE: J.S. BOVA EXCAVATING WILL MAKE THE NECESSARY CALL TO OUPS TO MARK OUT ANY UTILITIES IN THE AREA. IT IS THE RESPONSIBILITY OF THE OWNER TO MARK OUT ANY ADDITIONAL LINES OR SERVICES THAT WERE NOT MARKED OUT BY THE ONE CALL SYSTEM. THESE INCLUDE BUT ARE NOT LIMITED TO UNDERGROUND SPRINKLER SYSTEMS, INVISIBLE DOG FENCES, AND LANDSCAPE LIGHTS. IF THESE ARE NOT MARKED OUT APPROPRIATELY BY THE OWNER, IT WILL NOT BE THE RESPONSIBILITY OF J.S. BOVA EXCAVATING TO REPLACE/REPAIR IF DAMAGED.

*NOTE: LAWN RESTORATION IS NOT INCLUDED IN THE PRICE UNLESS SPECIFICALLY NOTED.

*NOTE: J.S. BOVA EXCAVATING IS NOT RESPONSIBLE FOR ANY MISMARKED OR UNMARKED LINES, PERMITS OR FEES. UNLESS OTHERWISE NOTED.

Thank you for your business!

TOTAL DUE: \$ 8,035.00

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 52-26

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE PURCHASE OF PISTOL REPLACEMENTS FOR THE NILES POLICE DEPARTMENT THROUGH STATE PURCHASING; AND, DECLARING AN EMERGENCY.

WHEREAS, the Police Department seeks authority for the purchase pistol replacements for a total of \$29,530.00 (Quotes attached as Exhibit A); and

WHEREAS, Council desires to authorize the purchase of the pistols through the Ohio Cooperative Purchasing Program for the 2026 calendar year, when funds are available in the appropriate accounts or otherwise permitted by law.

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

SECTION 1: Council hereby authorizes the purchase of pistol replacements through the Ohio Cooperative Purchasing Program for the 2026 calendar year, in the total amount of \$29,530.00.

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 the pistols can be purchased at the earliest possible date. 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 _____, 2026 and signed by me as such Mayor this _____ day of _____, 2026.

MAYOR



Send PO's To: 3723 Cleveland Ave
Columbus, OH 43224
Ph (614)471-0712

Remit Pymt To: 4250 Alum Creek Dr
Obetz, OH 43207
Ph (614)489-5025

Account Name NILES POLICE DEPARTMENT
Contact Name Ptl. Jim Reppy
Bill To 15 E. STATE ST.
NILES, Ohio 44446
United States
Phone 330-652-9944
Email jreppy@thecityofniles.com

Date 8/4/2025
Quote Number 00067290
Prepared By Mike Wilkinson

Quantity	Product Family	Style Number	Description	Unit of Measure	Sales Price	Total Price
34.00	Alien Gear	R3-M-0880-BK-RH-LL-A0-C	Rapid Force Level 3 Duty Holster - Mid Ride Belt Slide - S&W M&P 9mm M2.0 4.25in Barrel - Matte Black - Right Hand - Large Light - No Axon - Clamshell Packaging	Each	\$154.48	\$5,252.32
40.00	Smith & Wesson	14381	S&W M&P 9mm 4.25" bbl with Holosun 509T	Each	\$922.52	\$36,900.80
6.00		R3-M-0880-BK-LH-LL-A0-C	Rapid Force Level 3 Duty Holster - Mid Ride Belt Slide - S&W M&P 9mm M2.0 4.25in Barrel - Matte Black - Left Hand - Large Light - No Axon - Clamshell Packaging	Each	\$154.48	\$926.88

Subtotal \$43,080.00
Trade In Value \$13,650.00
Shipping and Handling \$100.00
Tax \$0.00
Quote Grand Total \$29,530.00

Trade In Notes

Trade only no CASH Value

QTY: 39 Sig Sauer W320F-BXR3-PRO-RX2 9mm Striker Romeo2 Red Dot 3 17 Magazines 1.5 y.o. EXCELLENT
CONDITION @ \$350 Each

Payment Details

Net 30



Number of Days
Quote Valid

RETURNED GOODS POLICY

Please note that returned goods must have prior authorization.

DEFECTIVE MERCHANDISE POLICY

Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

For Prompt resolution, please notify us immediately upon receiving your shipment if you encounter any shortages or damages.

Supplying Premium Brands with Premium Service for over 79 years



Send PO's To:
3723 Cleveland Ave
Columbus, OH 43224
Ph (614)471-0712

Remit Pymt To:
4250 Alum Creek Dr
Obetz, OH 43207
Ph (614)489-5025

Credit Card

Quote Valid 30 Days

If Making Payment Via Credit Card, Please Call
614-471-0712

NOTE: CREDIT CARDS OVER \$1,000 INCUR A 3% SURCHARGE

RETURNED GOODS POLICY

Please note that returned goods must have prior authorization.

DEFECTIVE MERCHANDISE POLICY

Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

For Prompt resolution, please notify us immediately upon receiving your shipment if you encounter any shortages or damages.

City of Niles, Ohio

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

DRAFT NO. 53-26

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF NILES TO PUBLISH THROUGH ODOT FOR INSPECTION SERVICES FOR THE TRU SUMMIT AVE/OLIVE STREET MILL & FILL PROJECT; AND, DECLARING AN EMERGENCY.

WHEREAS, submission to publish for inspection services were necessary for the TRU Summit Ave/Olive Street Mill & Fill Project by March 2, 2026 through Ohio Department of Transportation.

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

SECTION 1: Council hereby ratifies the actions taken by City of Niles Administration for the submission to publish for consultant services for the TRU Summit Ave/Olive Street Mill & Fill Project as required by the Ohio Department of Transportation’s deadline of March 2, 2026.

SECTION 2: This Resolution is declared to be an emergency measure in the interest of the public health, safety and welfare and to allow the TRU Summit Ave/Olive Street Mill & Fill Project to commence at the earliest possible date. As such an emergency measure, this Resolution shall take effect upon passage by Council and approval by the Mayor.

PRESIDENT OF COUNCIL

PASSED: _____

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2026 and signed by me as such Mayor on this _____ day of _____, 2026.

MAYOR