

DATE:	<u>January 17, 2023</u>	1 <sup>ST</sup> READING:	<u>January 17, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 <sup>ND</sup> READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 <sup>RD</sup> READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 7-2023 Amended</u>	ADOPTED:	<u>January 17, 2023</u>
		EMERGENCY:	<u>January 17, 2023</u>
		EFFECTIVE:	<u>January 17, 2023</u>

**ORDINANCE NO. 6036-2023**

**AN ORDINANCE INCREASING THE WHOLESALE RATE OF  
WASTEWATER TREATMENT SERVICES PROVIDED BY  
THE FRENCH CREEK WASTE WATER TREATMENT PLANT  
AND DECLARING AN EMERGENCY.**

**WHEREAS**, due to the increased cost of treating wastewater and maintaining a wastewater delivery and treatment system and the continually expanding EPA standards and mandates, the current rate charged to the three-member communities for wastewater treatment has become insufficient; and

**WHEREAS**, as a result of a professional engineering study of the cost of the service in relation to the rates charged which has recommended an increase in the wholesale rate, it has become necessary to increase the rate at which the three communities serviced by the FCWWTP are charged for wastewater treatment.

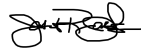
**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:**

**SECTION 1.** Effective January 1, 2023, the wholesale rate charged by FCWWTP to the communities of North Ridgeville, Avon, and Sheffield Village for wastewater treatment shall be increased by four percent (4%) annually through 2027.

**SECTION 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3.** This Ordinance is hereby declared to be an emergency measure, the emergency being in order to go into effect as of January 1, 2023. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: January 17, 2023



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Jan 20, 2023



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Kevin Corcoran  
MAYOR

DATE:	<u>January 17, 2023</u>	1 <sup>ST</sup> READING:	<u>January 17, 2023</u>
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		EFFECTIVE:	<u>January 17, 2023</u>

Introduced on the floor 1-17-2023

**ORDINANCE NO. 6037-2023**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH RED LION PROPERTY MANAGEMENT LLC FOR THE PURCHASE OF REAL PROPERTY IN THE AMOUNT OF \$375,000.00 PLUS CLOSING COSTS AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City has funds available for the purchase of an approximate 0.48-acre parcel of real property located at 7059 Avon Belden Road; and

**WHEREAS**, the real property is being purchased for municipal purposes.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:**

**SECTION 1.** The Mayor is hereby authorized to enter into a contract with Red Lion Property Management LLC for the purchase of a 0.48-acres of real property located at 7059 Avon Belden Road in the amount of \$375,000.00; said property is comprised of two parcels that are identified in the Lorain County Records as Permanent Parcel Nos. 07-00-021-117-098 and 07-00-021-117-096.

**SECTION 2.** This purchase shall be consummated in such manner and on such terms as the Director of Law may approve.

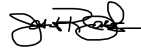
**SECTION 3.** The purchase price, together with any costs and expenses incurred by the City in connection with this acquisition, including taxes, if any, shall be paid from the appropriate fund.

**SECTION 4.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 5.** This Ordinance is hereby declared to be an emergency measure, the emergency being in order to meet the deadline to close, March 15, 2023. Wherefore, this Ordinance

shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: January 17, 2023



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Jan 20, 2023



---

Kevin Corcoran  
MAYOR

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of the Effective Date by and between Red Lion Property Management LLC, 7059 Avon Belden Road, North Ridgeville, Ohio 44039 ("Seller"), and the City of North Ridgeville, a municipality located in Lorain County, Ohio ("Purchaser"). Each of Purchaser and Seller is sometimes hereinafter referred to individually as a "Party" and together as the "Parties."

### WITNESSETH:

WHEREAS, Seller is the owner of Permanent Parcel Numbers 07-00-021-117-098 and 07-00-021-117-096 located at 7059 Avon Belden Road, in North Ridgeville, Lorain County, Ohio consisting of approximately 0.48 acres of improved property, as more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the same from Seller.

NOW, THEREFORE, in consideration of the covenants, agreements and promises herein contained, and in consideration of the payment of the Earnest Money, the parties hereto do hereby covenant and agree as follows:

1. **Purchase and Sale.** Seller agrees to sell, transfer, assign and convey to Purchaser, and Purchaser agrees to purchase, accept and assume, subject to the terms and conditions stated herein, all of Seller's right, title and interest in and to the Property.

2. **Purchase Price and Earnest Money.**

The "Purchase Price" of the Property shall be THREE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$375,000.00), to be paid to Seller at Closing, subject to adjustment as set forth herein. No later than three (3) Business Days following the Effective Date, Purchaser shall deposit with French Creek Title Agency, the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) via certified funds or wire transfer (the "Earnest Money"), which Earnest Money shall be credited to the Purchase Price at Closing or otherwise distributed pursuant to this Agreement and any escrow agreement required by Escrow Agent and reasonably satisfactory to Seller.

3. **Condition of Title.**

(a) **Condition of Title.** Title to the Property shall be conveyed by Seller to Purchaser by limited warranty deed (the "Deed"), subject only to real estate taxes and assessments, both general and special, which are a lien but not yet due and payable as of the Closing Date and to such additional exceptions noted in the Title Commitment, if any, that do not constitute "Unpermitted Encumbrances" within the meaning of *Section 3(b)* (collectively, the "Permitted Encumbrances"); provided, however, that current real estate

taxes and assessments that are a lien but not yet due and payable, and any matters that are the direct result of actions of Purchaser or its agents, representatives or assigns, or any matters approved in writing by Purchaser, shall be Permitted Encumbrances.

(b) Title Insurance Commitment and Survey. For a period of twenty (20) days after the Effective Date (the "Title Review Period"), Purchaser shall have the right, but not the obligation, to review the condition of title to the Property. Purchaser, at its sole cost and expense, may obtain a commitment (the "Title Commitment") for an Owner's Policy of Title Insurance to be issued for the Property by a title agent selected by Purchaser and satisfactory to Seller in its reasonable discretion. Purchaser also may obtain a survey of the Property (the "Survey") at its sole cost and expense. In the event the Title Commitment discloses exceptions to title, other than standard or general exceptions, to which Purchaser objects, Purchaser shall so notify Seller and shall deliver to Seller legible copies of all documents cited, raised as exceptions or noted in the Title Commitment (collectively, the "Title Documents"). Purchaser shall have until the end of the Title Review Period to notify Seller in writing of any such exceptions that Purchaser finds objectionable (the "Unpermitted Encumbrances"). Upon receipt of a notice of Unpermitted Encumbrances with respect to the Property from Purchaser, Seller shall have twenty (20) days to have the Unpermitted Encumbrances corrected, removed from the Title Commitment, or, if Purchaser so agrees, to have the title insurer commit to insure against loss or damage occasioned thereby. If Seller fails to have said Unpermitted Encumbrances so removed or insured over (with Purchaser's approval which shall not be unreasonably withheld or delayed) within the period allowed to Seller set forth above, then Purchaser, at Purchaser's option, may, within five (5) days thereafter, elect any one (1) of the following: (i) terminate this Agreement, in which event neither Party shall have any further liability hereunder other than for those provisions which expressly survive the termination of this Agreement; (ii) consummate the transaction contemplated herein, and take title to the Property; or (iii) extend the time period allowed to Seller to have said exceptions removed or insured over as set forth above (and to extend the scheduled Closing Date, if necessary) for a period of thirty (30) days (in which case the elections set forth in clauses (i) and (ii) above shall apply at the expiration of such five (5) day period). If Purchaser does not elect clause (i), (ii), or (iii) above within the requisite five (5) day period, Purchaser shall be deemed to have elected clause (ii) above.

#### 4. Closing.

(a) Time and Place. The consummation of the transaction contemplated hereby (the "Closing") shall be held during normal business hours on March 15, 2023 (the "Closing Date") or on such earlier date agreed upon by the Parties, at a location mutually agreeable to the Parties. The Parties agree that the conveyance of the Property and the tendering of the Deed as described below shall be subject to Purchaser paying the balance of the Purchase Price due in cash or other immediately available funds at the Closing, subject to any credits and/or prorations under this Agreement.

(b) Closing Costs. Purchaser shall pay the Ohio real property conveyance fee and any applicable transfer and recording fees with respect to the Deed. Seller shall pay any recording fees required for remedy of the Unpermitted Encumbrances. Each party shall

pay its own attorney's fees. Seller and Purchaser further agree that any closing costs not otherwise provided for herein shall be paid by the Purchaser.

(c) Closing Prorations. At Closing, all items customarily prorated (with the exception of ad valorem taxes and assessments) shall be prorated between Seller and Purchaser as of 12:01 a.m. on the date of Closing based upon the actual number of days in each month and year applicable to such calculation. Neither party shall be entitled to additional funds based upon re-prorations or adjustments after Closing. All ad valorem taxes and assessments through the year 2022 shall be paid by Seller.

5. **Closing Deliveries**.

(a) At Closing, Seller shall deliver or cause to be delivered the following:

(i) A limited warranty deed in substantially the same form as the deed attached hereto as Exhibit B and by reference made a part hereof (the "Deed");

(ii) an owner's affidavit in a form acceptable to Seller and Purchaser's Title Company, if Purchaser elects to obtain Title Insurance;

(iii) an affidavit or certificate in compliance with Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code"), and any regulations promulgated thereunder, stating under penalty of perjury Seller's United States identification number and that Seller is not a "foreign person" as that term is defined in Section 1445;

(iv) a settlement statement;

(v) the amount, if any, due from Seller to Purchaser in respect of prorations, as provided in Section 4(c) hereof; and

(vi) such other items reasonably necessary for consummating the transaction contemplated hereby.

(b) At Closing, Purchaser shall deliver the following:

(i) the Purchase Price, as adjusted by prorations and costs as provided in this Agreement;

(ii) a settlement statement; and

(iii) such other items reasonably necessary for consummating the transaction contemplated hereby.

(c) All documents listed in *Section 5(a)* and *Section 5(b)* above must be duly and properly executed by the respective parties thereto. Unless otherwise agreed by the parties, French Creek Title Agency will draft the closing documents.

6. **Representations and Warranties of Seller.** Seller hereby represents and warrants to Purchaser as follows:

(a) **Status.** Seller is an individual authorized to enter into this Agreement.

(b) **Authority.** The execution and delivery of this Agreement and the performance of Seller's obligations hereunder have been or will be duly authorized by all necessary action on the part of Seller, and this Agreement constitutes the legal, valid and binding obligation of Seller, subject to equitable principles and principles governing creditors' rights generally.

(c) **Non-Foreign Entity.** Seller is not a "foreign person" or "foreign corporation" as those terms are defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(d) **No Other Representations or Warranties.** Except as expressly set forth in this *Section 6*, Seller makes no representation or warranty, express or implied, in respect of any of the Property or the liabilities or operations of Seller, including, without limitation, with respect to merchantability or fitness for any particular purpose, and any such other representations or warranties are hereby expressly disclaimed.

7. **Representations and Warranties of Purchaser.** Purchaser hereby represents and warrants to Seller as follows:

(a) **Authority.** The execution and delivery of this Agreement and the performance of Purchaser's obligations hereunder have been or will be duly authorized by all necessary action on the part of Purchaser and this Agreement constitutes the legal, valid and binding obligation of Purchaser, subject to equitable principles and principles governing creditors' rights generally.

(b) **Non-Contravention.** The execution and delivery of this Agreement by Purchaser and the consummation by Purchaser of the transactions contemplated hereby will not (i) violate any judgment, order, injunction, decree, regulation or ruling of any court or Governmental Entity or (ii) conflict with, result in a breach of, or constitute a default under the organic documents of Purchaser, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which Purchaser is a party or by which it is bound.

(c) **Consents.** No consent, waiver, approval or authorization is required from any person or entity (that has not already been obtained) in connection with the execution and delivery of this Agreement by Purchaser or the performance by Purchaser of the transactions contemplated hereby.

8. **Disclaimer of Warranties; Release.**

(a) Except as otherwise expressly set forth in this Agreement, Seller specifically disclaims any warranty (whether oral or written) concerning (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses that



Purchaser may elect to conduct thereon, (ii) the compliance of the Property or their operation with any laws, rules, ordinances or regulations of any government or other body and (iii) any other matter whatsoever, in each such case, except as expressly set forth in this Agreement. Except as otherwise expressly set forth in this agreement and deed, the sale of the Property pursuant to this agreement is made on a strictly "as is," "where is" basis as of the closing date, and seller makes no warranty or representation, whether express, implied or arising by operation of law, including, without limitation, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, including, without limitation, any soil conditions related to the Property.

(b) Purchaser specifically acknowledges that Purchaser is not relying on (and seller hereby disclaims and renounces) any representations or warranties made by or on behalf of Seller of any kind or nature whatsoever, except for the representations and warranties expressly set forth in this agreement. Purchaser, for itself and its successors and assigns, releases Seller from, and waives, any and all claims and liabilities against Seller for, related to or in connection with any environmental or physical condition at the Property (or the presence of any matter or substance relating to the environmental condition of the Property), including, without limitation, claims or liabilities relating to any hazardous, toxic or dangerous materials or substances located in, at, about or under the Property, or for any and all claims or causes of action (whether actual or threatened) based upon, in connection with or arising out of any laws related to environmental matters or liability with respect to or affecting the Property. Purchaser represents to Seller that Purchaser has conducted, or will conduct prior to closing, such investigations of the Property, including, without limitation, the environmental conditions thereof, as Purchaser deems necessary to satisfy itself as to the condition of the Property and the existence or non-existence of, or curative action to be taken with respect to, any hazardous or toxic substances on or discharged from the Property and will rely solely upon such investigations and not upon any information provided by or on behalf of Seller or its agents or representatives with respect thereto. Upon closing, Purchaser shall (i) assume the risk that adverse matters, including, without limitation, adverse environmental conditions, may not have been revealed by Purchaser's investigations and (ii) be deemed to have waived, relinquished and released Seller from and against any and all claims, demands, causes of action (including, without limitation, causes of action in tort), losses, damages, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) of any and every kind or character, whether known or unknown, which Purchaser might have asserted or alleged against Seller at any time by reason of or arising out of any latent or patent construction defects or physical conditions or violations of any applicable laws (including, without limitation, any laws related to environmental matters).

9. **Default; Remedies.** In the event of either party's default hereunder, the non-defaulting party agrees to provide the defaulting party with written notice of such default specifying the nature of such default. The defaulting party shall have a five (5) day period after the date of receipt of said notice in which to cure said default. In the event Seller does not cure any default of which it has received notice within said five (5) day period and Purchaser is ready, willing and able to perform all obligations imposed upon Purchaser hereby, Purchaser shall be entitled to terminate this Agreement and receive an immediate refund of all Earnest Money paid

hereunder (and the parties shall have no further rights or obligations hereunder except for those that expressly survive a termination of this Agreement) or to pursue an action for specific performance of this Agreement within thirty (30) days after the expiration of the five (5) day period within which Seller has not cured a default for which it has received notice. In no event shall Purchaser be entitled to pursue a claim for damages against Seller. In the event Purchaser does not cure any default of which it has received notice within said five (5) day period and the transaction contemplated hereby is not closed by reason of Purchaser's default (and Seller has performed all of its obligations hereunder) then the Earnest Money shall be paid to Seller as full liquidated damages, this Agreement shall be null and void, and none of the Parties hereto shall have any further rights or obligations hereunder, except for such rights or obligations that survive a termination of this Agreement.

10. **Broker.** The Seller and Purchaser each represent and warrant that they are not represented by a Broker in connection with this Agreement. Seller shall indemnify Purchaser from any costs or expenses arising out of anyone claiming to be Seller's broker with respect to the Property or this Agreement. Purchaser shall indemnify Seller from any costs or expenses arising out of anyone claiming to be Purchaser's broker with respect to the Property or this Agreement.

11. **Notices.** Except as may otherwise be provided for in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be sufficient if delivered to the party being given such notice at the respective address set forth below by one of the following methods: (a) in person, (b) by overnight delivery service prepaid, (c) by U.S. Postal Service, postage prepaid, registered or certified, return receipt requested, or (d) by facsimile or email transmission with a copy sent no later than the next Business Day by method (a), (b) or (c).

As to Purchaser:      City of North Ridgeville  
                                  Attention: Kevin Corcoran  
                                  Phone: 440-353-0810  
                                  Email: kcorcoran@nridgeville.org

With a copy to:        City of North Ridgeville  
                                  Attention: Brian Moriarty  
                                  Phone: 216-548-0843  
                                  Email: bmoriarty@nridgeville.org

As to Seller:            Red Lion Property Management LLC  
                                  Attention:  
                                  Phone:  
                                  Email:

Such notices shall be deemed to have been given as of the date and time actually received by the receiving party. Any party may change said address by giving the other parties hereto notice of such change of address.

12. **Miscellaneous.**

(a) **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns (to the extent assignment is permitted hereunder).

(b) **Governing Law.** This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio. In the event that any dispute hereunder results in the filing of legal action, the parties agree that such action will be maintained only in a court of competent jurisdiction in Lorain County, Ohio.

(c) **Headings; References.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Wherever the context requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words shall include the singular and the plural.

(d) **Counterparts.** This Agreement may be executed in two or more counterparts and by facsimile or emailed PDF, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(e) **Entire Agreement; Amendment.** This Agreement is intended by the parties hereto to be the final expression of their agreement with respect to the subject matter hereof and is the complete and exclusive statement of the terms thereof notwithstanding any representations, statements or agreements to the contrary heretofore made. This Agreement may be modified only by a written instrument signed by each of the parties hereto.

(f) **Time.** Time is of the essence of this Agreement. Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline that is set forth in this Agreement falls on a day that is not a Business Day, then such date shall be automatically extended to the next Business Day. For purposes of this Agreement, a "**Business Day**" is any day that is not a Saturday, Sunday or federal legal holiday.

(g) **Possession.** Possession of the Property shall be delivered to Purchaser at Closing.

(h) **Survival; Representations and Warranties.** Except as expressly provided herein, the representations, warranties and agreements of the parties contained herein, if any, shall merge into the Deed and shall not survive Closing. No representation, promise or inducement not included in this Agreement shall be binding upon any party hereto.

(i) **Drafting of Agreement; Severability.** The parties each acknowledge and agree that none of the terms or provisions of this Agreement shall be construed against any of the parties merely because of who may have drafted such term or provision and that, if any of the terms or provisions of this Agreement are or should be void or unenforceable,

all of the remaining terms and provisions of this Agreement are and shall be applicable to the fullest extent permitted by law.

(j) Waiver of Jury Trial. In any civil action, counterclaim or proceeding, whether at law or in equity, that arises out of, concerns, or relates to this Agreement, any and all transactions contemplated by this Agreement, the performance of this Agreement or the relationship created by this Agreement, whether sounding in contract, tort, strict liability or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Each party hereby irrevocably waives any right it may have to a trial by jury. Any party may file an original counterpart or a copy of this Agreement with any court, as written evidence of the consent of the parties to this Agreement of the waiver of their right to trial by jury. Neither party has made or relied upon any oral representations to or by any other party regarding the enforceability of this provision. By execution of this Agreement, each party acknowledges that it has read and understands the effect of this jury waiver provision. Each party acknowledges that it has been advised by its own counsel with respect to the transaction governed by this Agreement and specifically with respect to the terms of this Section, or has waived such advice of counsel.

(k) Effective Date. The “Effective Date” of this Agreement shall be the date upon which the last of Seller or Purchaser has executed this Agreement with any changes thereto having been initialed by all parties.

*[signatures begin on following page]*

IN WITNESS WHEREOF, each party hereto has executed this Agreement on the day and year indicated below.

PURCHASER:

**CITY OF NORTH RIDGEVILLE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

SELLER:

**RED LION PROPERTY MANAGEMENT LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

Exhibit A

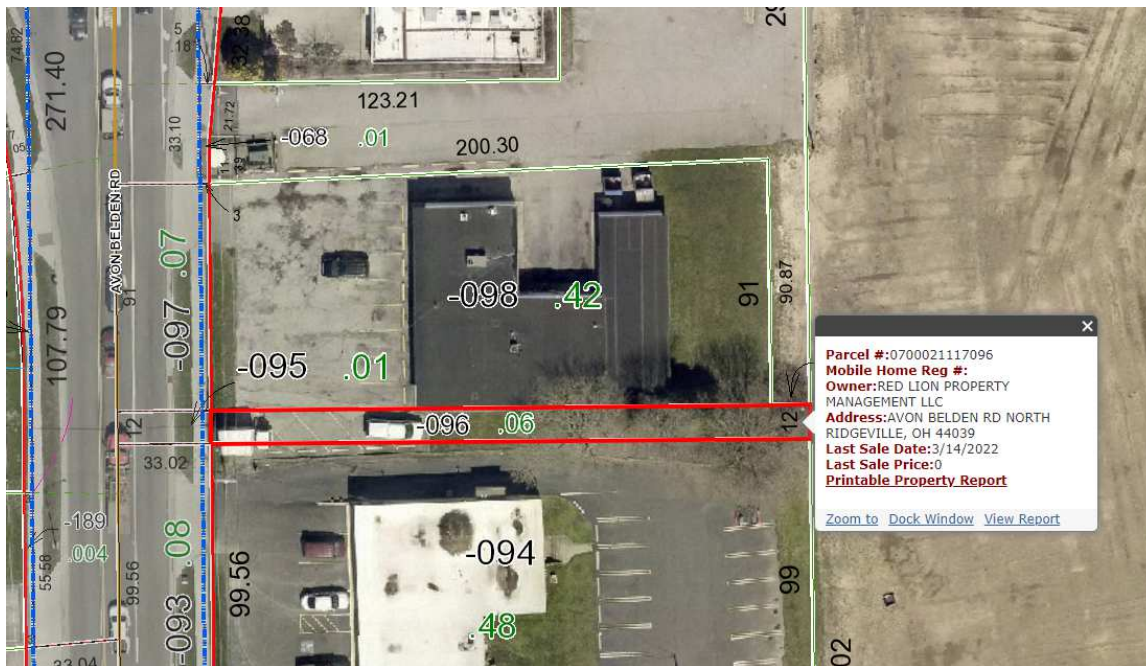
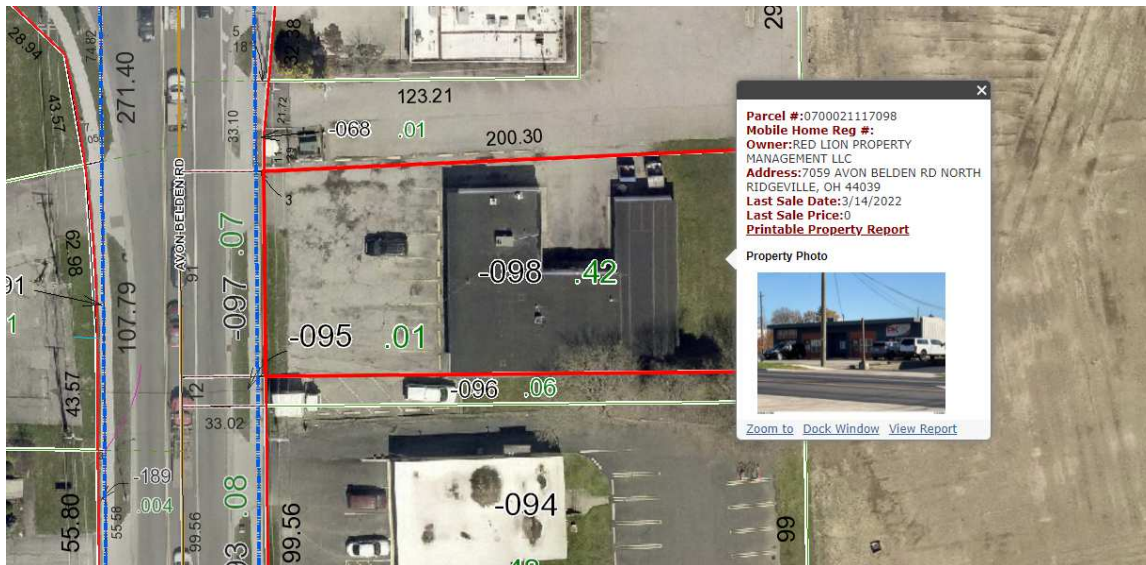


Exhibit B

After Recording Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LIMITED WARRANTY DEED**

THIS LIMITED WARRANTY DEED is made as of \_\_\_\_\_, 2023 by and between Red Lion Property Management LLC (“Grantor”), and the City of North Ridgeville, a municipality in the State of Ohio, (“Grantee”) (the words “Grantor” and “Grantee” to include their respective, legal representatives, successors and assigns where the context requires or permits);

**WITNESSETH THAT:**

GRANTOR, for and in consideration of the sum of THREE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$375,000.00), and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by Grantor, has granted, bargained, sold and conveyed and does hereby grant, bargain, sell and convey unto Grantee the certain real property described on Exhibit A (the "Land"), together with any right, title and interest of Grantor in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips or gores relating to the Land (hereinafter collectively referred to as the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights, members and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE.

AND GRANTOR WILL SPECIALLY WARRANT and forever defend the right and title to the Property unto Grantee against the lawful claims of all persons owning, holding or claiming by, through or under Grantor, but not otherwise.

This conveyance and foregoing special warranty of title are made subject only to those matters more particularly set forth on Exhibit B attached hereto and by this reference made a part hereof.

*[Signatures Begin on Following Page]*

IN WITNESS WHEREOF, Grantor has signed this deed as of the date first above written.

**GRANTOR:**

Signed and delivered  
in the presence of:

Red Lion Property Management LLC

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_

STATE OF OHIO    )

County of Lorain

) ss.  
)

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_, and that s/he as such \_\_\_\_\_, being authorized to do so, executed the forgoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

**EXHIBIT B**  
PERMITTED TITLE EXCEPTIONS

1. All ad valorem taxes and assessments applicable to the Property, including without limitation, any and all past due, current or future ad valorem taxes and assessments;
2. All applicable zoning and other ordinances;
3. All matters of record, and all assessments under recorded agreements related to the Property; and
4. All matters that would be revealed by a current accurate survey and inspection of the Property.

DATE:	<u>January 17, 2023</u>	1 <sup>ST</sup> READING:	<u>January 17, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 <sup>ND</sup> READING:	<u>Dispensed</u>
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**RESOLUTION NO. 1583-2023**

**A RESOLUTION AUTHORIZING THE EXECUTION OF THEN AND NOW CERTIFICATES BY THE CITY FISCAL OFFICER AND THE PAYMENT OF AMOUNTS DUE FOR VARIOUS PURCHASE ORDERS, AND DECLARING AN EMERGENCY.**

**WHEREAS**, pursuant to Ohio Revised Code Section 5705.41(D)(1), the City may not enter into any contract or give any order involving the expenditure of money unless there is attached thereto a certificate of the City’s Fiscal Officer that the amount required to meet the obligation has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

**WHEREAS**, Ohio Revised Code Section 5705.41(D)(1) further provides that in such circumstances when no certificate is furnished as required and the expenditure is for \$3,000.00 or more, the City’s Council, as the City’s taxing authority, may authorize the drawing of a warrant in payment of amounts due upon such contract or order upon certification by the City’s Fiscal Officer that there was at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances; and

**WHEREAS**, on May 16, 2022 City Council adopted Ordinance 5951-2022 deeming it to be in the best interest of the health, safety, and welfare of the City to approve the execution by the City Fiscal Officer of Then and Now Certifications, and to authorize payment of amounts due under the contracts or orders requiring the expenditure of \$3,000.00 up to \$20,000.00;

**WHEREAS**, on May 16, 2022 City Council adopted Ordinance 5951-2022 City Council also deemed it necessary to review and approve prior to the execution by the City Fiscal Officer of Then and Now Certifications and authorize payments of amounts due under contracts or order which exceeds \$20,000.00;

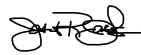
**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:**

**SECTION 1.** City Council, pursuant to Ordinance 5951-2022 adopted May 16, 2022, hereby approves the execution of Then and Now Certificates by the Fiscal Officer and authorizes payment due and owing as shown in Exhibit A attached and incorporated herein.

**SECTION 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including §121.22 of the Ohio Revised Code.

**SECTION 3.** This Resolution is hereby declared to be an emergency measure, the emergency being in order to pay the requested refund to the Ohio Department of Taxation. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: January 17, 2023



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Jan 20, 2023



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Kevin Corcoran  
MAYOR

**EXHIBIT A**

	<u>Certification Date</u>	<u>Invoice Date</u>	<u>Amount</u>	<u>Purpose</u>
Ohio Department of Taxation	1/9/2023	12/16/2022	51,733.06	Recovery of Net Profit Tax

DATE:	<u>January 17, 2023</u>	1 <sup>ST</sup> READING:	<u>January 17, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 <sup>ND</sup> READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 <sup>RD</sup> READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 3-2023</u>	ADOPTED:	<u>January 17, 2023</u>
		EMERGENCY:	<u>January 17, 2023</u>
		EFFECTIVE:	<u>January 17, 2023</u>

**ORDINANCE NO. 6035-2023**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE, OHIO, TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT(S) FOR A TWELVE-MONTH PERIOD, ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW, FOR THE PURCHASE OF CHEMICALS TO BE USED BY THE FRENCH CREEK WASTEWATER TREATMENT PLANT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the French Creek Wastewater Treatment Plant is in need of the below listed chemicals, which are used for treating wastewater.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:**

**SECTION 1.** The Mayor is hereby authorized to advertise for bids according to law, and in a manner prescribed by law, for the purchase of the below listed chemicals, which are used for treating wastewater:

Polymer	Sodium Hypochlorite	Magnesium Bisulfate
Ferrous Chloride	Sodium Bisulfate	

**SECTION 2.** The Mayor is hereby authorized to enter into contract(s) for the above chemicals with the lowest and best bidder(s).

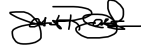
**SECTION 3.** The cost of said chemicals shall be charged to and paid from the appropriate City funds in accordance with use consumption.

**SECTION 4.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 5.** This Ordinance is hereby declared to be an emergency measure, the emergency being in order to purchase the necessary chemicals for the safety of the public.

Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: January 17, 2023



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Jan 20, 2023



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Kevin Corcoran  
MAYOR