

BEREA CITY COUNCIL

City of Berea, Ohio

ORDINANCE NO. 2023-43

By: Councilwoman Mary K. Brown Sponsor: Mayor Cyril M. Kleem

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 27 HENRY STREET (PERMANENT PARCEL NO. 363-15-062), A SINGLE-FAMILY HOME, FOR THE PURPOSE OF FUTURE REDEVELOPMENT AND EXPANSION OF THE FIRE STATION, APPROPRIATING FUNDS THEREFORE, AND DECLARING AN EMERGENCY.

WHEREAS, the Berea Fire Station is located at 2 Prospect Street, in the City of Berea, Ohio; and

WHEREAS, in addition to the property known as the Berea Fire Station, the City also owns the property directly to the north of the Fire Station, located at 21 Henry Street; and

WHEREAS, the Fire Station, which was completed in 1970 prior to the enactment of the Americans With Disabilities Act, is totally inadequate to house a modern mixed-gender workforce, and lacks sufficient office and training space. In addition, there is not enough physical space to store and safely maintain vehicles and equipment necessary to the mission of the Berea Fire Department; and

WHEREAS, the City has the opportunity to purchase the property located at 27 Henry Street, which is adjacent to the Fire Station and other neighboring property located at 21 Henry Street, owned by the City of Berea, for the purpose of redevelopment and expansion of the Fire Station.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Berea, State of Ohio:

SECTION 1. That the Mayor of the City of Berea be, and is hereby authorized and directed to, enter into a purchase agreement on behalf of the City with the recorded owner of the property known as 27 Henry Street, (Permanent Parcel No. 363-15-062) for the purchase price of One Hundred-Thousand Dollars (\$100,000), in substantial conformance with the terms and conditions contained in the Purchase Agreement, attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. That the Director of Finance be, and hereby is, authorized and directed to pay out such agreement sum(s) and charge the same to, and the funds therefor are hereby appropriated from Fund No. 400 – General Improvements, for the purposes set forth in Section 1.

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SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

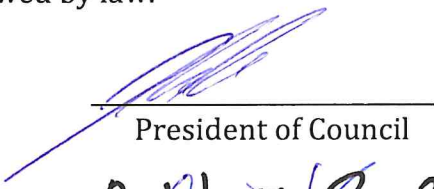
SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to engage in efforts to purchase this property in order to begin planning for the Fire Station expansion. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

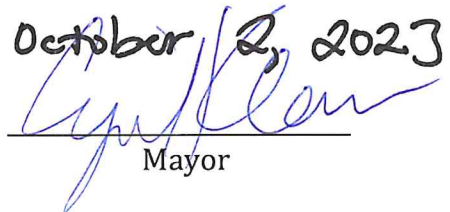
PASSED: October 2, 2023

ATTEST: 
Clerk of Council

APPROVED AS TO FORM:


Director of Law


President of Council

APPROVED: October 2, 2023

Mayor

PURCHASE AGREEMENT

This **PURCHASE AGREEMENT** is made by and between the **City of Berea** ("**BUYER**"), an Ohio Municipal Corporation, whose address is 11 Berea Commons, Berea, Ohio 44017 and **Carl A. Celke, Trustee of the Carl A. Celke Trust Dated March 25, 2021** ("**SELLER**") whose address is 14976 Burbank Road. The Effective Date is the date this Agreement is last signed by one the parties hereto. Burbank, Ohio 44212

THIS AGREEMENT shall be binding upon the parties hereto together with their respective heirs, representatives, successors, agents and assigns. **SELLER** acknowledges that this Agreement is subject to and conditioned upon approval by the Berea City Council.

1. The Property.

In consideration of the total agreed purchase price of **\$100,000.00**, which the **BUYER** agrees to pay to **SELLER** in the manner hereinafter provided, and **SELLER** agrees to sell, transfer and convey to **BUYER** and **BUYER** agrees to buy the premises described below:

Situated in the City of Berea, County of Cuyahoga and State of Ohio:

And known as being part of Sublot No. 5 of H. Bevan's Allotment of part of Original Middleburg Township Section No, 17, as shown by the recorded plat in Volume 1 of Maps, Page 26 of the Cuyahoga County Records, bounded and described as follows: Beginning in the Westerly line of Henry Street at the Southeasterly corner of land conveyed to Laurence H. Maechtel by deed dated September 12, 1925 and recorded in Volume 3316, Page 539 of Cuyahoga County Records; thence Southerly along the Westerly line of Henry Street 48 feet to the Southeasterly corner of land conveyed to Fannie S. Fuller by deed dated October 23, 1911 and recorded in Volume 1370, Page 455 of Cuyahoga County Records; thence Westerly along the Southerly line of land conveyed to Fannie S. Fuller in the Southeasterly corner of land conveyed to Parl H. Mitchell by deed dated June 20, 1946 and recorded in Volume 6093, Page 11 of Cuyahoga County Records; thence Northerly along the Easterly line of land so conveyed to Parl H. Mitchell, 48 feet tot eh Southerly line of land conveyed to Laurence H. Maechtel, as aforesaid; thence Easterly along said Southerly line of tot eh Westerly line of Henry Street and the place of beginning, as appears by said plat, be the same more or less, but subject to all legal highways.

Address: 27 Henry St., Berea, Ohio 44017
Permanent Parcel Number: 363-15-062

The premises shall be sold and conveyed together with all buildings, improvements, appurtenant rights, privileges and easements in connection with the real estate. All real estate and personal property sold hereunder shall hereinafter be called the "Property".

The Property shall include without limitation, all fixtures in their present condition and the following items as are now on the premises: All electrical, lighting, heating, plumbing, mechanical and bathroom fixtures, screens, storm sashes, curtain and drapery rods; all landscaping; range/oven, microwave, dishwasher; all floor coverings; all window treatments, drapes and curtains.

In the event that any items of personal property belonging to the **SELLER** are left upon the premises upon the day that the **BUYER** assumes possession, those items of personal property shall be considered abandoned by the **SELLER** and the **BUYER** may, without cost to the **SELLER**, dispose of and exercise complete dominion over all items of personal property then upon the premises.

2. Purchase Price and Payment.

The total purchase price for the Property shall be **\$100,000.00** due and payable as follows:

(a) The sum of **\$1,000.00** as a down payment will be delivered to the Maximum Title and Escrow Services, Inc. upon execution of this Agreement. In the event that **BUYER** fails to perform, and such failure to perform is not caused by any act or omission of **SELLER**, and such failure is not otherwise excused by the terms of this Agreement, then in such event, the down payment shall be non-refundable, and **SELLER** may recover whatever additional damages arise from **BUYER'S** failure to perform; and,

(b) The balance of the purchase price is to be deposited in cash and deposited into escrow on or before **November 1, 2023**.

3. Title Contingency.

SELLER shall furnish and pay for an ALTA Commitment for an Owner's Policy of Title Insurance from Maximum Title and Escrow Services, Inc., 400 West Bagley Road, Berea, Ohio 44017 in the amount of the Purchase Price, guaranteeing the record title to be good in the **BUYER** free and clear of any lien except a) such restrictions, conditions, easements (however created) and encroachments as do not materially adversely affect the use or value of the property, b) zoning ordinances, if any, and c) taxes and assessments, both general and special, not yet due and payable.

In the event that a defect in title, which affect marketability of title, is discovered prior to closing, **SELLER** shall have thirty (30) days to cure the same. However, **SELLER** is not required to correct the defect. In the event that **SELLER** does not correct the defect in title within 30 days, **BUYER'S** remedy is to either accept title "as is" or terminate this Agreement. In the event **BUYER** elects to terminate this agreement, **BUYER** shall receive a refund of any portion of the purchase price paid and thereafter neither party shall be liable to the other.

4. Disclosure Forms.

BUYER has not received a completed State of Ohio Residential Property Disclosure Form and a Lead Based Paint Disclosure Form before signing this offer.

5. Escrow Agent Appointment.

Maximum Title and Escrow Services, Inc. shall serve as the escrow agent for this transaction. The parties agree to execute any conditions of escrow as requested by the escrow agent which conditions are not in conflict with this Agreement. The parties agree to execute such further documents, affidavits or the like as are reasonably necessary to complete this Agreement.

6. Funds and Documents.

All funds and documents for the completion of this transaction shall be placed in escrow with the escrow agent on or before the Closing Date. The deed shall be filed for record as soon thereafter as is reasonably practical.

7. Costs.

At closing, **SELLER** shall pay:

- The cost of the title commitment and the title search.
- The deed preparation fee and cost of recording the deed.
- One half (½) of the following:
 - escrow fee; and
 - the conveyance fee.
- Any cost associated with releasing any mortgages on the property in which **SELLER** is the named mortgagor.

BUYER shall pay:

- Any costs associated with financing including the cost of recording any mortgages signed by **BUYER**;
- The cost of the owner's title insurance policy (if requested by **BUYER**) and the cost of a lender's title insurance policy, if necessary,
- one half (½) of the following:
 - escrow fee; and
 - the conveyance fee.

8. Prorations.

All taxes and assessments, both general and special, shall be prorated as of the date of the title transfer based upon the latest available tax duplicate.

9. Notices.

Notices required or permitted under this Agreement shall be deemed to be sufficiently given when made in writing and hand delivered to the addressee or forwarded postage paid by United States Certified or Registered Mail. Notices and correspondences shall be addressed:

TO SELLER:

Carl A. Celke, Trustee of the Carl A. Celke Trust

~~Street Address~~ 14976 Burbank Rd.

~~City, State Zip Code~~ Burbank, OH 44212

TO BUYER:

City of Berea

11 Berea Commons

Berea, Ohio 44017

c/o Matt Madzy, Director of Economic Development

10. Time of Essence.

Throughout this Agreement time shall be of the essence.

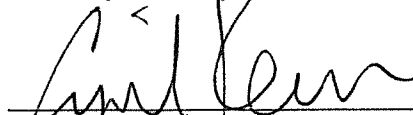
11. Entire Agreement.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. EACH PARTY ACKNOWLEDGES THAT EACH PARTY HAS READ THIS AGREEMENT AND THAT EACH PARTY HAS HAD THE OPPORTUNITY IN CONNECTION WITH THIS AGREEMENT TO CONSULT THE EXPERTS OF EACH PARTY'S CHOICE, INCLUDING LEGAL EXPERTS, AND THAT THE EXECUTION OF THIS AGREEMENT IS THE FREE AND VOLUNTARY ACT AND DEED OF EACH PARTY. EACH PARTY SHALL BE RESPONSIBLE TO PAY THEIR OWN ATTORNEY'S FEES.

IN WITNESS WHEREOF the parties have hereunto set their hands on the day and date shown next to their signatures below.

BUYER:

The City of Berea



By: Cyril Kleem

Its: Mayor

10-25-21

DATE

SELLER:

Carl A. Celke, Trustee of the Carl A. Celke Trust Dated
March 25, 2021



Carl A. Celke, Trustee

10-3-21

DATE