

RESOLUTION NO.: 2008-R04 (Amended January 22, 2008)
SPONSOR: MAYOR NORTON
INTRODUCED: JANUARY 8, 2008 **ASSIGNED TO:** _____

A RESOLUTION AUTHORIZING THE CITY OF GREEN TO PURCHASE APPROXIMATELY 6.07 ACRES OF PROPERTY LOCATED AT THE INTERSECTION OF ARLINGTON ROAD AND GREENSBURG ROAD, MAKING AN APPROPRIATION, AND DECLARING AN EMERGENCY.

WHEREAS, for numerous years, the City has received complaints about drainage problems at, around and near the intersection of Arlington Road and Greensburg Road in the City of Green; and

WHEREAS, the City received an opportunity to purchase the property located at the intersection of Arlington Road and Greensburg Road; and

WHEREAS, after negotiations, the City has reached an agreement to purchase the property for the sum of One Hundred Fifty Thousand (\$150,000) Dollars; and

WHEREAS, ownership of the property by the City of Green will benefit the health, safety and welfare of the citizens of Green because it will enable the City to make changes, alterations and/or improvements to the storm water drainage in the area and the property may also be used for recreational purposes; *AND*

WHEREAS, IT IS NECESSARY TO APPROPRIATE FUNDS TO PURCHASE THE PROPERTY.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT AND STATE OF OHIO THAT:

SECTION ONE:

City Council authorizes the Mayor to enter into a purchase agreement for the purchase of land located at the intersection of Arlington Road and Greensburg Road (parcel no. 28-08010) from Harry J. Welch and Eugenia M. Welch, Trustees of the Harry J. Welch Living Trust; and, J.F. Stevehagen Company, Inc. A complete copy of the Purchase Agreement is attached to this Resolution as Exhibit "A".

SECTION TWO:

CITY COUNCIL AUTHORIZES THE APPROPRIATION OF ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS FROM THE GENERAL FUND LAND ACCOUNT (100-1900-53610) FOR THE PURCHASE OF THE PROPERTY.

SECTION TWO THREE:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and any deliberations of this Council and any of its committees that resulted in

those formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION ~~THREE~~ FOUR:

Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety, and welfare of the citizens of Green. Provided that this legislation receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: Feb 26, 2008

Molly Stevens
Molly Stevens, Clerk

Christine Croce
Christine Croce, Council President

APPROVED: Feb. 26, 2008

Richard G. Norton
Richard G. Norton, Mayor

COPIED _____
SVCE ZONE PARK ROAD ENG
LAW FIN MAY PLAN FIRE

ENACTED EFFECTIVE: Feb. 26, 2008

ON ROLL CALL: Colopy -YEA Croce -YEA France -YEA Manwaring -YEA
Reed -YEA Ridgeway -YEA Smole -YEA Adopted 7-0

Suburbanite publication on MARCH 3 and MARCH 10, 2008

Molly Stevens
Molly Stevens, Clerk

SP 3/16/08

REAL ESTATE PURCHASE AGREEMENT

This Agreement is made this ___ day of _____, 2007, by and between Harry J. Welch, Eugenia M. Welch, Co-Trustees of the Harry J. Welch Living Trust; and, J.F. Stevenhangen Company ("Sellers") and the City of Green ("Buyer").

1. **Property** In consideration of the mutual promises contained in this Agreement, Sellers agree to sell and convey and Buyer agrees to purchase the real property known as TR 21 Lot NW TRIA E of ARL & S of Greensburg Rd. 6.070A. (Permanent Parcel Number 2808010 – full legal description attached as Exhibit "A").
2. **Price** Buyer agrees to pay the Sellers the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) for the property. Buyer shall pay the money to a designated title company seven (7) days prior to the closing date.
3. **Conditions** This Agreement is contingent upon all of the following conditions.
 - A. Acceptance of this Agreement by Green City Council. Acceptance by Green City Council means the passage of a resolution adopting the Agreement and the appropriation of adequate funds to effectuate the purchase.
 - B. The City, may, if determined necessary, conduct a water and soil study and submit a written report. The report shall confirm that there is no soil and/or water contamination on the property. If the City Engineer determines that there is soil and/or water contamination, then the Sellers shall be solely responsible for eliminating the contamination from the site prior to closing, subject to the City Engineer's approval. The Buyer has the option to rescind the sale and renegotiate the purchase price if it is necessary to eliminate contamination. The Buyer shall bear all costs associated with the water and soil study.
 - C. The City may, at its expense, hire a consultant to perform an Environmental Assessment, Phase I. If an Environmental Assessment, Phase II is determined to be needed, the City has the option to rescind its offer or negotiate with the Sellers the purchase price based on the assessments' findings and costs for abatements.
 - D. All mineral and subsurface rights to pass to Buyer.
4. **Escrow** Buyer and Sellers agree to deposit in escrow with said title company the funds, deeds, notes, mortgages and other instruments necessary to close this purchase. Escrow fees shall be shared equally by Buyer and Sellers. Sellers agree to pay for a title search. Buyer agrees to pay for the owner's fee title insurance policy and for the deed transfer and recording fees. Sellers shall furnish, at their expense, a warranty deed of conveyance to the Buyer. Real estate commissions, if any, will be paid by the Buyer.

5. **Closing Date** The closing date for the sale shall be on or before sixty (60) days from the date the Green City Council passes legislation authorizing the purchase of the property. Closing is defined as the date of filing of the deed to the Buyer, and is not necessarily the date of disbursement of Sellers's proceeds.
6. **Taxes and Assessments** Taxes and certified assessments shall be prorated as of the date of closing. The proration shall be based on the latest tax duplicate bill. Buyer agrees to assume and pay all uncertified taxes and assessments, if any.
7. **Possession** Possession of the property shall be delivered to Buyer no later than one (1) day after closing subject to the provisions contained in Section 8. Sellers agree to deliver possession of the property to the Buyer in the same condition as of the date of the signing of this Agreement, reasonable wear and tear expected. Sellers shall keep the entire property covered with insurance until delivery of the property to the Buyer. Buyer agrees to add this property to its general insurance policy on or before the closing date.
8. **Binding Agreement** Upon acceptance, this offer shall become an Agreement binding both Buyer and Sellers, their respective heirs, executors, administrators and assigns. This Agreement shall be made a part of or be used as the escrow instructions and shall be subject to the Escrow Agent's standard conditions of escrow acceptance which are not inconsistent with this Agreement. The terms, covenants, conditions and provisions of this Agreement to be performed by the Sellers shall survive the delivery and recording of the deed. This instrument constitutes the entire Agreement between the parties and any amendment shall be in writing and signed by both parties.

[THIS SPACE LEFT INTENTIONALLY BLANK]

WITNESS:

H. Williams

H. Williams

H. Williams

SELLERS:

Harry J. Welch Living Trust

Harry J. Welch Trustee
By: Harry J. Welch, Trustee
12/29/07

Harry J. Welch Living Trust

Eugenia M. Welch Trustee
By: Eugenia M. Welch, Trustee
12/29/07

J.F. Stevenhagen Company

John F. Stevenhagen, PRES.
By: John F. Stevenhagen, its
President
12/29, 2007

BUYER: CITY OF GREEN

Richard G. Norton
By: Richard G. Norton, its Mayor

Approved as to form:

Stephen J. Pruneski
Stephen J. Pruneski, its Law Director