

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, APRIL 4, 2023
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

1. DIVISION OF LIQUOR CONTROL – ELIE CHAHDA, 15119 SNOW ROAD
BROOK PARK, OH 44142 **C NEW 2455116 POSTMARK DATE:
04/14/23.** – PER COUNCIL PRESIDENT VECCHIO.
2. AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO
ADVERTISE FOR BIDS AND FOR THE MAYOR TO ENTER INTO A CONTRACT
FOR THE 2023 EQUIPMENT AND GENERAL PAVEMENT SERVICES
PROGRAM, AND DECLARING AN EMERGENCY. Introduced by Mayor
Orcutt. - PER COUNCIL PRESIDENT VECCHIO.
3. A RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE
ODOT CONTRACT FOR ROAD SALT, AND DECLARING AN EMERGENCY.
Introduced by Mayor Orcutt. - PER COUNCIL PRESIDENT VECCHIO.

IV. FINANCE COMMITTEE - CHAIRMAN, SCOTT:

1. AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE
CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR EMPLOYEES OF
THE CITY, OTHER THAN ELECTED OFFICIALS OR THOSE COVERED UNDER
NEGOTIATED LABOR CONTRACTS, AND DECLARING AN EMERGENCY.
Introduced by Mayor Orcutt.

V. LEGISLATIVE COMMITTEE - CHAIRWOMAN, COYNE:

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
FOR THE SALE OF PERMANENT PARCEL NO. 341-24-011, AND DECLARING
AN EMERGENCY. Introduced by Mayor Orcutt.

VI. ADJOURNMENT

Posted: 3/31/23

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2380 FAX(614)644-3168

TO

2455116		NEW		ELIE CHAHDA 15119 SNOW RD BROOK PARK OH 44142
PERMIT NUMBER		TYPE		
ISSUE DATE				
03 03 2023				
FILING DATE				
D3				
PERMIT CLASSES				
18	110	C	D72863	
TAX DISTRICT			RECEIPT NO.	

FROM

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT			RECEIPT NO.

MAILED 03/14/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/14/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES _____

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

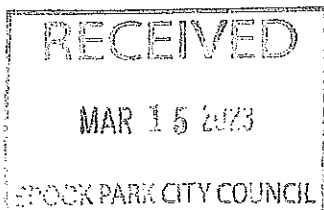
(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer



CLERK OF BROOK PARK CITY COUNCIL
6161 ENGLE ROAD
BROOK PARK OHIO 44142

CITY OF BROOK PARK, OHIO

ORDINANCE NO. _____

INTRODUCED BY: MAYOR ORCUTT

**AN ORDINANCE
AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO
ADVERTISE FOR BIDS AND FOR THE MAYOR TO ENTER
INTO A CONTRACT FOR THE 2023 EQUIPMENT AND
GENERAL PAVEMENT SERVICES PROGRAM,
AND DECLARING AN EMERGENCY**

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The 2023 Equipment and General Pavement Services Program shall include the streets listed on Attachment "A - 3", Line 4, Asphalt Resurfacing of Ordinance 11318-2023 adopted on March 21, 2023, by this Council.

SECTION 2: The Director of Public Service is hereby authorized to advertise for bids and the Mayor is authorized to enter into a contract with the lowest and best bidder or bidders for the 2023 Equipment and General Pavement Services Program.

SECTION 3: The money needed to complete the aforesaid transaction shall not exceed \$1,420,000.00 and shall be paid from Fund No. 240 and Fund No. 549, theretofore appropriated or to be appropriated for said purpose.

SECTION 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance 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 necessary for the immediate preservation of the public peace, health, safety of said City, and for the further reason that City Council deems it necessary to proceed with the 2023 Equipment and General Pavement Services Program as soon as possible, therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR OF LAW

A-3

CITY OF BROOK PARK
2023 ROADS AND
WATERLINE REPLACEMENT
PROGRAM
(COST ESTIMATES)



1	<u>Misc. Joint Repairs - Municipal Parking Lots - Crack Seal (Fund 242)</u>	\$100,000.00
2	<u>2023 Sidewalk Program (Fund 243)</u>	\$35,000.00
3	<u>American Legion Pavement Repairs (Encumbered) (Fund 401)</u>	\$45,000.00
4	<u>Asphalt Resurfacing (Fund 240 - \$250,000 and Fund 549 - \$1,170,000)</u>	\$1,420,000.00
	<ul style="list-style-type: none"> ▪ Parkland ▪ Crestridge ▪ Christene ▪ Southway (Edgehurst to Fry) ▪ Rademaker (Delores to Smith) ▪ Delores (Snow to Hummel) ▪ Wengler (Doris to Shelby) ▪ Van Wert ▪ Starlite 	
5	<u>Asphalt Resurfacing Inspector (Fund 549)</u>	\$20,000.00
6	<u>Sheldon Road Waterline Replacement (Engle to 71) (Fund 548)</u>	Est. Cost
	Design and Bidding Phase	\$48,691.76
	Advertising	\$1,300.00
	Construction	\$773,780.00
	Construction Admin./Inspection	\$30,198.96
	Testing	\$1,000.00
		<hr/> \$427,485.36

Estimated Total = \$2,047,485.36

CITY OF BROOK PARK, OHIO

RESOLUTION NO. _____

INTRODUCED BY: MAYOR ORCUTT

A RESOLUTION
AUTHORIZING THE MAYOR
TO PARTICIPATE IN THE ODOT
CONTRACT FOR ROAD SALT,
AND DECLARING AN EMERGENCY.

WHEREAS, the City of Brook Park (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of 3,000 tons of Sodium

Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request no later than Monday, May 1, by 12:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email:

Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

SECTION 1: The Mayor is hereby authorized to participate in the ODOT Road Salt Contract.

SECTION 2: That the funds for the purpose of the aforesaid expenditure have been appropriated or to be appropriated and shall be paid from the General Fund/Snow Removal Fund No. 432.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to this

Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City and to authorize the Mayor to participate in the ODOT Road Salt Contract; therefore provided this Resolution receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR OF LAW

P/C 3-21-23 Finance
CA Prior 3-21-23
1st R _____
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE
CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR
EMPLOYEES OF THE CITY, OTHER THAN ELECTED OFFICIALS OR
THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS
AND DECLARING AN EMERGENCY

WHEREAS, it is the desire of the Council of the City of Brook Park to provide adjustment in compensation for employees of the City, other than elected officials, who are not specifically covered in negotiated labor contracts, and also to provide adjustment in rates covering employees; and

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The "Salary Schedule" for the year 2023 is attached hereto and marked Exhibit "A," and made a part hereof as if fully rewritten herein and are hereby adopted. Those said Sections of the Codified Ordinances specifically enumerated in the attached "Salary Schedule" are hereby amended accordingly.

SECTION 2: The compensation provided in the "Salary Schedule" for the year 2023 shall remain in effect until duly changed.

SECTION 3: The "Salary Schedule 2022" as enacted by Ordinance 11301-2022, passed December 20, 2022 is hereby specifically repealed.

SECTION 4: The money needed for the aforesaid transaction shall be paid from funds 100,210,264, and 255 for said purposes.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

RECEIVED

MAR 16 2023

SECTION 6: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to provide adjustments in compensation without undue delay; provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

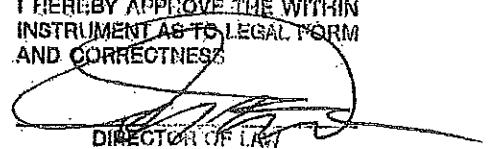
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS


DIRECTOR OF LAW

AMENDED TO READ 2023

EXHIBIT
"A"

Ordinance	Title
121.02 (b)	Clerk Of Council
121.03 (b)	Assistant Clerk Of Council
121.08 (b)	Part Time Assistant Clerk of Council
131.03 (b)	Executive Assistant to the Mayor
131.06 (b)	Temporary Clerical
131.07 (a)	C.O.E. Assistant Office Clerk
131.08 (c)	Commissioner of Admin. Services (H.R.)
131.09 (c)	Clerk of Mayor's Court
131.11 (d)	Commissioner of Purchasing
131.13 (c)	Commissioner of Economic Development
133.02 (c)	Assistant Law Director
133.03 (c)	Administrative Assistant to the Law Director
133.061 (c)	Part Time Assistant Law Director-Class #2
133.07 (b)	Law Department Clerk
133.062	Assistant Law Director- Class #3
137.02 (b)	Assistant Finance Director
139.01 (b)	Director of Public Safety
139.07 (c)	School Crossing Guards
139.11	Safety Forces High Risk Board
140.03 (b)	Electrical Inspector
140.04 (b)	Plumbing Inspector
141.03 (a)	Police Chief
141.03 (a)	Police Captain
142.07 (c)	Auxiliary Police
143.03 (a)	Fire Chief
143.03 (a)	Assistant Fire Chief
145.01	Director of Public Service
145.15 (b)	Summer Grass Cutters

2022 Minimum	2022 Maximum
\$57,258.01	\$68,108.87
\$43,170.50	\$54,021.36
\$10.85	\$17.97
\$63,912.69	\$74,550.78
\$10.85	\$17.97
\$10.43	\$24.91
\$72,563.27	\$79,000.00
\$52,000.00	\$65,761.89
\$0.00	\$0.00
\$70,000.00	\$88,509.59
\$41,646.80	\$52,497.65
\$56,283.82	\$67,405.94
\$13,021.02	\$33,073.66
\$10.85	\$17.97
\$63,533.98	\$74,656.11
\$81,819.90	\$92,536.07
\$77,000.00	\$92,000.00
\$8,165.01	\$10,206.79
\$0.00	\$0.00
\$21,261.10	\$21,261.10
\$21,261.10	\$21,261.10
\$97,297.15	\$114,891.37
\$90,221.69	\$107,444.71
\$13.56	\$20.36
\$97,297.15	\$114,891.37
\$90,221.69	\$107,444.71
\$83,000.00	\$99,500.00
\$10.43	\$13.17

2023 Minimum	2023 Maximum
\$57,258.01	\$68,108.87
\$43,170.50	\$54,021.36
\$10.85	\$17.97
\$63,912.69	\$80,000.00
\$10.85	\$17.97
\$10.43	\$24.91
\$72,563.27	\$83,200.00
\$52,000.00	\$70,000.00
\$0.00	\$0.00
\$70,000.00	\$95,000.00
\$41,646.80	\$52,497.65
\$56,283.82	\$67,405.94
\$13,021.02	\$33,073.66
\$10.85	\$17.97
\$63,533.98	\$74,656.11
\$81,819.90	\$97,162.87
\$77,000.00	\$92,000.00
\$8,165.01	\$10,206.79
\$0.00	\$0.00
\$21,261.10	\$21,261.10
\$21,261.10	\$21,261.10
\$97,297.15	\$114,891.37
\$90,221.69	\$107,444.71
\$13.56	\$20.36
\$97,297.15	\$114,891.37
\$90,221.69	\$107,444.71
\$83,000.00	\$99,500.00
\$10.43	\$13.17

CITY OF BROOK PARK, OHIO

Legislative
P/C 3-21-23
CA Prior 3-21-23
1st R _____
2nd R _____
3rd R _____
B/C _____

ORDINANCE NO: _____

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT FOR THE SALE OF PERMANENT PARCEL NO. 341-24-011,
AND DECLARING AN EMERGENCY

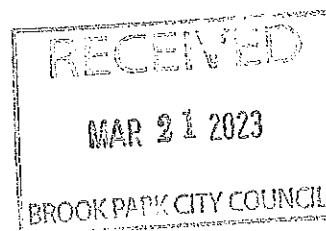
NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract for the sale of Permanent Parcel No. 341-24-011, currently in the Brook Park Land Reutilization Program, pursuant to the terms and conditions set forth in the aforesaid agreement attached hereto and incorporated herein as if fully rewritten as Exhibit "A".

SECTION 2: The money needed for the sale of the aforesaid transaction shall be paid from the Economic Development Fund No. 243 and the proceeds from this sale shall be placed in the Economic Development Fund No. 243.

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

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to enter into a contract for the sale of Permanent Parcel No. 341-24-011; therefore provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.



PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
CLERK OF COUNCIL

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.



DIRECTOR OF LAW



VACANT LAND PURCHASE AGREEMENT **OFFER, RECEIPT AND ACCEPTANCE**

1 **BUYER** The undersigned Amato Homes I, LLC offers to buy the
 2 **PROPERTY** located at 6538 Burton Drive
 3 City Brook Park, Ohio, Zip 44142
 4 Permanent Parcel No. 341-24-011, and further described as being: Residential Vacant Lot

5
 6 The property, which BUYER accepts in its "AS IS" PRESENT PHYSICAL CONDITION, shall include the land, all
 7 appurtenant rights, privileges and easements. Also included: _____
 8
 9 NOT included: _____
 10

11 **SECONDARY OFFER** This ☐ is ☒ is not a secondary offer. This secondary offer, if applicable, will become a
 12 primary offer upon BUYER's receipt of a signed copy of the release of the primary offer on or before
 13 _____ (date). BUYER shall have the right to terminate this secondary offer at any time prior to
 14 BUYER's receipt of said copy of the release of the primary offer by delivering written notice to the SELLER or the
 15 SELLER's agent. BUYER shall deposit earnest money within four (4) days of becoming the primary offer.

16 **PRICE** BUYER shall pay the sum of \$ 27,000.00
 17 Payable as follows:
 18 Earnest money paid to Broker will be deposited in a non-
 19 interest bearing trust account and credited against
 20 purchase price. \$ 1,000.00
 21 ☐ Check to be deposited immediately upon the
 22 formation of a binding AGREEMENT, as defined
 23 below on lines 199-206
 24 ☒ Note to be redeemed within four (4) days after
 25 formation of a binding AGREEMENT, as defined
 26 below on lines 199-206
 27 Cash to be deposited in escrow \$ 26,000.00
 28 Mortgage loan to be obtained by BUYER \$ 0
 29 ☐ CONVENTIONAL, ☐ OTHER Purchase of the lot will be a cash transaction but a construction loan will be recorded
 30 at the time of closing. Earnest money to be held by Land Title Group.

31 **FINANCING** BUYER shall make a written application for the above mortgage loan within n/a days
 32 after acceptance and shall obtain a commitment for that loan on or about n/a. If,
 33 despite BUYER's good faith efforts, that commitment has not been obtained, then this AGREEMENT shall be null
 34 and void. Upon signing of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned
 35 to the BUYER without any further liability of either party to the other or to Broker and their agents.
 36 **NOTE:** In the event of a dispute between SELLER and BUYER over the return or forfeiture of earnest money held
 37 in escrow by a Broker, the Broker is required by state law to retain said funds in the Broker's trust or escrow
 38 account until a written release from the parties consenting to its disposition has been obtained or until
 39 disbursement is ordered by a court of competent jurisdiction.

40 **CLOSING** All funds and documents necessary for the completion of this transaction shall be placed in escrow
 41 with the lending institution or title company on or before 10/06/2022, and title shall be
 42 transferred on or about 10/07/2022.

Approved by CABOR, LoCAR, LCAR and GeCAR

January 1, 2000
 Page 1 of 6

SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

43 **POSSESSION** SELLER shall deliver possession to BUYER on same (date) at 5 (time)
 44 ☐ AM ☒ PM, provided the title has transferred.

45 **TITLE** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if
 46 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any
 47 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created) and
 48 encroachments as do not materially adversely affect the use or value of the property, c) zoning ordinances, if any,
 49 and d) taxes and assessments, both general and special, not yet due and payable. SELLER shall furnish an
 50 Owner's Fee Policy of Title Insurance from Land Title Group LLC
 51 (title company – if BUYER has a preference) in the amount of the purchase price with cost of the insuring
 52 premium split equally between SELLER and BUYER. If the property is torrenized, SELLER shall furnish an
 53 Owner's Duplicate Certificate of Title, and a United States Court Search and Tax Search. SELLER shall have
 54 thirty (30) days after notice to remove title defects. If unable to do so, BUYER may either a) accept Title subject to
 55 each defect without any reduction in the purchase price or b) terminate this AGREEMENT, in which case neither
 56 BUYER, SELLER nor any REALTOR(S)[®] shall have any further liability to each other, and both BUYER and
 57 SELLER agree to sign a mutual release, whereupon the Broker shall return the earnest money to BUYER.

58 **PRORATIONS** General taxes, annual maintenance fees, subdivision charges, special assessments, city and
 59 county charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments
 60 shall be prorated based upon the latest available tax duplicate. BUYER acknowledges that the latest available tax
 61 duplicate may not reflect the accurate amount of taxes and assessments that will be owed. The parties are
 62 advised to consult with the county auditor's office regarding the status of the Property taxes as the latest available
 63 tax duplicate may not reflect the accurate amount of taxes that will be owed. SELLER agrees to reimburse
 64 BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet
 65 certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any
 66 proposed taxes or assessments, public or private, except the following: none

67
 68 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.),
 69 ☐ BUYER ☒ SELLER agrees to pay the amount of such recoupment.

70 **CHARGES/ESCROW INSTRUCTIONS** This AGREEMENT shall be used as escrow instructions subject to the
 71 Escrow Agent's usual conditions of acceptance. SELLER shall pay the following costs through escrow: a) real
 72 estate transfer tax, b) any amount required to discharge any mortgage, lien or incumbrance not assumed by
 73 BUYER, c) title exam and one-half the cost of insuring premium for Owners Fee Policy of Title Insurance, d)
 74 prorations due BUYER, e) Broker's commissions, f) one-half of the escrow fee and g) other none

75
 76 (unless VA/FHA regulations prohibit payment of escrow fees by BUYER in which case SELLER shall pay the
 77 entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or date of possession
 78 whichever is later. The escrow agent shall withhold \$none from the proceeds due SELLER for
 79 the SELLER's final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the
 80 BUYER.

81 BUYER shall pay the following through escrow (unless prohibited by VA/FHA regulations): a) one-half of the
 82 escrow fee b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording
 83 fees for the deed and any mortgage, and d) other none

84
 85 ☐ The SELLER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
 86 Settlement Statement to the Brokers listed on this Agreement promptly after closing.

87 ☒ The BUYER(s) hereby authorize and instruct the escrow agent to send a copy of their fully signed HUD1
 88 Settlement Statement to the Brokers listed on this Agreement promptly after closing.

89 **INSPECTION** This AGREEMENT shall be subject to the following inspection(s) by a qualified inspector of
 90 BUYER's choice within the specified number of days from formation of binding AGREEMENT. BUYER assumes
 91 sole responsibility to select and retain a qualified inspector for each requested inspection and releases Broker of
 92 any and all liability regarding the selection or retention of the inspector(s). If BUYER does not elect inspections,
 93 BUYER acknowledges that BUYER is acting against the advice of BUYER's agent and broker. BUYER

94 understands that all real property may contain defects and conditions that are not readily apparent and which may
95 affect a property's use or value. BUYER and SELLER agree that the REALTORS® and agents do not guarantee
96 and in no way assume responsibility for the property's condition. BUYER acknowledges that it is BUYER's own
97 duty to exercise reasonable care to inspect and make diligent inquiry of the SELLER or BUYER's inspectors
98 regarding the condition and systems of the property.

99 INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT
100 NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.

101 **Choice Inspection**

102 ☐ Yes ☒ No **Water Potability.** This offer is contingent upon BUYER obtaining, at BUYER's expense,
103 satisfactory evidence and knowledge that potable water can be found at the subject property.
104 BUYER shall use his best efforts to obtain such evidence. In the event BUYER is unable to
105 obtain such evidence within _____ days from the formation of a binding AGREEMENT,
106 then this AGREEMENT shall be null and void and neither BUYER or Agent involved in this
107 transaction shall have any further liability or obligation to each other. In that event both SELLER
108 and BUYER agree to sign a mutual release of each other and the Broker(s) and Agent and
109 authorize the return of all funds held on deposit to BUYER.

110 ☐ Yes ☒ No **Sewer Permit.** This offer is contingent upon BUYER obtaining, at BUYER's expense, a septic
111 system installation permit from the appropriate authority. BUYER shall use his best efforts to
112 obtain such permit. In the event BUYER is unable to obtain such permit within _____ days
113 from the formation of a binding AGREEMENT, then this offer shall be null and void and neither
114 BUYER, SELLER, nor Broker or Agent involved in this transaction shall have any further liability
115 or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual
116 release of each other and the Broker(s) and Agent(s) and authorize the return of all funds held
117 on deposit to BUYER.

118 ☐ Yes ☒ No **Regulations, Bylaws, and Restrictions.** SELLER agrees to deliver a copy of the Association
119 Regulations, Bylaws and Deed Restrictions to the BUYER within _____ days of the formation of
120 a binding AGREEMENT. This offer is contingent upon BUYER's approval of Association
121 Regulations, Bylaws and Deed Restrictions for subject property. BUYER will accept or reject
122 said Restrictions within _____ days from receipt. If BUYER rejects said Restrictions then
123 this offer shall be null and void and neither BUYER, SELLER nor any Broker or Agent involved
124 in this transaction shall have any further liability or obligation to each other. In that event both
125 SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) or
126 Agent(s) and authorize the return of all funds held on deposit to the BUYER.

127 ☐ Yes ☒ No **Soil Tests.** This offer is contingent upon BUYER obtaining, at BUYER's expense, percolation
128 tests and/or additional soils investigation to ascertain whether the Property is suitable for any
129 improvements which BUYER proposes to make within _____ days from the formation of a
130 binding AGREEMENT. BUYER will accept or reject any and all Soil Tests within _____
131 days from receipt of inspection reports. If BUYER rejects any or all of the Soil Test results, then
132 this offer shall be null and void and neither BUYER, SELLER nor any Broker or Agent involved
133 in this transaction shall have any further liability or obligation to each other. In that event both
134 SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) or
135 Agent(s) and authorize the return of all funds held on deposit to the BUYER.

136 ☐ Yes ☒ No **Environmental Inspections.** This offer is contingent upon BUYER obtaining, at BUYER's
137 expense, an environmental inspection of the property to determine the existence of any
138 environmental hazard and or contamination on or adjacent to the property within _____ days
139 from the formation of a binding AGREEMENT. If environmental hazard and or contamination is
140 found on or adjacent to the property, BUYER shall have the right to terminate this
141 AGREEMENT or accept the Property in its "AS IS" present physical condition. If BUYER elects
142 to terminate the AGREEMENT, both BUYER and SELLER agree to sign a mutual release of
143 each other and the Broker(s) and Agent(s), and to authorize the return of all funds held on
144 deposit to BUYER.

145 ☐ Yes ☒ No **Title, Zoning, and Usage.** This offer is contingent upon BUYER reviewing and approving,
146 within _____ days from the formation of a binding AGREEMENT, local and county
147 records, including without limitation the recorded plat, easements of record, flood plain maps,

Approved by CABOR, LoCAR, LCAR and GeCAR
January 1, 2000

SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

applicable ordinances, the location and availability of utilities, availability of water and sewer tie-ins, cost of tap in and other local and county fees, and to determine whether the property is suitable for proposed use. BUYER shall have the right to order, review and approve, at their expense, a title commitment setting forth the condition of title to the property.

☒ Yes ☐ No OTHER: City to verify location of water and sewer laterals and approve building plans submitted with slab construction prior to title transfer.

This offer is contingent upon BUYER reviewing and approving the above within _____ days from the formation of a binding AGREEMENT. If BUYER elects not to proceed as a result of any of the foregoing contingency, then this offer shall be null and void and neither BUYER, SELLER nor any Broker or Agent involved in this transaction shall have any further liability or obligation to each other. In that event both SELLER and BUYER agree to sign a mutual release of each other and the Broker(s) or Agent(s) and authorize the return of all funds held on deposit to the BUYER.

WAIVER: _____ (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated "YES." Any failure by BUYER to perform any inspection indicated "YES" herein is a waiver of such inspection and shall be deemed absolute acceptance of the Property by BUYER in its "AS IS" condition.


BUYER shall be responsible for the repair and restoration of any damage to the Property which may be caused by such tests. If the Property is not suitable for the proposed use, then this AGREEMENT may be terminated at the option of the BUYER and BUYER and SELLER agree to sign a mutual release, whereupon the earnest money shall be returned to BUYER.

The BUYER and SELLER can mutually agree **IN WRITING** to extend the dates for inspections listed above. SELLER agrees to provide reasonable access to the property to perform the inspections listed above.

MEGAN'S LAW SELLER warrants that SELLER has disclosed to BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and agrees to inquire with the local sheriff's office. BUYER agrees to assume the responsibility to check with the local sheriff's office for additional information. BUYER will rely on BUYER's own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the transaction.

CONDITION OF PROPERTY BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the Vacant Land Property Disclosure Form or identified by any inspections requested by either party. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use) unless otherwise disclosed on this AGREEMENT or on the Vacant Land Property Disclosure Form.

BUYER ☐ HAS _____ (BUYER'S initials) received a copy of the Vacant Land Property Disclosure Form signed by SELLER on _____ (date) prior to writing this offer.

BUYER ☒ HAS NOT  _____ (BUYER'S initials) received a copy of the Vacant Land Property Disclosure Form. This offer is subject to the SELLER completing the Vacant Land Property Disclosure Form and BUYER'S review and approval of the information contained on the disclosure form within _____ days from receipt.

REPRESENTATIONS AND DISCLAIMERS BUYER acknowledges that the SELLER completed the Vacant Land Property Disclosure Form and agrees to hold the Broker and its agents harmless from any misstatements or errors made by the SELLER on the form. BUYER also acknowledges and agrees that the Broker and its agents have no obligation to verify or investigate the information provided by the SELLER on that form. BUYER hereby acknowledges that neither Broker nor their agents have any expertise with respect to environmental matters and have relied upon the information provided by the SELLER on the Vacant Land Property Disclosure Form. Please list any and all verbal representations made by Broker or its agents that you relied upon when purchasing this property (if none, write "none"). none

199 **BINDING AGREEMENT** Upon written acceptance and then either written or verbal notice of such acceptance to
 200 the last-offering party, this offer and any addenda listed below shall become a LEGALLY BINDING AGREEMENT
 201 UPON BUYER AND SELLER and their heirs, executors, administrators and assigns and shall represent the entire
 202 understanding of the parties regarding this transaction. All counter-offers, amendments, changes or deletions to
 203 this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile signatures shall be
 204 deemed binding and valid. This AGREEMENT shall be used as escrow instructions subject to the Escrow Agent's
 205 usual conditions of acceptance. For purposes of this AGREEMENT, "days" shall be defined as calendar days.
 206 **This AGREEMENT is a legally binding contract. If you have any questions of law, consult your attorney.**

207 **ADDENDA** The additional terms and conditions in the attached addenda ☒ Agency Disclosure Form
 208 ☒ Vacant Land Property Disclosure Form ☐ Other [describe] : _____
 209

210 _____ are made part of this AGREEMENT.

211

dotloop verified
09/22/22 3:17 PM EDT
KXBY-CNRH-MGCZ-TEG3

 212 (BUYER) (ADDRESS AND ZIP CODE) (DATE)

213
 214 (BUYER) (ADDRESS AND ZIP CODE) (PHONE NO.)

215 **DEPOSIT RECEIPT** Receipt is hereby acknowledged, of \$\$1,000.00 ☐ check, ☐ note, earnest money,
 216 subject to terms of the above offer.

217 By: Office: _____ Phone: _____

218 **ACCEPTANCE** SELLER accepts the above offer and irrevocably instructs the escrow agent to pay from
 219 SELLER's escrow funds a commission of none percent (_____ %) of the purchase price to _____ (Broker)
 220 _____ (Address)
 221 and none percent (_____ %) of the purchase price to Assad & Crea Realty Group (Broker)
 222 _____ (Address)
 223 _____ (Address)
 224 _____
 225 as the sole procuring agents in this transaction.

226
 227 (SELLER) (ADDRESS AND ZIP CODE) (DATE)

228 City of Brookpark
 229 (PRINT SELLER'S NAME) (PHONE NO.)

230
 231 (SELLER) (ADDRESS AND ZIP CODE) (DATE)

232 _____
 233 (PRINT SELLER'S NAME) (PHONE NO.)

234 The following information is provided solely for the Multiple Listing Services' use and will be completed by the
 235 Brokers or their agents and is not part of the terms of the Purchase AGREEMENT.

236	Multiple Listing Information	
237		
238	(Listing agent name)	(Listing agent license #)
239		
240	(Listing broker name)	(Listing broker office #)
241	Anthony P. Crea / Stephen S. Crea	BRKP.227994 / BRKM.2017003409
242	(Selling agent name)	(Selling agent license #)
243	Assad & Crea Realty Group	REC.402756
244	(Selling broker name)	(Selling broker office #)