



RESOLUTION 21-2022

OF THE VILLAGE OF ASHVILLE



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A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE AN AGREEMENT AND/OR AGREEMENTS AND/OR AMENDMENTS TO ANY PAST AGREEMENTS FOR THE PURCHASE OF LAND FROM THE BOARD OF EDUCATION OF TEAYS VALLEY LOCAL SCHOOL DISTRICT AND TO EXECUTE OTHER CONTRACTS AS REQUIRED.

WHEREAS, a Village Administrator and/or Fiscal Officer can execute agreement (s, see Exhibit B), and

WHEREAS, the Village of Ashville wishes to complete the purchase of land from the Board of Education of Teays Valley Local School District, and

WHEREAS, the Ashville Village Council authorizes the completion of that process with the Board of Education of Teays Valley Local School District.

NOW, THEREFORE, be it resolved by the Village of Ashville Council

- 1) That the Village of Ashville Council authorizes the Village Administrator and Fiscal Officer to execute all necessary agreements to complete the First Amendment to Real Estate Purchase and Sales Agreement, Exhibit A.

Therefore, this resolution will take effect upon passage.

Motion Offered by: Nelson R. Embrey

Seconded to the Motion Offered by: Roger L. Clark

Upon roll call on the adoption of the resolution, the vote was as follow:

Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council	Yes	No
Roger L. Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nelson R. Embrey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Randy S. Loveless	<input checked="" type="checkbox"/>	<input type="checkbox"/>	R. David Rainey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Scholl	<input checked="" type="checkbox"/>	<input type="checkbox"/>
												Steve Welsh	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PASSED THIS 5th day of December 2022.

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 12/6/2022

APPROVED:

Charles K. Wise, Mayor

DATE: 14 DEC 22

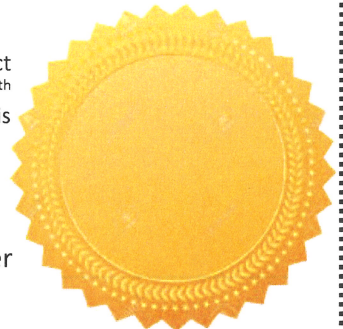
Prepared: 11/30/2022
Revised Date:
Review Date:

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 5th day of December 2022, and that I am duly authorized to execute this certificate.

(Original signature of April D. Grube)

Clerk-Fiscal Officer
(TITLE)



**FIRST AMENDMENT TO REAL ESTATE
PURCHASE AND SALE AGREEMENT**

THIS FIRST AMENDMENT TO REAL ESTATE PURCHASE AND SALE AGREEMENT (“Amendment”) is made effective as of the ____ day of _____, 2022, and is entered into by and between the **BOARD OF EDUCATION OF TEAYS VALLEY LOCAL SCHOOL DISTRICT**, a local school district and political subdivision of the State of Ohio (hereinafter referred to as “School Board”) and the **VILLAGE OF ASHVILLE, OHIO**, an Ohio municipal corporation (hereinafter referred to as “Village”). The School Board and the Village each shall be a “Party” and collectively will be referred to herein as the “Parties”.

RECITALS

WHEREAS, the School Board and the Village entered into that certain Real Estate Purchase and Sale Agreement with an effective date of March 10, 2021 (the “Contract”) for the purchase and sale of real property on Lockbourne Eastern Road, Ashville, Ohio 43103 consisting of approximately 4.7 acres of vacant land located in the southwest corner of Pickaway County tax parcel D1300050209100, adjacent to East Middle School; and

WHEREAS, the School Board and the Village now desire to amend the Contract to revise the Property description, to address certain environmental issues related the Property and various other issues.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School Board and the Village hereby agree as follows:

1. RECITALS: The foregoing recitals are incorporated as if fully rewritten herein.
2. DEFINED TERMS: Terms not expressly defined herein, to the extent such terms are defined in the Contract, shall have the same meaning and application ascribed thereto in the Contract.
3. PROPERTY: Based on the completed survey work, the definition of Property as set forth Contract is hereby modified to show that the acreage of vacant land to be acquired by the Village is 5.020 acres (instead of approximately 4.7 acres) and Exhibit A of the Contract is hereby deleted and replaced with the new legal description and plat of survey attached to this Amendment as **Exhibit A-1**, and incorporated by reference herein.
4. CONSIDERATION: The School District hereby acknowledges and agrees that the consideration to be paid by the Village as set forth in Section 2(a) – (e) of the Contract is now complete, including construction of the Sewer Extension.

5. DUE DILIGENCE/WETLANDS: Section 4 of the Contract is hereby modified to add the following:

“The Village acknowledges and agrees that some site clearing work it caused to be conducted on the Property in or about March 2020 to facilitate soil boring testing resulted in the School District receiving a letter from the Ohio EPA dated June 9, 2022 regarding “Potential Unauthorized Activity in the Waters of the State” and assigned Ohio EPA ID No. 228040 (the “Ohio EPA Matter”). In addition to the Village hereby agreeing to be liable for all legal responsibilities related to the potential jurisdictional wetland located on the Property after Closing, the Village also hereby agrees to be liable for all legal responsibilities related to the Ohio EPA Matter, both before and after the Closing, and further agrees to hold the School District harmless from any liability related to the Ohio EPA Matter.”

6. CONFLICTS: All other terms and conditions of the Contract not expressly modified herein shall remain unchanged and in full force and effect between the Parties. In the event of any conflict between this Amendment and the Contract, the terms and provisions of this Amendment shall control.

7. COUNTERPARTS/ELECTRONIC SIGNATURES: This Amendment may be executed in any number of counterparts as may be convenient or necessary, and the signature pages taken from separate, individually executed counterparts of this Amendment may be combined to form one and the same agreement, all of which taken together shall constitute this Amendment. The signatures on such counterparts may be in electronic or other non-original format, including but not limited to facsimile, scanned or PDF signatures, and any such electronic signatures shall be deemed original signatures and may be transmitted to the other Party via email.

8. EFFECTIVE DATE: The “Effective Date” of this Amendment shall be the date on which the last party to sign executes this Amendment, as set forth in the introductory paragraph of this Amendment.

[Remainder of Page Intentionally Blank; Signatures Follow]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed effective as of the date and year first set forth above.

Accepted and executed by the School Board on _____, 2022.

**BOARD OF EDUCATION OF TEAYS
VALLEY LOCAL SCHOOL DISTRICT:**

By: _____
Bill McGowan, Board President

By: _____
Trey Fausnaugh, Treasurer

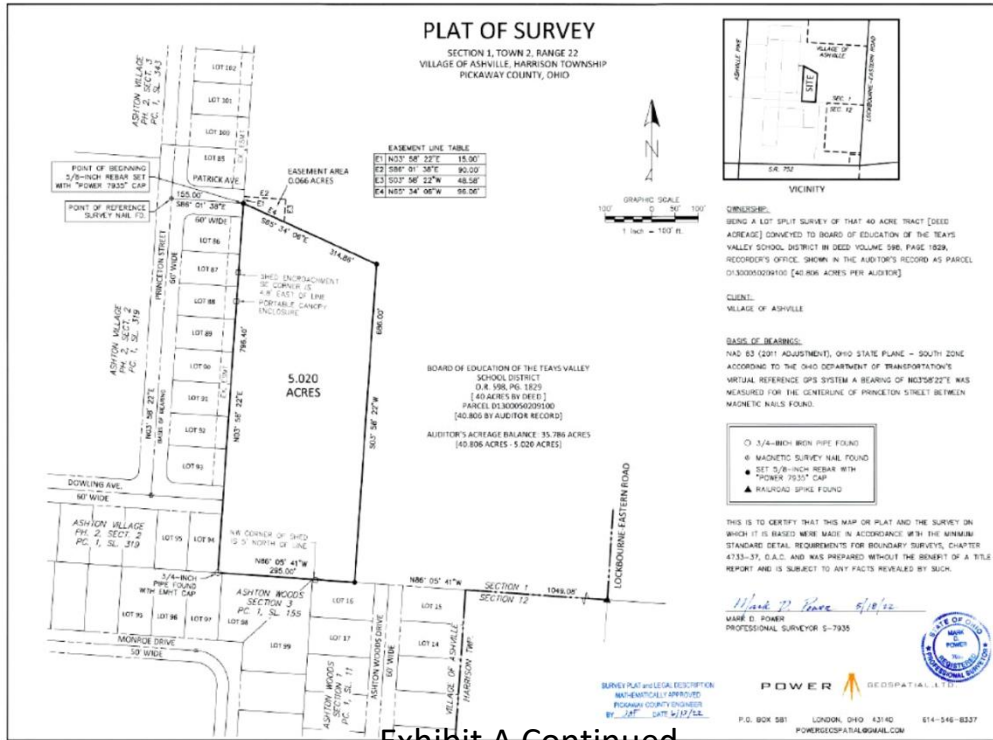
Accepted and executed by the Village on _____, 2022.

VILLAGE OF ASHVILLE

By: _____
Franklin Christman, Village Administrator

By: _____
April Grube, Fiscal Officer

EXHIBIT A-1
PROPERTY



DESCRIPTION OF 5.020 ACRES OF LAND
VILLAGE OF ASHVILLE
HARRISON TOWNSHIP, PICKAWAY COUNTY, OHIO
SECTION 1, TOWN 2, RANGE 22

Situate in the Village of Ashville, Harrison Township, Pickaway County, State of Ohio, Section 1, Town 2, Range 22, and being all out of that 40-acre tract described in deed to Board of Education of the Teays Valley School district in ~~Official Rec~~ 598, Page 1829, Auditor's Parcel D1300050209100 [40.806 acres by Auditor's record], and being 5.020 acres more particularly described as follows:

Beginning for reference at a survey nail found at the centerline intersection of Princeton Street and Patrick Avenue shown of record in Ashton Village, Phase 2, Section 2, Plat Cabinet 1, Slide 319 of the Pickaway County Recorder records;

Thence South 86°01'38" East, along the centerline of Patrick Avenue, 155.00 feet to a 5/8-inch rebar set with plastic cap stamped "POWER 7935" at the intersection of the centerline terminus of Patrick Avenue and the west line of said 40-acre School tract and the True Point of Beginning;

Thence South 65°34'06" East, into said 40-acre School tract, 314.86 feet to a 5/8-inch rebar set with plastic cap stamped "POWER 7935";

Thence continuing through said 40-acre School tract, South 03°58'22" West, 686.00 feet to a 5/8-inch rebar set with plastic cap stamped "POWER 7935" in the south line of Section 1, in the north line of Lot 16 of Ashton Woods, Section 1 of record in Plat Cabinet 1, Slide 11 of the Pickaway County Recorder records, and being North 86°05'41" West, 1049.08 feet from a railroad spike found in Lockbourne-Eastern Road at the southeast corner of Section 1;

Thence North 86°05'41" West, along the north line of Section 1, the north line of said Lot 16, and along the north line of Lot 98 and part of the north line of Lot 97 of Ashton Woods, Section 3 of record in Plat Cabinet 1, Slide 155 of the Pickaway County Recorder records, 295.00 feet to a 3/4-inch iron pipe with "EMHT" cap at the southeast corner of Lot 94 of said Ashton Village, Phase 2, Section 2;

Thence North 03°58'22" East, along the east line of said Ashton Village, Phase 2, Section 2, 796.40 feet to the Point of Beginning. Containing 5.020 acres of land, more or less. Subject to all existing easements and rights of ways of record.

For the purpose of this description an Ohio State Plane - South Zone (NAD83/2011) bearing of North 03°58'22" East was measured at the centerline of Princeton Street between magnetic nails found in Ashton Village, Phase 2, Section 2 of record in Plat Cabinet 1, Slide 319.

This description is based on a field survey in February 2021 by Power Geospatial, Ltd. for the Village of Ashville.

Power Geospatial, Ltd.

 5/10/22
Mark D. Power
Professional Surveyor No. 7935



SURVEY PLAT and LEGAL DESCRIPTION
MATHEMATICALLY APPROVED
PICKAWAY COUNTY ENGINEER
BY JAF DATE 6/13/22

Exhibit B

731.141 Village administrator to make contracts and purchases.

In those villages that have established the position of village administrator, as provided by section 735.271 of the Revised Code, the village administrator shall make contracts, purchase supplies and materials, and provide labor for any work under the administrator's supervision involving not more than fifty thousand dollars. When an expenditure, other than the compensation of persons employed by the village, exceeds fifty thousand dollars, the expenditure shall first be authorized and directed by ordinance of the legislative authority of the village. When so authorized and directed, except where the contract is for equipment, services, materials, or supplies to be purchased under division (D) of section 713.23 or section 125.04 or 5513.01 of the Revised Code, available from a qualified nonprofit agency pursuant to sections 4115.31 to 4115.35 of the Revised Code, or required to be purchased from a qualified nonprofit agency under sections 125.60 to 125.6012 of the Revised Code, the village administrator shall make a written contract with the lowest and best bidder after advertisement for not less than two nor more than four consecutive weeks in a newspaper of general circulation within the village or as provided in section 7.16 of the Revised Code. The bids shall be opened and shall be publicly read by the village administrator or a person designated by the village administrator at the time, date, and place as specified in the advertisement to bidders or specifications. The time, date, and place of bid openings may be extended to a later date by the village administrator, provided that written or oral notice of the change shall be given to all persons who have received or requested specifications no later than ninety-six hours prior to the original time and date fixed for the opening. All contracts shall be executed in the name of the village and signed on its behalf by the village administrator and the clerk.

The legislative authority of a village may provide, by ordinance, for central purchasing for all offices, departments, divisions, boards, and commissions of the village, under the direction of the village administrator, who shall make contracts, purchase supplies or materials, and provide labor for any work of the village in the manner provided by this section.

Cite as R.C. § 731.141 Amended by 129th General Assembly File No.141, HB 509, §1, eff. 9/28/2012. Amended by 129th General Assembly File No.28, HB 153, §101.01, eff. 9/29/2011. Effective Date: 09-26-2003; 10-21-2005