

RECORD OF ORDINANCES

Ordinance No. 08-60-24 Passed 8-20, 20 24

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO EXECUTE AND FILE AN APPLICATION WITH THE OHIO PUBLIC WORKS COMMISSION FOR POSSIBLE FINANCIAL ASSISTANCE THROUGH THE CLEAN OHIO GREEN SPACE CONSERVATION PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, the City of Circleville through the Ohio Public Works Commission, administers financial assistance for public recreation purposes, through the Clean Ohio Green Space Conservation Program; and

WHEREAS, the City of Circleville is desirous of obtaining financial assistance under the Clean Ohio Green Space Conservation Program;

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

SECTION I. That the City of Circleville hereby approves the filing of an application for financial assistance for recreation purposes through the Clean Ohio Green Space Conservation Grant.

SECTION II. That the Director of Public Service of the City of Circleville is hereby authorized to execute, file an application, and execute a letter of intent, with the Ohio Public Works Commission and to provide all information and documentation required to become eligible for possible funding assistance.

SECTION III. That the City of Circleville does hereby agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms of the Clean Ohio Green Space Conservation Programs.

SECTION IV. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the citizens of the City of Circleville, such emergency arising out of the immediate need for submission of applications for financial assistance through these programs prior to the deadlines for such applications, 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

Barry D. Kille
PRESIDENT OF COUNCIL

ATTEST: Melissa Br
CLERK OF COUNCIL

APPROVED: 8-20-24
DATE

Nichelle G. Blanton
MAYOR

APPROVED AS FORM:
KC
KENDRA C. KINNEY - LAW DIRECTOR

City of Circleville



Department of Public Service
City Administration Building
104 E. Franklin Street
Circleville, OH 43113
Office: 740-477-8224
Fax: 740-477-8427
www.circlevilleoh.gov

Michelle L. Blanton
Mayor
James A. Stanley
Director

LETTER OF INTENT

This document is an expression of intent between the City of Circleville (hereinafter referred to as "Purchaser") and Daico Dirt LLC (hereinafter referred to as "Seller") wherein the Seller is expressing their intent and desire to sell to Purchaser and Purchaser is expressing their intent and desire to purchase from Seller, the property located in Yamarick Township, Pickaway County, Ohio, consisting of approximately 24.628 acres (parcel number A3700010000301), hereinafter referred to as the "Property") The sale shall be subject to further terms and conditions as agreed upon by the parties but shall contain the minimum following terms and conditions:

1. Purchase price to be \$550,000.00 (Five Hundred and Fifty Thousand Dollars) contingent upon Purchaser being awarded a Clean Ohio Green-Space Conservation Grant no later than December 31, 2024. In the event said grant funds are not awarded by said date either Seller or Purchaser may terminate the agreement to sell the Property and neither party shall have any further obligation to the other.
2. Seller shall provide a general warranty deed and evidence of marketable title to include title insurance satisfactory to the Purchaser.
3. The purchase transaction shall close no later than March 31, 2024. The final purchase agreement may contain different terms than those contained herein upon the mutual agreement of the parties hereto, however, this Letter of Intent expresses the general intent of the parties and the minimum requirements of the future agreement.
4. Should the parties fail to agree on final terms and conditions then this Letter of Intent shall expire by its own terms.
5. By acceptance of this Letter of Intent the Sellers give the Purchaser the exclusive right to purchase the Property for the period from the date hereof through and including March 31, 2024. During this period, it is agreed that Purchasers shall have access to the Property for purposes of inspection and survey and like inspections. Furthermore, during the period of this Letter of Intent Sellers shall maintain the Property subject to ordinary wear and tear.
6. Sellers shall be responsible for paying any brokerage commissions if any and the closing costs which are customarily allocated to Sellers. Purchaser shall pay those closing costs which are customarily allocated to Purchaser.

7. Purchaser and Sellers agree that they shall cooperate in the drafting and execution of final purchase agreement satisfactory to both parties. In the event the parties hereto cannot agree to a final purchase agreement on or before April 1, 2025 this Letter of Intent shall expire and neither party hereto shall have any further obligation to the other. This Letter of Intent may be executed in counterparts, each of which when taken together shall be considered a complete document.

AGREED AND ACCEPTED:

CITY OF CIRCLEVILLE

DAICO DIRT, LLC

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

DRAFT

City of Circleville



Department of Public Service

City Administration Building
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www.circlevilleoh.gov

Michelle L. Blanton
Mayor

James A. Stanley
Director

LETTER OF INTENT

This document is an expression of intent between the City of Circleville (hereinafter referred to as "Purchaser") and Southern Springs LLC (hereinafter referred to as "Seller") wherein the Seller is expressing their intent and desire to sell to Purchaser and Purchaser is expressing their intent and desire to purchase from Seller, the property located in Yamarick Township, Pickaway County, Ohio, consisting of approximately 23.122 acres (parcel number A0510280001700), hereinafter referred to as the "Property") The sale shall be subject to further terms and conditions as agreed upon by the parties but shall contain the minimum following terms and conditions:

1. Purchase price to be \$499,000.00 (Four Hundred and Ninety Nine Thousand Dollars) contingent upon Purchaser being awarded a Clean Ohio Green Space Conservation Grant no later than December 31, 2024. In the event said grant funds are not awarded by said date either Seller or Purchaser may terminate the agreement to sell the Property and neither party shall have any further obligation to the other.
2. Seller shall provide a general warranty deed and evidence of marketable title to include title insurance satisfactory to the Purchaser.
3. The purchase transaction shall close no later than March 31, 2024. The final purchase agreement may contain different terms than those contained herein upon the mutual agreement of the parties hereto, however, this Letter of Intent expresses the general intent of the parties and the minimum requirements of the future agreement.
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6. Sellers shall be responsible for paying any brokerage commissions if any and the closing costs which are customarily allocated to Sellers. Purchaser shall pay those closing costs which

are customarily allocated to Purchaser.

7. Purchaser and Sellers agree that they shall cooperate in the drafting and execution of final purchase agreement satisfactory to both parties. In the event the parties hereto cannot agree to a final purchase agreement on or before April 1, 2025 this Letter of Intent shall expire and neither party hereto shall have any further obligation to the other. This Letter of Intent may be executed in counterparts, each of which when taken together shall be considered a complete document.

AGREED AND ACCEPTED:

CITY OF CIRCLEVILLE

SOUTHERN SPRINGS LLC

BY: _____

BY: _____

ITS: _____

ITS: _____

DATE: _____

DATE: _____

DRAFT