

RECORD OF PROCEEDINGS

VILLAGE OF PLYMOUTH REGULAR SESSION

Held October 27, 2020

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The Village of Plymouth convened in regular session on October 27, 2020, 2020 at 7:04pm via hybrid Teleconference(WEBEX) and in person and streamed live on facebook. Mayor Fryman called the meeting to order with the following members and visitors present:

Mrs. Susan Moore	Present	Mr. Matthew Patrick	Present
Mrs. Joan Felver	Present	Ms. Susan Broderick	Present
Mr. Dwayne Cassidy	Present	Mrs. Elaine Root	Present

EMPLOYEES: DiAnn Jamerson, Fiscal Officer; and Rebekah Fearing, Administrative Clerk; Tom Hintz, Police Chief; Tom Rusnyk, Village Administrator; and Richard Metzger, Fire Chief.

Visitors – None

Pledge Of Allegiance was said

Motion to approve minutes.

It was moved by Mrs. Root and seconded by Mr. Cassidy to approve the minutes of September 30 and October 13, 2020.

Motion carries 6-0

Motion 1

Motion to approve payment of bills

It was moved by Mr. Cassidy and seconded by Mrs. Moore to approve the payment of bills through November 30, 2020.

Motion carries 6-0

Motion 2

Public Input - None

Petitions, Proclamation and Remonstrances – Mayor Fryman read the Red Ribbon Proclamation

Committee Report

Finance

Mrs. Felver stated nothing to report

Service

Mr. Patrick stated everyone has the Administrators report and asked if there were any questions. None were heard.

Water

The fire hydrant at Brazilian St and Sandusky St. was replaced with a new Storz style hydrant. The OEPA has a new reporting requirement on water related data. I've been working with DiAnn and Debbie to satisfy this requirement. Water meter replacement continues. Routine samples were collected and sent to the lab. Meters were read.

Wastewater

More than 300 feet of storm lines were cleaned out on West Broadway. There are plans to install a few more catch basins in the area, as there is a span of over 600 feet of storm line without an inlet. Spare electrical components for the plant were ordered and received and are ready to be put into service when the need arises. Work was done on pumps and valves at two of our lift stations.

Electric

Several streetlights were replaced with new LED lights. Power was reconnected at the TNT Bar and Grill. Another service line was replaced on Sandusky St. Electrical inventory is getting low, so I'm soliciting quotes from our suppliers to stock up on wire and other hardware.

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Street/Other

The dump truck used for leaf collection was repaired just in time for leaf season. Collection has begun and will last for the next 6-8 weeks. Cemetery clean-up was done the week of the 15th. There was one burial at the cemetery on the 14th. A large limb fell at Pioneer Rest, damaging several headstones. As I write, the mess is being cleaned, with repairs to the affected stones soon to follow. Photo controls were removed from the lights at the park in preparation for Nightmare in the Park. They will be replaced on the 26th.

It was also stated the pit was completely repaired as of today.

Safety – Mr. Cassidy stated nothing to report at this time.

Rules and Village Administration – Mrs. Root stated there are two motions, and two ordinances to consider tonight. One of the ordinances is for a third and final reading.

Mrs. Root also reported the Rules Committee met and discussed a plan of action regarding policies and procedures for covid related issues.

Planning Commission – Nothing to report at this time.

Ordinances and Resolutions

Motion re: Navitas

It was moved by Mrs. Root and seconded by Mr. Cassidy to approve the settlement agreement with Navitas Corp.

Motion carries 6-0

Motion 3

Motion re: Transfer of deed and ownership

It was moved by Mrs. Moore and seconded by Ms. Broderick to accept the transfer of deed and ownership of 26 Trux Street/20 E. Main Street from the Richland County Land Reutilization Corporation.

Motion carries 6-0

Motion 4

Ordinance re: Regulations and permitting the operation of low speed vehicles

MAYOR FRYMAN READ THE THIRD AND FINAL READING ON AN ORDINANCE TO REGULATE AND PERMIT THE OPERATION OF LOW-SPEED AND UNDER-SPEED VEHICLES ON VILLAGE STREETS AND SIDEWALKS.

Mrs. Root clarified vehicles must be licensed by the State of Ohio.

It was moved by Mrs. Moore and seconded by Mrs. Root to accept on the third and final reading.

Votes were Mrs. Joan Felver, Aye; Mrs. Susan Moore, Aye; Ms. Susan Broderick, Aye; Mr. Matthew Patrick, Aye; Mr. Dwayne Cassidy, Aye; Mrs. Elaine Root, Aye

Motion carries 6-0

Ordinance

13– 2020

Ordinance re: Second round of small business grant

AN ORDINANCE AUTHORIZING THE USE OF VILLAGE OF PLYMOUTH CARES ACT FUNDS IN THE SECOND INSTALLMENT OF THE GRANT PROGRAM ADMINISTERED BY THE RICHLAND AREA CHAMBER & ECONOMIC DEVELOPMENT, AND DECLARING AN EMERGENCY.

It was moved by Mr. Cassidy and seconded by Ms. Broderick to suspend the rules.

Votes were Mrs. Joan Felver, Aye; Mrs. Susan Moore, Aye; Ms. Susan Broderick, Aye; Mr. Matthew Patrick, Aye; Mr. Dwayne Cassidy, Aye; Mrs. Elaine Root, Aye

Motion carries 6-0

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Discussion – Mayor Fryman stated this is to fund small business grants.

It was moved by Mr. Cassidy and seconded by Mrs. Root to accept on the third and final reading.

Votes were Mrs. Joan Felver, Aye; Mrs. Susan Moore, Aye; Ms. Susan Broderick, Aye; Mr. Matthew Patrick, Aye; Mr. Dwayne Cassidy, Aye; Mrs. Elaine Root, Aye

Motion carries 6-0

Ordinance

14 – 2020

Mr. Cassidy stated a recipient from the first round thanked council.

Contracts, Bonds or Bids - None

Old Business – Ms. Broderick stated she met with the Administrator last week regarding the grant and the budget. She has a meeting with the benefactor on Friday to review and go over the budget and grant. The check for the sealant and the pit have not been sent yet. She spoke to them today and told them to go ahead and send the check for both repairs and they are still waiting on the budget.

Discussion took place on the first grant. We do not receive any money until 45 days prior to the start of the project, at that time you receive a third (\$20,000) of the money, once the project is complete, you can receive the other \$ 40,000.00. There will also be reports to file along the way. She was contacted by Obhof's office to verify the second grant is still wanted and will be used for the Park.

New Business – None

Announcements:

Next Council meeting will be held November 10, 2020 at 7:00 pm. Trick or treat October 31, 2020 from 5:30 to 7:00pm.

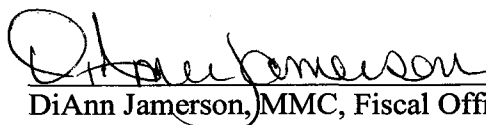
Motion to adjourn

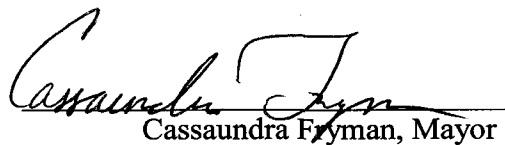
It was moved by Mr. Cassidy and seconded by Ms. Broderick to adjourn at 7:24PM.

Motion carries 6-0

Motion

5


DiAnn Jamerson, MMC, Fiscal Officer


Cassandra Fryman, Mayor

All formal actions of the Village of Plymouth concerning and relating to the adoption of resolutions and/or motions passed at this meeting were adopted in a meeting open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

BEFORE THE COUNCIL OF THE VILLAGE OF PLYMOUTH, OHIO

A MOTION TO APPROVE THE SETTLEMENT AGREEMENT
WITH NAVITAS CREDIT CORP.

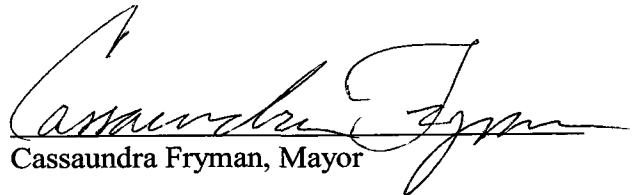
WHEREAS, Performance Telephone defaulted under the terms of its five (5) year contract,
and

WHEREAS, its default has caused the Village to reorganize to cover the costs for its
communications providers and to address their claims as a result of the Performance Telephone
default.

NOW, THEREFORE, BE IT MOVED BY THE COUNCIL OF THE VILLAGE OF
PLYMOUTH, COUNTY OF RICHLAND/HURON, STATE OF OHIO:

1. THAT the Settlement Agreement with Navitas Credit Corp. for \$21,500.00 as reviewed and approved by Council is approved and the Mayor is authorized to sign the Agreement.
2. THAT the Village Fiscal Officer is authorized and directed to make the timely payment required by the Settlement Agreement.

At the regular Council meeting of October 27, 2020, Mrs. Root
moved for adoption of the foregoing Motion, seconded by Mr. Cassidy, and
upon roll call vote the vote was 6 yea, 0 nay.


Cassandra Fryman, Mayor

ATTEST: DiAnn Jamerson
DiAnn Jamerson, Village Fiscal Officer

October 27, 2020
Date

BEFORE THE COUNCIL OF THE VILLAGE OF PLYMOUTH, OHIO

A MOTION TO ACCEPT THE TRANSFER OF DEED AND OWNERSHIP
OF 26 TRUX STREET/20 E. MAIN STREET FROM THE RICHLAND
COUNTY LAND REUTILIZATION CORPORATION.


WHEREAS, the Richland County Land Reutilization Corporation (Land Bank) recently
funded the emergency demolition of the multi-story building at 26 Trux Street/20 E. Main Street, and

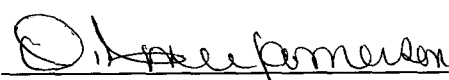
WHEREAS, the Land Bank has taken title to the property and is offering to transfer by deed
ownership to the Village.

NOW, THEREFORE, BE IT MOVED BY THE COUNCIL OF THE VILLAGE OF
PLYMOUTH, COUNTY OF RICHLAND/HURON, STATE OF OHIO:

THAT the Mayor is authorized and directed to enter into written agreement with the Richland
County Land Reutilization Corporation to accept the deed and ownership of 26 Trux Street/20
E. Main Street, PPN #035-56-168-14-000 as reviewed and approved by Council.

At the regular Council meeting of October 27, 2020, Mrs. Moore
moved for adoption of the foregoing Motion, seconded by Ms. Broderick,
and upon roll call vote the vote was 6 yea, 0 nay.


Cassandra Fryman, Mayor

ATTEST: 
DiAnn Jamerson, Village Fiscal Officer

October 27, 2020
Date

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 27 day of October 2020 by and between the Richland County Land Reutilization Corporation, an Ohio nonprofit community improvement corporation (the "Seller") organized under Chapter 1724 of the Ohio Revised Code, Village of Plymouth (the "Buyer"), hereby agrees to buy the property described below in paragraph

1. **Agreement of Purchase and Sale.** The Seller hereby agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller, for the price and on the terms and conditions set forth in this Agreement, the Seller's right, title and interest in and to certain real estate (the "Property"), Permanent Parcel: 035-56-168-14-000 Property Address: 26 Trux Street, Plymouth, Ohio
2. **Purchase Price.** The Purchase Price for the Property shall be One Hundred Dollars (\$100.00) plus recording fees coupled with a Deed Restriction to develop, maintain and preserve the property for Buyers non-profit uses for a minimum of five (5) years. **FIFTY PERCENT (50%) OF PURCHASE PRICE (DEPOSIT) IS DUE WHEN PURCHASE AGREEMENT IS SIGNED AND BALANCE DUE AT CLOSING. Buyer will forfeit deposit if Buyer does not close within 60 days from date Land Bank notifies Buyer that closing documents are ready for Buyer's signature.**
3. **Contingent.** This Agreement shall be contingent on Seller receiving all approvals and legal documents to complete the transaction required by ORC Chapters 1724, 5722d, 5723. Time shall be of the essence.
 - a. This Agreement shall be contingent on Seller receiving all approvals and legal documents to complete the transaction required by ORC Chapters 1724, 5722d, 5723. Time shall be of the essence.
4. **Title.** Seller shall convey Title to the Property by Quit Claim Deed, to Buyer free and clear of all liens and encumbrances except (a) restrictions, reservations, easements, covenants and conditions or record including the attached Seller's covenants; (b) zoning ordinances, if any; and (c) taxes and assessments, both general and special, not due and payable to date of closing.
5. **Closing.** Closing shall be completed at such time as the Seller can provide a marketable title including where applicable completion of demolition of structures in accordance with Federal, State and local laws.
 - a. Buyer Shall deliver to escrow, by the Closing date as provided above:
 - i. Consideration of One Hundred Dollars (\$100.00) plus recording fees coupled with a Deed Restriction to develop, maintain and preserve the property for Buyers non-profit uses for a minimum of five (5) years.
 - ii. Cash or Certified funds totaling in the amount of (\$100.00) plus recording fees.
 - iii. A properly executed copy of this Agreement.
 - iv. Cash or certified funds, in an amount specified by the escrow agent to cover the escrow expenses noted below in Paragraph (C).
 - b. Seller shall deliver to escrow;
 - i. A properly executed quit claim deed as described herein.
 - c. Buyer shall deliver to escrow;
 - i. Bank draft or certified check in amount specified by the escrow agent.
 - d. Seller and Buyer authorized the Escrow Agent to charge the Buyer as follows:
 - i. The cost on the Owner's Fee Policy of Title Insurance and a Title Guaranty should the Buyer elect to receive an Owner's Fee Policy of Title Insurance.
 - ii. The costs incident to filing any mortgage placed upon the property.
 - ii. The costs incident to the obtaining of financing, if any.
 - iii. The costs of surveys or inspections necessary for the Closing or inspection desired by Buyer as part of any of Buyer's due diligence inspections.
 - iv. The costs of filing the Deed.
 - v. Seller warrants there shall be no property taxes and assessments payable through the current tax year prior to closing. Buyer agrees to pay all future property taxes and assessments.
- e. **Surveys and Inspections.** Buyer shall be responsible for procuring and payment for any surveys or other property inspections including any environmental inspections, termite and infestation inspections, structural, mechanical and all other inspections required by Buyer or Buyer's lender for the Closing.
- f. **Condition of Property.** The Property shall be sold in its present "AS IS, WHERE IS" condition. The Buyer acknowledges, and Seller agrees to provide full opportunity to inspect the premises and procure an environmental report, and the opportunity for Buyer to conduct its own due diligence in inspecting and investigating the property and all its conditions, and reviewing the documentation, if any, provided by Seller and/or its representatives or agents. The Seller does not warrant or guaranty any aspect

of the Property. Buyer acknowledges and agrees Seller has made no express or implied warranties and representations of the Property.

- g. **Default; Remedies.** In the event Buyer fails to comply with or perform as required by this Agreement, resulting in the failure of this Agreement to close as specified in the foregoing Sections, then Buyer shall forfeit the deposit required at the time of signing this Agreement. In the event Seller fails to comply with or perform as required by this Agreement, resulting in the failure of this Agreement to close as specified in the foregoing Sections, then Buyer shall be entitled to a return said deposit.
- h. **Further Assurances.** Both parties shall execute or endorse and acknowledge and deliver all such notices, assignments, conveyances, transfer or other escrow documents as each party may, from time to time, deem reasonably necessary or advisable to assist in the Closing of this transaction in accordance with the terms of this Agreement.
- i. **Notices.** All notices given pursuant to this Agreement shall be communicated in writing, by facsimile or electronic mail, and shall be deemed given upon actual receipt. Notices shall be address as follows:

To Buyer: Village of Plymouth
48 West Broadway, Plymouth, Ohio 44865

To Seller: Richland County Land Reutilization Corporation
50 Park Avenue, Mansfield, Ohio 44902

[Signature]
RCRC, Seller

Bart Hamilton
Print Name and Title

[Signature]
Seller

Tony Vero - Board Member
Print Name and Title

10/08/2020
Date

[Signature]
Buyer

Cassandra Fryman
Print Name

Buyer

Print Name

10/27/2020
Date

This record was acknowledged before me on 10/27/20 by Cassandra Fryman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]

Notary Public



REBEKAH FEARING
Notary Public, State of Ohio
My Commission Expires June 9, 2024

Office of the Mayor

Proclamation

Whereas:

Local Government Proclamation for Red Ribbon Week

October 23rd – 31st, 2020

Whereas: Alcohol and other drug abuse in this nation has reached epidemic stages;

And,

Whereas It is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs;

And,

Whereas: The National Red Ribbon Campaign will be celebrated in every community in America during “Red Ribbon Week®”, October 23rd-31st;

And,

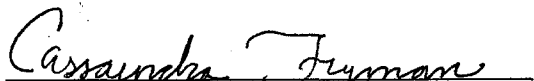
Whereas: Business, government, parents, law enforcement media, medical, religious institutions, schools, senior citizens, service organizations and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying Red Ribbons during this week-long campaign;

And,

Whereas: The Village of Plymouth further commits its resources to ensure the success of the Red Ribbon Campaign®;

Now Therefore Be It Resolved,

That the Village of Plymouth does hereby proclaim October 23rd-31st, 2020 as Red Ribbon Week® and encourages its citizens to participate in drug prevention education activities, making a visible statement that we are strongly committed to a drug-free state.


Mayor Cassandra Fryman