

RECORD OF ORDINANCES

Ordinance No. 08-58-24 Passed 08-20, 2024

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT FOR CERTAIN PROPERTY OWNED BY THE STATE OF OHIO, OHIO DEPARTMENT OF TRANSPORTATION (ODOT), AUTHORIZING THE EXECUTION OF RELATED AGREEMENTS AND DOCUMENTS, AND APPROPRIATING FUNDS THEREFORE AND DECLARING AN EMERGENCY.

WHEREAS, the city over the years has entered into Real Estate transfer Agreements, Real Estate Purchase Agreements and Development Agreements within the City that advance the goals of the city and enhance the public services provided by the city; and

WHEREAS, the State of Ohio, Ohio Department of Transportation (ODOT) owns 4.38 usable acres of land ("the Subject Property") (said real property, together with all improvements constructed thereon, and all rights, appurtenances and hereditaments appertaining thereto, shall hereinafter be referred to as the "Premises")(Pickaway County Parcel No. A0510110000100); and

WHEREAS, City Council has determined that it is in the best interest of the city to purchase the Premises as described as above.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CIRCLEVILLE, COUNTY OF PICKAWAY, STATE OF OHIO AS FOLLOWS:

SECTION I. The City Auditor is hereby authorized to execute the Real Estate Purchase Agreement in substantially the same form as that set forth in the attached agreement. This City Council further authorizes the City Auditor, for and in the name of the City, to execute any amendments to the foregoing agreement, which amendments are not inconsistent with this Ordinance and not substantially adverse to this City.

SECTION II. The City Auditor is hereby authorized to execute any and all agreements and other instruments necessary to implement the real estate transactions contemplated in the Real Estate Purchase Agreement.

SECTION III. This City Council further hereby authorizes and directs the City Auditor, the Director of Public Service, the Director of Law, the Clerk of Council or other appropriate officers of the City to prepare and sign all documents and instruments and to take any other actions as may be appropriate to implement this Ordinance.

SECTION IV. There be appropriated from the unappropriated balance of \$500,000.00 in Fund 101, \$100,000.00 in Fund 206, \$100,000.00 in Fund 808, and \$100,000.00 in Fund 909 for the total amount of \$800,000.00. Any proceeds from any future sale of the Property shall be deposited back into the General Fund.

SECTION V. That this Ordinance is hereby declared to be an emergency measure, necessary for the preservation of health, safety and welfare of the citizens of the City of Circleville, such emergency arising out the immediate need to purchase property from the State of Ohio, Ohio Department of Transportation for the City of Circleville, so that this ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: 8-20-24
DATE

Bryan O. Kell
PRESIDENT OF COUNCIL

ATTEST: Melissa Brun
CLERK OF COUNCIL

APPROVED: 8-20-24
DATE

Nichelle L. Blanton
MAYOR

APPROVED AS FORM: [Signature]

Kendra C. Kinney
KENDRA C. KINNEY - LAW DIRECTOR

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

PURCHASE CONTRACT FOR PROPERTY CONVEYED PURSUANT TO R.C. 5501.45 (E)

ODOT Agreement No.: 061724D06PIC01	County: PIC
Brad Ruble Property Manager for ODOT	Route: N/A
District 6, 400 East William St., Delaware, Ohio 43015	Section: N/A
614-403-1947 ODOT Address and Phone Number	Parcel(s): APN# A0510110000100
ODOT 614-403-1947 Grantee(s) Name and Phone Number	State Job No.: 770-82-243
400 E. Williams St. Delaware, OH 43015 Grantee(s) Address	PID: 120397
150 W. Highland Ave. Circleville, OH 43113	Grantee: Site or P.M. Site
Location of State Owned Property: See Exhibit A	Parcel Size: Acres 4.38

This Agreement, entered into this _____ day of _____, by and between the State of Ohio, by and through its Director of Transportation or said Director's duly authorized representative ["Grantor"] and the City of Circleville ["Grantee"]; and

WHEREAS, in accordance with section 5501.45 of the Ohio Revised Code, Grantor and Grantee have agreed that it is in the mutual best interests of the parties for Grantor to convey to Grantee the certain parcel (or parcels) of property more particularly described in Exhibit A attached hereto and by this reference incorporated herein ["Subject Property"]; and

WHEREAS, Grantor has determined that Grantee is an entity described in section 5501.45(E) of the Ohio Revised Code and is therefore eligible to have the Subject Property conveyed to it upon such consideration as shall be determined by Grantor to be fair and reasonable, without competitive bidding; and

WHEREAS, Grantor and Grantee have agreed that \$800,000.00 is a fair and reasonable amount of consideration to be paid for the conveyance of the Subject Property to Grantee.

NOW THEREFORE, in consideration of the foregoing and the further consideration of the promises, agreements and covenants hereinafter contained, Grantor and Grantee hereby contract as follows:

1. Grantee will pay to Grantor the sum of \$800,000.00 at the time of the consummation and closing of this Agreement.
2. Grantee will not under any circumstances advertise, or agree to sell or otherwise alienate the Subject Property, or any portion thereof, to any third party until after the Director's Deed contemplated by this Agreement has been delivered to Grantee. If Grantee fails to abide with the terms of this section, then, at its exclusive option, Grantor may declare the Down Payment forfeited and cancel the within contemplated sale and conveyance to Grantee.
3. Grantee will assume and pay all taxes, assessments and penalties that might be due and payable on said property as of the date of this Agreement, and Grantee will be exclusively responsible for any and all taxes, assessments and penalties subsequently assessed and accrued.
4. Grantor, upon fulfillment of all the obligations and terms of this Agreement, will convey the Subject Property to the Grantee. The conveyance instrument will be a Director's Deed (as provided for in section 5501.45(E) of the Ohio Revised Code) that quit-claims all the rights, titles and interests of the State of Ohio.
5. The consummation and closing of this Agreement will occur at such time and place as the parties may agree, but not later than 14 days after Grantor notifies Grantee in writing that the Grantor is ready to consummate and close this Agreement.
6. Grantee will take possession of the Subject Property at the time the consummation and closing of this Agreement occurs.
7. If the Subject Property, or a portion thereof, is damaged or destroyed by fire or other cause between the date on which this Agreement is executed by the parties and the date on which this Agreement is consummated and closed, then at its exclusive option Grantor may:
 - (a) Elect to proceed with the consummating and closing this Agreement, in which event Grantor will restore the Subject Property to substantially the same condition it was at the time of the execution of this Agreement; or
 - (b) Elect to rescind this Agreement, in which event the parties will be released from all duties, obligations and liabilities created by this Agreement and the Down Payment will be refunded to Grantee.
8. Grantor is conveying the Subject Property in an AS-IS, WHERE-IS condition, WITH ALL FAULTS, including all defects, known or unknown; provided, however Grantor (without a duty to inspect and discover) shall disclose to Grantee any and all defects or faults known to Grantor. Both Grantor and Grantee are acting at arm's length to protect their own interests, and Grantee has and will use its own independent judgment concerning the sale and purchase of the Subject Property. Grantor does not make to Grantee, and Grantor expressly disclaims, any representations, warranties and/or guarantees, express or implied, oral or written, of any kind whatsoever as to the Subject Property, including but not limited to any warranties of title.

9. Grantee assumes all environmental liability and responsibility with respect to the land and its improvements and further agrees to indemnify and hold harmless the State of Ohio and its Department of Transportation, employees, agents, contractors and officials against any and all damages, claims, liability, loss, fines, or expenses, including, but not limited to, attorney's fees and litigation costs, related to the discovery, presence, disposal, release or clean-up of contaminants, hazardous materials, or wastes affecting the Subject Property, or the soil, water, vegetation, buildings or personal property located thereon, whether known or unknown, as well as any personal injury or property damage related to such contaminants, hazardous materials or other pollutants. The foregoing indemnity agreement will survive the consummation and closing of this Agreement.

10. This Agreement will be a valid and binding contract for sale and purchase of the Subject Property at such time as it is fully executed by both Grantor and Grantee.

11. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

12. This Agreement will be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

13. This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, express or implied, other than herein set forth, shall be binding upon either Grantor or Grantee.

14. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Grantor and Grantee.

IN WITNESS WHEREOF, the parties hereto, namely the State of Ohio, Department of Transportation and the City of Circleville have executed this Agreement on the date(s) indicated immediately below their respective signatures.

By: Jim Stanley, Director of Public Service
Date: _____, 2024

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

Jack Marchbanks, Ph.D., Director
By: Tammy Boring
District 6 Real Estate Administration
Date: _____, 2024