

RECORD OF PROCEEDINGS

Minutes of The Norwood City School District Board of Education Special Meeting

Board of Education Meeting Room, 2132 Williams Ave, Nor. OH 45212 9/12/2017

SPECIAL MEETING 9/12/2017

The Norwood City School District Board of Education met in special session on Tuesday, August 12, 2017, in the Norwood Board of Education Meeting Room, 2132 Williams Avenue, Norwood, Ohio at 5:30 P.M.

The audio proceedings of this meeting are recorded and are kept on file at the Norwood City School District Board of Education Office.

ROLL CALL

Present: Members: Ms. Scott-Geraci, Mr. Bryant, Mr. Faulkner,
 Mr. Miracle, Ms. Horsley

Others: Ernest Strawser, Kristina Chesson, Kathy Sabo

RESOLUTION 126-17 APPROVAL TO ADOPT THE AGENDA

Ms. Horsley made a motion to adopt the agenda. Ms. Scott-Geraci seconded the motion.

Motion carried with the following 5-0 vote:

Ms. Horsley – Yes, Ms. Scott-Geraci – Yes, Mr. Miracle – Yes, Mr. Bryant – Yes,
Mr. Faulkner – Yes

RESOLUTION 127-17 APPROVAL TO ENTER INTO EXECUTIVE SESSION

Ms. Horsley made a motion to enter into executive session for the following reason. Mr. Miracle seconded the motion.

2. In Accordance With ORC 121.22G2 - The purchase of property for public purposes, or for the sale of property at competitive bidding.

Motion carried with the following 5-0 vote:

Ms. Horsley – Yes, Mr. Miracle – Yes, Mr. Faulkner – Yes, Ms. Scott-Geraci – Yes,
Mr. Bryant – Yes

Entered: 5:32 P.M.

Reconvened: 5:40 P.M.

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RESOLUTION 128-17 APPROVAL OF REAL ESTATE PURCHASE AGREEMENT

Ms. Horsley made a motion to approve the following real estate purchase agreement. Mr. Miracle seconded the motion.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered into as of the date the last of the parties executes this Agreement ("Effective Date"), by and between **BOARD OF EDUCATION OF THE NORWOOD CITY SCHOOL DISTRICT**, having an address at 2132 Williams Avenue, Norwood, Ohio 45212 ("Seller"), and the **SCOTT CALL**, having an address at _____ ("Buyer").

RECITALS

A. Seller desires to sell to Buyer and Buyer desires to purchase from Seller, on the terms and conditions contained in this Agreement, certain real estate commonly referred to as Allison Schools at 4300 Allison Street, Norwood, Ohio 45212 ("Premises"), more specifically identified as Hamilton County Auditor Parcel Numbers 651-0047-0035-90, 651-0047-0036-90, 651-0047-0037-90, 651-0047-0038-90, 651-0047-0039-90, 651-0047-0040-90 and 651-0052-0123-90, together with such improvements as may be located thereon (collectively, the "Improvements"; the Land and the Improvements, collectively, the "Premises").

B. The Premises consists of an approximate 2.096 acres in two parcels and an approximate 76,000 square feet in two former school buildings and surrounding parking lot located at 4300 Allison Street, located in Norwood, including all improvements, furniture, fixtures and equipment. The Seller represents that the Premises has full access to all utilities, is free of any encumbrances, and title shall be free, clear and marketable.

C. Each party represents that it has adopted or will adopt prior to closing, all Resolutions and/or Ordinances and has appropriate legal authority necessary to validly authorize the execution of this Agreement and validly authorize the performance of each and every obligation imposed upon it by the terms of this Agreement.

AGREEMENT

The parties agree as follows:

1. **Sale.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the Premises, on the terms and conditions set forth in this Agreement.

2. **Consideration.** The consideration to be paid for the Premises at Closing shall be the sum of \$400,000.00 ("Purchase Price") payable in cash or certified funds and on the terms and conditions set forth in this Agreement. The Purchase Price is exclusive of any applicable taxes, fees, brokerage or realtor fees, closing costs or any other costs associated with the transaction, all of which shall be the responsibility of the Buyer. In no event shall the Seller receive a net

amount of less than \$400,000.00 upon closing the transaction which is the subject matter of this Agreement herein. This provision shall survive closing.

3. **Title.** Seller shall convey fee simple title to the Premises by limited warranty deed (the "Deed") subject to covenants, easements, restrictions and matters of record. Buyer, at Buyer's expense, may obtain a commitment (the "Title Commitment") from a title company of its choosing (the "Title Company") to issue an ALTA Owner's Policy of Title Insurance in the amount of the Purchase Price. Buyer shall provide Seller with a copy of the Title Commitment within ten (10) days of Buyer's receipt of the Title Commitment. Buyer shall provide written notice to Seller of any objections Buyer has to title affecting the Premises that would impair Buyer's Intended Use or in Buyer's judgment would materially affect the marketability of the Premises (the "Title Objections") at least two (2) business days prior to expiration of the Inspection Period (as defined below). Within 10 days after receipt of such notice, Seller shall notify Buyer whether Seller elects to cure the Title Objections. If Seller refuses to cure the Title Objections, Buyer may: (i) terminate this Agreement; or (ii) waive the objections and take title subject thereto. Seller shall

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be obligated to deliver the Premises to Buyer free and clear of any mortgages or other monetary liens.

4. **Survey.** Buyer may obtain, at Buyer's expense, as soon as reasonably possible, a new or recertified survey of the Premises certified to Buyer and the Title Company (the "Survey") and shall, upon request, deliver a copy of the boundary description to Seller. Buyer shall notify Seller of any perceived errors in the boundary description within 15 days following receipt of the survey and in such event the parties shall endeavor in good faith to reach a mutually acceptable description of the Land to be sold. In the event of an irreconcilable disagreement that is unable to be resolved between the parties by the expiration of the Inspection Period (as defined below) regarding the boundaries of the Land to be conveyed, Buyer may terminate this agreement. Buyer may require that the Survey satisfy ALTA requirements and include the delineation of all improvements and easements.

5. **Occupancy.** Seller shall maintain ownership and possession, assume the risk of loss of the Premises and continue to occupy the Premises until the date of Closing, as defined below in Section 9. Buyer shall have possession of the property immediately upon Closing.

6. **Prorations.** There shall be prorated between Seller and Buyer as of Closing real estate taxes and installments of assessments as shown on the most recent official tax duplicate available as of the date of Closing. Seller and Buyer acknowledge that actual bills received by Buyer after Closing for real estate taxes and assessments may differ from the amounts prorated at Closing; however, all Closing prorations shall be final. All special and supplemental assessments with respect to the Premises, if applicable, which are a lien for the year in which the Closing occurs, shall be prorated as of the date of the Closing in accordance with the proration method customarily used in Hamilton County, Ohio, based upon the most recent bills issued. Such proration shall be final for all purposes.

All utility charges, if any, shall be prorated as of the Closing date. Seller shall arrange for final utility readings on the scheduled Closing date or as close thereto as is practicable. In the event that the final readings cannot be made on the scheduled Closing date, the parties agree to prorate utilities on a per diem basis, based upon the last bill rendered by the utility prior to the Closing, and the parties shall then re-prorate between themselves outside of Closing the utilities based upon the actual utility bills rendered for the period prior to the Closing date as soon as reasonably practicable after such actual bills are available.

Prorated assessments and charges which are the responsibility of the Seller as described above shall be paid outside of Closing. This Section 6 shall survive Closing.

7. **Inspections.**

7.1. **Entry for Inspection.** For a period of 45 days (the "Inspection Period"), Seller shall make the Premises available for inspection by Buyer, and Buyer's agents, employees and contractors. Buyer shall schedule each inspection in advance with Seller and shall allow a representative of Seller to be present during each inspection. During that time, Buyer may, at Buyer's sole cost and expense, undertake a complete physical inspection of the Premises as Buyer deems appropriate.

7.2. **Inspections/Termination.** From the date of this Agreement until the expiration of the Inspection Period, Buyer shall have the right to: (i) confirm the availability and adequacy of, and Buyer's right to timely connect to, all necessary utilities for Buyer's Intended Use at a cost Buyer deems acceptable, (ii) verify Buyer's ability to timely obtain all necessary approvals to occupy, build upon, and use the Premises for Buyer's Intended Use at a cost Buyer deems acceptable, including, but not limited to, site plan approvals, building permits, building renovation and remediation, zoning approvals and occupancy permits, and any other approvals, licenses and permits that, in Buyer's sole judgment and discretion, Buyer deems necessary in order to use the property for Buyer's Intended Use, and (iii) have its employees, agents and contractors go upon the Premises for the purposes of making mold inspections, soil tests, soil borings, an environmental assessment (all environmental assessments and reports, and all information pertaining to environmental matters with respect to the Premises are collectively referred to as the "Environmental Assessment"), inspections, engineering surveys or any other investigations or inspections Buyers deems necessary for the protection of Buyer or Buyer's financiers and/or to verify that the Premises can be used for Buyer's Intended Use at a cost Buyer deems acceptable (collectively all of the foregoing are referred to as the "Inspections"), including, but not limited to, plumbing, heating, air conditioning, electrical, roof, structural integrity, etc. If the Inspections disclose any condition which, in Buyer's sole judgment, renders the Premises defective and/or not suitable for Buyer's Intended Use, then Buyer shall notify Seller in writing that such condition exists and that the Inspection contingencies have not been satisfied (the "Disapproval Notice") on or before expiration of the Inspection Period.

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8. **Fire and Casualty.** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. In the event of any such damage, Buyer may terminate this Agreement or may proceed to Closing and accept an assignment of Seller's insurance proceeds.

9. **Closing.**

9.1. The transaction contemplated herein shall be closed (the "Closing") on a closing date mutually agreed upon between Buyer and Seller; however, in no event shall the Closing occur later than _____ (the "Closing Date"). Closing shall occur at a location mutually agreed upon between the Buyer and Seller. Notwithstanding the foregoing, the closing date may be extended beyond the date identified above upon mutual agreement of the Parties in writing.

Buyer has the right to conduct a walkthrough of the Premises immediately prior to Closing. Seller shall maintain the Premises in the same condition it is in as of the date of this Agreement, subject to reasonable wear and tear.

9.2. Each party shall execute a closing statement to evidence the transaction. Buyer shall pay for any transfer tax, conveyance fee, the costs and premiums for title insurance, the costs for any survey, any escrow fees, preparation of the Deed and other documents associated with the Closing, and for the recording of the Deed. Each party shall pay for its own legal and accounting fees and incidental expenses.

9.3 At or prior to Closing, Seller and Buyer shall execute and/or deliver certified resolutions or other authorizing documents evidencing the authorization of members or officers acting on Seller's and Buyer's behalf in executing this Agreement and authorization and approval of this Agreement and any other documentation customary for a transaction of this type which is reasonably requested by the Title Company.

10. **Commissions.** Seller is represented in this transaction by Sibcy Cline Realtors, Inc. and the Seller agrees to pay Sibcy Cline Realtors, Inc. a commission equal to three (3) percent of the Purchase Price at closing. Seller is representing itself in this transaction and both parties agree to sign the Ohio Agency Disclosure form included with this Agreement. The parties represent and warrant that neither party has incurred any further nor additional obligation for real estate commissions, finder's fees or any similar fees and that no other broker has been, or is, involved in this transaction.

11. **Representations, Warranties and Covenants of Seller.** Seller represents warrants and covenants to Buyer as to the following matters, and Seller shall be deemed to remake all of the following representations, warranties and covenants as of the date of Closing:

11.1. To Seller's actual knowledge, none of the Premises consists of "wetlands" under applicable federal or state law.

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11.2. To Seller's actual knowledge, no fact or condition exists that would result in termination or impairment of access to the Premises from adjoining public or private streets or ways that could result in discontinuation of necessary sewer, water, electric, gas, telephone or other utilities or services.

11.3. To Seller's actual knowledge, there are no claims, actions, suits or proceedings pending or threatened against or affecting Seller which will or could reasonably be expected to involve or affect the Premises, including, but not limited to, proceedings involving rezoning, annexation, condemnation or appropriation, street or highway changes, the construction of public improvements or the establishment of special assessments. To Seller's actual knowledge, there is no judgment that is or may become a lien against the Premises and there is no bankruptcy proceeding involving either the Seller or the Premises.

11.4. Between the date of this Agreement and the date of Closing, Seller shall not sell, convey or lease the Premises, or any portion of it; provided, however, that Seller may enter into back-up Real Estate Purchase Agreements with third parties, the enforceability and effectiveness of which shall be contingent upon the termination of this Agreement.

11.5. This Agreement and all agreements, instruments and documents herein provided to be executed by Seller are, and as of the Closing date will be, duly authorized, executed and delivered by and are and will be binding upon Seller.

11.6. To Seller's actual knowledge, the execution and delivery of this Agreement by Seller, and the consummation of the transaction contemplated by this Agreement have been duly authorized by Seller, and this Agreement will not constitute or result in the breach or default under any written agreement to which Seller is a party or which affects the Premises.

11.7. The representations, warranties and covenants made by Seller in this Section 11 shall survive Closing.

12. **Representations, Warranties and Covenants of Buyer.** Buyer represents warrants and covenants to Seller as to the following matters, and Buyer shall be deemed to remake all of the following representations, warranties and covenants as of the date of Closing:

12.1. Buyer is duly created and validly existing pursuant to the laws of the jurisdiction of its organization and is duly qualified to do business in the jurisdiction in which the Property is situated if and to the extent that such qualification is required.

12.2. Buyer has the capacity and authority to execute this Agreement and perform the obligations of Buyer under this Agreement. All action necessary to authorize the execution, delivery and performance of this Agreement by Buyer has been taken, and such action has not been rescinded or modified. Upon approval by Buyer and execution of this Agreement, this Agreement will be legally binding upon Buyer and enforceable against Buyer in accordance with all of its provisions. The person(s) signing this Agreement on behalf of Buyer has been duly authorized to sign and deliver this Agreement on behalf of Buyer.

12.3. Buyer is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict Buyer's right to enter into and carry out this Agreement.

12.4. Neither the execution of this Agreement nor the consummation of the transactions contemplated herein by Buyer will constitute a breach under any contract or agreement to which Buyer is a party or by which Buyer is bound or affected.

12.5. No consent or approval of any third party (including any governmental authority) is or was required in connection with Buyer's execution and delivery of this Agreement or its consummation of the transaction contemplated herein.

12.6. None of the funds to be used for payment by Buyer of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "USA Patriot Act").

12.7. Buyer is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

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Buyer shall fully disclose to Seller, immediately upon Buyer's becoming aware of its occurrence, any change in facts or circumstances of which Buyer becomes aware prior to the Closing Date that may affect the representations and warranties set forth above. In the event that any representation or warranty by Buyer is not accurate as of the Closing Date, Seller may terminate this Agreement, in which event the Deposit (if any) shall be delivered and paid to Seller by the Title Company and neither party hereto shall have any further obligations hereunder except for such obligations and indemnities which expressly survive the termination of this Agreement, and Seller expressly waives the right to sue Buyer for damages.

13. Conditions to Closing. In addition to any other contingencies specified in this Agreement, the obligation of Buyer to close the transaction completed by this Agreement is subject to the following conditions which are for Buyer's benefit and which may be waived by Buyer at its sole option:

13.1. The representations, warranties and covenants of Seller contained herein shall be true on the date of Closing in all material respects as though those representations, warranties and covenants were made on the date of Closing.

13.2. Seller shall not have breached any material affirmative covenant contained in this Agreement to be performed by Seller on or before the Closing date.

13.3. The conditions set forth in this Agreement shall have been satisfied and if Buyer has delivered a notice of any title objections to Seller, Seller has remedied such objections in the manner and within the time period provided in this Agreement unless Buyer has waived the same in writing.

13.4. If any of the conditions contained herein are not satisfied or waived, Buyer shall have the right to terminate this Agreement by notice to Seller no later than the date of Closing.

14. Seller's Assistance. From time to time at the request of Buyer, up to the Closing of the conveyance of the Premises, and without further consideration, Seller shall execute and deliver, and/or join with Buyer in executing and delivering such applications for licenses, variance, zoning changes, approvals, permits and consents from governmental bodies, utility companies, financial institutions, and other entities and shall supply such information, execute such forms and take such actions as Buyer may reasonably request in order to proceed with Buyer's Intended Use of the Premises; provided, however, that Seller shall not be required to incur any expenses or liabilities in connection with these matters. Seller may not file an objection to or oppose Buyer's Intended Use of the Premises.

15. Miscellaneous.

15.1. **Notices.** All notices, request and demands to or upon any party to this Agreement shall be in writing and shall be personally delivered, or mailed first class, postage prepaid, addressed to such parties as follows, or to such other address as may be designated in writing by such party to the other party.

SELLER: Treasurer, Norwood City School District
 2132 Williams Avenue, Norwood, Ohio 45212

BUYER: Scott Call

All notices shall be deemed made and received on the date postmarked if mailed in the manner above provided, or on the date delivered if personally delivered.

15.2. **Merger and Modification.** This constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and any prior discussions, negotiations and agreements between the parties are merged in this Agreement.

15.3. **Authorization.** Each party to this Agreement warrants and represents that it is properly authorized to enter into this Agreement.

15.4. **Governing Law.** This Agreement is being executed and delivered and is intended to be performed in the State of Ohio and shall be construed and enforced in accordance with and the rights of the parties shall be governed by the laws of the State of Ohio.

15.5. **Entire Agreement.** This Agreement constitutes the entire contract between the parties and superseded all prior understandings, if any, there being no other oral or written promises, conditions, representations, understanding, or terms of any kind as conditions or

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inducements to the execution of this Agreement and none have been relied upon by either party. Any subsequent conditions, representations, warranties, amendments or agreement shall not be valid and binding upon the parties unless in writing and signed by both of the parties.

15.6. Severability. In the event any of the provisions of this Agreement are deemed to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of the Agreement. If any provision of this Agreement shall be deemed invalid due to its scope or breadth, such provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

15.7. Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, any words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

15.8. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part of this agreement.

15.9. Time of Essence. TIME IS OF THE ESSENCE UNDER THIS AGREEMENT.

15.10. Construction. No provisions of this Agreement shall be construed by any court or other judicial authority against any party by reason of that party's being deemed to have drafted or structured the provisions of this Agreement.

15.11. Counterparts. This Agreement may be executed by both parties in counterparts, each of which shall be deemed an original, and all of such counterparts taken together shall constitute one of the same Agreement.

15.12 Assignment. All assignments, whether by Buyer or Seller, require the prior written approval of the other party, which approval shall not be unreasonably withheld.

15.13 Confidentiality. Seller and Buyer hereby agrees that the terms and conditions of this Agreement are between Buyer and Seller and are not to be disclosed to any third party that is not directly involved with this transaction, unless either party is required to disclose this Agreement or its terms pursuant to Ohio law.

IN WITNESS WHEREOF, duly authorized individuals or officials of each of the Parties have executed this Agreement on the dates and pursuant to the authorizations recited below:

BUYER:

SELLER:

BOARD OF EDUCATION OF THE NORWOOD CITY SCHOOL DISTRICT

SCOTT CALL

President

Date: _____, 2017

Date: _____, 2017

Treasurer

Date: _____, 2017

Motion carried with the following 5-0 vote:

Ms. Horsley – Yes, Mr. Miracle – Yes, Ms. Scott-Geraci – Yes, Mr. Bryant – Yes, Mr. Faulkner – Yes

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RESOLUTION 129-17 APPROVAL TO ENTER INTO EXECUTIVE SESSION

Ms. Horsley made a motion to enter into executive session for the following reason. Mr. Bryant seconded the motion.

1. In Accordance With ORC 121.22G1 - The appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual.
2. In Accordance With ORC 121.22G2 - The purchase of property for public purposes, or for the sale of property at competitive bidding.
3. In Accordance With ORC 121.22G3 - Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.
4. In Accordance With ORC 121.22G4 - Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation.
5. In Accordance With ORC 121.22G5 - Matters required to be kept confidential by federal law or regulations or state statutes.
6. In Accordance With ORC 121.22G6 - Details relative to the security arrangements and emergency response protocols for a public body or a public office

Motion carried with the following 5-0 vote:

Ms. Horsley – Yes, Mr. Miracle – Yes, Mr. Faulkner – Yes, Ms. Scott-Geraci – Yes, Mr. Bryant – Yes

Entered: 5:42 P.M.

Reconvened: 6:18 P.M.


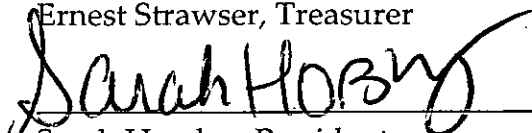
RESOLUTION 130-17 ADJOURNMENT

Ms. Horsley made a motion to adjourn. Mr. Faulkner seconded the motion.

Motion carried with the following 5-0 vote:

Ms. Horsley – Yes, Mr. Faulkner – Yes, Mr. Bryant – Yes, Ms. Scott-Geraci – Yes, Mr. Miracle – Yes

The meeting was adjourned at 6:19 P.M.


 Ernest Strawser, Treasurer

 Sarah Horsley, President