

**VILLAGE OF GREENHILLS**  
**REGULAR COUNCIL MEETING**  
**MAY 28, 2019 | 7:00 P.M.**  
**AGENDA**

**1. CALL TO ORDER**

**2. MOMENT OF SILENT REFLECTION/PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG**

**3. APPROVAL OF MINUTES**

April 23, 2019 Regular Meeting

May 14, 2019 Work Session

**4. SWEARING IN OF GREENHILLS POLICE OFFICERS**

Sergeant Anthony Patton

Police Officer David Bacon

**5. CITIZENS TO ADDRESS COUNCIL**

This is the time for citizens to comment on matters before Council. When recognized, please come forward to the lectern, give your name and address and then state your comments or questions. This is not intended to be a dialogue with Council or Village staff. If you have questions, the questions will be recorded and referred to the Manager's office for response. This will allow time for thoughtful and thorough consideration to be given to each question. Council meetings are recorded for ease of transcription. Comments are limited to 3 minutes.

**6. REPORTS OF VILLAGE OFFICIALS**

Municipal Manager – Evonne Kovach

Law Director – Jeffrey Forbes

Acting Clerk of Council – David Lumsden

Chief of Police – Neil Ferdelman

Mayor – David Moore, Court Receipts

**7. COMMITTEE REPORTS**

Community Development – Jeff Halter

Finance and Audit – Glenn Drees

Inter-Governmental Affairs, Laws and Rules – Jack Lee

Recreation and Cable Television – Maria Waltherr

Safety – Melanie Hermes

Services and Streets – Natashia Metz

**8. NEW BUSINESS**

RESOLUTION 2019-14-F

*A Resolution Approving the Village of Greenhills, Ohio Credit Card Policy (Drees)*

RESOLUTION 2019-15-F

*Resolution of Necessity and Requesting the Hamilton County Auditor to Certify the Total Current Tax Valuation of the Village of Greenhills and the Dollar Amount of Revenue Generated by One and One Half Mills (1.5 Mills) for Purposes of Evaluating and Levying a Tax Exceeding the 10-mill Limitation (Drees)*

RESOLUTION 2019-16-S&S

*Resolution Authorizing Assessments on Certain Properties in the Village of Greenhills (Metz)*

RESOLUTION 2019-17-F

*Resolution Making Supplemental Appropriations and Transfers (Drees)*

RESOLUTION 2019-18-CD

*Authorizing the Municipal Manager to Enter Into a Contract for Purchase and Sale of Property With Quality Construction Resources, LLC (Halter)*

**9. CALENDAR**

**10. ADJOURNMENT**

**VILLAGE OF GREENHILLS**  
**REGULAR COUNCIL MEETING**  
**APRIL 23, 2019 | 7:00 P.M.**  
**MINUTES**

**CALL TO ORDER**

Mayor David Moore called the meeting to order at 7:00 p.m. Present were Councilmembers Glenn Drees, Jeffery Halter, Melanie Hermes, Jack Lee, Natashia Metz and Maria Waltherr. Also present were Municipal Manager Evonne Kovach, Police Chief Neil Ferdelman, Law Director Jeff Forbes and Acting Clerk of Council David Lumsden.

**MOMENT OF SILENT REFLECTION/PRAYER AND PLEDGE OF ALLEGIANCE TO THE FLAG**

Following a prayer led by Ms. Waltherr, the Pledge of Allegiance to the Flag of the United States of America was recited.

**APPROVAL OF MINUTES**

The minutes of the March 26, 2019 Regular Meeting and April 9, 2019 Work Session were approved as submitted.

**MAYORAL PROCLAMATION**

Mayor Moore read a Proclamation declaring May 10, 2019 as Arbor Day 2019 in the Village of Greenhills.

**PUBLIC PRESENTATION**

Ms. Jennifer Weikert from the Public Library introduced the Library's facilities master plan. This is the first update to this in a very long time. Community meetings will be held in July & August. Improving customer experiences and operations are part of the facilities plan.

The Library operates a "Memory Café" program for those with dementia and Alzheimer's to improve their experience at the Library. Events are held the first Thursday of every month, beginning at 10 a.m. Summer Reading Club is coming again this year with prize drawing for children. More information on these and other events will be published in the Greenhills Journal this summer.

Mr. Greg Hermes, representing the Greenhills CIC announced the 22<sup>nd</sup> year for the Greenhills' Concerts on the Commons. Concerts begin May 29<sup>th</sup> and Mr. Hermes invited Councilmembers to attend the first concert. Donations to the CIC may be dropped off at the Municipal Building.

**CITIZENS TO ADDRESS COUNCIL**

No citizens came forward to address Council.

**REPORTS OF VILLAGE OFFICIALS**

Municipal Manager – Evonne Kovach

Ms. Kovach stated the Municipal Building backup generator has been ordered and installation will begin next week.

The celebration of Arbor Day will be held May 10<sup>th</sup>, 12 p.m. at Pioneer Park. A Weeping Cherry tree will be planted. All are invited to attend.

The Village of Greenhills Planning Commission will hold a meeting to discuss changes to the Village's sign code regarding channel letter signage on May 14<sup>th</sup> at 6 p.m.

Pickleball courts are going to be installed in the coming weeks. Street signs are going up, will be finalized soon.

The Village of Greenhills Records Commission will meet next week. A revised RC-2 has been prepared for approval.

Letters have been sent to those residents with un-screened garbage cans. So far, several properties have relocated their cans.

Law Director – Jeffrey Forbes

Mr. Forbes discussed S.B. 57 regarding the decriminalization of hemp and licensing hemp cultivation. Mr. Forbes also summarized the status of pending legal action against the Village.

Acting Clerk of Council – David Lumsden

Resolutions 2019-08, 2019-09, 2019-10, 2019-11 and the April Community Calendar were posted as required.

Chief of Police – Neil Ferdelman

Mr. Ferdelman verbally presented the following report.

The Greenhills Police Department, through Mobilcomm, has purchased 4 new radios, saving approximately \$4,000 over the normal price. One additional replacement is necessary and will be purchased no later than 2020.

Residents are encouraged to attend spring and summer outdoor events around the Village this year. These include the Manager's Park Talks, National Night Out, Pioneer Day and Harvest Fest.

Greenhills Police Officers took a young Greenhills resident named Jaylin shopping, thanks to a generous donation from another Greenhills resident. Thank you to those who help the Greenhills Police Department help those in need in our community!

The Chief presented Spring driving and weather safety tips.

During the month of March, the department investigated three accidents (down from five in March of 2018), two crimes (up from one last March), and 398 other incidents (up from 243 last March). Of a total of 589 contacts (609 last March), 297 were dispatched or received by telephone as compared to 221 last March, and 292 were self-initiated by police officers as compared to 388 last March. The department provided assistance to the public in 116 instances (the same as last March), assisted other agencies 43 times (up from 32 times last March), and made 32 criminal arrests (compared to 43 last March) and 115 traffic arrests (70 last March). Each crime was analyzed for geographic, temporal, and other factors.

Mayor – David Moore. Court Receipts

March Court Receipts were as follows.

State of Ohio: \$2,463.50, Hamilton County: \$94.50, Village of Greenhills: \$15,176.04.

## COMMITTEE REPORTS

### Inter-Governmental Affairs, Laws and Rules – Jack Lee

Mr. Lee stated the Committee did not meet this month.

### Services and Streets – Natasha Metz

Ms. Metz expressed her gratitude toward the Service Dept. & Greenhills Shine for assisting with the Greenhills Shine Clean-Up event.

### Safety – Melanie Hermes

Ms. Hermes had no updates to report.

### Recreation and Cable Television – Maria Waltherr

Ms. Waltherr said Harvest Fest planning is ongoing.

### Finance and Audit – Glenn Drees

Mr. Drees said the Committee met April 23<sup>rd</sup> at 4 p.m.

So far, the 2019 budget is progressing smoothly and as expected. Work on the 2020 budget has begun. A public hearing for the 2020 tax budget will be held June 11<sup>th</sup> at 7 p.m.

A new credit card policy will be brought before Council this year.

### Community Development – Jeff Halter

Mr. Halter addressed comments about the entryway sign and stated the design is intentional and is in the spirit of the original signage. Stone work around the signage will begin soon.

He also said Harvest Fest parade committee members are required and those interested should contact the Village.

## NEW BUSINESS

### RESOLUTION 2019-12-S&S

*Resolution Authorizing Assessments on Certain Properties in the Village of Greenhills (Metz)*

Ms. Metz read the Resolution in its entirety and moved for its passage. Mr. Lee seconded the motion. No discussion. The Resolution passed 6-0 by roll call vote.

### RESOLUTION 2019-13-S&S

*Resolution Authorizing the Municipal Manager to Enter Into a Contract With Trampler Brothers Paving of a Municipal Parking Lot (Metz)*

Ms. Metz read the Resolution in its entirety and moved for its passage. Mr. Halter seconded the motion. No discussion. The Resolution passed 6-0 by roll call vote.

## CALENDAR

**Arbor Day celebration** – May 10<sup>th</sup>, 12:00 p.m., Pioneer Park

**Planning Commission public meeting** – May 14<sup>th</sup>, 6:00 p.m., Municipal Building

**Council Work Session** – May 14<sup>th</sup>, 7:00 p.m., Municipal Building

**Municipal Manager’s Park Talk** – May 21<sup>st</sup>, 6:00 p.m., Picnic Shelter

**Greenhills Pool opens for season** – May 25<sup>th</sup>, 12:00 p.m.

**Memorial Day Ceremony** – May 27<sup>th</sup>, 10:30 a.m., Greenhills Commons

**Council Regular Meeting** – May 28<sup>th</sup>, 7:00 p.m., Municipal Building

**1<sup>st</sup> 2019 Concert on the Commons** – May 29<sup>th</sup>, 7:00 p.m., Greenhills Commons

**ADJOURNMENT**

With no further business pending, the meeting adjourned at 7:48 p.m.

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Mayor

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Clerk of Council

**VILLAGE OF GREENHILLS**  
**COUNCIL MEETING/WORK SESSION**  
**MAY 14, 2019 | 7:00 P.M.**  
**MINUTES**

**CALL TO ORDER**

Mayor David Moore called the meeting to order at 7:00 p.m. Present were Councilmembers Glenn Drees, Jeff Halter, Melanie Hermes, Jack Lee, Natashia Metz and Maria Waltherr. Also present were Municipal Manager Evonne Kovach and Acting Clerk David Lumsden.

**MOMENT OF SILENT REFLECTION/PRAYER & PLEDGE OF ALLEGIANCE TO THE FLAG**

Following a prayer led by Ms. Waltherr, the Pledge of Allegiance to the Flag of the United States of America was recited.

**DISCUSSION ITEMS**

Possible legislative items

Ms. Kovach introduced potential legislation to be assigned to committees. The first item are updates to peddler/solicitor code. The discussion was referred to the Safety Committee for consideration.

The second issue was the issue of grass clippings or snow in the street. Ms. Kovach presented code examples from other communities. The discussion was referred to the Streets & Services Committee for consideration.

Ms. Kovach updated Council on ongoing code enforcement issues including daycare outdoor playgrounds. Ms. Kovach also discussed potential new permitted and conditional uses for the Greenhills Shopping Center. Ms. Kovach stated she is collecting additional definitions for use types. Ms. Kovach stated she would refer these discussions to the Greenhills Planning Commission.

Golf Course operations & conceptual design

Ms. Kovach presented a Greenhills Golf Course marketing proposal prepared for the Village. The proposal would create a brand identity for the Golf Course, as well as social media accounts and community event organizing. Council and Ms. Kovach discussed the proposal and discussed moving forward with the recommended marketing proposals.

Ms. Kovach also presented an updated conceptual design for the Greenhills Golf Course property. Ms. Kovach presented a cost-per-amenity breakdown for the proposal. She said the Village could decide to prioritize certain portions of the proposal.

Council stated they will address the success of the marketing proposal in the fall.

**EXECUTIVE SESSION**

Ms. Waltherr moved to adjourn into Executive Session for the purpose of considering the sale of property with no action to be taken following the Executive Session. Mr. Lee seconded. The motion passed 6-0 by roll call vote and Council adjourned into Executive Session at 7:54 p.m.

**ADJOURNMENT**

At 8:30p.m., Ms. Waltherr moved to exit Executive Session. Mr. Lee seconded. With no further business pending, the meeting adjourned at 8:30 p.m.

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Mayor

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Clerk of Council

## LAW DIRECTOR'S REPORT

TO: Mayor, Council, and Municipal Manager

FROM: Jeffrey D. Forbes, Law Director

DATE: May 28, 2019

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### Legislative Update:

Recently, four separate bills that all aim to preempt local control over municipal traffic cameras received first hearings in the House State and Local Government Committee. The four bills are as follows:

HB 139 would prohibit a municipal corporation or township that does not operate either a fire department or an emergency medical services organization from utilizing traffic photo-monitoring devices.

HB 140 prohibits a local authority with a population of 200 or fewer from utilizing traffic law photo-monitoring devices.

HB 141 prohibits a local authority, in any year, from issuing a total number of traffic tickets based on the use of traffic law photo-monitoring devices that exceeds two times the population of the local authority

HB 142 prohibits a local authority from deriving more than 30% of the total annual revenue of the local authority from the issuance of tickets for traffic law violations based on evidence recorded by traffic law photo-monitoring devices.

### Pending Legal Matters:

***Andwan v. Village of Greenhills.*** (State Court). In October 2017, the Plaintiff sued the Village seeking an injunction to stop the demolition of Village owned property. The injunction was denied and the case was dismissed by the trial court on November 30, 2017. Plaintiff/Appellant filed her appeal in December 2017. After a number of extension were granted to Plaintiff/Appellant, the appellate case has been fully briefed. **Oral argument has been rescheduled for July 31, 2019.**

***Andwan v. Village of Greenhills.*** (Federal Court). On February 1, 2019, the Sixth Circuit dismissed Ms. Andwan's appeal due to her continued requests for additional time and failure to file a brief. Ms. Andwan filed a motion for reconsideration with the Court of Appeals. That motion was denied. Ms. Andwan filed a second motion for reconsideration. That motion was also denied by the Court of Appeals. **No change.**

**RESOLUTION 2019-14-F****A RESOLUTION APPROVING THE VILLAGE OF GREENHILLS, OHIO CREDIT CARD POLICY**

**WHEREAS,** House Bill 312 establishes guidelines and requirements for political subdivisions with regard to credit card usage; and

**WHEREAS,** the legislative authority of the political subdivision is required to adopt a written credit card policy if it holds a credit card account;

**NOW, THEREFORE, BE IT RESOLVED,** by the Council of the Village of Greenhills, Ohio:

**SECTION 1.** That the Municipal Manager is hereby authorized and directed to add the Credit Card Policy to the Employee Handbook, attached hereto as Exhibit A.

**SECTION 2.** It is found and determined that all formal actions of Council concerning or relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees, that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements of the Village of Greenhills and the State of Ohio.

**SECTION 3.** This resolution shall take effect immediately upon passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk of Council

**VILLAGE OF GREENHILLS  
CREDIT CARD POLICY**

## **CREDIT CARD POLICY**

### **AUDITOR OF STATE REQUIREMENTS**

The State of Ohio issued Bulletin 2019-003 dated November 30, 2018 in accordance with House Bill 312 establishing written policy requirements for the implementation of a written credit card policy.

### **PURPOSE OF POLICY**

The purpose of this policy is to establish guidelines for the Village of Greenhills to provide for the issuance of charge cards to officers and employees for the purposes of covering expenses incident to authorized travel and a cost-effective streamlined process for purchasing items for the operation of the Village of Greenhills for business purposes.

### **ACKNOWLEDGING VILLAGE OF GREENHILLS TRAVEL POLICY**

The Village of Greenhills Employee Manual, Section 6.06 established guidelines for Travel Expense Reimbursement including fuel purchases, emergency Village vehicle repairs, lodging expenses and meals.

### **APPOINTMENT OF A COMPLIANCE OFFICER**

There shall be a Compliance Officer who shall maintain physical control of credit cards;

1. The Finance Director or City Clerk cannot fill this position.
2. Employees who are authorized to use the Village Credit Card (s) are not eligible.
3. The Compliance Officer shall be a full-time employee who will be available during regular business hours in order to issue and monitor card usage.
4. The Compliance Officer is not eligible to use the Village credit card.

### **DEBIT CARDS PROHIBITED**

No political subdivision may hold or utilize a debit card account, except for law enforcement purposes. The use of a debit card is a violation of ORC 2913.21.

### **PURCHASING POLICY**

The Village of Greenhills established a Purchasing Policy on November 18, 2008. All provisions established in the Purchasing Policy including purchase requisitions, purchase orders, dollar limits and approvals shall remain in place and work in conjunction between the Purchasing Policy and the Credit Card Policy.

**OFFICERS OR POSITIONS AUTHORIZED TO USE VILLAGE CREDIT CARD INCLUDE**

1. Village Department Heads including Municipal Manager, Finance Director, Police Chief, Service Foreman
2. Executive Administrative Assistant
3. Other employees (including the Compliance Officer under special circumstances with additional approval) may be approved to use a credit card for "travel purposes only" if they are attending training or a conference on behalf of the Village of Greenhills. They must acknowledge receipt of the Credit Card policy and Travel Policy prior to card usage.

**TYPES OF CREDIT CARDS**

1. MasterCard – The Village utilizes several MasterCards (Bank of America, PNC).
2. Other Specialty (Sam's)

**NUMBER OF VILLAGE CREDIT CARDS**

1. Issued Cards
  - a. Police Department (1) Police Chief
  - b. Land & Buildings (1) Service Foreman
  - c. Administration (1) Municipal Manager
2. Non-Issued (Sign Out) Cards (1)
  - a. In possession of Compliance Officer
    1. The Compliance Officer shall have 1 separate card to issue/monitor

**TYPES OF EXPENSES PERMITTED TO BE PAID WITH CREDIT CARDS**

1. Travel accommodations
2. Gasoline/Fuel
3. Office supplies
4. One-time purchases with vendors whom we do not have an "open" account
5. Utilities including gas, electric, telephone, internet, water
6. Newspaper subscriptions, advertisements, copy machine charges, various vendors who accept credit cards for ongoing monthly invoicing
7. Administrative benefits such as Workers Comp premiums and Health care premiums

**PROCEDURES FOR USAGE OF NON-ISSUED/NON-CARRIED CREDIT CARD**

1. The Compliance Officer shall maintain a log for checking in and out credit cards.
2. Credit Cards must be stored in a locked cabinet or drawer.
3. The employee using the card shall provide the receipt along with a purchase requisition upon returning the credit card to the Compliance Officer.
4. Cards shall be returned in a timely fashion; generally less than 2 business days.

**PROCEDURE FOR CREDIT CARD ISSUANCE**

1. A Village Department Head may request that a new card be issued from an existing vendor or a new vendor.
2. The Municipal Manager and Finance Director shall determine issuance of any "new" cards.
3. Finance Director shall process approved new card requests, report lost or stolen cards immediately and keep track of card associated pin numbers.

**MAXIMUM CREDIT LIMIT**

1. MASTERCARD – Each MasterCard shall have a maximum limit of \$12,500
  - a. Municipal Manager or Finance Director shall have the authority to temporarily increase a card's credit limit for an unusually high one-time expenditure.
2. Virtual Credit Cards (service provided by original card issuer to perform online payments) shall have an approved limit by Municipal Manager and Finance Director.

**REBATES, POINTS AND REWARDS**

Any rebates, points and rewards issued by the Credit Card bank shall be the property of the Village of Greenhills and shall be credited to the "General Administration" of the Village.

**CREDIT CARD USAGE REPORT**

A credit card statement report will be available for Department Heads showing all purchases for their respective department. Purchase orders need to be in place for purchases made on the credit card.

**UNAUTHORIZED USE**

Credit Cards must never be used to purchase items for personal use or for Non-Village of Greenhills purposes, even if the cardholder intends to reimburse the Village of Greenhills.

Unauthorized and/or inappropriate use of the Village Credit Card includes, but is not limited to: items for personal use; items for non-village purposes, cash or cash advances; personal food and beverages for non-village related purposes; weapons or explosives; adult entertainment; gambling establishments.

**ACTIONS OR OMISSIONS BY AN OFFICER OR EMPLOYEE**

1. Officers or employees shall adhere to the Village Credit Card Policy and related policies (Purchasing Policy and Travel Policy)
2. Violations of policy including spending limits, procedures, safekeeping, missing or forged receipts, or carelessness are subject to disciplinary action.
3. Failure to turn in receipts repeatedly may result in card privileges being revoked.

**DISCIPLINARY ACTION**

A cardholder who makes an unauthorized/inappropriate purchase with the card will be subject to revocation of the credit card and disciplinary action including restitution to the Village of Greenhills for unauthorized purchases, possible card cancellation, possible termination of employment with the Village of Greenhills and criminal prosecution.

**MISUSE OF ANY VILLAGE CREDIT CARD IS STRICTLY PROHIBITED.****RESPONSIBILITY AND ACCOUNTABILITY**

It is the responsibility of each "cardholder" when issued a Village of Greenhills credit card to:

1. Safeguard the credit card and credit card number at all times; lost or stolen cards must be reported to the Compliance Officer and the Finance Director.
2. Keep credit card in a secure location at all times
3. Do not allow anyone to use the credit card and/or credit card account number who is not authorized to do so.
4. Obtain and retain original receipts for goods and services purchased
5. Surrender a Village-issued credit card to the Finance Director upon separation from the Village of Greenhills.

**RESOLUTION NO. 2019-15-F**

**RESOLUTION OF NECESSITY AND REQUESTING THE HAMILTON COUNTY AUDITOR TO CERTIFY THE TOTAL CURRENT TAX VALUATION OF THE VILLAGE OF GREENHILLS AND THE DOLLAR AMOUNT OF REVENUE GENERATED BY ONE AND ONE HALF MILLS (1.5 MILLS) FOR PURPOSES OF EVALUATING AND LEVYING A TAX EXCEEDING THE 10-MILL LIMITATION**

- WHEREAS,** the Village Council has preliminarily determined that the amount of taxes which may be raised within the 10-mill limitation will be insufficient to fund necessary services provided by the Village of Greenhills, Hamilton County, Ohio, and
- WHEREAS,** the primary purpose and intent of such funding is for the general construction, resurfacing, and repair of streets, roads, and bridges in the municipal corporation as authorized by §5705.19 (G) of the Ohio Revised Code; and
- WHEREAS,** ORC §5705.03 requires the Village Council to obtain certain information from the County Auditor prior to proceeding with the submission of an additional tax levy to the electors of the Village.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Greenhills, Ohio:

- SECTION 1.** That the Village Council has preliminarily determined that it is necessary to levy a tax in excess of the 10-mill limitation for the benefit of the residents of Greenhills for the general construction, resurfacing, and repair of streets, roads, and bridges in the municipal corporation as authorized by §5705.19 (G) of the Ohio Revised Code.
- SECTION 2.** That the levy to be placed upon the tax list is a renewal levy.
- SECTION 3.** That the tax be levied upon the entire territory of the Village.
- SECTION 4.** That the levy shall be for a five-year period of time.
- SECTION 5.** That the Village Council hereby requests information from the County Auditor related to the current total tax valuation of the Village and the dollar amount of revenue that would be generated by a levy of tax at a rate not exceeding 1.50 mills for each One Dollar (\$1) valuation for a five-year period of time.
- SECTION 6.** That the question of the passage of said tax levy shall be submitted to the electors of the Village at the general election to be held on November 5, 2019. If approved by a majority of the electors voting at such election, said tax levy shall first be placed upon the 2019 tax list and duplicate for first collection in the calendar year 2020.
- SECTION 7.** That the Clerk of the Village Council is hereby directed to immediately certify to the County Auditor this resolution and to obtain from the County Auditor the information requested hereunder.
- SECTION 8.** That this resolution shall be effective from and after the earliest period allowed by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk of Council

**RESOLUTION NO. 2019-16-S&S**

**RESOLUTION AUTHORIZING ASSESSMENTS ON  
CERTAIN PROPERTIES IN THE VILLAGE OF GREENHILLS**

**WHEREAS,** the Village has given proper notice to the owners of certain real property in the Village of Greenhills regarding the removal of vegetation, refuse, garbage and/or debris from the properties listed below; and

**WHEREAS,** the owners of said properties did not take action to remedy the violations and therefore, the Village of Greenhills contracted to remove vegetation, refuse, garbage and/or debris and now seeks to collect said expenses by authorizing the placement of a lien upon the lands and collected as other taxes;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Greenhills, Ohio:

**SECTION 1.** That the Village Council hereby certifies that the costs of such labor, together with the expenses relative thereto, be filed on the return and statement to the Hamilton County Commissioners as an assessment against the properties listed and placed as a lien against the properties by the Auditor of Hamilton County, Ohio, as follows:

<b>PARCEL NO.</b>	<b>ADDRESS</b>	<b>OWNER</b>	<b>COST</b>
597-0030-0035-00	43 Farragut Road	Anthem Property Group	\$131.80
597-0040-0004-00	53 Flanders Lane	Swallow, Cheryl C	\$135.80
597-0080-0070-00	32 Burley Circle	Rice, Joseph	\$565.80
<b>TOTAL</b>			<b>\$833.40</b>

**SECTION 2.** All amounts collected as a result of this resolution shall be placed into the General Fund of the Village of Greenhills.

**SECTION 3.** This resolution shall be effective immediately upon its passage.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk of Council

**RESOLUTION NO. 2019-17-F**

**RESOLUTION MAKING SUPPLEMENTAL APPROPRIATIONS AND TRANSFERS**

**WHEREAS,** the 2019 annual appropriations that were adopted on December 11, 2018 are to be amended; and,

**WHEREAS,** appropriations must not exceed Total Available Resources of the Village per Ohio Revised Code Section 5705.36(A)(5), therefore an amended certificate of estimated resources has been requested from the County Budget Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Greenhills, Ohio:

**SECTION 1.** Since certain actions are needed in the monies appropriated so to permit the Village of Greenhills to meet its fiscal obligations for the year 2019, the following items of expenditure are to supplement the appropriations for expenditure for the year 2019:

<i>FUND DESCRIPTION</i>	<i>APPROPRIATION</i>	<i>CHANGE</i>	<i>TOTAL</i>
<i>None</i>			

**SECTION 2.** That the following transfers of funds be made from previously appropriated monies:

<i>FROM</i>	<i>TO</i>	<i>AMOUNT</i>
<i>General Fund (1000)</i>	<i>Non-Voted Debt Service (3901)</i>	<i>\$189,000</i>

**SECTION 3.** This resolution shall take effect and be in full force from and after the earliest date allowed by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk of Council

**RESOLUTION NO. 2019-18-CD**

**AUTHORIZING THE MUNICIPAL MANAGER TO ENTER INTO A CONTRACT FOR PURCHASE AND SALE OF PROPERTY WITH QUALITY CONSTRUCTION RESOURCES, LLC**

**WHEREAS,** the Municipal Manager has been presented with an offer to purchase certain property in connection with the Village of Greenhills Residential Redevelopment & Infill Housing Project; and

**WHEREAS,** Council for the Village of Greenhills desires to authorize said sale and purchase.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the Village of Greenhills, Ohio:

**SECTION 1.** That the Municipal Manager is hereby authorized to enter into a Contract for Purchase and Sale substantially in the form of the contract attached hereto as Exhibit "A" incorporated herein by reference.

**SECTION 2.** That the Municipal Manager is further authorized to execute any and all necessary documents to fulfill the sale of said property.

**SECTION 3.** That the Finance Director is hereby directed to deposit the sale proceeds into the General Fund.

**SECTION 4.** That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk of Council

## CONTRACT FOR SALE AND PURCHASE

This Contract for Sale and Purchase ("Contract") is entered into and effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019, ("Effective Date") and made by and between the **Village of Greenhills, Ohio, an Ohio municipal corporation**, 11000 Winton Road, Greenhills, Ohio 45218, (hereafter, "Seller") and **Quality Construction Resources, LLC, an Ohio limited liability company**, having an address of 8226 Legare Court, #103, West Chester, OH 45069 (hereafter, referred to as "Purchaser"), under the following terms and conditions:

### RECITALS:

A. Seller has determined it to be a public purpose for certain long-term strategic economic development and planning efforts to enter into the Contract with Purchaser so that the Village of Greenhills Residential Redevelopment & Infill Housing Project may be implemented, as described in Exhibit A attached hereto and made part hereof ("Project").

Seller and Purchaser have further outlined future development plans in the area which includes Seller's Property, as more fully identified in Exhibit B. Said land and all appurtenant rights, privileges, and easements thereto are hereinafter referred to as the "Property."

B. Seller's Property consists of eight (8) sites ("Sites") which will be developed by Purchaser's in accordance with Purchaser's Future Development Plan, more specifically set forth in Exhibit C attached hereto and made part hereof, being unimproved land located at 84 and 94 Drummond Street, 0.5687, 1.7219, and 0.1990 acre parcels on Dewitt Street, 25 Chalmers Lane, 24 Cromwell Road, 32 Cromwell Road, and 48/62 Cromwell Road, Greenhills, Hamilton County, Ohio 45218, as more fully described in Exhibit B.

C. Seller has determined that the agreements and transactions provided for in this Contract will facilitate positive long-term development planning and encourage development that will benefit the people and strengthen the community of the Village of Greenhills, Ohio.

D. Purchaser is also the Developer and Builder who shall implement the Project as set forth in Exhibit C.

E. Purchaser has the financial capability to purchase the Property from Seller in order to induce the Village of Greenhills, Ohio to sell the Property to Purchaser.

F. Purchaser under this Contract, may choose to transfer and assign his rights and obligations under this Contract to an affiliated land holding company only, and shall have the right to assign all of Purchaser's obligations under this Agreement, as approved by Seller, and as more fully set forth in Section 15 K below.

G. Definitions: As set forth in this Contract, the following terms are defined as follows:

**SITES** – are identified by BPP numbers and can accommodate 1 – 6 single family home lots and the same number of units.

**LOTS** – each lot will accommodate 1 single family home

**UNIT** – each unit is 1 single family home

NOW, THEREFORE, in consideration of the premises and mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged by the parties, Seller and Purchaser hereby agree as follows:

1. **Real Estate.** Purchaser shall purchase from Seller the currently unimproved real estate located on the Sites in the Village of Greenhills, Hamilton County, Ohio and as described in Exhibit B, attached hereto, with all appurtenant rights, privileges and easements ("Property"). Seller and Purchaser agree that the Property shall be purchased as Sites, which Sites may be purchased incrementally. The Sites are as set forth in Exhibit B attached hereto.

2. **Seller's Certifications.** To Seller's knowledge, Seller certifies the following facts regarding the Property:

A. Seller is the sole owner of the entire undivided fee simple interest in the Property.

B. The Property is free from any Municipal, County, State or Federal orders affecting the Property.

C. Subject to the approval of the Village of Greenhills, Ohio, , as more fully set forth in Section 7 and Section 14 of this Contract, Seller has full power and authority to execute, deliver and carry out the terms and provisions of this Contract and has taken all necessary action to authorize the execution, delivery and performance of this Contract. The individuals executing this Contract on behalf of Seller have the authority to bind Seller to the terms and conditions of this Contract. This Contract and all documents required hereby to be executed by Seller, when so executed, shall be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms. Seller is deemed to have made the certifications contained in this Section 2 again as of the time and date of the Closing, except that Seller shall not be in default hereof if any representation or warranty contained herein cannot be made at the Closing because of the acts or fault of Purchaser.

D. Seller shall be responsible for installing items that support and preserve the history of the Village. This may include but is not limited to street signage, monuments, plaques, gateways etc. Seller will work with Purchaser in developing and implementing a schedule for the installation of all historically significant items to ensure that the improvements are completed before or during the housing development contemplated herein. This Certification shall survive Closing and delivery of the deeds for the Sites.

E. Seller is deemed to have made the certifications contained in this Section 2 again as of the time and date of the Closing, except that Seller shall not be in default hereof if any certification contained herein cannot be made at the Closing because of the acts or fault of Purchaser. The provisions of this Section 2, which by their nature and effect are required to be performed after Closing and delivery of the deed for each Site, shall remain binding upon the parties to this Contract and shall be fully enforceable thereafter.

3. **Purchaser's Certification.** Purchaser hereby certifies to Seller that each of the following statements is true and correct as of the date of this Contract and shall be true and correct on the Closing Date:

A. Purchaser has the full power and authority to enter into this Agreement, to purchase the Property from Seller as provided in this Agreement, and to carry out Purchaser's obligations hereunder.

B. All requisite action necessary to authorize Purchaser to enter into and perform this Agreement in accordance with its terms and to carry out Purchaser's obligations has been obtained.

C. This Contract has been duly authorized, executed and delivered by Purchaser and is enforceable against Purchaser in accordance with its terms.

D. Purchaser or Purchaser's approved assignee has the financial capability to purchase the Property and to pay the Purchase Price in immediately available funds and construct the proposed project as outlined in Exhibit "A," ("Project") on the Property. Upon request, Purchaser, Purchaser's assignee, or their accounting firm, or Purchaser's lender will provide Seller with reasonable proof of financial capability, as determined by Seller in Seller's reasonable discretion. If Seller is not satisfied with the foregoing proof of financial responsibility, then Seller, at Seller's option and sole cost, may engage an independent third party to undertake a confidential financial verification and analysis of the purchasing entity, and to provide an opinion to Seller in order to ensure Purchaser has the financial capability (through equity and financing resources in the form of commercial financing), in Seller's reasonable discretion, to purchase the Property and construct the proposed Project, as outlined in Exhibit "A," on the Property. All financial information divulged by Purchaser shall be confidential and not part of any of Seller's public record.

E. Neither the execution and delivery of this Agreement nor the performance hereof will (i) be in violation of Purchaser's affiliated entity's organizational documents including its bylaws, Articles of Organization and its operating agreement, (ii) conflict with any law, decree, judgment, regulation or decree of any court or governmental

agency, or (iii) conflict with any agreement or instrument to which Purchaser is a party or by which Purchaser is or may be bound.

F. Purchaser shall aggressively market the Property for home construction in conformance with a National Historic District.

G. Purchaser is deemed to have made the certifications contained in this Section 3 again as of the time and date of the Closing, except that Purchaser shall not be in default hereof if any certification contained herein cannot be made at the Closing because of the acts or fault of Seller. The provisions of this Section 3, which by their nature and effect are required to be performed after the Closing date and/or the delivery of the deed for each Site, shall remain binding upon the parties to this Contract and shall be fully enforceable thereafter.

**As-Is, Where-Is Transaction.** PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER IS FULLY AWARE OF, UNDERSTANDS AND ACKNOWLEDGES THE PHYSICAL CONDITION OF THE PREMISES. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT AS SET FORTH IN THIS AGREEMENT, SELLER AND ITS REPRESENTATIVES AND AGENTS HAVE NOT MADE AND ARE NOT NOW MAKING, AND SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS OR GUARANTIES OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO THE PREMISES, PERSONAL PROPERTY, IF ANY, AND THE SIZE, LOCATION, AGE, USE, DESIGN, QUALITY, DESCRIPTION, SUITABILITY, STRUCTURAL INTEGRITY, OPERATION OR PHYSICAL CONDITION OF THE PREMISES, OR ANY PORTION THEREOF, AND THE PRESENCE OF HAZARDOUS MATERIALS IN OR ON, UNDER OR IN THE VICINITY OF THE PREMISES, AND THE MERCHANTABILITY OF THE PREMISES OR FITNESS OF THE PREMISES FOR ANY PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR ANY SELLER WARRANTIES OR REPRESENTATIONS EXPRESSLY CONTAINED IN THIS AGREEMENT, PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ITS REPRESENTATIVES OR AGENTS AND AGREES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. PURCHASER SHALL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PREMISES AS PURCHASER DEEMS NECESSARY, INCLUDING BUT NOT LIMITED TO THE FINANCIAL, PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO ADVERSE FINANCIAL, PHYSICAL AND ENVIRONMENTAL CONDITIONS MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. PURCHASER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER, AND PURCHASER SHALL ACCEPT THE PREMISES "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS". PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS AFFECTING THE PREMISES BY SELLER OR

ANY AGENT OR REPRESENTATIVE OF SELLER. THE TERMS OF THIS SECTION SHALL SPECIFICALLY SURVIVE THE CLOSING.

**4. Purchase Price and Terms.**

A. The Purchase Price for all of the Property will be based on a price of \$6,500.00 per unit/lot, payable in CASH, with each unit/lot to be subdivided by Purchaser as agreed upon by the parties as set forth in Purchaser's final, approved Project drawings, as set forth in Exhibit C. There shall be no earnest money deposit payable from Purchaser to Seller.

B. In addition to the Conditions to Close set forth in Section 10, Purchaser's obligation to pay the Purchase Price and the Closings are contingent upon the Contingencies set forth in Section 7.

C. The Purchase Price for each Site will be payable by Purchaser to Seller by wire transfer/cashier's check at each Closing.

D. Purchaser shall be obligated to purchase all eight (8) Sites within 24 months of the date the first (1<sup>st</sup>) lot is purchased. If Purchaser fails to purchase all eight (8) Sites within the specified time frame, Seller may, at its discretion and with no compensation to Purchaser, in which case the executory terms of this Contract as to this Section shall terminate, take over the Project or find a substitute developer/builder. Notwithstanding the foregoing, Seller may, if Purchaser is acting in good faith, and in Seller's sole discretion, agree to grant an extension of time to Purchaser for both the purchase of the Sites and constructions of the improvements.

E. At the time of the Closing of Purchaser's acquisition of each Site, Purchaser shall provide Seller with a form of security instrument to secure the funds necessary to perform Purchaser's construction of the Project in accordance with the approved construction plans. The amount of the security and form of security instrument shall be reviewed and approved by Seller and the Village Law Director.

F. The provisions of this Section 4, which by their nature and effect are required to be performed after Closing and delivery of the deed for each Site, shall remain binding upon the parties to this Contract and shall be fully enforceable thereafter.

**5. Due Diligence.** Purchaser, at its expense, shall have a period of up to 120 days after the Effective Date to:

A. Obtain, a current commitment for title insurance issued with respect to the Property in the amount of the Purchase Price (the "Title Commitment").

B. Review and approve the cut-up survey and Legal Description of the Property, as more fully described in Section 6. The cut-up survey and Legal Description shall also be reviewed and approved by Seller.

C. Obtain a Phase I Environmental Report for the Property.

D. Confirm availability and capacity of all utilities, including sewer capacity by the Hamilton County Metropolitan Sewer District.

During the term of the Contract, Purchaser and its employees, agents, contractors, subcontractors, invitees and representatives shall be entitled to enter on to the Property and to conduct such inspections thereon as Purchaser may deem appropriate in order to determine the suitability of the Property for the Project. Purchaser shall indemnify and hold Seller harmless from any and all damages and/or claims related to or arising from such entry. Purchaser will keep the Property free and clear of any mechanic's or materialmen's liens, shall pay all expenses incurred, shall restore any damage to the Property caused by Purchaser or its agents.

6. **Cut-up Survey; Legal Description.** Purchaser shall obtain, and shall pay the expense of any metes and bounds legal descriptions and surveys, for both the transfer of the Property by Seller to Purchaser, if the current legal descriptions are not transferable, and the expense for the cut up of the Property, along with the survey expense for any subdivision plats, so that the Property can be cutup/subdivided to for the Project. Seller shall have the right to approve any and all survey and legal descriptions, which approval shall not be unreasonably withheld or delayed. These legal descriptions and surveys shall also be subject to approval by the Hamilton County, Ohio Engineer's Office. Purchaser may select the engineer/surveyor that will prepare the cut up surveys, metes and bounds descriptions, and/or subdivision plat. Purchaser shall be solely responsible for, and shall bear all expenses related to, any approvals required to sub-divide the Property and for recording all sub-division plats necessary to carry out the intent of this Contract. Seller shall cooperate with Purchaser in this cut-up of Seller's Property, including signing applications, providing appropriate personnel to attend hearings or meetings regarding the cut-up, etc.

7. **Contingencies.** Purchaser's obligation to buy the Property from Seller, and Seller's obligation to sell the Property to Purchaser shall be subject to the following Contingencies, the satisfaction of which must be to the determining party's sole satisfaction:

A. Review and approval by the Village of Greenhills Planning Commission of the sub-division of the Property, as required by code, site plan, design concept, character, building materials, and construction quality of the Project, zoning, proposed setbacks; parking areas, conformity to the National Historic Landmark Designation; and

B. Purchaser obtains all necessary financing to construct and complete the Project; and

C. Issuance of building permits by the Village of Greenhills, Ohio to Purchaser for the Project; and

D. Approval of the legal descriptions of the Property by Seller and Purchaser; and

E. Location of easement(s) for any access deemed necessary by Seller and Purchaser; and

Review and approval of Seller and Purchaser of any easements required between the parties; and

F. Review and approval for availability and capacity of all utilities, including capacity by the Hamilton County Metropolitan Sewer District; and

G. Coordination of Project landscaping with requirements of the Village of Greenhills, Ohio; and

H. Any other approvals required and deemed necessary by the Village of Greenhills, Ohio Planning Commission for the Project.

8. **Closing ("Closing/s")** Purchaser shall purchase the Sites progressively, within a two (2) year period beginning on or before October 1, 2019, following satisfaction of all of the contingencies in Sections 7 and 14, and ending on or before October 1, 2021 as applicable or on such other reasonable date as the parties may agree to in writing.

A. Marketable title to the Property will be conveyed by Seller to Purchaser by limited warranty deed at Closing, subject to easements and restrictions of record and any easements that existed prior to Seller's ownership of the Property and merged due to Seller's acquisition of the Property, as reflected in the Title Commitment, and as confirmed by Seller, which shall be required as the result of the new division of ownership between Seller as the owner of the Property and Seller as the beneficiary of the easements. At Closing, Purchaser shall execute any and all unplatted easements necessary to Seller for the Property as required by Sections 7E and F, provided such easements were provided to Purchaser for review at least 20 days prior to Closing. Seller and Purchaser will also execute any other customary and appropriate closing documents at Closing. Title shall be conveyed subject to no monetary liens except for the lien for non-delinquent real property taxes, assessments, or improvement district liens, but otherwise subject to all matters of record as specified above.

B. The costs incurred in connection with the transaction contemplated by the Contract shall be allocated between Seller and Purchaser as follows:

C.

<u>Requirement</u>	<u>Responsibility</u>
Survey-ALTA	Purchaser
Survey-Cut Up/Boundary/Plat	Purchaser
Title Search	Purchaser
Title Insurance Commitment/Policy	Purchaser
Grantor's Tax, if any	Seller
Grantee's Parcel Fee	Purchaser
Brokerage Commissions	N/A for this Contract
Inspection Costs	Purchaser
Attorneys' Fees	Each Party Pays Own
Environmental	Purchaser
Recordation	Purchaser
Financial review	Seller
Survey for transfer from Seller/Consolidation/Remainder/residual survey, if necessary	Purchaser

D. Real property taxes and any other matters to be prorated will be prorated as of date of Closing. Seller will pay all taxes and assessments applicable to the period prior to Closing; Purchaser will pay all taxes and assessments applicable to the period on and following Closing.

NOTE: Property taxes and assessments are subject to change. Purchaser and Seller agree that the taxes and any assessments shall be based on the latest tax information available through the Hamilton County, Ohio Auditor and Treasurer's records and shall be final as of the date of the Closings on the Sites. Seller shall continue to pay the property taxes and assessments on the Property until the Closings on each Site.

9. **Default.** In the event of a default by Purchaser under this Contract, Seller shall be entitled, as Seller's sole and exclusive remedies, to either terminate this Contract and/or exercise any other right or remedy available to it at law or in equity, or to request a court in Hamilton County, Ohio to specifically enforce the obligations of Purchaser under this Contract. In the event of a default by Seller under this Contract, Purchaser shall be entitled, as Purchaser's sole and exclusive remedies, to declare this Contract terminated, and/or exercise any other right or remedy available to it at law or in equity, or to request a court in Hamilton County, Ohio to specifically enforce the obligations of Seller under this Contract.

10. **Conditions to Close.**

A. Conditions Precedent to Obligations of Seller. The obligations of the Seller hereunder are subject to satisfaction, at or prior to the Closing, as applicable, of each of the following conditions:

(i) The certifications of Purchaser made in Section 3 of this Contract shall be true and complete in all material respects as of the Closing Date as if made on and as of that date.

(ii) All of the terms, covenants and conditions to be complied with and performed by Purchaser on or prior to the Closing Date shall have been complied with or performed in all material respects.

(iii) Seller has received adequate and sufficient information, as required herein, to ensure itself that Purchaser or its assignee has the financial capability to fulfill the terms of the Contract and to construct the proposed Project as outlined in Exhibit C, on the Property.

(iv) Purchaser and its assignee shall have executed the easements to Seller as required and described in this Contract.

(v) Purchaser shall have paid the Purchase Price as required herein.

(vi) All contingencies contained in Sections 7 and 14 are satisfied to Seller's satisfaction.

B. Conditions Precedent to Obligations of Purchaser. The obligations of Purchaser hereunder are subject to satisfaction, at or prior to the Closing, of each of the following conditions:

(i) The certifications of Seller made in Section 2 of this Contract shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date.

(ii) All of the terms, covenants and conditions to be complied with and performed by Seller on or prior to the Closing Date shall have been complied with or performed in all material respects.

(iii) Seller shall have delivered to Purchaser each of the documents and other items required to be delivered by Seller as required by the title company, and pursuant to this Contract.

(iv) Seller shall have delivered title to Purchaser as required by Section 8.A.

(v) Purchaser shall be responsible for the preparation of any legal documents for the formation and the management of any Condominium/Homeowner's Association. The management of the Condominium/Homeowner's Association will be transferred to the future homeowners at the completion of the Project.

(vi) All contingencies in Sections 7 and 14 are satisfied to Purchaser's satisfaction.

11. **Delivery of Notice.** Any notice to be given hereunder shall be hand delivered, given by overnight delivery service (return receipt requested), or via electronic mail addressed to the party in question at the addresses appearing in the introductory paragraph of this Contract except as is otherwise expressly provided herein. The effective date of any such notice shall be the date on which such notice is delivered (in the case of hand delivery) or mailed (in the case of use of registered or certified mail) to such addresses or the date of actual receipt in any other case. Any address set forth herein may be changed by notice to the other party hereto.

A copy of any notice to Seller shall also be given to:

Jeffrey D. Forbes, Law Director  
Wood and Lamping LLP  
600 Vine Street, Suite 2500  
Cincinnati, Ohio 45202  
jdforbes@woodlamping.com

A copy of any notice to Purchaser shall also be given to:

Clenard C. Henderson, President  
Quality Construction Resources  
8226 Legare Court, #103  
West Chester, Ohio 45069

12. **Offer to Purchase.** If Purchaser executes this Contract prior to Seller, then this Contract shall constitute and be an Offer to Purchase by the Purchaser that shall remain open to acceptance by Seller, based upon approval by the Village Council of Seller, until \_\_\_\_\_ m. eastern standard time, on \_\_\_\_\_, 201\_\_\_\_. Upon Seller's acceptance, execution, and delivery of this Contract, this Contract shall constitute and be a valid Contract for Sale and Purchase that is binding upon all parties hereto.

13. **Broker Commissions.** Seller and Purchaser shall be responsible for the payment of any and all broker's commissions, if any, that may be due pursuant to any existing

broker agreements, and each party shall protect and save harmless the other party against the claim of any broker hired with respect to this Contract. The parties acknowledge that there shall be no brokerage commissions or fees related to Seller's sale of the Property to Purchaser. Purchaser shall pay the brokerage fees of any broker used by Purchaser at and after the Closings with the Seller and as incurred by Purchaser for the sale of each lot in each Site.

14. **Additional Contingency Clause.** Notwithstanding anything herein or elsewhere to the contrary, it is expressly understood by the parties hereto that the Seller and Purchaser's obligation to consummate the Closing and purchase the Property is contingent upon the occurrence of the following event:

Approval by all necessary action of the Village Council of Seller (including approval by resolution and/or ordinance, as applicable) of the Contract, as set forth in Section 7A.

The Seller shall notify the Purchaser in writing when this contingency has been, in Seller's opinion, satisfied.

15. **Miscellaneous.**

A. **Press Release.** Both parties agree not to issue or make any public announcement, whether oral or written, of the sale of the Property without first giving the other party the opportunity to review and comment upon the contents of the notice or other statement.

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

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

D. **Construction.** No provisions of this Contract shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provisions.

E. **Entire Agreement.** This Contract, including Exhibits "A" through "D" constitutes the entire contract between the parties hereto and supersede all prior understandings, if any, there being no other oral or written promises, conditions, representations, understandings or terms of any kind as conditions or inducements to the execution hereof and none have been relied upon by either party. Any subsequent conditions, representations, warranties, or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

F. **Time is of the Essence.** Time is of the essence in this transaction.

G. Recitals. The above-stated Recitals shall be an integral part of this Contract.

H. Original Document/Counterparts. This Contract shall be executed by both parties in counterparts, each of which shall be deemed an original, but all of such counterparts taken together shall constitute one and the same Agreement.

I. Governing Law. This Contract shall be construed, and the rights and obligations of Seller and Purchaser hereunder shall be determined, in accordance with the laws of the State of Ohio.

J. Non-Merger. In addition to any specific language of non-merger found in certain sections of this Contract, any provision hereof which by its terms would be performed after the Contract Date shall survive the Contract Date and shall not merge in the deed, except as specifically provided to the contrary herein.

K. Assignment. Purchaser, as the current Purchaser under his Agreement, shall only have the right to assign all of Purchaser's rights and obligations under this Contract to an affiliated land holding company created by Purchaser, intended to act as title holder for the Property, provided Seller approves of the proposed assignee based on the requirements set forth in Section 3D, with Seller's approval not to be unreasonably withheld or delayed. Purchaser and its affiliates shall be obligated under the terms of this Contract.

L. Severability. In the event that any provision or clause in this Contract shall be ruled invalid and severed by a court of competent jurisdiction, such severability shall not affect other provisions of this Contract and they shall remain in full force and effect. This provision shall survive the Closing or any termination hereof.

M. Effective Date. The Effective Date of this Agreement shall be the date upon which the last of the Purchaser and Seller execute this Agreement.

SPACE LEFT INTENTIONALLY BLANK

The parties have executed this Contract as of the respective dates set forth below.

**SELLER:**

Village of Greenhills, Ohio, an Ohio municipal corporati

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Evonne Kovach, Municipal Manager

**PURCHASER:**

Quality Construction Resources, LLC

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Clenard C. Henderson, President  
\_\_\_\_\_, member

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jeffrey D. Forbes, Law Director

2767770.1

EXHIBITS TABLE OF CONTENTS (Contract for Sale and Purchase)

- Exhibit A **Village of Greenhills Residential Redevelopment & Infill Housing Project**
- Exhibit B **Seller's Property**
- Exhibit C **Future Development Plan**

**Exhibit A**

**Village of Greenhills Residential Redevelopment & Infill Housing Project**



*The Village of*  
**GREENHILLS**  
A CITY



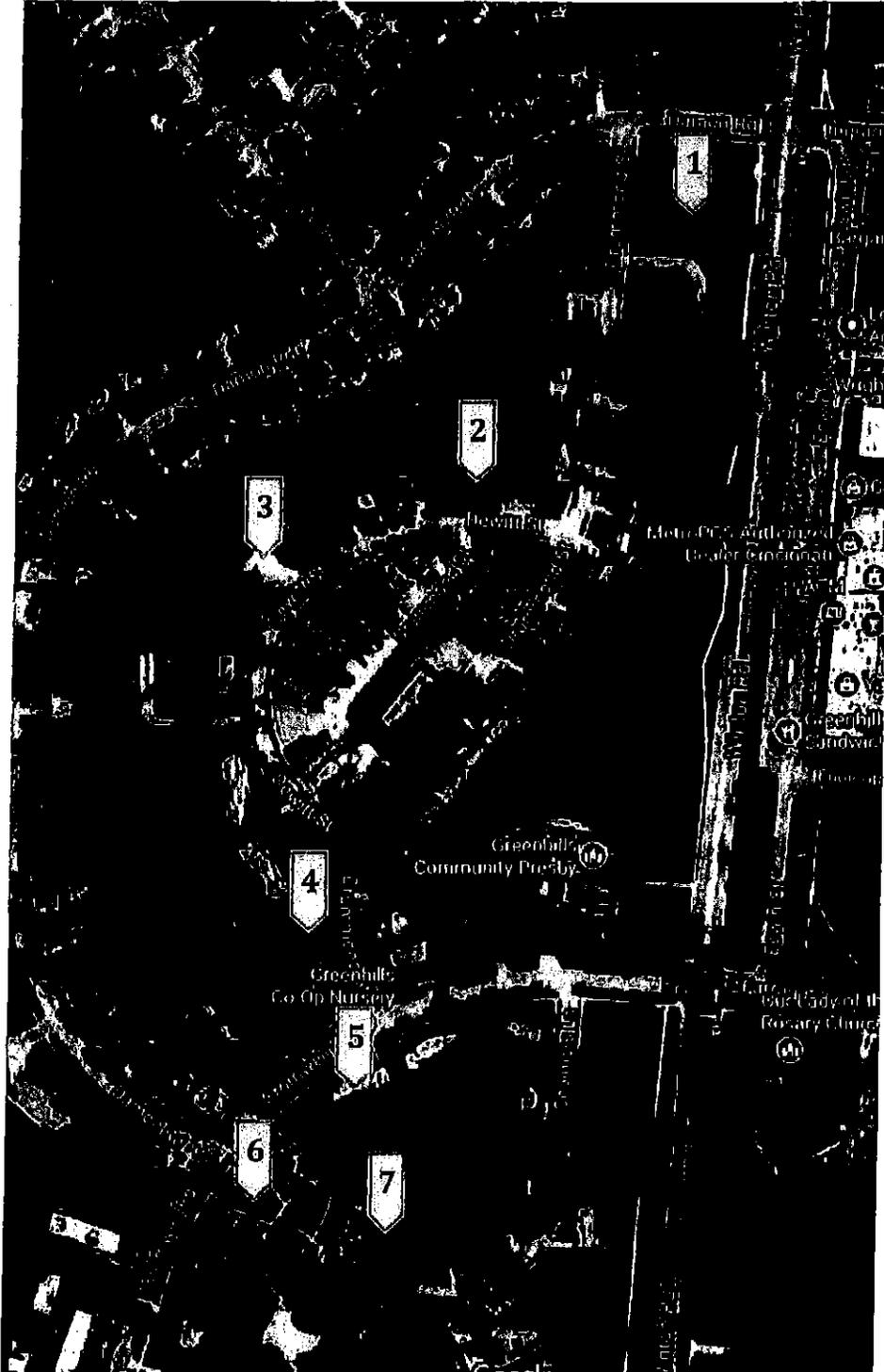
**Village of Greenhills**  
**Residential Redevelopment &**  
**Infill Housing Project**  
in the  
**Greenhills Historic District**

**Developer Information Packet**

Conceptual images and floorplans prepared by:

John Senhauser Architects  
1118 Saint Gregory St.  
Cincinnati, OH 45202-1724

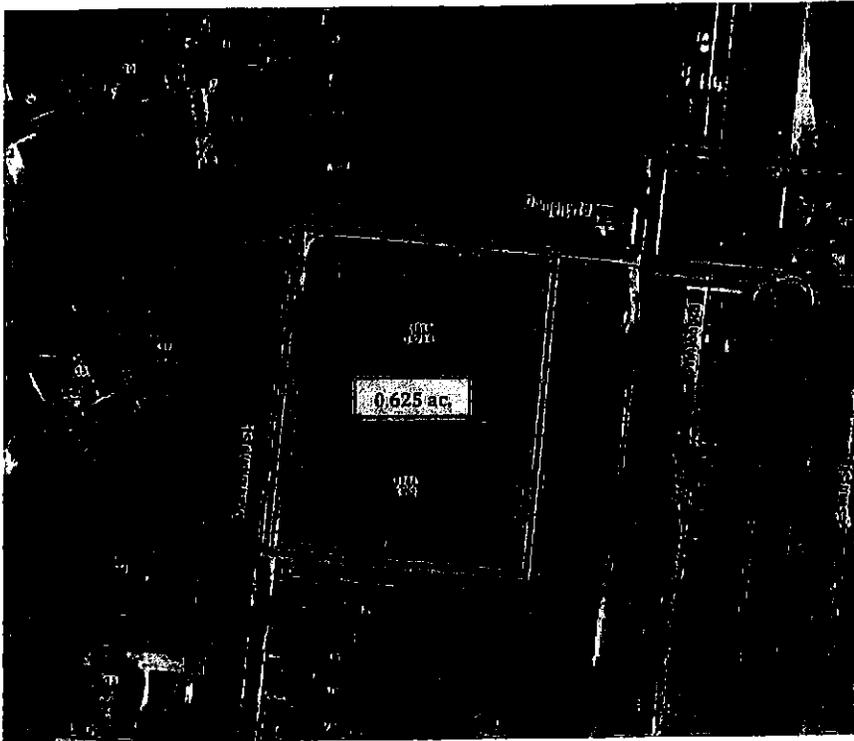
# Greenhills Residential Redevelopment Sites #1-7



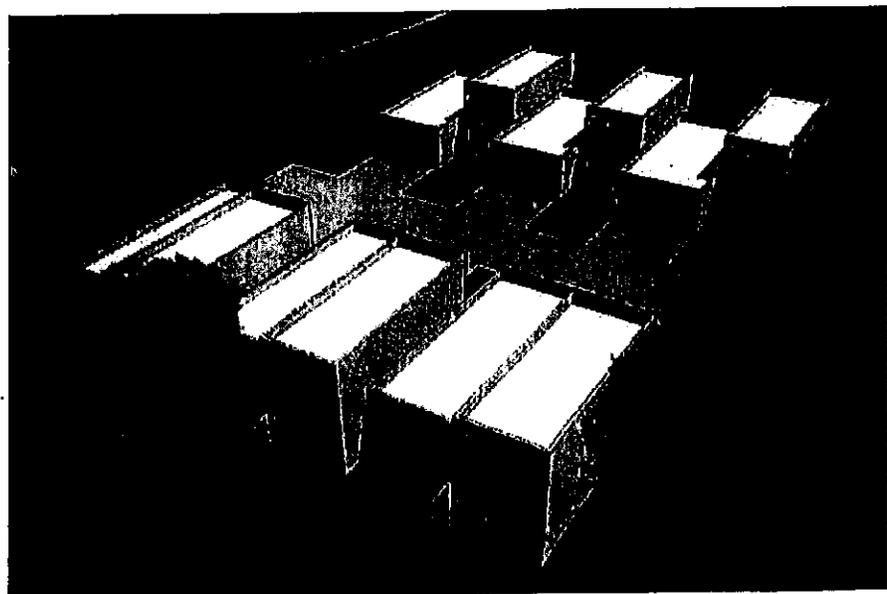
**Site #1**

**Corner of Damon Road and Winton Road**

Existing lot size



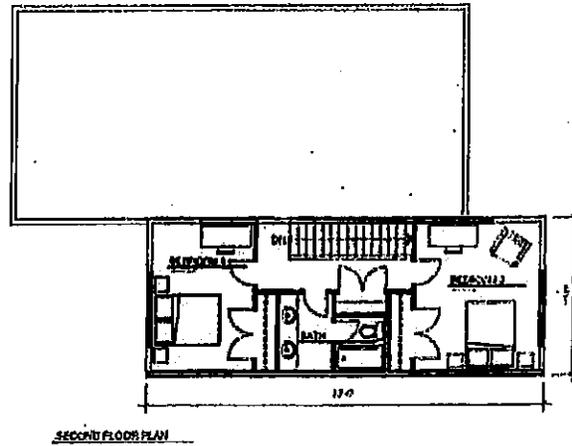
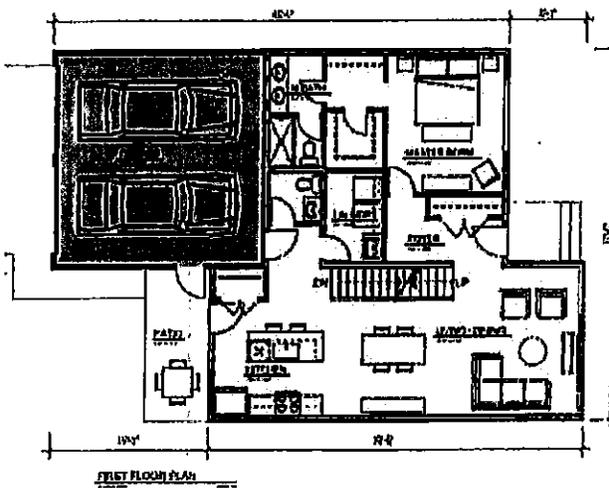
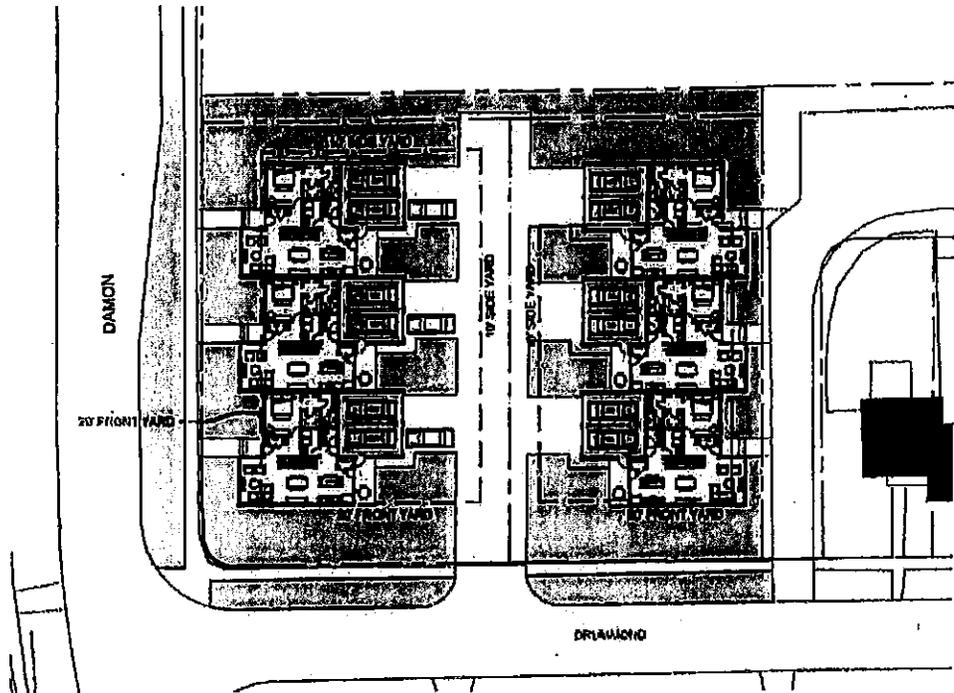
Conceptual image, 6 single-family units



Site #1

Corner of Damon Road and Winton Road

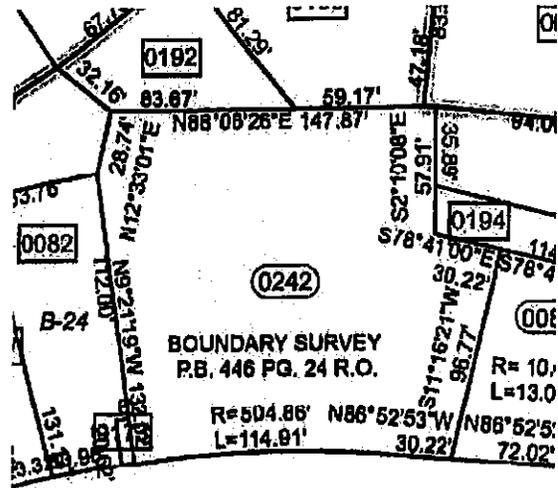
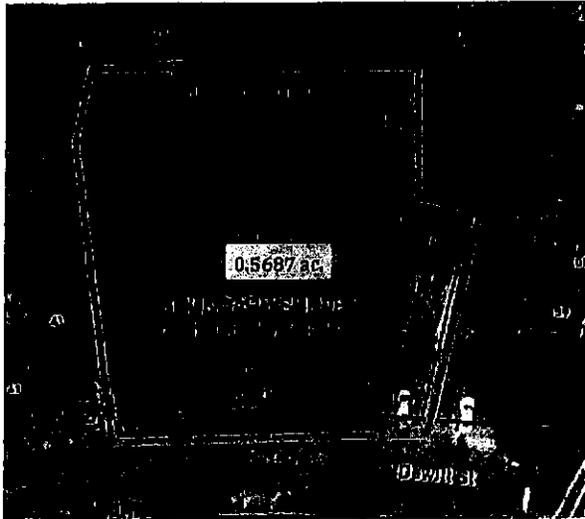
Additional conceptual images



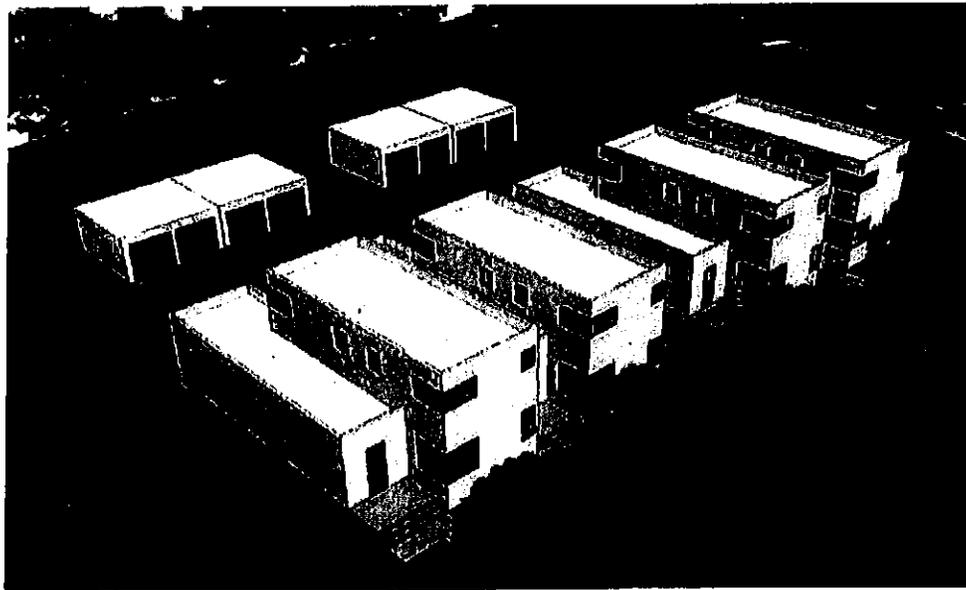
## Site #2

### North Corner of DeWitt Street and Drummond Street

Existing lot size



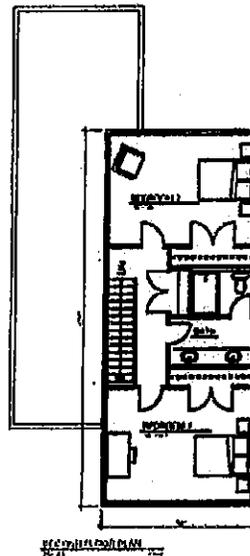
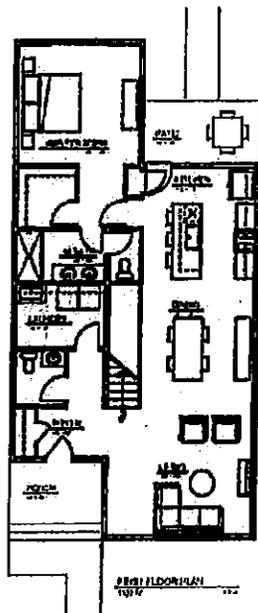
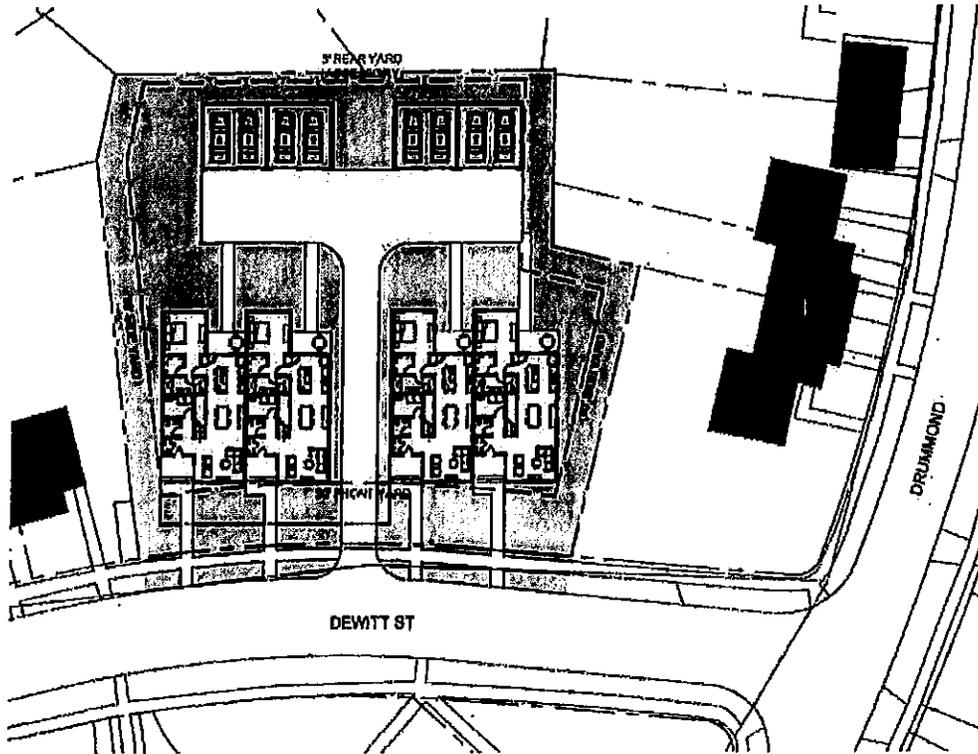
Conceptual image, 4 single-family units



Site #2

North Corner of DeWitt Street and Drummond Street

Additional conceptual images

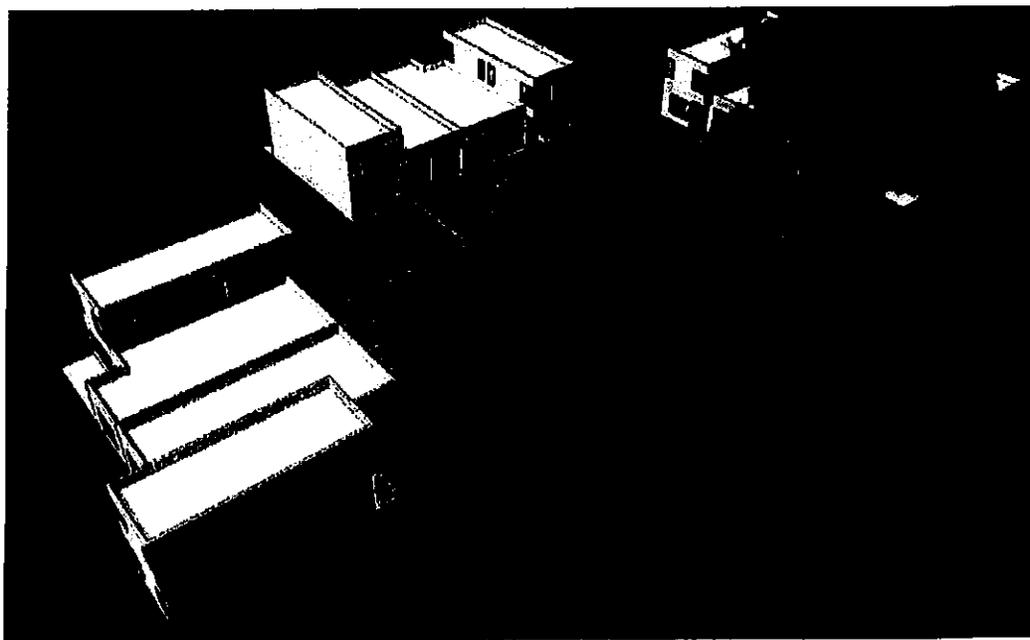


**Site #3**  
**DeWitt Court**

Existing lot size

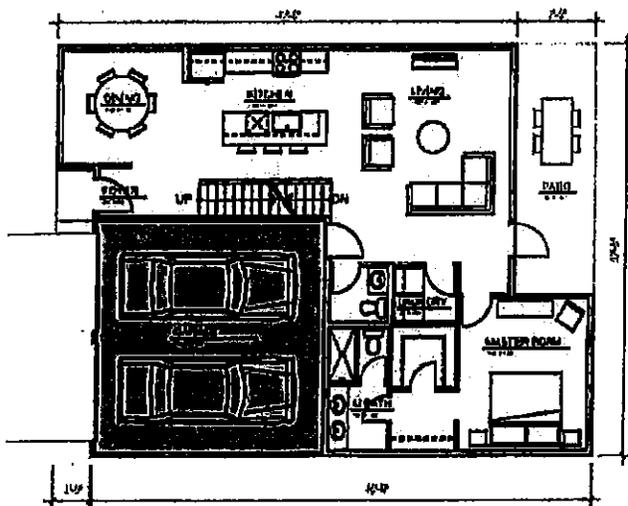
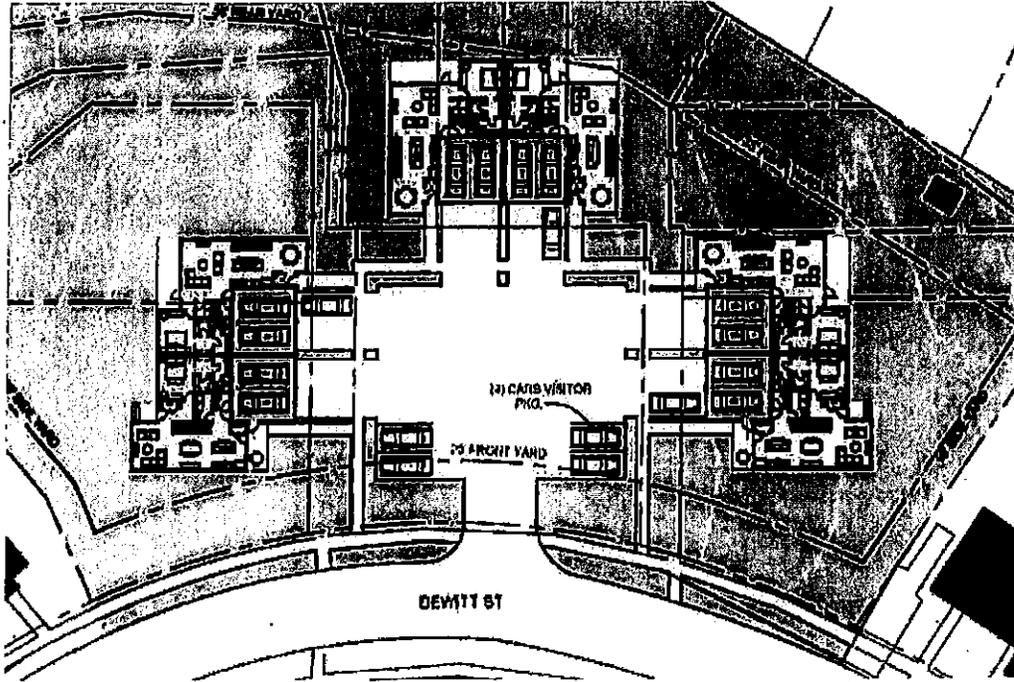


Conceptual image, 6 single-family units

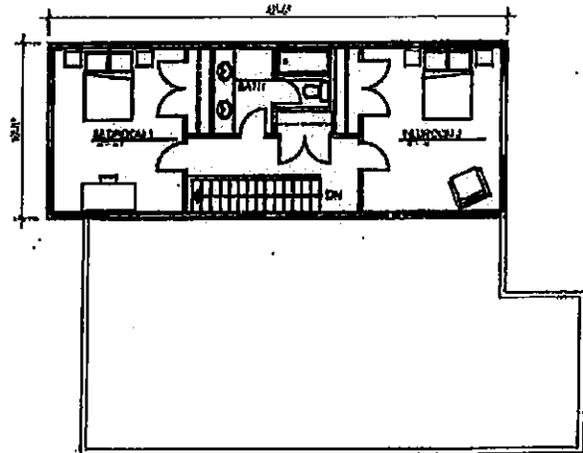


# Site #3 DeWitt Court

Additional conceptual images



FIRST FLOOR PLAN  
12001P



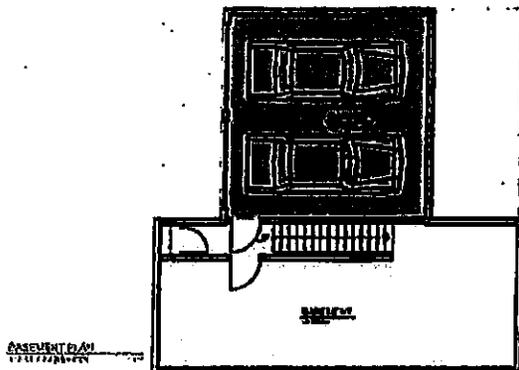
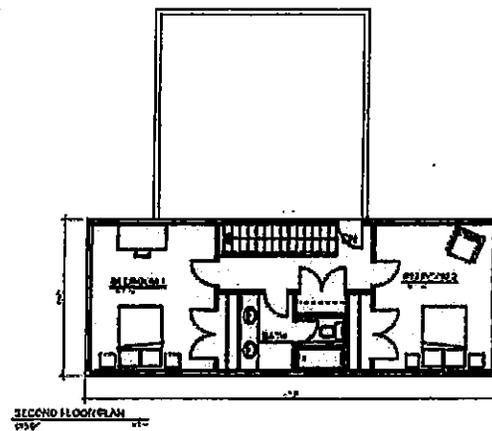
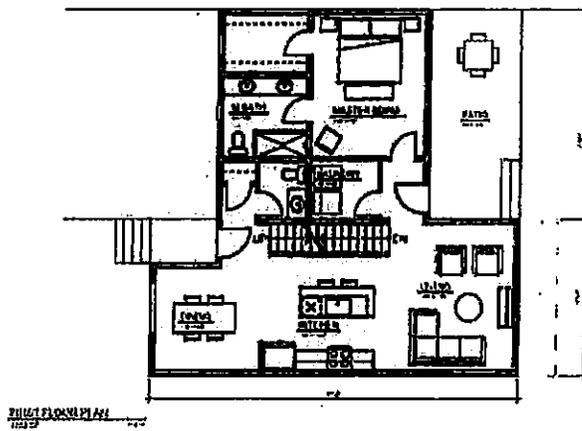
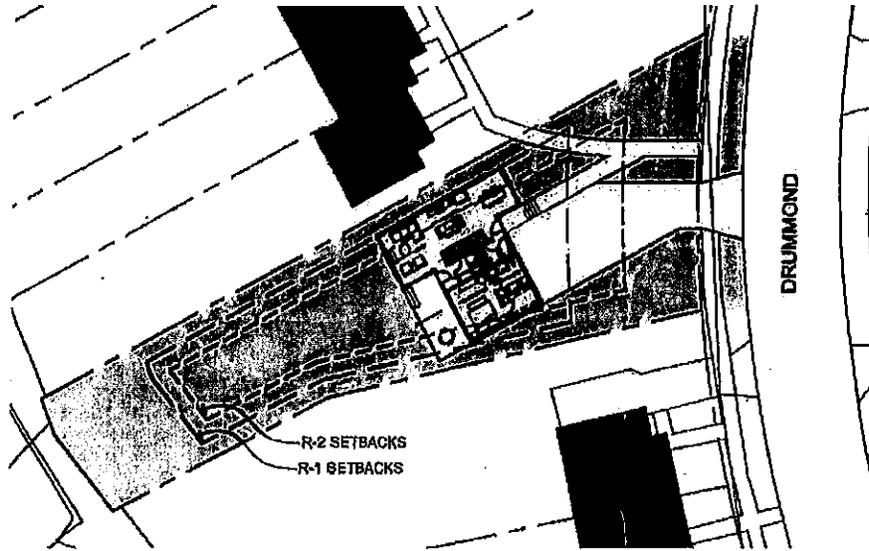
SECOND FLOOR PLAN  
8012P



Site #4

Drummond Street

Additional conceptual images



**Site #5**  
**Cromwell Road**

Existing lot size (existing structures will be demolished)

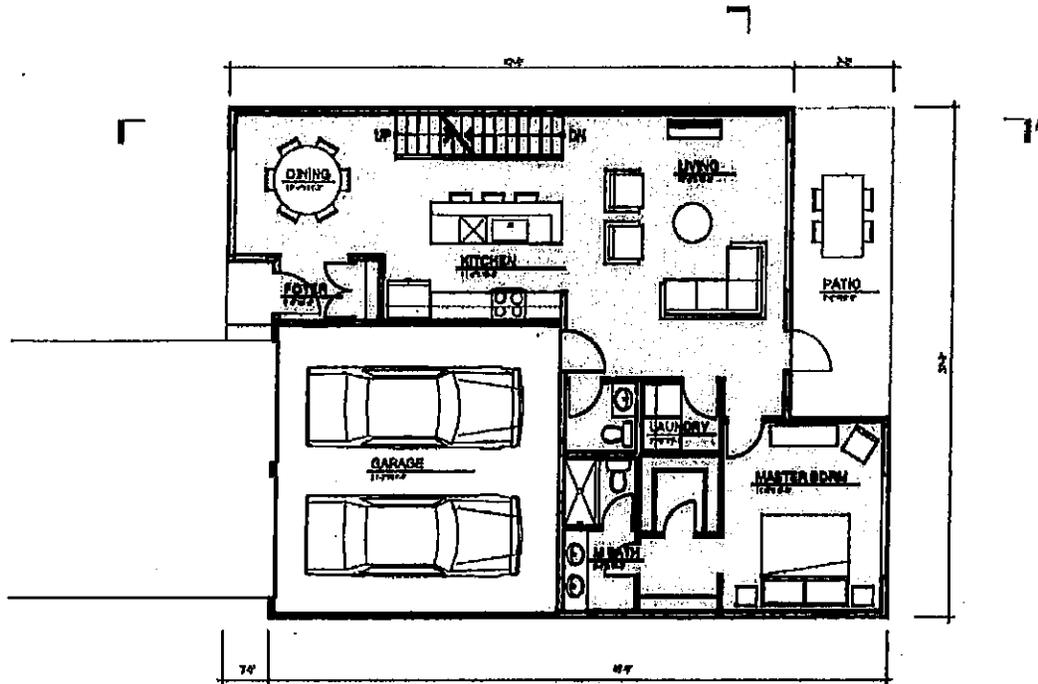


Conceptual image, 3 single-family units

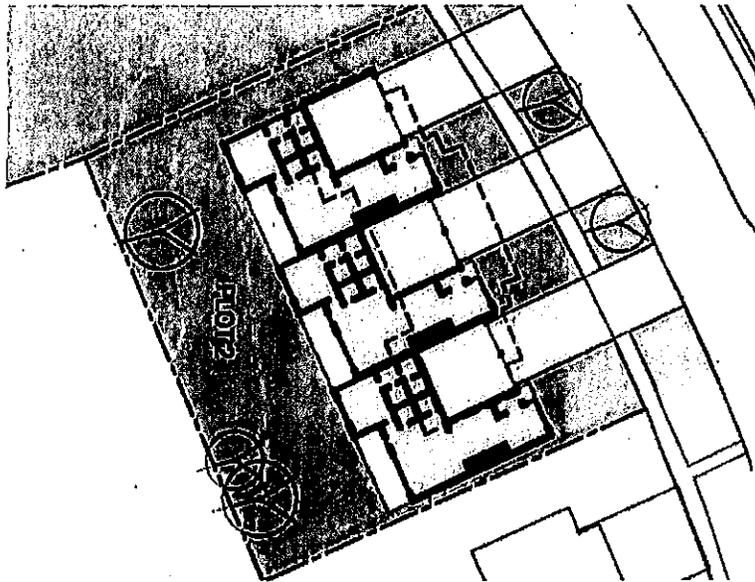


Site #5  
Cromwell Road

Additional conceptual images



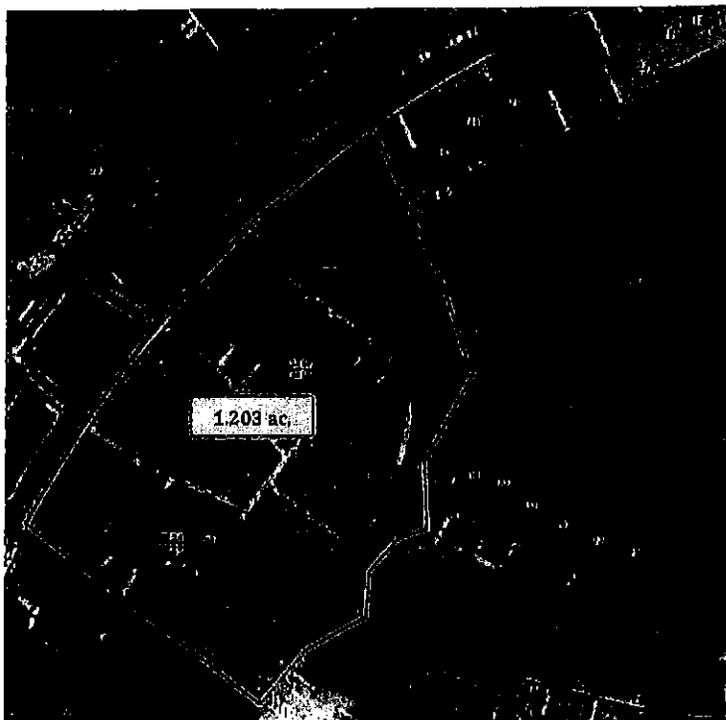
FIRST FLOOR PLAN  
1200 SF



**Site #6**

**Cromwell Road and Damon Road**

Existing lot size (existing structures will be demolished)



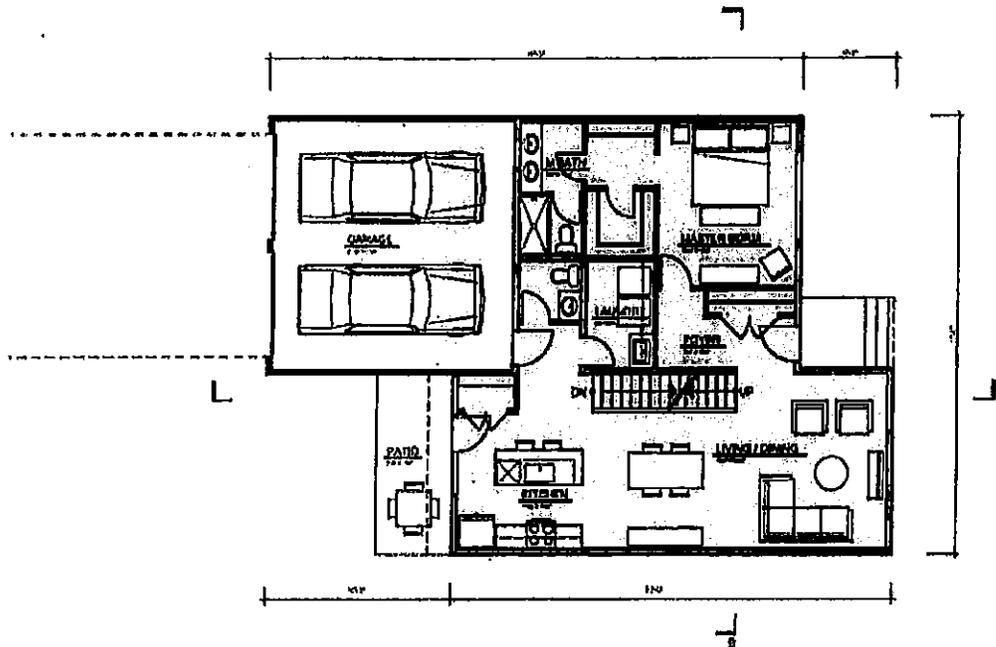
Conceptual image, 6 single-family units, 3 on each side



### Site #6

## Cromwell Road and Damon Road

Additional conceptual images



FIRST FLOOR PLAN  
1/27



**Site #7**  
**Chalmers Court**

Existing lot size (existing structures will be demolished)

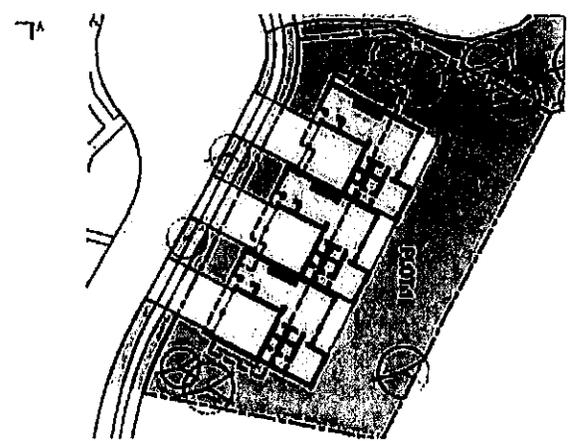
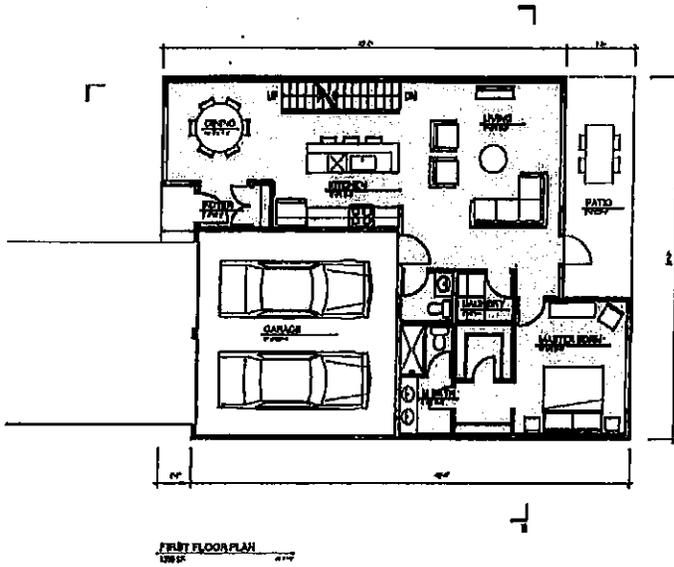


Conceptual image, 3 single-family units



# Site #7 Chalmers Court

Additional conceptual images



**Exhibit B**

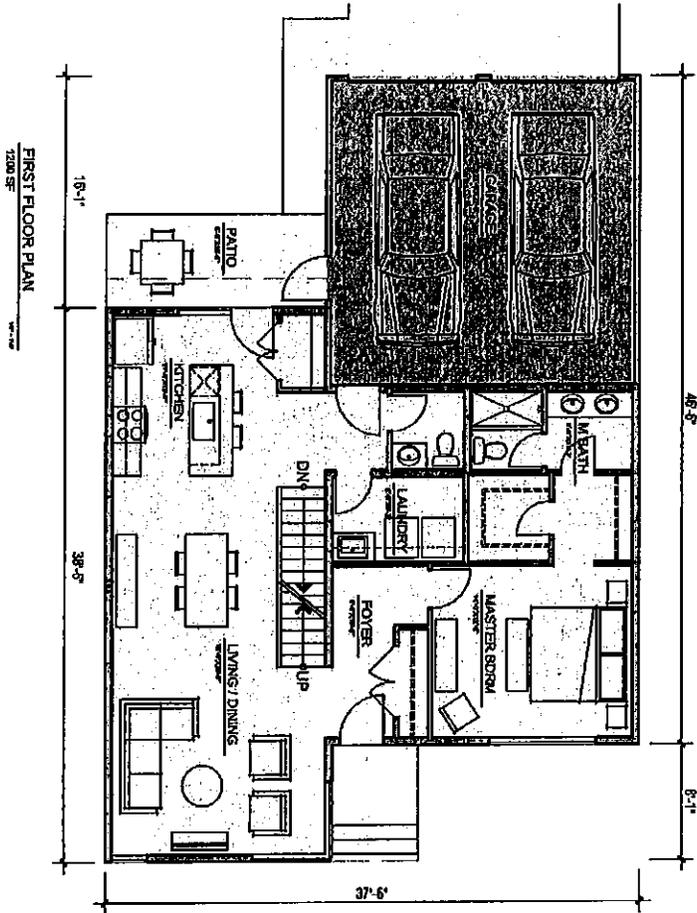
**Seller's Property**

Site #1	597-0060-0078—84 Drummond Street 597-0060-0079—94 Drummond Street
Site #2	597-0060-0242—0.5687 acres on Dewitt Street
Site #3	597-0060-0243—1.7219 acres on Dewitt Street
Site #4	597-0060-0216—0.1990 acres on Dewitt Street
Site #5	597-0070-0009—25 Chalmers Lane
Site #6	597-0070-0003—24 Cromwell Road
Site #7	597-0070-0002—32 Cromwell Road
Site #8	597-0070-0268—48/62 Cromwell Road

**Exhibit C**

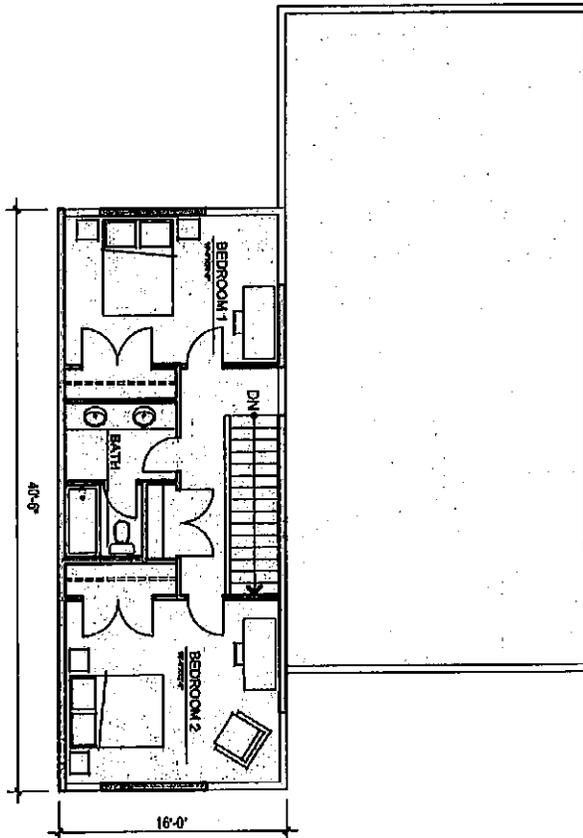
**Future Development Plan**

Purchaser agrees to construct single family homes on the subject properties in a manner consistent with the Village's Residential Redevelopment and Infill Housing Project outlined in Exhibit A. The following four (4) basic floorplans will be utilized for the properties.



FIRST FLOOR PLAN  
1200 SF

SECOND FLOOR PLAN  
577 SF



SITE A - TYPICAL PLAN

GREENHILLS

JOHNSENHAUSERARCHITECTS

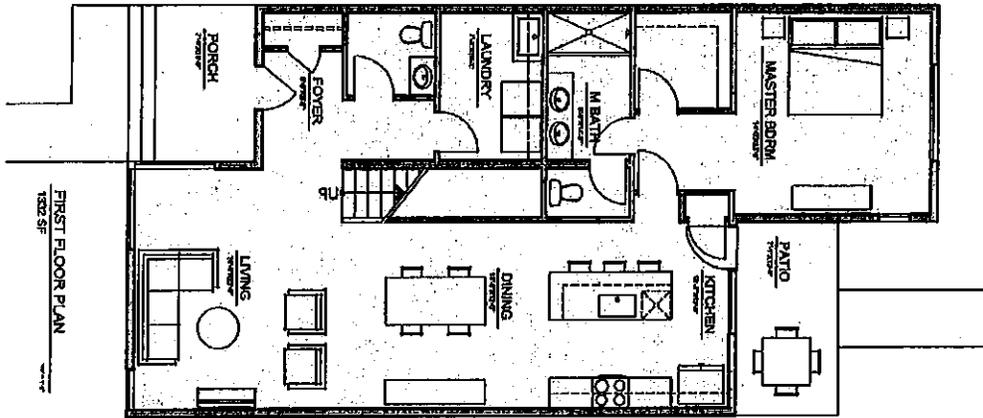
1130 SAINT GREGORY ST., CINCINNATI, OHIO 45202-1724 P 513 381 1669 F 513 381 4304

JOB NUMBER: 16008

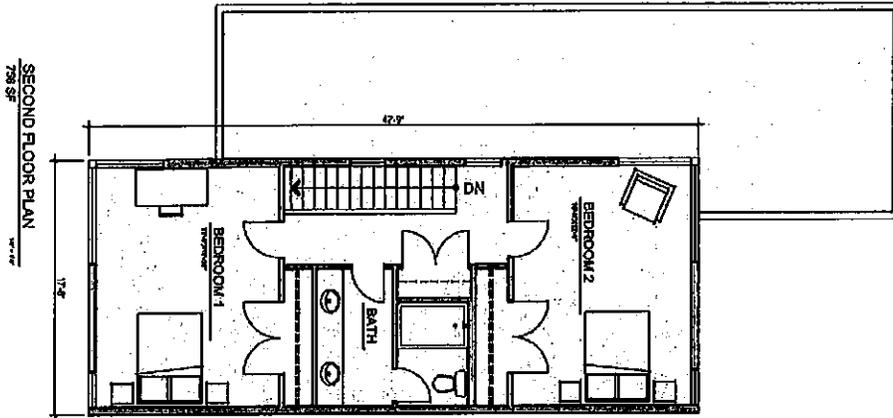
DATE ISSUED: 08/12/16

ISSUED SKETCH

A2



FIRST FLOOR PLAN  
1522 SF



SECOND FLOOR PLAN  
798 SF

SITE B - TYPICAL PLAN

# GREENHILLS

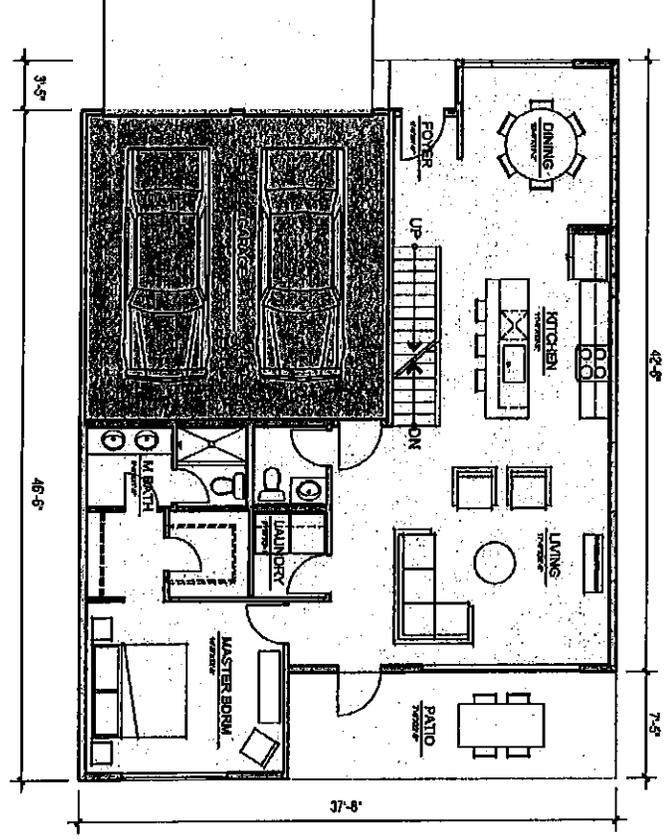
JOHNSENHAUSERARCHITECTS

11128 SAINT GREGORY ST. CINCINNATI, OHIO 45202-1724 P 513 381 1669 F 513 381 4504

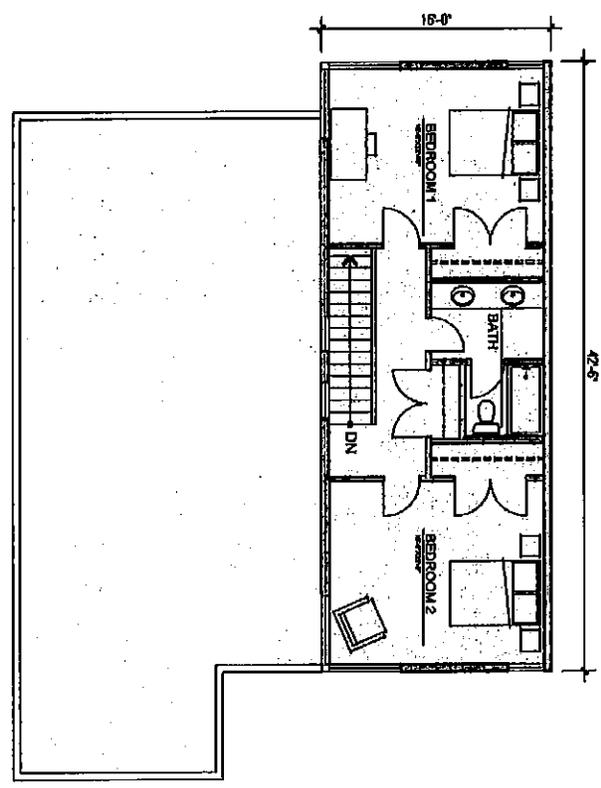
JOB NUMBER: 16008  
DATE ISSUED: 08/12/16  
ISSUED SKETCH

B2

FIRST FLOOR PLAN  
1200 SF



SECOND FLOOR PLAN  
850 SF



SITE C

GREENHILLS

JOHNSENHAUSERARCHITECTS 1118 SAINT GREGORY ST. CINCINNATI, OHIO 45202-1724 P 513 381 1669 F 513 981 4504

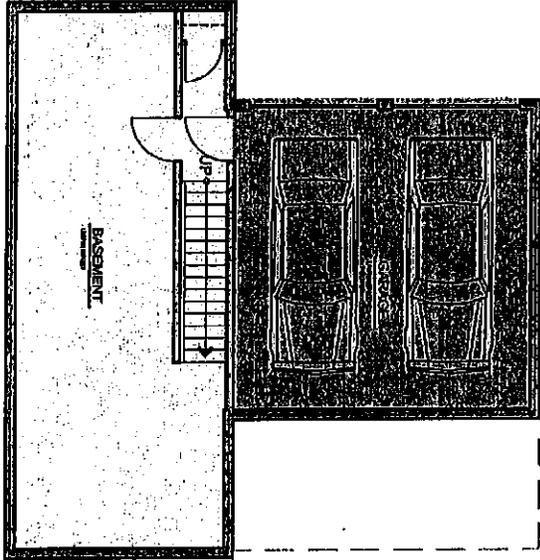
JOB NUMBER: 16008

DATE ISSUED: 08/12/16

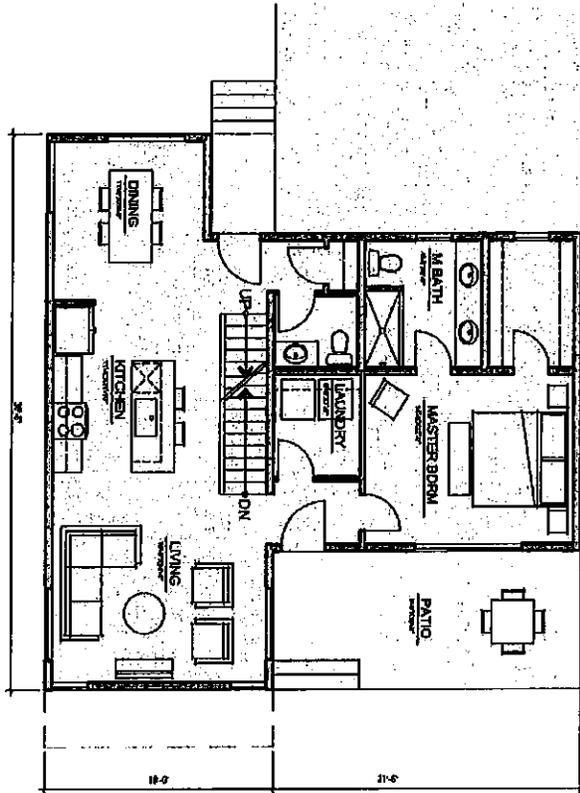
ISSUED SKETCH

C2

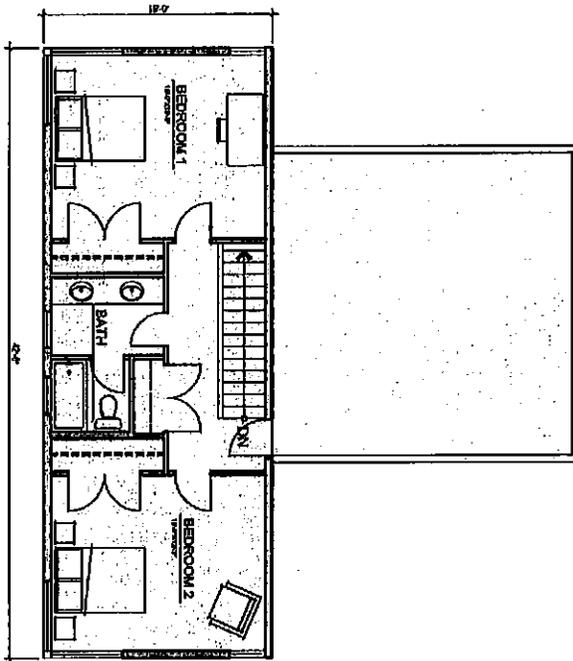
BASEMENT PLAN  
618 SF (UNFINISHED)



FIRST FLOOR PLAN  
1183 SF



SECOND FLOOR PLAN  
640 SF



SITE D

GREENHILLS  
JOHN SENHAUSER ARCHITECTS

1110 SAINT GREGORY ST. CINCINNATI, OHIO 45202-1724 P 513 381 1669 F 513 381 4504

JOB NUMBER: 16008  
DATE ISSUED: 08/12/16  
ISSUED SKETCH

D2