

ORDINANCE NO. 1-2016

AN ORDINANCE BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, OHIO, TO APPROVE AN AGREEMENT BETWEEN THE CITY OF NEW PHILADELPHIA AND WILLIAM KLOPFER FOR THE PURCHASE OF REAL ESTATE FOR THE PURPOSE OF CONSTRUCTING A NEW FIRE STATION AND AUTHORIZATION TO BEGIN MAKING PAYMENTS ON THE SAME, AND DECLARING AN EMERGENCY.

WHEREAS, the City of New Philadelphia and William Klopfer have reached a Real Estate Purchase Agreement for the purchase of real estate located at 146 Front Ave. SE New Philadelphia, Ohio, which is attached hereto and incorporated herein by reference as if fully rewritten, to be purchased by the City of New Philadelphia for the purpose of constructing a new fire station; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEW PHILADELPHIA, OHIO AS FOLLOWS:

SECTION 1. The City of New Philadelphia hereby approves the Real Estate Purchase Agreement reached between the City of New Philadelphia and William Klopfer, for the purchase of real estate located at 146 Front Ave. SE New Philadelphia, Ohio, and which is attached hereto and incorporated herein by reference as if fully rewritten, and authorizes the City Auditor to begin making payments on the same in accordance with the terms and conditions of the agreement.

SECTION 2. This Ordinance is hereby declared to be an emergency measure and its immediate passage is necessary in order to maintain the health, safety and welfare of the citizens of the City of New Philadelphia, Ohio.

SECTION 3. This Ordinance shall take effect and be in force immediately upon its passage and approval.

PASSED: January 11<sup>th</sup>, 2016

ATTEST:

Julie Courtright  
JULIE COURTRIGHT  
CLERK OF COUNCIL

Sam R. Hitchcock  
SAM R. HITCHCOCK  
PRESIDENT OF COUNCIL

APPROVED:

Joel B. Day  
MAYOR JOEL B. DAY



TUSCARAWAS COUNTY BOARD OF REALTORS®  
Residential Purchase Agreement

1. The undersigned agrees to purchase the following real estate known as:  
 2. (Address): 146 Front Ave SE (city) New Philadelphia (zip) 44663  
 3. Tuscarawas County, Ohio, PNN: \_\_\_\_\_  
 4. PURCHASE PRICE.....\$ 66750

5. Amount:  to be financed or,  of down payment.....( % or \$).\$ \_\_\_\_\_

6. EARNEST MONEY (To be deposited in listing Broker's trust account after acceptance,  
 7. as hereinafter defined in lines#138 thru 143, and credited to the Buyer at closing) ..... \$ \_\_\_\_\_

8. Type of Earnest Money (check one):  Cash  Check  Other

9. Type of Loan: (Check one)  Conv. or Insur. Conv.  VA  FHA  Other  None (cash at closing)

10. **FINANCING:** Buyer agrees to use their best efforts to obtain the above loan, including complying with lenders requests. Buyer shall make  
 11. loan application within seven (7) calendar days, excluding federal holidays, and obtain a loan commitment within \_\_\_\_\_ ( ) calendar  
 12. days after the date of this Agreement. **If Buyer has failed to timely accomplish either of the above, this Agreement, at Sellers written  
 13. election provided to Buyer or Buyer's Agent and delivered via facsimile, email, or personally, shall be deemed null and void.** If  
 14. financing cannot be arranged, this Agreement shall be null and void and upon all parties signing a mutual release, all monies shall be  
 15. returned to Buyer. Seller agrees to pay \_\_\_\_\_ towards Buyer's closing expenses, subject to any limitations imposed by Buyer's  
 16. lender, applied first toward any fees that Buyer is precluded by FHA/VA or other lender to pay, and then applied toward Buyer's other  
 17. closing costs and Buyer's prepaid expenses. Seller agrees to pay the costs of any repairs required by the lender, not to exceed \$ \_\_\_\_\_

18. **DEED AND CLOSING:** Seller shall convey title by a non red-stamped general warranty deed (or fiduciary deed, if appropriate) subject to all  
 19. restrictions, easements, conditions of record, and encroachments which do not materially affect the value or use of the property, and all  
 20. zoning ordinances. The entire transaction shall be closed not later than 12-11-15 (date). 1-20-20  
 21. Deed to be made to: City of New Philadelphia w/survivorship:  No  Yes JZ

22. **FOR PURPOSES OF POSSESSION, CLOSING SHALL BE DEFINED AS THE DATE AND TIME OF RECORDING OF THE DEED.**

23. **POSSESSION:** Subject to tenancy, if applicable, Seller agrees to deliver complete possession to Buyer on or before noon \_\_\_\_\_ days  
 24. after date of closing or upon Closing date, whichever is later but not prior to closing. Seller shall have the right of possession  
 25. free of rent, **but shall pay all utilities until seller vacates property.** All personal property and refuse shall be removed from the property at  
 26. Seller expense before the date of Buyer possession.

**INSPECTIONS:**

27. **FOR BUYER'S PROTECTION, IT IS STRONGLY RECOMMENDED THAT THE BUYER HAVE THE PROPERTY PROFESSIONALLY**

28. **INSPECTED. BUYER ELECTS TO PERFORM THE FOLLOWING INSPECTIONS:**

29.  GENERAL HOME INSPECTION: [check one]  Buyer expense  Seller expense  Waived JZ [Buyer Initials]

30.  RADON: [check one]  Buyer expense  Seller expense  Waived JZ [Buyer Initials]

31. Note: An average reading of less than Four (4) picocuries of radon per liter shall be deemed acceptable.

32.  SEPTIC SYSTEM INSPECTION: [check one]  Buyer expense  Seller expense  Waived JZ [Buyer Initials]

33.  WELL WATER: bacteria and flow rate only [check one]  Buyer expense  Seller expense  Waived JZ [Buyer Initials]

34. Note: Tuscarawas, Carroll, and Stark Counties all require mandatory well and septic inspections. In the event either inspection is waived the  
 35. buyer shall assume all liability for the inspection and any county required repairs or updates.

36.  WOOD DESTROYING INSECT INSPECTION:  Buyer expense  Seller expense  Waived JZ [Buyer Initials]

37.  OTHER INSPECTIONS (S): \_\_\_\_\_

38. (CHECK ONE)  Buyer Expense  Seller Expense

39. **An inspection of principal residence and garage shall be made by a licensed inspector or extermination agency. Seller shall be liable  
 40. for the cost of treatment of both active infestation and inactive infestation for which treatment is recommended.**

41. [If FHA / VA or RURAL HOUSING loan regulations prohibit payment of inspection by Buyer, in which case Seller shall pay the cost.]

42. **Subject to any inspection rights reserved by Buyer, herein Buyer purchases and accepts the property in its "AS IS" condition.**

43. **In the event Buyer waives any inspection(s), Buyer shall take property "AS IS"** \_\_\_\_\_ (Buyer Initials)

44. JZ 11-19-15 WAK 12/7/15  
 45. Buyer Initials and Date Seller Initials and Date

*James Zurek  
 Senior Dir. City of New Phila*

Property Address: 146 Front Ave SE New Philadelphia

46. This Agreement shall be subject to no major defects being identified during the above inspections by a licensed/certified/accredited inspector  
47. (examples would be a registered architect, professional engineer, contractor, professional home inspecting service) within      days from date  
48. of this Agreement. Buyer assumes sole responsibility to select, retain, and order from a professional inspector for each requested inspection and  
49. further releases Broker/Agent from any and all liability regarding the selection or retention of the inspector(s).

50. During the inspection period, inspectors and contractors shall be permitted prompt and reasonable access to the property. The inspection period  
51. may be extended due to Seller delays in permitted access. If any inspectors performing the inspections recommend additional more detailed  
52. inspections, the inspection period relating to that specific inspection is extended an additional five (5) days. Buyer shall notify Seller or Seller's  
53. Agent in writing of the major defects within three (3) days of the expiration of the Inspection Period. Major defects do not include minor, routine  
54. maintenance and repair items not affecting habitability. A major defect as used in this contract is defined as a defect in electrical, plumbing,  
55. heating, air conditioning, roof, foundation, or other inspector identified defects with a reasonable and necessary repair cost of more than \$500 per  
56. major defect. Seller shall have no obligation to repair any items unless specifically agreed in writing. **FAILURE TO NOTIFY SELLER OF ANY**  
57. **DEFECTS(S) BEFORE EXPIRATION OF THIS INSPECTION AND NOTIFICATION PERIOD SHALL CONSTITUTE A WAIVER REGARDING**  
58. **SUCH DEFECT(S), AND BUYER SHALL TAKE THE PROPERTY "AS-IS" WITH RESPECT TO SUCH DEFECT(S).** A major defect which is  
59. disclosed on the Residential Property Disclosure Form shall not excuse performance of the Buyer.

60. **REPAIR PERIOD.** In the event inspections disclose any major defects in the property which are timely reported by Buyer to Seller, Seller shall  
61. have the right, for a period of ten (10) days after notification of the major defects, to either (a) repair the defect in a good and workmanlike  
62. manner, using contractors acceptable to Buyer or (b) provide, if acceptable to lender, an escrow of funds at closing for the repairs or otherwise,  
63. that the defects will be repaired with due diligence and in a good and workmanlike manner, or (c) provide a credit at closing for estimated cost of  
64. repairs.

65. **LIMITATION OF REMEDIES.** If Seller is unwilling or unable to repair any major defect(s) or to provide the assurances described in lines 27 thru  
66. 64 prior to closing, Buyer shall have the right, at Buyers sole option, to cancel this contract.

67. **RELEASE:**

68. **Professional advice and Assistance:** The parties acknowledge and agree that the purchase of real property encompasses many  
69. professional disciplines. **The Real Estate Broker(s), their Sales Person(s), and Agent(s) are not experts in all areas involving a real estate**  
70. **purchase or sale including, but not limited to, legal matters, tax law, financing, surveying, inspections, structural conditions,**  
71. **hazardous materials, flood zones, underground mines, insurance, mineral rights, and related leases, and environmental conditions. It**  
72. **is strongly recommended, and the parties hereby acknowledge, that they have been advised to seek further professional assistance**  
73. **and advice in these and other areas of professional expertise.** In the event that any names of professionals or  
74. companies are provided to the parties as a source for such professional advice and assistance; those names are being provided as persons  
75. whom the Real Estate Broker(s), their Sales Person(s), and Agent(s) are aware of who perform such professional services. The parties are  
76. advised and encouraged to conduct their own independent research and investigations as to the qualifications and experience of any  
77. professionals engaged. The parties further acknowledge and agree that the Real Estate Broker(s), their Sales Person(s), and Agent(s) do not  
78. warrant, guarantee, or endorse the services and/or products of such companies or sources.

79. Buyers initials JZ Sellers initials AK

80. **FIXTURES & EQUIPMENT:** This transaction shall include the following items free of liens and encumbrances **IF** located on the property and  
81. **IF** used in connection therewith: wall air conditioning units; attached fireplace equipment and grate; wood burning stoves; bathroom  
82. fixtures; affixed mirrors and lights; ceiling fans; smoke and carbon monoxide detector(s); all window coverings including rods and fixtures;  
83. blinds and awnings; window and door screens; storm doors and windows; built-in furniture and built-in appliances; owned water conditioner  
84. and treatment system; garage door opener and controls; keys and combinations; television reception devices (owned); mail box;  
85. outbuilding(s); swimming pool and its equipment; garbage disposal; security system; fuel tanks if owned by seller and all fuel belonging to the  
86. Seller; and \_\_\_\_\_  
87. \_\_\_\_\_

88. This sale does NOT include: \_\_\_\_\_

89. **EVIDENCE OF TITLE:** Seller, through Seller's title agency, shall provide to Buyer a title insurance commitment for an  
90. Owner's/Mortgagee's Title Policy in the amount of the purchase price. Seller shall pay for the cost of the title search and the parties shall  
91. share equally the cost of the evidence of title; including but not limited to title insurance premium, policy commitment, and escrow fee  
92. (except, if VA loan, Seller must pay entire escrow fee). The Escrow Agent to be chosen by Seller. Location survey, title policy  
93. endorsement(s), and recording fees to be paid by Buyer; deed preparation and county conveyance fee to be paid by Seller.

94. JZ  
95. Buyer Initials and Date  
11-19-15

AK 12/7/15  
Seller Initials and Date

Property Address: 146 Front Ave SE New Philadelphia

96. **TAXES, UTILITIES, & NOTICES:** Seller shall pay all taxes and assessments prorated to date of closing utilizing the latest available tax  
97. duplicate. If the tax duplicate is not available or fails to reflect the improved value of the property then the Escrow Agent, in counties where  
98. applicable, is instructed to telephone the county auditor's office and obtain an estimate of the taxes for the proration period and such  
99. estimates shall be used in place of the latest available current tax duplicate and shall be final. However, if the auditor will not provide an  
100. estimate, then 35% of the selling price times the millage rate shall be used instead. **In the event the property is subject to Certified**  
101. **Agricultural Use Valuation (CAUV), and has sufficient acreage to continue under the CAUV program, Buyer shall be liable to**  
102. **continue participating in the program, and be liable for any CAUV Tax Recoupment.** In the event the acreage is not sufficient to  
103. continue receiving the CAUV credit, Seller shall be liable for CAUV Tax Recoupment. Seller represents they have not received  
104. governmental notice of any taxes or assessments not yet certified. Utilities shall be paid by Seller to the date Seller vacates the property or  
105. closing, whichever is later. For any governmental utilities or other fees that attach to the property, Escrow Agent is instructed to check for  
106. delinquent accounts. If applicable, the delinquencies are to be deducted from Seller's proceeds at closing.  
107. **DAMAGE OR DESTRUCTION OF PROPERTY:** Risk of loss of the property shall be borne by Seller until closing, thereafter Buyer shall be  
108. responsible to repair, maintain, and replace all appliances, mechanical systems and other conditions of the home from the date of closing  
109. and thereafter. If the property is substantially damaged or destroyed prior to closing, either party may rescind the Agreement.

110. **TENANT OCCUPIED:** If tenant occupied, all security deposits are to be paid to Buyer and all rents to be prorated to closing regardless if  
111. such rent has been collected. Buyer understands that after closing SELLER has NO authority over the tenants and therefore Buyer is  
112. solely responsible for vacating any tenant having possession at the time of closing.

113. **BINDING AGREEMENT:** This Agreement is binding on Seller & Buyer and their heirs, executors, administrators, successors and assigns.  
114. In order to be enforceable this Agreement must be signed by Buyer & Seller with all changes, additions, and deletions to be initialed by  
115. Buyer and Seller prior to acceptance. The term acceptance shall mean only original manual signatures or facsimile signatures (which  
116. include faxes, PDF and scanned documents sent by e-mail) shall be valid for purposes of this contract and any amendments or any notices  
117. to be delivered in connection with this contract. This paragraph may not be waived except by a signed agreement of the Buyer(s) and  
118. Seller(s). This written agreement is the entire agreement of the parties herein, and there are no other oral representations or agreements  
119. which have not been incorporated herein. **The parties agree to act reasonably and in good faith to comply with the terms of the**  
120. **agreement and timely meet all deadlines herein.**

121. **HUD SETTLEMENT:** Buyer and Seller grant permission and instruct escrow agent or title company to provide selling and listing  
122. Broker with a copy of an estimated HUD settlement statement prior to closing and a final HUD settlement statement upon closing. Buyer  
123. hereby authorizes the lender to disclose to Selling Broker information about Buyer's loan. Buyer and Seller authorize the Broker/Agent(s)  
124. of the Buyer and Seller to report sales and financing concessions data to the MLS sold database and to state licensed or certified  
125. Appraisers researching comparables, upon inquiry, to the extent necessary to adjust price to accurately reflect market value.

126. **OHIO'S FAIR HOUSING LAW & SEX OFFENDER REGISTRATION AND NOTIFICATION LAW:** It is illegal, pursuant to the Ohio Fair  
127. Housing Law, Division (H) of Section 4112.02 of the revised code and the federal fair housing law, 42 U.S.C.A. 3601, as amended, to  
128. refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations, refuse to negotiate for the sale or rental of  
129. housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial  
130. status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that  
131. section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of  
132. real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by  
133. representations regarding the entry into the neighborhood of a person or persons belong to one of the protected classes.

134. In Ohio, sex offenders are required to notify Sheriffs' offices when they move into the area. Information regarding said notification is public  
135. record and is open to inspection under Ohio's Public Records Law. Therefore, Purchaser can obtain said information by contacting the  
136. local Sheriff's office. Purchaser is relying on his or her own inquiry with the local Sheriff's office as to registered sex offenders in the area  
137. and is not relying on the Seller or any REALTOR® involved in the transaction.

138. **EARNEST MONEY DEPOSIT:** Pursuant to Ohio Revised Code Section 4735.24(A) In the event of a dispute between the Seller and Buyer  
139. regarding the disbursement of the earnest money, the Broker is required by Ohio law to maintain such funds in his trust account until the  
140. Broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order  
141. that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the  
142. Broker's trust account, the parties have not provided the Broker with such signed instructions or written notice that such legal action to  
143. resolve the dispute has been filed, the Broker shall return the earnest money to the Buyer with no further notice to the Seller.

144. JZ 11-19-15  
145. Buyer Initials and Date

[Signature] 12/7/15  
Seller Initials and Date

Property Address: 146 Front Ave SE New Philadelphia

146. ADDITIONAL TERMS AND CONDITIONS: \_\_\_\_\_

- 147. Buyer To Pay All Closing Costs
- 148. Seller to pay Real Estate Taxes To closing
- 149. Buyer AND SELLER MUST AGREE ON A DEMOLITION DATE
- 150. Demolition date to be ON OR AFTER
- 151. 1-22-2016 SJ WTK
- 152. \_\_\_\_\_
- 153. \_\_\_\_\_

The Agreement is a legally binding contract. If you have any questions of law, consult your attorney.

154. THIS OFFER OPEN FOR ACCEPTANCE UNTIL MIDNIGHT \_\_\_\_\_ 20\_\_\_\_

155. [Signature] Senior Director 11-19-15

156. Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

[Signature] 12/7/15

Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

157. \_\_\_\_\_  
158. Buyer Printed Name

Buyer Printed Name

159. \_\_\_\_\_  
160. Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

Seller Signature \_\_\_\_\_ Date \_\_\_\_\_

161. \_\_\_\_\_  
162. Seller Printed Name

Seller Printed Name

NORMA RYAN / CRAIG Barnett

Barnett Realtor 330 339 1196

163. Barnett Realtor 330 339 1196

164. Selling Broker/Agent \_\_\_\_\_ Telephone Number \_\_\_\_\_ Fax/email \_\_\_\_\_

165. \_\_\_\_\_  
166. Listing Broker/Agent \_\_\_\_\_ Telephone Number \_\_\_\_\_ Fax /email \_\_\_\_\_



# AGENCY DISCLOSURE STATEMENT



The real estate agent who is providing you with this form is required to do so by Ohio law. You will not be bound to pay the agent or the agent's brokerage by merely signing this form. Instead, the purpose of this form is to confirm that you have been advised of the role of the agent(s) in the transaction proposed below. (For purposes of this form, the term "seller" includes a landlord and the term "buyer" includes a tenant.)

Property Address: 146 Front Ave SE New Philadelphia Oh

Buyer(s): City of New Philadelphia

Seller(s): Bainko Investments LLC

### I. TRANSACTION INVOLVING TWO AGENTS IN TWO DIFFERENT BROKERAGES

The buyer will be represented by Norma Ryan / Craig Barrett AGENT(S), and Barnett Real Estate BROKERAGE

The seller will be represented by \_\_\_\_\_ AGENT(S), and \_\_\_\_\_ BROKERAGE

### II. TRANSACTION INVOLVING TWO AGENTS IN THE SAME BROKERAGE

If two agents in the real estate brokerage \_\_\_\_\_ represent both the buyer and the seller, check the following relationship that will apply:

- Agent(s) \_\_\_\_\_ work(s) for the buyer and Agent(s) \_\_\_\_\_ work(s) for the seller. Unless personally involved in the transaction, the broker and managers will be "dual agents", which is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information.
- Every agent in the brokerage represents every "client" of the brokerage. Therefore, agents \_\_\_\_\_ and \_\_\_\_\_ will be working for both the buyer and seller as "dual agents". Dual agency is explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_

### III. TRANSACTION INVOLVING ONLY ONE REAL ESTATE AGENT

Agent(s) \_\_\_\_\_ and real estate brokerage \_\_\_\_\_ will

- be "dual agents" representing both parties in this transaction in a neutral capacity. Dual agency is further explained on the back of this form. As dual agents they will maintain a neutral position in the transaction and they will protect all parties' confidential information. Unless indicated below, neither the agent(s) nor the brokerage acting as a dual agent in this transaction has a personal, family or business relationship with either the buyer or seller. *If such a relationship does exist, explain:* \_\_\_\_\_
- represent only the (check one)  seller or  buyer in this transaction as a client. The other party is not represented and agrees to represent his/her own best interest. Any information provided the agent may be disclosed to the agent's client.

### CONSENT

I (we) consent to the above relationships as we enter into this real estate transaction. If there is a dual agency in this transaction, I (we) acknowledge reading the information regarding dual agency explained on the back of this form.

[Signature] BUYER/TENANT      11-19-15 DATE  
City, NP.

[Signature] SELLER/LANDLORD      12/7/15 DATE