

**SUGARCREEK TOWNSHIP
RESOLUTION NO. 2023.06.05.05**

IN RE: Authorizing the Township Administrator to enter into a Purchase Agreement for the Sale of Township Real Property to be Combined with Current Property Pursuant to R.C. 505.10(A)(6)

WHEREAS, former Township Resident, Mr. James Martin, through his trust, directed that his property and contents located at 2465 Stewart Road, Sugarcreek Township, Greene County, Ohio be transferred to Sugarcreek Township; and,

WHEREAS, the property located at 2465 Stewart Road is identified on the Greene County Auditor's website as parcel numbers L32000200270002600 and L32000200270001200 totaling approximately 38.252 acres; and,

WHEREAS, pursuant to R.C. 505.10(A), when the Township has property that the Board of Trustees finds is not needed for public use, is obsolete, or is unfit for the use for which it was acquired, the Board may sell and convey that property or otherwise dispose of it in accordance with the parameters of the statute; and,

WHEREAS, pursuant to R.C. 505.10(A)(6), when the Township has title to real property and the Board of Township Trustees wishes to sell or otherwise transfer the property, the Board, upon a unanimous vote of its members and by resolution, may authorize the transfer and conveyance of that real property to any person upon whatever terms are agreed to between the Board and that person; and,

WHEREAS, the Board of Trustees wishes to enter into a purchase agreement with adjoining property owner, Tischer Farms I, LTD, for the sale of approximately 24.252 acres of the aforementioned property, to be more fully described by survey and subject to legal subdivision under Ohio law, at an agreed upon successful bid price of \$376,501.00, which must be combined with Tischer Farms I, LTD's current adjoining property within 60 days of the closing date, guaranteed by signature of affidavit prior to closing; and,

NOW THEREFORE, BE IT RESOLVED, that the Trustees do hereby find that the property located at 2465 Stewart Road, Sugarcreek Township, Greene County, Ohio is not needed for public use.

BE IT FURTHER RESOLVED, that the Trustees do hereby authorize the Township Administrator to enter into a purchase agreement with Tischer Farms I, LTD, in compliance with the conditions listed above and to take all necessary steps to close on the sale of the property and convey the deed to Tischer Farms I, LTD.

BE IT FURTHER RESOLVED, that the proceeds for the sale of the property shall be directed to the General Fund of Sugarcreek Township for the use of the Board of Trustees at their discretion within the limits of the law.

Carolyn L. Destefani
Carolyn Destefani, Chairperson

Fred Cramer
Fred Cramer, Vice-Chairperson

Marvin Moeller
Marvin Moeller, Trustee

Richard Demko
Richard Demko, Fiscal Officer

FIRST AMENDMENT

Memorandum Of Understanding

WHEREAS, Sugarcreek Township and the Bellbrook Sugarcreek School District entered into a three-year agreement (MOU) for the provision of school resource officer (SRO) services on or about March 9, 2023; and

WHEREAS, the parties to that MOU wish to amend its terms consistent with Article III(J) to incorporate additional SRO services, as follows:

V. Financial Agreement

Sugarcreek Township, acting on behalf of Sugarcreek Township Police Department, and the Bellbrook Sugarcreek Schools, collectively, agree to split equally the regular and overtime and costs of wages and fringe benefits of two SROs beginning in the 2023/2024 school year. At least one SRO will be available at the start of the school year, and a second SRO will begin as soon as practical thereafter. In consideration of the times the officers not providing services to the schools (see item VI) the Sugarcreek Township Police Department will pay the cost of the overtime.

VI. In accordance with Section V. of this SRO Memorandum of Understanding between the Bellbrook Sugarcreek School District and Sugarcreek Township, the Bellbrook Sugarcreek Schools agrees to split equally the regular and overtime and costs of wages and fringe benefits of two SROs beginning in the 2023/2024 school year. At least one SRO will be available at the start of the school year and a second SRO will begin as early as practical. The district will not be responsible for wages and benefits of a second SRO until the actual start date. In consideration of the times the officers not providing services directly to the schools (see item VIII) the Sugarcreek Township Police Department will pay the cost of the overtime.

VII. Sugarcreek Township agrees to provide the Bellbrook Sugarcreek School District an estimate of the per-SRO annual cost prior to the beginning of each school year with the express understanding that the costs for services may vary depending on the officer(s) utilized. The Bellbrook Sugarcreek School District agrees to make payments on these services on a quarterly basis. Sugarcreek Township agrees to invoice the Bellbrook Sugarcreek School District for services for the prior quarter on the following schedule:

Agreement in Full Force and Effect. Except as expressly modified herein, all terms and conditions of the underlying MOU shall remain unchanged and in full force and effect.

Signatures:

Barry Tiffany,
Sugar creek Township Administrator

Dr. Douglas Cozad
Bellbrook-Sugar creek Superintendent

Effective Date: _____