

ORDINANCE NO. 45-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE AVON LOCAL SCHOOL DISTRICT TO PURCHASE REAL ESTATE LOCATED AT 36600 DETROIT ROAD (a.k.a. THE AVON VILLAGE SCHOOL), PERMANENT PARCEL NOS. 04-00-010-112-026; 04-00-010-112-021; 04-00-010-112-020; 04-00-010-112-025; AND 04-00-010-112-024 TO BECOME THE NEW LOCATION FOR AVON CITY HALL AND DECLARING AN EMERGENCY

WHEREAS, because of the rapid growth of the City in recent years the need to acquire a larger space for Avon's City Hall facility also increases; and

WHEREAS, the current City Hall is no longer large enough or capable of expanding to accommodate the many city departments and staff needed to service residents and businesses in the community; and

WHEREAS, in an effort to save taxpayer dollars and preserve a local landmark, the City Administration and City Council have considered the acquisition of the Avon Village School at 36600 Detroit Road as a future location for the Avon City Hall; and

WHEREAS, after analyzing this purchase, considering the variety of uses for the building, the cost of repurposing the space and the value of the current City Hall property to private development, the Mayor seeks authorization from Council to enter into a Purchase Agreement with the Avon Local School District for the purchase of the Avon Village School situated on approximately 6.940 acres of land located at 36600 Detroit Road; and

WHEREAS, Council has had an opportunity to walk the site, tour the building and meet with the Mayor and other members of the Administration to discuss the purchase of the subject property, including the terms of the transaction as set forth in the proposed Purchase Agreement; and

WHEREAS, Council deems it to be in the best interests of the health, safety, and welfare of the community that the City take the next step in the possible acquisition of this property at 36600 Detroit Road by authorizing the Mayor to execute a purchase agreement in furtherance of said acquisition without delay.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO:

Section 1 - That the Mayor is hereby authorized to enter into a Purchase Agreement with the Avon Local School District to acquire a parcel of land located at 36600 Detroit Road, Permanent Parcel Nos. 04-00-010-112-026; 04-00-010-112-021; 04-00-010-112-020; 04-00-010-112-025; and 04-00-010-112-024 (6.940 acres), commonly known as the Avon Village School. Said Agreement, in substantially the form as set forth herein, is attached hereto as Exhibit A and incorporated herein by reference.

Section 2 - Council hereby authorizes the payment of funds from General Fund No. 101 in an amount equal to that set forth in the Purchase Agreement, together with any costs associated with conducting inspections, etc., including the costs of closing. Payment is to be made pursuant to the directives of the Finance Director who is authorized to increase the appropriation by a reasonable amount to cover any engineering, legal and closing fees associated with this purchase.

Section 3 - That it is found and determined that all formal actions of the Council of the City of Avon concerning and relating to the adoption of this Ordinance were taken in an open meeting of the Council of the City of Avon and that all deliberations of this City's Council and any of its committees that resulted in those formal actions were in meetings open to the public, or otherwise 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 immediately necessary for the preservation of the public health, safety and welfare of the citizens of the City of Avon, the immediate emergency being the necessity for the City to acquire additional property within which to relocate City Hall without delay; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: June 23, 2025 DATE SIGNED: June 23, 2025

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: June 24, 2025

Bryan K. Jensen
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara Brooks
Barbara Brooks, Clerk of Council

Posted: June 25, 2025
Electronically and at City Hall as
Provided by Council

Prepared By:

John A. Gasior, Esq.
Law Director, City of Avon

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 45-25, passed by the Council of said City on June 23, 2025.

IN WITNESS WHEREOF, I have on this 24th day of June 2025, affixed my signature and official seal.



Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement (“**Agreement**”) is made and entered into as of July 23, 2025 (the “**Effective Date**”), by and between the City of Avon, Ohio, (“**Buyer**”), and the Avon Local School District Board of Education (the “**Seller**”). Seller and Buyer may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS:

- A. Seller is the owner in fee simple of certain real property located in Lorain County, Ohio, commonly known as 36600 Detroit Road, Avon, Ohio 44011, and being Parcel Numbers 0400010112026, 0400010112021, 0400010112020, 0400010112025, and 0400010112024, the legal descriptions for which are attached hereto as **Exhibit A** (the “**Property**”).
- B. Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Property, on and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Agreement for Purchase and Sale; Deed. Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to purchase from Seller, the Property, on and subject to the terms and conditions of this Agreement. Seller agrees at closing to deliver a recordable limited warranty deed with release of dower, if applicable, conveying and warranting good and marketable title in fee simple to the Property free and clear of all liens, encumbrances, restrictions, conditions, easements and encroachments except as otherwise set forth in Section 11(a) below (the “**Deed**”). Seller shall deliver a draft copy of the Deed to Buyer for review at least three (3) days prior to the date of closing.

2. Purchase Price/Payment.

(a) The purchase price for the Property shall be One Million Seven Hundred Thousand Dollars and 00/100 (\$1,700,000.00) (the “**Purchase Price**”).

(b) There shall be no escrow deposit required under this Agreement. The Purchase Price shall be payable by Buyer to Seller in full at Closing (as defined below) via wire transfer, cashier’s check, or other certified funds.

3. Seller Representations, Warranties and Covenants. Seller hereby warrants and represents to Buyer that the following statements are now, and will on the date of closing be, true and accurate:

- (a) Seller is the owner in fee simple of the Property.
- (b) Seller has good and marketable title to the Property.
- (c) Seller has the right to enter into this Agreement and has full power to convey the Property to Buyer as provided in this Agreement without the consent of any other party.
- (d) No right exists in any third party to acquire the Property or any portion thereof.
- (e) The Property is not subject to any mechanics' liens nor does or will anyone have the right to file a mechanic's lien on the Property for work performed or materials supplied prior to the Closing. There are no third parties in or entitled to possession or use thereof, and there are no management agreements, maintenance or service contracts or other agreements relating to the Property that are unrecorded and are binding on the Property.
- (f) Seller has not received any written notice of any action to take all or any portion of the Property, nor has Seller agreed or committed to dedicate any part of the Property.
- (g) There are no orders, nor any legal or administrative proceedings or arbitrations, pending or threatened, to which the Property is subject or affecting or which may affect the Property.
- (h) To the best of Seller's knowledge, no "**Hazardous Substances**" (as hereinafter defined) have been disposed of, or identified on, under or at the Property in violation of applicable "**Environmental Laws**" (as hereinafter defined). Seller has not received written notice from any political or quasi-political, subdivision, agency, authority, department, court, commission, board, bureau, or instrumentality of any of the foregoing asserting jurisdiction over any of the Parties hereto or over the Property, that the Property is or may be in violation of any applicable federal, state or municipal law, ordinance or regulation regarding Hazardous Substances. No "**Release**" (as hereinafter defined) of Hazardous Substances has occurred at, from, in, adjacent to, or on the Property, nor are there any Hazardous Substances in, on, about or migrating to the Property, and the Property is not affected in any way by any Hazardous Substances. As used herein, the term "**Hazardous Substances**" shall mean: (a) those substances included within the definitions of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes," and "toxic pollutants," as such terms are defined under the Environmental Laws, or any of them. As used herein, the term "**Environmental Laws**" shall mean all federal, state and local laws, statutes, ordinances and regulations, now or hereafter in effect, in each case as amended or supplemented from time to time, including, without limitation, all applicable judicial or administrative orders, applicable consent decrees and binding judgments relating to the regulation and protection of human health, safety, the environment and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation, any state or local counterpart or equivalent of any of the foregoing, and any federal, state or local transfer of ownership notification or approval statutes). "**Release**" shall mean any

spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of any Hazardous Substances.

(i) This Agreement and all documents to be executed pursuant hereto by Seller are and shall be binding upon and enforceable against Seller in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws from time to time in effect that affect creditors' rights generally and by legal and equitable limitations on the availability of specific remedies.

(j) To the best of Seller's knowledge, the Property is in compliance with all applicable federal, state and local statutes, laws, ordinances, orders, requirements, rules and regulations (including, but not limited to, building, zoning and environmental laws and the Americans With Disabilities Act).

(k) To the best of Seller's knowledge, the use of the Property by Seller has been valid, permitted, and a conforming use in accordance with the current zoning classification of the Property; no variances to any applicable federal, state, or local law, rule, regulation, or ordinance were granted or requested in connection with the construction of the improvements, and Seller has no knowledge of any proposed change in the zoning classification for the Property.

(l) The Property is not subject to any special assessments, and Seller has not received notice of any plans for the Property which would entail it's becoming subject to any special assessments. The Property is not currently valued at an agricultural use valuation, and Seller shall not apply for such valuation. At the closing, the Property shall be a separate parcel for tax purposes.

(m) No actions, suits or proceedings are pending or to the best of Seller's knowledge have been threatened against or directly affecting the Property at law or in equity or before any federal, state or local governmental department, commission, board, bureau, agency or instrumentality, the result of which could have a materially adverse effect on the Property, on Seller, or on Seller's ability to perform its obligations under this Agreement.

(n) Between the date of this Agreement and the date of closing, no part of the Property nor any interest therein will be sold, encumbered, or transferred in favor of or to any party whatsoever. There are no purchase contracts, options or any other agreements of any kind, oral or written, by which any person or entity other than Seller will have acquired or will have any basis to assert any right, title or interest in, or right to possession, use, enjoyment or proceeds of, any part or all of the Property.

(o) To the best of Seller's knowledge, all improvements on the Property are wholly within the lot limits of the Property and do not encroach on any adjoining premises; that there are no encroachments on the Property by any improvements located on any adjoining premises.

(p) To the best of Seller's knowledge, and without any independent inspection, the improvements on the Property (including, without limitation, all gas and electric

systems, lighting, heating and air conditioning equipment and systems, ventilator equipment, furnaces, hot water heaters, water, sewage and plumbing systems, fire protection and security systems) are in operating order and repair, normal wear and tear excepted.

Seller's representations and warranties contained in this paragraph 3 shall survive Closing.

4. Buyer Representations, Warranties, and Covenants. Buyer hereby warrants and represents to, and covenants with, Seller, as follows:

(a) Buyer has full power and authority, granted to it legislatively by City Council, to enter into this Agreement to purchase the Property, to carry out its obligations hereunder, and to consummate the transaction contemplated hereby.

Buyer's representations and warranties contained in this paragraph 4 shall survive Closing.

5. Additional Covenants. The Parties further covenant and agree that neither Party shall take or authorize, directly or indirectly, any action (a) which modifies or alters the accuracy of any of the foregoing warranties and representations, or (b) which would prevent either Party from representing and warranting as to the truth and accuracy of said statements as of the date of closing.

6. Closing. The closing of the purchase and sale of the Property and the transfer of title to the Property (the "**Closing**") shall take place on August 22, 2025 at a time that is mutually agreeable to the Parties.

7. Closing Costs; Real Estate Taxes; Utilities.

(a) Buyer shall pay for the Lorain County Auditor conveyance fees related to the Closing.

(b) Buyer shall pay for the cost of a mortgagee title policy, if any, and Buyer shall pay the County Recorder's fee for recording the Deed.

(c) Prior to the Closing, Seller shall pay, or give Buyer a credit against the Purchase Price for (i) all delinquent taxes, special taxes, penalties and interest, if any, and (ii) all special assessments and other assessments then a lien on the Property, both current and reassessed and whether due or to become due, if any.

(d) Seller shall be responsible for the real estate taxes and assessments before the Closing Date, and Seller shall give Buyer a credit against the Purchase Price for all unpaid real estate taxes for years prior to the Closing, and a portion of such taxes for the year of closing prorated through the Closing Date; Buyer shall be responsible for payment of the real taxes and assessments after the Closing Date. The proration of undetermined taxes shall be based on a 365-day year and on the last available tax rate and valuation.

(e) Seller shall cause final water, gas, sewer, electric and all other utility meter

readings to be made as of the date of Closing or as close thereto as is reasonably possible. Seller shall promptly pay or cause to be paid the final bills rendered on such final readings and shall deliver to Buyer evidence of payment of the same. Seller's obligations contained in this paragraph shall survive Closing.

(f) Buyer and Seller shall each be responsible for one-half of the standard closing fees of the Title Company, if any.

8. Closing Documents. Unless provided herein to the contrary, all documents required by this Agreement shall be in the customary form with the customary terms and provisions for the jurisdiction in which the Property is located; provided, however, that the Deed and other documents required for Closing shall be circulated at least three (3) business days before the date of Closing for approval, which approval shall not be unreasonably delayed or withheld. At the Closing, Seller shall deliver to Buyer the following:

(a) a recordable and transferable Deed conveying to Buyer marketable title to the Property executed and acknowledged; and

(b) such other documents as may reasonably be deemed necessary by Buyer, Buyer's legal counsel, or the Title Company, if any, to consummate the purchase and sale contemplated by this Agreement.

9. Title/Conveyance.

(a) At Closing, Seller's title to the Property shall be good and marketable.

(b) Title to the Property shall be good and marketable as defined in the Ohio Marketable Title Act.

(c) Conveyance of title hereunder shall include all of Seller's right, title and interest in easements, agreements and other appurtenances benefiting the Property.

(d) At or prior to Closing, Seller shall pay and discharge all Monetary Liens.

10. Possession. Sole and exclusive possession of the Property shall be delivered by Seller to Buyer at Closing.

11. Examination of Property. Except as otherwise stated herein and other than as set forth in the Deed, Buyer accepts the property in "**AS-IS**" condition without representations or warranties from Seller. Buyer and its agents shall have the right to examine and inspect, and Seller shall provide access for Buyer and its agents at all reasonable times to examine and inspect, the Property and all improvements thereto, and other items used or kept in connection with or located on the Property. Any such inspection shall be conducted by Buyer or Buyer's agents at a date and time that is reasonably agreeable to Seller so as to not interfere with Seller's business and/or employees. Subject to extension as outlined in this Section 12, the "**Due Diligence Deadline**" shall be August 15, 2025. Upon the Due Diligence Deadline, Buyer shall

waive the Conditions set forth in Section 13 of this Agreement if written notice is not given to Seller before said Deadline. Without limiting the generality of the foregoing, Buyer may conduct any and all tests, inspections, surveys, including topographical surveys, soil testing and sampling, environmental testing, title, mechanical systems, boring and such other tests as Buyer deems necessary or appropriate, at Buyer's expense. During such period, upon request of Buyer, Seller shall promptly furnish to Buyer all items and information in possession of Seller relating to the Property that may be reasonably requested by Buyer, including title documents, title exception documents, title insurance policies, existing survey(s), topographical studies, grading and drainage studies, land planning, engineering reports, zoning documentation, soil tests, and environmental reports. If such inspection damages the Property in any way, Buyer shall be responsible for paying the costs of repairing such damage. Buyer shall restore the Property to its present condition after any inspections at Buyer's expense.

12. Conditions; Termination.

(a) Buyer's obligation to close is subject to the satisfaction, as of the Due Diligence Deadline, of each of the conditions described below (the "**Conditions**").

- (i) Inspections by Buyer and its representatives of the Property indicate that the condition of the Property is acceptable to Buyer;
- (ii) Receipt by Buyer of an environmental report or reports of the Property (to be obtained at Buyer's expense) by an environmental consultant selected by Buyer;
- (iii) Receipt by Buyer of a survey of the Property (to be obtained at Buyer's expense);
- (iv) Buyer being able to obtain, on terms and conditions acceptable to Buyer, all necessary permits, agreements, approvals, licenses, easements, and other authorizations desired, necessary, or appropriate for Buyer's intended use, development, and operation of the Property;
- (v) Determination of zoning designations and rights and restrictions related thereto (to be obtained at Buyer's expense) including that the Property being finally zoned, without right of appeal or objection or such other zoning approval as Buyer deems necessary to permit Buyer to use the Property for Buyer's intended use;
- (vi) There having been no casualty or other material change to the Property, and the Property being in the same condition as on the date hereof, reasonable wear and tear excepted, on the Closing Date;
- (vii) All of the warranties and representations of Seller contained

herein being true and correct at the time made and at the time of Closing; and

- (viii) Title to the Property being as required by Section 11 of this Agreement.

(b) In the event any of the Conditions is not satisfied as provided herein, in Buyer's reasonable discretion, Buyer may notify Seller of such fact and Buyer's termination of this Agreement, on or before the Due Diligence Deadline or any extension thereof. Upon the giving of notice that a Condition has not been satisfied, in accordance with the obligations of the Parties hereunder, Seller shall be given thirty (30) days to cure said defect. If said defect is properly and timely cured, this Agreement shall remain in full force and effect. Otherwise, this Agreement shall be immediately terminated.

(c) Seller's obligation to close is subject to the satisfaction, as of Closing, of each of the conditions described below:

- (i) All of the warranties and representations of Buyer contained herein being true and correct at the time made and at the time of Closing; and
- (ii) Payment by Buyer of the Purchase Price as set forth in Section 2 of this Agreement.

(d) Seller agrees to cooperate with Buyer to permit Buyer to pursue satisfaction of the Conditions which cooperation shall include, but not be limited to, (i) permitting Buyer access to the Property at reasonable times and upon reasonable notice to perform such investigations and studies concerning the Property as needed to satisfy the Conditions, and (ii) granting such consents in writing if required, to permit Buyer to apply for, prosecute and obtain such other third-party consents and approvals as needed by Buyer to satisfy the Conditions.

13. Risk of Loss. Risk of loss to the Property shall be borne by Seller until Closing, provided that if any part of the Property shall be substantially damaged or destroyed before this transaction is closed, Buyer may: (a) proceed with the transaction and be entitled to all insurance money, if any, payable to Seller under all policies covering the Property, together with a credit against the Purchase Price for any deductible or co-insurance amount; (b) rescind this Agreement, receive the return of Buyer's deposit, if any, and thereby release all Parties from liability hereunder; or (c) extend the Closing Date as necessary to accommodate the performance of restoration. Buyer shall give notice to Seller of the option chosen within thirty (30) days after Seller has given notice to Buyer of such damage or destruction and the types and extent of insurance coverage for such damage or destruction. Failure of Buyer to give such notice shall constitute an election to proceed with option (b) above.

14. Condemnation. The risk of any permanent or temporary taking of any part or all of the Property by condemnation or eminent domain (hereinafter called the "**Taking**") shall be borne by Seller until completion of the closing. If, prior to closing, Seller becomes aware of any

actual or proposed Taking, Seller shall immediately give Buyer written notice thereof and shall keep Buyer informed of and provide Buyer an opportunity to participate in any and all negotiations concerning such Taking and/or the potential settlement of claims relating thereto. In the event of any such actual or proposed Taking, Buyer shall have the right to terminate this Agreement by giving written notice to that effect to Seller at any time on or prior to the closing date. In the alternative, if Buyer proceeds with the closing despite such actual or proposed Taking, (i) the Purchase Price for the Property shall be reduced by the amount of any and all proceeds actually received by Seller at or prior to the closing in connection with said Taking, (ii) Buyer shall succeed to all rights of Seller to any and all such proceeds payable after the closing and (iii) Seller shall execute and deliver such documents as Buyer may reasonably require to evidence the assignment of all such rights to Buyer.

15. Further Assurances. The Parties agree to execute and deliver, or cause to be executed and delivered, all such instruments, certificates, and documents, and to take all such other actions, as any party to this Agreement may reasonably request from time to time in order to effect the purpose and intent of this Agreement.

16. Miscellaneous. Whenever used herein, the singular shall include the plural, the plural the singular and any gender shall include all genders. Captions or headings to the provisions of this Agreement are intended and used solely for purposes of identification and do not limit or enlarge upon the written provisions of this Agreement. Unless otherwise provided herein, Buyer shall be entitled to possession of the Property as of the date of closing. Time is of the essence in the performance of the obligations hereunder. In the event any of the terms, conditions or covenants contained in this Agreement shall be held to be invalid, then any such invalidity shall not affect any other term, condition or covenant contained herein (or therein), and any such term, condition or covenant shall remain in full force and effect. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement and attached Exhibits, which are by this reference incorporated herein, and all documents in the nature of exhibits, contain the entire understanding of the Parties with respect to the subject matter hereof and supersede any and all other written or oral understandings. .

17. Delivery of Notice. Any notice to be given hereunder shall be hand delivered or given by registered or certified mail (return receipt requested) addressed to:

If to Seller: Avon Local School District
Attn: Superintendent
36600 Detroit Road
Avon, OH 44011

With a Copy To: Ryan M. Gembala, Esq.
5455 Detroit Road
Sheffield Village, OH
44054

If to Buyer: City of Avon, Ohio

Attn: Mayor
36080 Chester Road
Avon, OH 44011

With a Copy To: John Gasior, Esq.
36815 Detroit Road
Avon, OH 44011

The effective date of any such notice shall be the date on which notice is delivered (in case of hand delivery) or mailed (in the case of registered or certified mail) to such address or the date of actual receipt in any other case. Either party may change its address for notice by providing written notice to the address above.

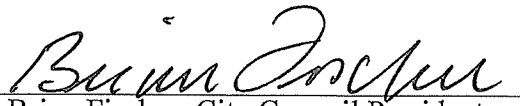
18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Seller and Buyer, and their respective successors, assigns, and legal representatives.

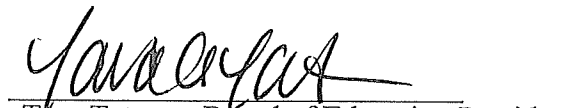
19. Ohio Law and Venue. This Agreement shall be deemed to have been made in and shall be governed by the laws of the State of Ohio, without reference to conflict of law principles. If any dispute shall arise between the Parties, the Parties hereby agree the proper venue to bring such disputes shall be the Lorain County, Ohio Common Pleas Court.

The Parties have executed this Agreement as of the Effective Date.

BUYER: CITY OF AVON, OHIO

**SELLER: AVON LOCAL SCHOOL
DISTRICT BOARD OF EDUCATION**


Brian Fischer, City Council President


Tara Tatman, Board of Education President

Date: June 23, 2025

Date: June 25, 2025


Bryan Jensen, Mayor


Ben Hodge, Superintendent

Date: June 24, 2025

Date: June 26, 2025

EXHIBIT A

LEGAL DESCRIPTION