

City of Niles, Ohio

SPONSORED BY: UTILITIES COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 179-25

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ADVERTISE REQUESTS FOR PROPOSALS AND ENTER INTO CONTRACT FOR SLUDGE HAULING AND DISPOSAL FOR THE WASTEWATER TREATMENT PLANT; AND, DECLARING AN EMERGENCY.

WHEREAS, Council desires to authorize the Service Director to issue requests for proposals and enter into contract for sludge hauling and disposal for the wastewater treatment plant.

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

SECTION 1: Council hereby authorizes the Service Director to advertise requests for proposals and to enter into a contract for sludge hauling and disposal for the wastewater treatment plant.

SECTION 2: This Resolution is declared to be an emergency measure in the interest of public health, safety, and welfare as the contract is expiring. As such an emergency measure, this Resolution shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2025 and signed by me as such Mayor on this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: UTILITIES COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 180-25

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ADVERTISE REQUESTS FOR PROPOSALS AND ENTER INTO CONTRACT FOR POLYMER FOR SLUDGE FOR THE WASTEWATER TREATMENT PLANT; AND, DECLARING AN EMERGENCY.

WHEREAS, Council desires to authorize the Service Director to issue requests for proposals and enter into contract for polymer sludge for the wastewater treatment plant.

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

SECTION 1: Council hereby authorizes the Service Director to advertise requests for proposals and to enter into a contract for polymer sludge for the wastewater treatment plant.

SECTION 2: This Resolution is declared to be an emergency measure in the interest of public health, safety, and welfare as the contract is expiring. As such an emergency measure, this Resolution shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2025 and signed by me as such Mayor on this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: UTILITIES COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 181-25

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ADVERTISE REQUESTS FOR PROPOSALS AND ENTER INTO CONTRACT FOR SPECIFICATIONS FOR SODIUM HYPOCHLORITE, SODIUM BISULFITE, AND ALUM FOR THE WASTEWATER TREATMENT PLANT; AND, DECLARING AN EMERGENCY.

WHEREAS, Council desires to authorize the Service Director to issue requests for proposals and enter into contract for specifications for sodium hypochlorite, sodium bisulfite, and alum for the wastewater treatment plant.

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

SECTION 1: Council hereby authorizes the Service Director to advertise requests for proposals and to enter into a contract for specifications for sodium hypochlorite, sodium bisulfite, and alum for the wastewater treatment plant.

SECTION 2: This Resolution is declared to be an emergency measure in the interest of public health, safety, and welfare as the contract is expiring. 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 _____, 2025 and signed by me as such Mayor on this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: COMM. DEV. AND NEIGHBORHOOD STAB. DRAFT NO. 183-25
AUTHORIZED BY: ALL MEMBERS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED GENERAL FUND ACCOUNT 101 TO THE GENERAL FUND MISCELLANEOUS ACCOUNT FOR THE CITY FUNDED BUSINESS GRANT APPROVED BY THE COMMUNITY IMPROVEMENT CORPORATION OF NILES; AND, DECLARING AN EMERGENCY.

WHEREAS, the Community Improvement Corporation of Niles requested applications for a City funded grant for improvement of businesses in the City of Niles; and,

WHEREAS, the City funded grant was for the purpose of façade and hardscape improvement; and,

WHEREAS, the Community Improvement Corporation of Niles approved an application for the reimbursement grant intended for improvement of Antsam Corporation, a business within the City of Niles.

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

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

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
101-General	101-1090-57050	Miscellaneous	\$7,500.00
Total Appropriation			\$7,500.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare so that the grant may be funded for the reimbursement to the business for the improvements. 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 _____, 2025 and signed by me as such Mayor this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: COMM. DEV. AND NEIGHBORHOOD STAB. DRAFT NO. 184-25
AUTHORIZED BY: ALL MEMBERS

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED GENERAL FUND ACCOUNT 101 TO THE GENERAL FUND MISCELLANEOUS ACCOUNT FOR THE CITY FUNDED BUSINESS GRANT APPROVED BY THE COMMUNITY IMPROVEMENT CORPORATION OF NILES; AND, DECLARING AN EMERGENCY.

WHEREAS, the Community Improvement Corporation of Niles requested applications for a City funded grant for improvement of businesses in the City of Niles; and,

WHEREAS, the City funded grant was for the purpose of façade and hardscape improvement; and,

WHEREAS, the Community Improvement Corporation of Niles approved an application for the reimbursement grant intended for improvement of Mad for Chicken, a business within the City of Niles.

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

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

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
101-General	101-1090-57050	Miscellaneous	\$5,945.21
Total Appropriation			\$5,945.21

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare so that the grant may be funded for the reimbursement to the business for the improvements. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____, 2025 and signed by me as such Mayor this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

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

DRAFT NO. 185-25

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ADVERTISE FOR BID AND ENTER INTO CONTRACT FOR THE 2026 STREET RESURFACING PROGRAM; AND, DECLARING AN EMERGENCY.

WHEREAS, the City of Niles desires to pursue a street resurfacing program for the 2026 calendar year; and

WHEREAS, the estimated costs and proposed streets are attached hereto as Exhibit A.

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

SECTION 1: The Service Director is authorized to advertise for bids and to contract for the 2026 Street Resurfacing Program.

SECTION 2: Exhibit A attached hereto identifies the estimated costs and proposed areas for the Bid.

SECTION 3: That this Resolution is hereby declared to be an emergency measure in the interests of the public health, safety and welfare for the reason that this Resolution must be implemented in a timely manner to ensure completion of the resurfacing program. As such an emergency measure, this Resolution shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

Received by the Mayor of the City of Niles this _____ day of _____, 2025,
and approved by me as such Mayor this _____ day of _____, 2025.

MAYOR

TRUMBULL, DONNA, MISTLETOE, ETC STREET RESURFACING = CONSTRUCTION ESTIMATE
 PY27 (2026) OPWC
 NILES

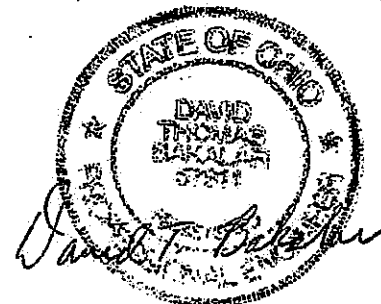
8/29/2025

REF	Item	Description	Quantity	Unit	Unit Price	Total
1	251	Partial Depth Pavement Repair (2.5")	1,368	SY	\$70.00	\$95,760.00
2	254	Pavement Planing, Asphalt Concrete	136,808	SY	\$2.00	\$273,616.00
3	407	Non-Tracking Tack Coat	13,680.80	Gal	\$3.00	\$41,042.40
4	441	Asphalt Concrete Surface Course, Type 1, (449), PG64-22, As Per Plan	5,702	CY	\$185.00	\$1,054,870.00
5	611	Manhole Adjusted to Grade	20	Each	\$1,900.00	\$38,000.00
6	611	Catch Basin Adjusted to Grade	15	Each	\$1,300.00	\$19,500.00
7	638	Water Work Misc.: Valve Box Riser With Lid, Adjusted to Grade	25	Each	\$125.00	\$3,125.00
8	632	Detector Loop	5	Each	\$1,300.00	\$6,500.00
9	103	Premium for Performance Bond, Payment Bond, and Maintenance Bond	1	Lump	\$5,000.00	\$5,000.00
10	614	Maintaining Traffic	1	Lump	\$38,712.00	\$38,712.00
11	623	Construction Layout Stakes and Surveying	1	Lump	\$2,000.00	\$2,000.00
12	624	Mobilization	1	Lump	\$14,000.00	\$14,000.00
TOTAL PRELIMINARY CONSTRUCTION COST =						\$1,592,125.40

Certifying Engineer:

David T. Bakalar, P.E.

Date:



8/29/2025

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 186-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE AUDITOR TO RENEW CONTRACT WITH USI INSURNACE SERVICES LLC AGENT FOR PUBLIC ENTITIES POOL OF OHIO INSURANCE; AND, DECLARING AN EMERGENCY

WHEREAS, the City of Niles requires property, casualty, and liability insurance at all times.

WHEREAS, the contract for USI Insurance Services LLC for PEP Insurance must be in effect by January 20, 2026.

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

SECTION 1: Council hereby authorizes the Auditor to renew their contract with USI for PEP Insurance and coverage for property, casualty, and liability.

SECTION 2: This Ordinance is declared to be an emergency measure in the interest of the public health, safety and welfare and to assure that the City of Niles maintains proper insurance coverage at all times. 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 _____, 2025 and signed by me as such Mayor on this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: TECHNOLOGY
AUTHORIZED BY: WEDDELL

DRAFT NO. 187-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE DISPOSAL OF NUMEROUS PARTS AND EQUIPMENT FROM THE IT DEPARTMENT TO BE SOLD BY INTERNET AUCTION ON GOV DEALS AS THEY ARE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY; AND, DECLARING AN EMERGENCY.

WHEREAS, Council has determined that the attached list of IT Department parts and equipment are not needed for any municipal purpose; and,

WHEREAS, Council desires to dispose of said IT Department parts and equipment by internet auction on Gov Deals.

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

SECTION 1: That Council finds that the attached list of IT Department parts and equipment are not needed for any municipal purpose.

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

SECTION 3: That this Ordinance is hereby declared to be an emergency measure in the interests of the public health, safety, and welfare because the immediate sale of such obsolete municipal property is necessary in order to secure the most value for the property. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

ATTEST: _____

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

Received by the Mayor of the City of Niles this _____ day of _____, 2025,
and approved by me as such Mayor this _____ day of _____, 2025.

MAYOR

Capital/Asset Tag	Serial Number	Model	Brand	Description
100439	01PH09531AaBBH25A1205	F110	Getec	Tablet
100468	010H09531AaBBH25A0402	F110	Getec	Tablet
100440	01PH09531AaBBH25A0314	F110	Getec	Tablet
100249	VN941273	LT2223pWC	Lenovo	Monitor
100183	MXQ00503ZA	DL360 G6	HP	Server
N/A	SSI18040440	UCS-FI-6248UP	Cisco	Switch
N/A	SSI1804042W	UCS-FI-6248UP	Cisco	Switch
N/A	681763500	DS-9664NI-ST	Hikvison	DVR
100188	N/A	OfficeServ 7400	Samsung	DCS
100201	2UA1380L7W	Compaq 8100	HP	Desktop
100281	2UA4122RVH	Compaq 8100	HP	Desktop
100220	2UA4161HVJ	Compaq 8100	HP	Desktop
100405	MXL4033PP8	ProDesk 600 G1	HP	Desktop
N/A	MXL4033PNY	ProDesk 600 G1	HP	Desktop
N/A	JVMR9Z2	N/A	Dell	Desktop
N/A	MJ03WR33	001LUS	Lenovo	Tiny Workstation
100424	MJ022UX6	0020US	Lenovo	Tiny Workstation
100226	2UA5021B2W	TPC-F063-DM	HP	Tiny Workstation
N/A	MJ061XWY	003WUS	Lenovo	Tiny Workstation
N/A	MJ061XWG	003WUS	Lenovo	Tiny Workstation
N/A	MJ061XY3	003WUS	Lenovo	Tiny Workstation
N/A	PC0HUP3C	002AUS	Lenovo	Tiny Workstation
N/A	MJ061XXK	003WUS	Lenovo	Tiny Workstation
N/A	MJ061XXE	003WUS	Lenovo	Tiny Workstation
N/A	MJ061XVQ	003WUS	Lenovo	Tiny Workstation
N/A	MJ061XWZ	003WUS	Lenovo	Tiny Workstation
N/A	MJ07QAZZ	000KUS	Lenovo	Tiny Workstation
100367	AK77021869B0	N34342A	OKI	Printer
100369	N/A	VCVRA-1212	HP	Printer
100223	2UA4161J08	ProDesk 600 G1	HP	Desktop
100380	CNCCF431L7	LaserJet 600 M601	HP	Printer
100376	VNB3N05154	LaserJet Pro 400 M401dn	HP	Printer
100377	VNB3N04212	LaserJet Pro 400 M401dn	HP	Printer
100413	0835801003BU7L4	Liebert nfiniti	Liebert	LARGE UPS

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 188-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A CASH TRANSFER FROM THE GENERAL FUND FOR POLICE AND PARK CAPITAL IMPROVEMENTS; 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 Hundred Thousand Dollars and 00/100 (\$100,000.00) from the General Fund Account No: 101-1090-59000 to the following Funds:

Cash Transfers			
From General Fund 101 TRANSFER Account 101-1090-59000 To:			
Fund 405	Police Capital Improvements		\$50,000.00
Fund 406	Park Capital Improvements		\$50,000.00
TOTAL CASH TRANSFER			\$100,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare for the reason that these funds are needed to be transferred at the earliest time allowable to begin capital improvements. 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 _____, 2025 and signed by me as such Mayor on this ____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 189-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING APPROPRIATION BUDGET TRANSFERS;
AND, DECLARING AN EMERGENCY.

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

SECTION 1: Council hereby authorizes the following appropriation budget transfer from the Computer Fund 219 as outlined in the following:

APPROPRIATION BUDGET TRANSFER			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
219 - Computer	219-1919-56300	Equipment Purchases	(\$4,000.00)
219 - Computer	219-1919-53410	Postage	\$4,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare for the reason that these funds are immediately needed for the appropriation budget transfers. 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 _____, 2025 and signed by me as such Mayor this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 190-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED WATER FUND AND APPROVING A THEN AND NOW PAYMENT REQUEST FOR THE MAHONING VALLEY SANITARY DISTRICT; AND, DECLARING AN EMERGENCY.

WHEREAS, the remaining balance of the October 2025 invoice from the Mahoning Valley Sanitary District is due and payable (see attached); and,

WHEREAS, Council desires to make payment to Mahoning Valley Sanitary District in the amount of \$157,839.57; and,

WHEREAS, Council seeks appropriation of funds to complete payment of the invoice that is due and payable as well as for the November and December 2025 Invoicing.

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 Mahoning Valley Sanitary District in the amount of One Hundred Fifty-Seven Thousand Eight Hundred Thirty-Nine Dollars and 57/100 (\$157,839.57).

SECTION 2: Council hereby authorizes the following appropriations of funds from the Unappropriated Water Fund to the following account listed below:

APPROPRIATION FROM UNAPPROPRIATED FUNDS		
FUND	ACCOUNT NUMBER	DESCRIPTION
501 - Water	501-5151-53250	Water
Total Appropriation		\$1,250,000.00

SECTION 3: This Ordinance is declared to be an emergency measure in the interest of the public health, safety and welfare as the invoice for Mahoning Valley Sanitary District 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 _____, 2025 and signed by me as such Mayor on this _____ day of _____, 2025.

MAYOR



MAILING ADDRESS:
P.O. Box 41119
Youngstown, OH 44515-0119

SHIPPING ADDRESS:
1181 Ohltown-McDonald Road
Mineral Ridge, Ohio 44440

TELEPHONE: (330) 652-3614 • (330) 799-6315 • FAX (330) 652-6293

STATE OF OHIO

THE MAHONING VALLEY SANITARY DISTRICT

November 3, 2025

City of Niles
Mr. Kevin Robertson
34 West State Street
Niles, OH 44446

Dear Mr. Robertson:

In accordance with the terms so ordered by the Court of Jurisdiction in the Court of Common Pleas, Mahoning County, Ohio, dated June 17, 2013, and effective July 1, 2013, by and between The Mahoning Valley Sanitary District and the City of Niles, there is rendered herewith our Bill No. *N-1120* for water supplied to the City of Niles during OCTOBER in the amount of **\$489,032.84.**

The quantities of water furnished to the City of Youngstown, the City of Niles, and the Village of McDonald during **OCTOBER 2025** are as follows:

	Total for Month Million Gallons	Average per Day Million Gallons
Youngstown	514.633 ✓	16.601 ✓
Niles	241.660 ✓	7.795 ✓
McDonald	11.922 ✓	0.385 ✓
Total	768.215 ✓	24.781 ✓

Very truly yours,

SCOTT D. VERNER, P.E., P.S.
Chief Engineer

SDV/bd
Enclosure

STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT
November 3, 2025

Bill No. 1120

City of Niles

Water supplied to the City of Niles under contract and Journal Entry dated July 1, 2013
as follows:

OCTOBER	24 Hour Day Beginning at 12:00 P.M.	Thousands of Gallons
	1	8847
	2	8284
	3	8668
	4	8443
	5	8684
	6	8492
	7	6003
	8	5874
	9	5789
	10	5985
	11	5920
	12	5979
	13	6903
	14	7996
	15	8466
	16	8649
	17	8225
	18	8521
	19	8532
	20	8276
	21	8330
	22	7694
	23	8060
	24	8191
	25	8213
	26	8228
	27	8204
	28	7768
	29	8275
	30	8010
	31	8151
		241660

Maintenance & Operations	SCHEDULE A	
	RATE	AMOUNT
	241.660 \$2,023.64	\$ 489,032.84

City of Niles, Ohio

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

DRAFT NO. 191-25

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION 25-25 AUTHORIZING THE CITY OF NILES TO ACCEPT THE OHIO DEPARTMENT OF DEVELOPMENT'S HOUSING TECHNICAL ASSISTANCE PROGRAM GRANT FUNDING, AWARDED TO MODERNIZE THE CITY'S ZONING CODE IN AREAS PERTAINING TO HOUSING.

THIS RESOLUTION ALSO AUTHORIZES THE CITY TO PUBLISH A REQUEST FOR PROPOSAL (RFP) AND ENTER INTO CONTRACT WITH A CONSULTANT WHO WILL ASSIST THE CITY WITH THE HOUSING RELATED ZONING CODE UPDATES. THE PROJECT AND EXPENSION OF GRANT FUNDS WILL TAKE PLACE SUMMER 2025 THROUGH SUMMER 2026; APPROPRIATING THE NECESSARY FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, funds were appropriated through the Ohio House Bill 315 of the 135th General Assembly. A total of \$1,500,000 was appropriated for the Housing Technical Assistance Program administered by the Ohio Department of Development, to be used to offer grant to political subdivisions, as defined by Ohio Revised Code 9.482, seeking to modernize regulations and processed tied to zoning efforts, and

WHEREAS, said Grant award amount will be Fifty Thousand (\$50,000) to cover the cost of hiring a consultant; and no local match is required; and

WHEREAS, this grant is a reimbursable grant and operates by reimbursable requests. Payment to the City of Niles of the Grant Funds (\$50,000) shall be made upon the timely submission to the Ohio Department of Development of a reimbursement request. All expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including biannual Status Reports and a Final Performance Report; and

WHEREAS, the City of Niles agrees to be responsible and comply with all Ohio Department of Development Housing Technical Assistance program requirements.

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

SECTION 1: That Authorization is given to the Mayor to accept the Ohio Department of Development Housing Technical Assistance Program award, publish an RFP to obtain a consultant and enter into contract with said consultant.

SECTION 2: The original appropriation in Resolution 25-25 remains in effect.

SECTION 3: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, convenience and welfare of the City of Niles and the inhabitants thereof, for the reason that it is to apply for this funding within the next 30 days, and provided that it receives the approval of two-thirds of the members of Council, shall be in full force and effect from and after its passage and approval; otherwise to be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

ATTEST: _____
Clerk of Council

PRESIDENT OF COUNCIL

Received by the Mayor of the City of Niles this ____ day of _____, 2025
and approved by me as such Mayor this ____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 193-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A CASH TRANSFER FROM THE SEWER FUND FOR SEWER CAPITAL IMPROVEMENTS; 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 Hundred Thousand Dollars and 00/100 (\$100,000.00) from the Sewer Fund Account No: 503-5353-5900 to the following Funds:

Cash Transfers		
From Sewer Fund 503 TRANSFER Account 503-5353-5900 To:		
FUND 407	Sewer Capital Improvements	\$100,000.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare for the reason that these funds are needed to be transferred at the earliest time allowable to begin capital improvements. 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 _____, 2025 and signed by me as such Mayor on this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 194-25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED POLICE PENSION & FIRE PENSION FUND FOR COUNTY AUDITOR FEES; AND, DECLARING AN EMERGENCY.

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

SECTION 1: Council hereby authorizes the following appropriations of funds from the Unappropriated Funds to the following accounts listed below in the total amount of Two Hundred Dollars and 00/100 (\$200.00):

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
215 - Police Pension	215-1515-58050	County Auditor Fees	\$100.00
Total Appropriation			\$100.00

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
216 - Fire Pension	216-1616-58050	County Auditor Fees	\$100.00
Total Appropriation			\$100.00

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare for the reason that these funds are immediately needed payment to the County Auditor. 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 _____, 2025 and signed by me as such Mayor this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE COMMITTEE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 195-25

ORDINANCE NO. _____

AN ORDINANCE APPROVING DIRECT HIRE OF CURRENT LABOR MAX EMPLOYEES WORKING FOR THE CITY OF NILES; AMENDING NECESSARY SECTIONS OF THE HIRING POLICY; AND, DECLARING AN EMERGENCY.

WHEREAS, the City of Niles has a hiring policy in place for the hiring of City Employees; and,

WHEREAS, the policy currently requires Council approve any posting for any position not provided for in the Authorized Strength; and,

WHEREAS, there are currently eight labor max employees working in the park department. The administration desires to transition these employees to be direct hires of the City of Niles as part time employees; and,

WHEREAS, due to the unique circumstances surrounding this situation, the City is authorized to pay the costs related to the hiring process including initial drug screenings; and,

WHEREAS, the upfront costs assessed to potential hires during the hiring process is affecting the City's ability to obtain qualified workers to fill necessary positions. Therefore, Council desires to amend the policy to permit the administration discretion on a case-by-case basis with respect to payment of any costs associated with the hiring process,

WHEREAS, this Ordinance does not affect the policy for filling vacancies of positions already provided for in the Authorized Strength.

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

SECTION 1: That Council hereby approves the direct hire of eight labor max employees to fill part time positions in the City beginning on January 1, 2026.

SECTION 2: Council also approves the amendment to certain sections of the hiring policy attached hereto and outlined in bold. Council further approves the administration to amend the policy in the future provided such amendments are in furtherance of Council's intent to ensure a fair, consistent, and efficient hiring process for all employees of the City of Niles.

SECTION 3: That if any other legislation is in conflict or inconsistent with this amendment then this amendment shall control unless specifically stated otherwise.

SECTION 4: This Ordinance is hereby declared to be an emergency measure in the interests of the public health, safety, and welfare, for the reason that this process will clarify and expedite the hiring process without compromising the obligations of the city under various contracts. As such an emergency measure, this ordinance shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

Received by the Mayor of the City of Niles this ____ day of _____, 2025, and
approved by me as such Mayor this ____ day of _____, 2025.

MAYOR

Hiring Policy

The City of Niles

November 2025~~January 2024~~

Step 1: Where a union position becomes vacant, the position may be posted in compliance with union contracts, if the position has been approved and funded during the annual budget meetings and the annual budget review meetings;

Step 2: If the position is not filled under union contract procedures or is a non-union position, the City will solicit applications for the position online for a five-day period, indicating the deadline for applications to be submitted. The online posting for non-union positions may be waived if the administration determines an immediate and present need to fill the position. qualified temporary worker(s) are already filling the position, or in the discretion of the administration provided the selection is consistent with the intent of the policy of fair, consistent, and efficient hiring process;

Step 3: Applications submitted for similar positions within the 90 days prior to the current posting, should be considered in the hiring process;

Step 4: No interview should be conducted prior to the expiration of the application period, and no determinations shall be made to select a candidate until all interviews have been conducted in accordance with Step 5;

Step 5: The administration shall then select qualified candidates to interview for the position. Interviews shall be conducted in person, when possible, and it is preferred that all interviews be conducted by the Human Resource Generalist, the department Hiring Manager(s) and/or the Service Director or his designee, and interviews shall be conducted by at least 2 of the individuals identified above. The Administration shall keep a written record of candidates interviewed, the date of interview, and retain the applications in the event Council inquires as to compliance with this Ordinance;

Step 6: The administration shall select the successful candidate to hire for the position. Prior to being hired, the successful applicant shall be required to pass a drug test and receive the approval of the Police Chief of a Police Department and BCI background check. ~~The Applicant shall bear the cost of the drug test and background checks;~~

Step 7: The administration shall report the name of the successful applicant and his or her starting date to members of Council;

Step 8: During annual budget preparations and reviews, council shall evaluate and determine if any positions are no longer necessary in light of declining population, finances, attrition, legal environment, etc. In addition to annual budget meetings to set budgets, Council shall have an annual review of the budgets of the city departments at the mid-point of each fiscal year.

***THIS POLICY DOES NOT APPLY TO POSITIONS FOR WHICH THE CIVIL SERVICE COMMISSION ADMINISTERS A TEST TO QUALIFY FOR THE POSITION**

***Posting of positions not provided for under the Authorized Strength;**

The administration is only authorized to post for positions not already provided for in the Authorized Strength on the condition that any extension of an offer is contingent on City Council's final approval and amendment of the Authorized Strength to reflect the position.

City of Niles, Ohio

SPONSORED BY: TECHNOLOGY
AUTHORIZED BY: WEDDELL

DRAFT NO. 182-25

RESOLUTION NO. _____

A RESOLUTION ADOPTING A CYBERSECURITY POLICY AS REQUIRED BY
HOUSEBILL 96; AND, DECLARING AN EMERGENCY.

WHEREAS, effective September 30, 2025, the Ohio Revised Code Section 9.64 requires each local government entity to implement a basic cybersecurity program as outlined in HB 96; and,

WHEREAS, the State of Ohio requires that cyber plans be consistent with NIST/CIS standards where the IT Director is the administrator of the security plan; and,

WHEREAS, the City of Niles IT Director has created a comprehensive cyber security plan that addresses all six NIST Cybersecurity Framework functions; and,

WHEREAS, Council seeks to adopt the City of Niles Cybersecurity Plan to be in effect January 1, 2026 as required by HB96 and Ohio Revised Code Section 9.64.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Niles:

SECTION 1. The Council hereby authorizes the adoption of the City of Niles Cybersecurity Plan as required by HB96 and Ohio Revised Code Section 9.64.

SECTION 2: This Resolution is declared to be an emergency measure in the interest of public health, safety, and welfare to ensure the contract is in effect by the date required by the State of Ohio. As such emergency measure, this Resolution shall take effect upon passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

Received by the Mayor of the City of Niles this _____ day of _____, 2025,
and approved by me as such Mayor this _____ day of _____, 2025.

MAYOR

City of Niles, Ohio

SPONSORED BY: COMM. DEV. AND NEIGHBORHOOD STAB. DRAFT NO. 192-25
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 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.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____

CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the _____ day of _____,
2025 and signed by me as such Mayor on the _____ day of _____, 2025.

MAYOR

LEASE AGREEMENT WITH OPTION
TO PURCHASE PROPERTY

This Lease Agreement (hereinafter "Lease") is made and entered into this ____ day of November, 2025, by and between THE 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, for the total Lease/Purchase payment of Forty-one Thousand Dollars and 00/100 (\$41,000.00), which shall be payable by way of annual lease payments in the amount of Three Thousand Two Hundred Dollars and 00/100 (\$3,200.00), payable in advance of the first day of each year, but no later than June 1 of each calendar year, with the remaining balance of the Lease/Purchase Price being made by way of making improvements to the property in the amount of Twenty-five Thousand Dollars (\$25,000.00), as further outlined below in this Section 3. Lessee

shall be responsible for any real estate taxes during the term of the lease beginning on the date of execution of this agreement and shall keep all taxes current.

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 in the attached Exhibit A. 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.

Lessee shall provide "Proof of Payment" to Lessor when taxes have been paid well as when all improvements have been made, prior to any transfer of ownership that may be required to be made from Lessor to Lessee. Lessee agrees to submit proof of incremental improvements by the end of years three (3) four (4) and five (5) respectively, with the amount being due equally distributed among the three years (i.e. total improvements of \$8,333.00 at year 3, \$16,666.00 at year 4, and the remaining balance to equal the \$25,000.00 at year 5).

Lessee further understands that it will not be eligible to apply for any grants that may be available through the Community Improvement Corp during the term of this Lease.

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. 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 term of this Lease as well as upon any subsequent transfer to Lessee thereafter. Further, Lessee acknowledges the intention

for this property to be used for community use, whether public or private, and/or for the betterment of the community at large. The parties acknowledge that the intention for the use of the land is generally for the purposes outlined on Exhibit A, and as such, a restriction shall be evidenced on the deed requiring the approval of the Community Improvement Corp or the City of Niles on any subsequent transfers to ensure that the intended use runs with the land until such time as the Community Improvement Corp or the City of Niles shall release such restriction.

Lessee further agrees to pay any and all costs/closing costs associated with this transaction or the eventual purchase and sale of the Premises.

If at any time during the term of this Lease Lessee wishes to pay the full lease/purchase price, or shall submit the required Proof of Payment prior to any benchmark dates contained herein, Lessee shall be permitted to purchase the property before the expiration of the Lease term.

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 Corp
 c/o Philip Zuzolo, Law Director
 34 West State Street
 Niles OH 44446

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: The Ven Isley Estate, LLC
 Joshua N. Isley
 170 Kent Dr.
 Tallmadge, OH 44278

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.

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
_____	THE VON ISLEY ESTATE, LLC
By: _____	
As to Lessee	LESSEE

Exhibit A

(Include summary of intended plans and any proposed drawings/renderings, and outline of anticipated costs, if known, on this Exhibit)

Exhibit B

(See draft of quit claim deed attached)