

*Village of Crooksville
Perry County, Ohio*

RESOLUTION No. 10-2022

**RESOLUTION AUTHORIZING AGREEMENT FOR COOPERATION AND REMOVAL
OF EQUIPMENT FROM VILLAGE PARK**

Whereas, on or about April 15, 2009, the Village of Crooksville did enter into a 99 year Lease with the Crooksville Athletic Association, Inc., hereinafter also "CAA" for the CAA's utilization as a high school football field, that portion of the Village Park improved and known as the Crooksville Football Field;

Whereas, pursuant to the terms of the above-referenced Lease, said Lease would terminate in the event the premises ever ceased to be used as a high school football field, and the property would then revert again to the Village;

Whereas, on or about April 20, 2009, the CAA did enter into a 5 year Lease, with 5 five-year renewal terms, with Crooksville Exempted Village Schools, hereinafter also "School," for the School's use of the Crooksville Football Field as a high school football field;

Whereas, pursuant to both the aforementioned Leases, the CAA was responsible for all maintenance, repair and upkeep of the Crooksville Football Field;

Whereas, on or about August 18, 2009, the CAA did obtain a loan from The Community Bank, for the express purpose of purchasing and installing at the Crooksville Football Field, new bleachers, press box structure and electronics, scoreboard structure and electronics, sound equipment, grass/sod, concrete/pavement, and signage, and in turn The Community Bank did take a security interest in the same;

Whereas, on or about October 2020, an electrical pole fell at the Crooksville Football Field, causing damage and interfering with the ability to play football and host games, and the CAA had no available funds to make necessary repairs;

Whereas, several additional repairs to press box and other areas of the Crooksville Football Field also require repair, but the CAA has no available funds to make necessary repairs;

Whereas, the School and the Village commenced discussions and negotiations on or about February 2021, in an effort to maintain and continue Crooksville High School football at the Village Park, but subsequent to a meeting in July, and without advance notice to the Village, the School withdrew from and ceased said discussions;

Whereas, on or about August 6, 2021, the School made a public announcement that Crooksville High School football would no longer be played at Village Park, and issued notice to the CAA of its termination of Lease;

Whereas, the Village's efforts thereafter to reconvene discussions with the School in order to reach a resolution that would ensure continuation of the playing of Crooksville High School football at Village Park were unsuccessful;

Whereas, on or about November 11, 2021, the CAA held a regular meeting at which the CAA voted and passed a Resolution to surrender its assets, including all those assets pledged under the above-mentioned loan, to The Community Bank;

Whereas, on or about December 3, 2021, subsequent to its formal Waiver of Redemption Rights and Surrender of Possession of Assets, the CAA did execute and deliver to The Community Bank, a Bill of Sale in Lieu of Foreclosure, pursuant to which the CAA did transfer and assign to The Community Bank, all right, title and interest in the assets specified therein and located at the Crooksville Football Field at Village Park;

Whereas, the School thereafter made an offer to The Community Bank, hereinafter also "Bank," which the Bank accepted subject to execution of a written agreement, to purchase certain of the former CAA assets, to wit: All AWAY side (East Side of Field) Bleachers, together with all component parts of such structure(s); and Two End Sections of the HOME side (West Side of Field) Bleachers, being the most Northern Section and the Most Southern Section, together with all component parts of such structure(s); and

Whereas, any agreement between The Community Bank and the School for the School to obtain, remove and transfer certain of the former CAA assets from Village Park to the School, does necessarily require the cooperation and consent of the Village, as owner of the property upon which said assets are located; and

Whereas, the Village of Crooksville is desirous of providing the School and Bank such cooperation and consent, upon the conditions that:

- the School will schedule date(s) and time(s) for removal of the purchased assets that is/are mutually agreeable between the Village, the School and the Bank;
- the School will make and accomplish its dismantling and removal of the Equipment at the earliest available opportunity, but in no event later than December 31, 2022;
- that any use of the Village Park Softball Field that the School finds necessary for its dismantling and removal of the equipment shall occur in a manner and at a time that does not interfere with or disrupt the regular use of the Village Park Softball Field during the regular softball/baseball season and/or during community-wide events such as: Annual Easter Egg Hunt (Saturday before Easter); Community Celebration (last Saturday in June); and Pottery

Festival (July 14-16, if held in Crooksville);

- that the School will be responsible for all costs incurred in dismantling the equipment, obtaining any required permits, transporting and unloading the equipment at the place of the School's choosing and any and all costs associated with the School taking possession of the equipment, including reasonable restoration and repair of the real estate or of the remaining bleachers, concrete/asphalt apron, buildings, structures, fencing, sod, landscaping or other property/fixtures that may occur during the School's dismantling and removal of the equipment from where such equipment is located, and which such reasonable restoration and repair the School is obligated to make; and

Whereas, the Village is informed that the agreement and proposed Bill of Sale between the Bank and the School, will obligate the School to each of the aforementioned conditions, and will contain certain definitions and footnote clarifying intent with regard to conditions.

NOW THEREFORE, two thirds (2/3) of the members of the Council of the Village of Crooksville, Perry County, Ohio, concurring therein, **IT IS THEREFORE RESOLVED**:

Section 1: That, upon an Agreement between The Community Bank and Crooksville Exempted Village Schools incorporating, obligating and specifying the conditions and definitions and footnote set forth herein below, the Village of Crooksville will consent to and cooperate in the sale by The Community Bank and purchase by Crooksville Exempted Village Schools of certain of the former Crooksville Athletic Association, Inc., assets, which such assets are located upon the property of the Village of Crooksville, at Village Park, and which are described as: All AWAY side (East Side of Field) Bleachers, together with all component parts of such structure(s); and Two End Sections of the HOME side (West Side of Field) Bleachers, being the most Northern Section and the Most Southern Section, together with all component parts of such structure(s).

Section 2: The above-referenced Agreement conditions include that:

- the School will schedule date(s) and time(s) for removal of the purchased assets that is/are mutually agreeable between the Village, the School and the Bank;
- the School will make and accomplish its dismantling and removal of the Equipment at the earliest available opportunity, but in no event later than December 31, 2022;
- that any use of the Village Park Softball Field that the School finds necessary for its dismantling and removal of the equipment shall occur in a manner and at a time that does not interfere with or disrupt the regular use of the Village Park Softball Field during the regular softball/baseball season and/or during community-wide events such as: Annual Easter Egg Hunt (Saturday before Easter); Community Celebration (last Saturday in June); and Pottery Festival (July 14-16, if held in Crooksville); and
- that the School will be responsible for all costs incurred in dismantling the equipment, obtaining any required permits, transporting and unloading the equipment at the place of the School's

choosing and any and all costs associated with the School taking possession of the equipment, including reasonable restoration and repair of the real estate or of the remaining bleachers, concrete/asphalt apron, buildings, structures, fencing, sod, landscaping or other property/fixtures that may occur during the School's dismantling and removal of the equipment from where such equipment is located, and which such reasonable restoration and repair the School is obligated to make.

Section 3: The above-referenced Agreement definitions and footnote include:

- “Reasonable Care” shall mean that care which would be used by an ordinary prudent person under the circumstances; the degree of caution and foresight that an ordinarily prudent person would employ in similar circumstances; such care as a reasonably prudent and careful person would exercise under the same or similar circumstances, having due regard to the rights of others and the purposes to be accomplished.
- “Reasonable Restoration” shall mean that restoration which can be made to return the property to its preexisting condition, or to a condition as close as reasonably feasible without requiring grossly disproportionate expenditures and with allowance for the natural processes of regeneration within a reasonable period of time.
- “Unreasonable Damage” shall mean damage that is manifestly unconscionable, wholly preventable, permanent, unnecessary, destructive, beyond that damage reasonably expected under the circumstances, or injurious to the extent of unreasonably compromising the continued ordinary use of the property.
 - Footnote to “Unreasonable Damage”: For purposes of illustration and example, the following provides a non-exhaustive description of potential reasonable damage and potential unreasonable damage: “reasonable damage”: damage that is less than a 3 inch deep tire track rut noticeable in the football field or softball outfield; a scratch or scrape made to a building, a goal post, a scoreboard, a press box, a fence, a gate, a concrete apron or an asphalt apron made by a vehicle, crane, truck trailer, flatbed trailer, equipment, or individual; “unreasonable damage”: damage that is greater than a 3 inch deep tire track rut noticeable in the football field or softball outfield; any destruction made to a building, a goal post, a scoreboard, a press box, a fence, a gate, a concrete apron or an asphalt apron made by a vehicle, crane, truck trailer, flatbed trailer, equipment, or individual. Further, for purposes of illustration and example, the following provides a non-exhaustive description of potential “reasonable restoration and repair” of “reasonable damage” and “unreasonable damage”: “reasonable damage” will require the Buyer to reseed any seeded outfield or softball field grass to place the field back to like condition as well as re-installing any gates, fences that were removed to gain access; “unreasonable

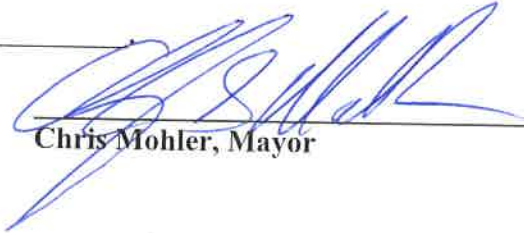
damage” will cause the buyer to replace, repair, restore or pay for diminution of value without requiring disproportionate expenses as compared to actual preexisting value of property.

Section 4: The Village Administrator is hereby authorized to act on behalf of the Village of Crooksville in discussing, agreeing, cooperating and arranging dates and times with the Bank and the School pursuant to this Resolution, and shall have supervisory and consent authority on behalf of the Village pursuant to the terms of this Resolution.

Section 5: That in order to allow for the earliest opportunity for the Bank and the School to consummate their Agreement and for all parties to move forward in their respective best interests, this Resolution shall pass as an emergency and is effective upon its passage.


1st Reading: Waived on ¾ Vote ;
2nd Reading: Waived on ¾ Vote ;
3rd Reading: January 18, 2022 ;

Passed: January 18, 2022




Chris Mohler, Mayor


ATTESTED:



Marilyn Horner, Fiscal Officer



R. Scott Locke, Council Member



John A. Loomis, Council Member



Bill Hampton, Council Member

Fred Redfern, Council Member




Billie Smith, Council Member


Rodney Walters, Council Member

Posting Certification

This ordinance was posted at the five prescribed locations within the Village of Crooksville, Ohio, on the 19th day of January, 2022.


Marilyn Horner, Fiscal Officer