

City of Niles, Ohio

SPONSORED BY: COMM. DEV. AND NEIGHBORHOOD STAB.
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 54-26

ORDINANCE NO. 48-26

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.

PASSED: April 15, 2026

ATTEST: Allyahavelle
CLERK OF COUNCIL

[Signature]
PRESIDENT OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the 15th day of April, 2026 and signed by me as such Mayor on the 15th day of April, 2026.

[Signature]
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: FINANCE
AUTHORIZED BY: JOHNSTONE

DRAFT NO. 68-26

ORDINANCE NO. 49-26

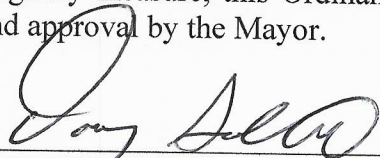
AN ORDINANCE AUTHORIZING MONTHLY CASH TRANSFERS; AND,
DECLARING AN EMERGENCY.

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

SECTION 1: Authorizing the cash transfer of Six Hundred Thousand Dollars and 00/100 (\$600,000.00) from the General Fund Account No: 101-1090-59000 to the following Funds:

Cash Transfers - April		
From General Fund 101 TRANSFER Account 101-1090-59000 To:		
Fund 215	Police Pension	\$50,000.00
Fund 216	Fire Pension	\$50,000.00
Fund 217	Police & Fire 1%	\$500,000.00
TOTAL CASH TRANSFER		\$600,000.00

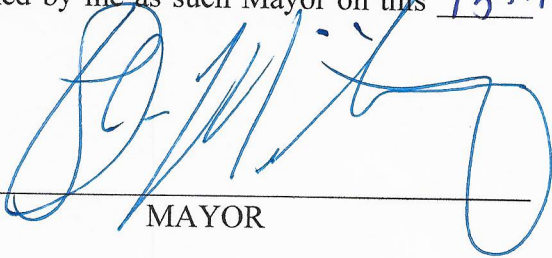
SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare for the reason that these funds are to be transferred on a regular basis. As such an emergency measure, this Ordinance shall take effect immediately upon passage by Council and approval by the Mayor.


PRESIDENT OF COUNCIL

PASSED: April 15, 2026

ATTEST: 
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the 15th day of April, 2026 and signed by me as such Mayor on this 15th day of April, 2026.


MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: JOHNSTONE

DRAFT NO. 69-26

ORDINANCE NO. 50-26

AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED SEWER FUND TO CONTRACT WITH Z TECH BUILDERS FOR EMERGENCY STORM CULVERT REPAIR; AND, DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code 735.051, there is a case of real and present emergency arising in connection with the operation and maintenance of the department of public service wherein a 48 inch storm culvert requires emergency repair; and

WHEREAS, the estimated cost for the emergency repair is \$165,000.00 and the City of Niles contracted with Z Tech Builders to complete the repair; and

WHEREAS, Council seeks appropriation of funds to complete payment of the invoice when it is due and payable.

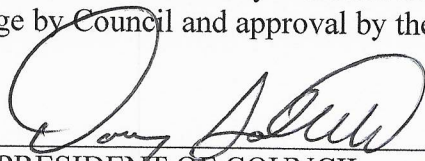
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NILES, STATE OF OHIO:

SECTION 1: Council hereby authorizes the Auditor to submit payment to Z Tech Builders as an emergency pursuant to ORC 735.051. Further, and if necessary, Council also authorizes this to be paid as a then and now payment in the amount of \$165,000.00.

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

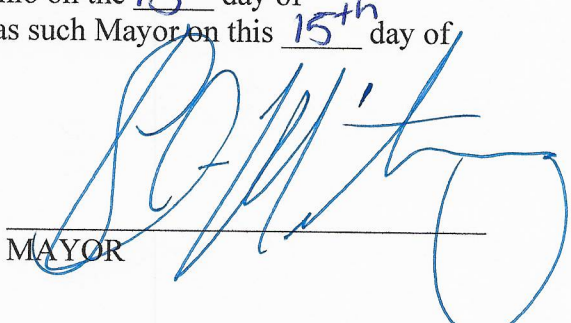
APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
503 - Sewer	503-5353-53980	Contracted Labor	\$165,000.00
Total Appropriation			\$165,000.00

SECTION 3: This Ordinance is declared to be an emergency measure in the interest of the public health, safety and welfare in order to mitigate further loss to the City. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.


PRESIDENT OF COUNCIL

PASSED: April 15, 2026
ATTEST: Abneyville
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the 15th day of April, 2026 and signed by me as such Mayor on this 15th day of April, 2026.


MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: JOHNSTONE

DRAFT NO. 70-26

ORDINANCE NO. 51-24

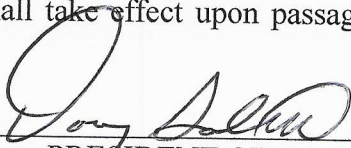
AN ORDINANCE AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE UNAPPROPRIATED WATER FUND FOR THE NILES LEAD SERVICE LINE POTHOLING PROJECT; AND, DECLARING AN EMERGENCY.

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 Water Fund to the following accounts listed below in the total amount of Four Hundred Thirty-One Thousand Three Hundred Five Dollars and 00/100 (\$431,305.00):

APPROPRIATION FROM UNAPPROPRIATED FUNDS			
FUND	ACCOUNT NUMBER	DESCRIPTION	Appropriation
501 - Water	501-5151-56440	OWDA Loan	\$431,305.00
Total Appropriation			\$431,305.00

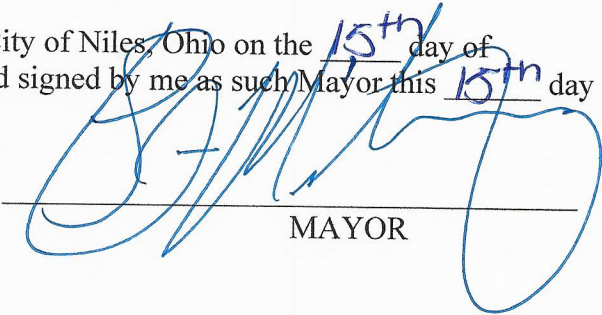
SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety, and welfare for the reason that these funds are immediately needed for commencement of the project at the earliest time allowable. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.


PRESIDENT OF COUNCIL

PASSED: April 15, 2026

ATTEST: Alleybaville
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the 15th day of April, 2026 and signed by me as such Mayor this 15th day of April, 2026.


MAYOR

City of Niles, Ohio

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

DRAFT NO. 71-26

ORDINANCE NO. 52-26

ORDINANCE AUTHORIZING EXECUTION OF LOAN AGREEMENT, EXECUTION AND DELIVERY OF PROMISSORY NOTE; AND, DECLARING AN EMERGENCY.

WHEREAS, American Municipal Power, Inc. ("AMP") and the City of Niles (the "City") wish to cooperate in connection with financing improvements to the City's electric system necessary to implement an advance metering program (the "Project").

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

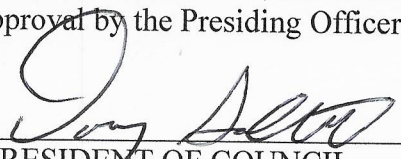
SECTION 1. That it is necessary to borrow the amount of not to exceed \$3,500,000 for the purpose of providing financing for the Project. Such amount shall be borrowed from AMP, shall be repayable solely from the net revenues of the electric system and otherwise on the terms and conditions set forth in the Loan Agreement and Promissory Note authorized in Section 2 hereof and attached hereto and made a part hereof.

SECTION 2. That the Mayor or their designee is authorized to execute and deliver, on behalf of the City, a Loan Agreement and Promissory Note substantially in the form of the Loan Agreement and Promissory Note attached to this Ordinance and made a part hereof.

SECTION 3. That the Loan Agreement and Promissory Note shall grant to AMP a lien on the revenues of the City's electric system, and the City covenants to take all necessary steps to establish such lien.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

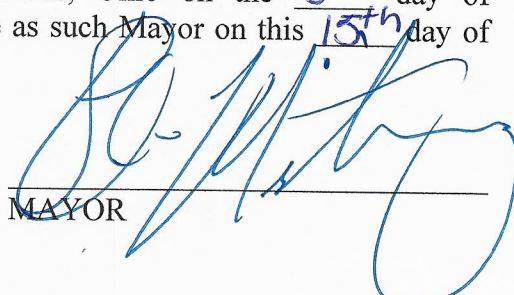
SECTION 5. That this Ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City for the reason that the funding of additional improvements to the City's electric system must be assured at the earliest possible time; therefore, this Ordinance shall take effect immediately upon its adoption and approval by the Presiding Officer.


PRESIDENT OF COUNCIL

PASSED: April 15, 2026

ATTEST: Alberghaville
CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the 15th day of April, 2026 and signed by me as such Mayor on this 15th day of April, 2026.


MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: ALL MEMBERS

DRAFT NO. 75-26

ORDINANCE NO. 53-26

A ORDINANCE AUTHORIZING THE SERVICE DIRECTOR TO ENTER INTO CONTRACT WITH WIRING UNLIMITED, INC. FOR SCADA AND IT AT THE WASTEWATER TREATMENT PLANT THROUGH 2026; AND, DECLARING AN EMERGENCY.

WHEREAS, the City of Niles Sewer Department advertised for bid proposals for SCADA and IT at the Wastewater Treatment Plant in 2025; and

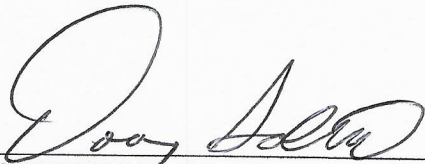
WHEREAS, Wiring Unlimited, Inc. was the awarded bidder for the software services, and entered into a contract with the City of Niles to provide the services, not to exceed two years;

WHEREAS, City of Niles seeks to enter into a contract with Wiring Unlimited, Inc. for year two of their services.

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

SECTION 1: Council hereby authorizes the Service Director to contract with Wiring Unlimited, Inc. on behalf of the Sewer Department for SCADA and IT at the Wastewater Treatment Plant through 2026.

SECTION 2: This Ordinance is hereby declared to be an emergency measure in the interest of the public health, safety and welfare to allow the City to be in compliance with the required software at the earliest possible date. As such an emergency measure, this Ordinance shall take effect upon passage by Council and approval by the Mayor.



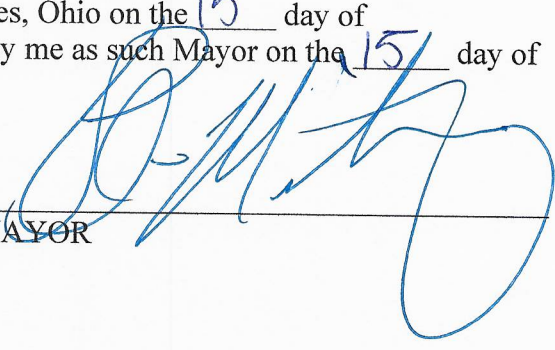
PRESIDENT OF COUNCIL

PASSED: April 15, 2026

ATTEST: Alleyhülle

CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the 15 day of April, 2026 and signed by me as such Mayor on the 15 day of April, 2026.



MAYOR

City of Niles, Ohio

SPONSORED BY: FINANCE
AUTHORIZED BY: JOHNSTONE

DRAFT NO. 73-26

RESOLUTION NO. 17-26

A RESOLUTION AUTHORIZING THE SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH LINDY PAVING FOR FIRST STREET PAVING; AND, DECLARING AN EMERGENCY.

WHEREAS, Linday Paving was awarded the 2026 Local Street Resurfacing project set to begin in July of 2026; and

WHEREAS, First Street was originally included in the bid project; and

WHEREAS, Council desires to have First Street resurfaced prior to the opening of Riverside Park; and

WHEREAS, a direct hire of Lindy Paving, Inc is appropriate as the cost of resurfacing First Street is \$36,166.50.

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 contract with Lindy Paving, Inc. for the resurfacing of First Street.

SECTION 2: This Resolution is declared to be an emergency measure in the interest of the public health, safety and welfare and to allow resurfacing to be completed in time for the opening of Riverside Park. As such an emergency measure, this Resolution shall take effect upon passage by Council and approval by the Mayor.



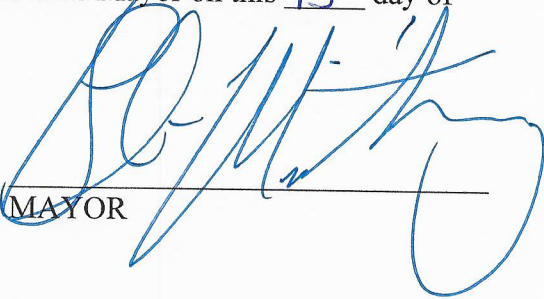
PRESIDENT OF COUNCIL

PASSED: April 15, 2026

ATTEST: Albee Havelle

CLERK OF COUNCIL

Filed with the Mayor of the City of Niles, Ohio on the 15th day of April, 2026 and signed by me as such Mayor on this 15th day of April, 2026.



MAYOR

City of Niles, Ohio

SPONSORED BY: SAFETY
AUTHORIZED BY: JULIAN

DRAFT NO. 74-26

RESOLUTION NO. 18-26

A RESOLUTION AUTHORIZING THE CITY OF NILES TO PROCEED WITH THE DEMOLITION OF UNSAFE STRUCTURES IN THE CITY OF NILES, TRUMBULL COUNTY, OHIO, AND TO REQUEST THE ASSISTANCE AND COOPERATION OF THE TRUMBULL COUNTY LAND REUTILIZATION CORPORATION IN EFFECTING THE SAME ; AND, DECLARING AN EMERGENCY.

WHEREAS, the City of Niles has the legal authority pursuant to State and Local Ordinances to arrange for demolition of unsafe structures; and

WHEREAS, the structures listed below located in the City of Niles, in Trumbull County, Ohio, have been found to be in an unsafe condition and it is determined by Council that this structure needs to be demolished, authorizing the same to be demolished:

Address	Permanent Parcel No.	Owner
133 W3rd	25-532200	Timothy Furey
209 Niel	25-400735	Barbara Deceder
1920 Park Drive	20-031400	John Luster

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

SECTION 1: Council does hereby find and determine that the structures listed above in the City of Niles, Trumbull County, Ohio are in unsafe conditions, and should be demolished; and that the Administration is hereby authorized to carry out such actions as may be necessary to accomplish the same according to law.

SECTION 2: That this Council hereby requests that the Trumbull County Land Reutilization Corporation to assist and cooperate with the City Administration to accomplish the demolition of said structure; and specifically, this Council requests that Trumbull County Land Reutilization Corporation to exercise its authority to demolish the structure for the expense thereof, and this Council authorizes the Trumbull County Land Reutilization Corporation to enter into such contracts, execute such documents, and do all things as may be necessary to accomplish the same.

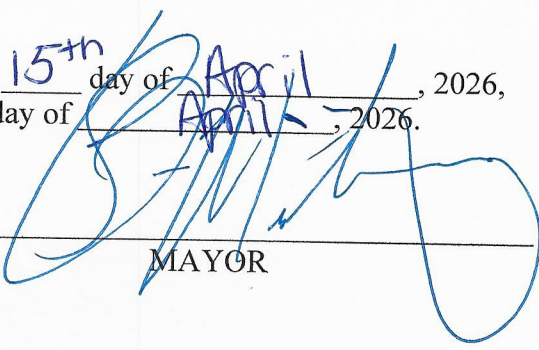
SECTION 3: That the formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: 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 allow the Trumbull County Land Reutilization Corporation to demolish the property while funding is still available. As such an emergency measure, this Resolution shall take effect upon passage by Council and approval by the Mayor.



PRESIDENT OF COUNCIL

PASSED: April 15, 2026
ATTEST: Alayhavelle
CLERK OF COUNCIL

Received by the Mayor of the City of Niles this 15th day of April, 2026,
and approved by me as such Mayor this 15th day of April, 2026.


MAYOR