RECORD OF LEGISLATION

No. 11.71-2026 Passed 11-3- , 20 26

AN ORDINANCE AUTHORIZING THE CITY AUDITOR TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT CONTAINING A PRIMARY OCCUPANCY AGREEMENT FOR CERTAIN PROPERTY LOCATED AT 159-201 EAST FRANKLIN STREET OWNED BY CIRCLEVILLE PUMPKIN SHOW INC., 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, Circleville Pumpkin Show, Inc., owns property designated on the Pickaway County tax maps as APN: A05-2-041-00-003-00 and A05-2-041-00-004-00 located at 159-201 East Franklin Street, Circleville, Ohio 43113; comprised of two (2) contiguous rectangular shaped, downtown business zoned, comer parcel of land containing a total of approx. 14,775 square feet, approx. 0.34 acres. The site is currently improved with one and partial two-story, plus partial basement, mixed-use building, containing approx. 17,302 square feet of gross building area. The site is comprised of a warehouse, office space, a fraternal hall, one (1) loading dock, and two (2) loading doors (the Subject Properties) (said real properties, together with all improvements constructed thereon, and all rights, appurtenances and hereditaments appertaining thereto, shall hereinafter be referred to as the "Premises"); and

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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CIRCLEVILLE, PICKAWAY COUNTY, 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 proposed 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 provided that all amendments are approved by the City Law Director. This also includes provisions related to Indemnification and Insurances notices that were presented to Pumpkin Show Inc. by the City and accepted as terms which will be reflected in the final Real Estate Purchase Agreement.

SECTION II. The City recognizes that contained within the Purchase Agreement is also a Primary Occupancy Agreement which will outline provisions for the assignment of a sublease of the building and permitted occupancy of the building until such time as the City makes use of the property with further terms as outlined in the agreement.

SECTION III. 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 IV. 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 V. There be appropriated from the unappropriated balance of $630,000.00 in Fund 101, $150,000.00 in Fund 209 as authorized by the Circleville Municipal Judge, for the total amount of $780,000.00. Any proceeds from any future sale of the Property shall be deposited back into the General Fund.

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No. _____ *Passed* _____, *20* ____

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SECTION VI. This Council finds and determines that the immediate purchase of certain real property is necessary to preserve and protect the public peace, health, safety, and welfare of the City, and to timely secure the acquisition of the property under terms favorable to the City. Delays in the effectiveness of this Ordinance could result in the loss of the opportunity to acquire the property and could adversely affect the City's operational, economic development, infrastructure, recreational, or other public purposes.

SECTION VII. 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 of the immediate need to purchase property from the Circleville Pumpkin Show Inc., for the City of Circleville, is so far as the completion of the transaction is quickly needed to preserve negotiated purchase terms, and advance the public purposes for which the property is being acquired. The delay otherwise required before this Ordinance becomes effective could jeopardize the City's ability to complete the acquisition, forfeit the sale, and thereby adversely affect the public peace, health, safety, and welfare of the community. Therefore, is it such that this ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: 11-3-2026 DATE

Barry D. Keller
PRESIDENT OF COUNCIL

ATTEST: Melissa J. Shaw
CLERK OF COUNCIL

APPROVED: 11-3-2026 DATE

Nicholas L. Benton
MAYOR

APPROVED AS FORM:

K. C. K.
KENDRA C. KINNEY - LAW DIRECTOR

RECORD OF LEGISLATION

No. _____ *Passed* _____, *20* ____

From: Kendra Kinney
To: Jenn Noble
Subject: FW: Authorization for use of 209 Funds
Date: Sunday, October 25, 2026 9:59:12 PM

Email for Purchase Ordinance

From: Elisa M. Peters <elisa@circlevillecourt.com>
Sent: Thursday, October 22, 2026 10:49 AM
To: Mark Bidwell <mbidwell@circlevilleoh.gov>; Kendra Kinney <kkinney@circlevillelaw.com>
Subject: Authorization for use of 209 Funds

Mark,

This will serve as official authorization to utilize 209 funds in the amount of $150,000 to assist with the purchase of the Franklin Street property from Pumpkin Show, Inc. Please let me know if you need additional information.

Elisa

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REAL ESTATE PURCHASE AGREEMENT

The undersigned purchaser, the City of Circleville, agrees to purchase from the undersigned Seller, Circleville Pumpkin Show Inc, and seller, Circleville Pumpkin Show Inc., agrees to sell to Purchaser, the City of Circleville, certain Real Property upon the following terms and conditions:

1. **Real Property:** The City of Circleville shall purchase from Circleville Pumpkin Show Inc., and Circleville Pumpkin Show Inc., shall sell to the City of Circleville the following described Real Property situated in Pickaway County, Ohio:

   Situated in the State of Ohio, County of Pickaway, and in the city of Circleville:

   Property designated on the Pickaway County tax maps as APN: A05-2-041-00-003-00 and A05-2-041-00-004-00 located at 159-201 East Franklin Street, Circleville, Ohio 43113; comprised of two (2) contiguous rectangular shaped, downtown business zoned, corner parcel of land containing a total of approx. 14,775 square feet, approx. 0.34 acres. The site is currently improved with one and partial two-story, plus partial basement, mixed-use building, containing approx. 17,302 square feet of gross building area. The site is comprised of a warehouse, office space, a fraternal hall, one (1) loading dock, and two (2) loading doors.

2. **Fixtures and Inclusions:** This sale includes all buildings, improvements, and fixtures currently on the Real Property. Real Property shall include the land, all appurtenances, rights, and privileges but subject to all legal highways, zoning ordinances, easements, restrictions, conditions of record and subject to any provisions of this Contract.

3. **Purchase Price and Terms:** Payable upon closing, the City of Circleville shall pay Seven Hundred Eighty Thousand Dollars ($780,000.00) (the "Purchase Price") for the Real Property, as per the July 10, 2025, commercial appraisal completed by Alliant Commercial Appraisers.

4. **No Warranties/Inspection:** The seller, Circleville Pumkin Show Inc., makes no representations or warranties regarding the condition of the Real Property. The seller, Circleville Pumpkin Show Inc., and the purchaser, the City of Circleville are relying solely upon the appraisal of the Real Property and purchaser, the City of Circleville is purchasing the Real Property "as is."

5. **Closing:** This contract shall be fulfilled, and this transaction closed on a date at a location and time agreed to by all parties on or before December 31, 2026. The purchaser, the City of Circleville, shall be responsible for any and all costs associated with closing, including, but not limited to, the costs of any title search, title insurance policy, deed preparation and recording, and conveyance fees.

6. **Possession:** Seller, Circleville Pumpkin Show Inc., shall deliver possession of the Real Property to Purchaser, the city of Circleville, on the closing date. It is mutually agreed by all parties that Circleville Pumpkin Show Inc. may fully utilize the property to conduct its 119th Circleville Pumpkin Show, October 2026.

7. **Primary Occupancy Agreement:** On the date of closing, the seller, Circleville Pumpkin Show Inc., will become the primary Tenant of the properties for an indefinite period under the terms of Section 10, Termination of Occupancy.

8. **Rent:** As tenant, Circleville Pumpkin Show Inc. will have no monthly rental fee. As the tenant, Circleville Pumpkin Show Inc. will pay for all utilities; gas, electricity, and water.

9. **Secondary Lease Agreement:** On the date of closing, the Independent Order of Odd Fellows (I.O.O.F) will become the secondary tenant of the property located at 159 ½ East Franklin Street, 2nd Floor, in the City of Circleville, Pickaway County, Ohio. I.O.O.F.'s current lease agreement, as well as the current rental payment of $50.00 per month / $600.00 per year will be transferred / prorated to the purchaser, the City of Circleville.

10. **Termination of Occupancy:** Should the City of Circleville desire to terminate the lease for demolition and / or development, the City of Circleville will provide Circleville Pumpkin Show Inc., and / or I.O.O.F, with a 120-day written notice to vacate the property.

11. **Maintenance:** Until physical possession is delivered to purchaser, the City of Circleville, the seller, Circleville Pumpkin Show Inc., shall maintain Real Property in the same condition as it is in as of the date of execution of this contract.

12. **Extension of Services:** All previously agreed services provided by the purchaser, the City of Circleville, related to the set-up, the operation, and the tear down of the show remain in place, verbal and/or written, reimbursed and/or gratuitous (in-kind), remain in place, unchanged, and unaltered by this purchase agreement.

13. **Real Estate Taxes, Prorations/Credits:** The seller, Circleville Pumpkin Show Inc, legally designated the property as tax exempt prior to this purchase agreement. However, if it should become a relevant to the sale, Real property taxes shall be prorated at closing using the most recent information available. The seller, Circleville Pumpkin Show Inc., shall pay, through closing, all accrued utility, and other similar charges. Notwithstanding anything herein to the contrary, the seller, Circleville Pumpkin Show Inc., shall not be responsible for or pay for any taxes or assessments related to the Real Property after closing, including, but not limited to, any taxes or assessments that may result from any revaluation of the Real Property as a result of this transaction, any improvements purchaser, the City of Circleville, makes to the Real Property, or for any other reason.

14. **Title and Title Insurance:** At purchaser's, the City of Circleville, option and expense, purchaser, the City of Circleville, may obtain an owner's title insurance commitment and an owner's title insurance policy, in the amount of the purchase price. At closing, seller, Circleville Pumpkin Show Inc., shall sign an affidavit with respect to off-record title matters in accordance with community customs. Seller, Circleville Pumpkin Show Inc., shall convey good and marketable title to the Real Property to purchaser, the City of Circleville, free and clear of all liens and encumbrances except real estate taxes, restrictions and conditions of record, utility easements and right of way grants of record, and building/zoning restrictions/regulations. Marketability of titles shall be determined in accordance with

the Standards of Title Examination adopted by the Ohio State Bar Association. Unless otherwise agreed by all parties, all liens and encumbrances shall be paid out of the proceeds of sale at the closing.

15. **Counterparts:** This contract may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to and may be appended to any other counterpart.

16. **Miscellaneous:** This contract constitutes the entire agreement, and no oral or implied agreements exist. Any amendments or extensions to this contract shall be made in writing, signed by purchaser, the City of Circleville, and seller, Circleville Pumpkin show Inc. The seller, Circleville Pumpkin Show Inc. represents that seller, Circleville Pumpkin Show Inc., is vested in the Real Property and all individuals signing on as sellers, Circleville Pumpkin Show Inc., has authority to enter this contract and to perform obligations set forth herein. Time is of the essence as to all provisions of this contract.

17. **Approval:**

City of Circleville	**Circleville Pumpkin Show Inc.**
Michelle Blanton, Mayor	***Marc L. Rogols, President On Behalf of Board of Trustees***
Kindra Kinney, Law Director	***Date Signed***
City Council, President	***Approval Date – Board of Trustees***
Date Signed	