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Board of Trustees

4-21-2001

April 21, 2001 Meeting Minutes

Shawnee State University

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SHAWNEE STATE UNIVERSITY
Special Board Meeting Minutes
April 21, 2001
4:30 p.m., Selby Board Room, Clark Memorial Library

Meeting was called to order by the Chairman at 4:30 p.m.

1.0 Minutes and Certification of Compliance with RC 121.22(F)

The Chairman confirmed compliance with RC 121.22(F).

2.0 Roll Call

Members present:

Mr. George Clayton	Chairman
Dr. Burton Payne	Vice Chairman
Ms. Katherine Argeros	Member
Mr. Howard Harcha	Member
Mr. William McKinley	Member
Ms. Kay Reynolds	Member
Mr. Robert Teichman	Member

Members Absent:

Mr. George Davis	
Mr. Frank Waller	
Mr. Stephen Donohue	Board Secretary

Others present:

Mr. Terry Hapney	Director of Communications
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3.0 Approval of April 21, 2001 Agenda

Dr. Payne moved and Ms. Reynolds seconded a motion to approve the April 21,2001 Agenda.

Ayes: Ms. Argeros, Mr. Clayton, Mr. Harcha, Mr. McKinley, Dr. Payne,
Ms. Reynolds, Mr. Teichman

Nays: None

4.0 Executive Session

Dr. Payne moved and Mr. Teichman seconded a motion to move into Executive Session at 4:33 p.m. to consider the purchase of real estate for public (Shawnee State University) purposes.

Ayes: Ms. Argeros, Mr. Clayton, Mr. Harcha, Mr. McKinley, Dr. Payne,
Ms. Reynolds, Mr. Teichman

Nays: None

The Board returned to regular session at 4:45 p.m.

Ms. Reynolds stated that they had to raise room and board fees at the last meeting and they need to think about the future budget. She said she thought it was a mistake to purchase property.

Mr. Harcha said his vote was conditioned as the chair had stated to take existing President's home and sell it.

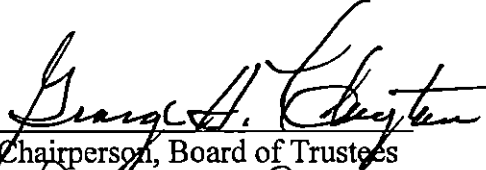
Mr. Clayton said we did not get a victory, we just purchased a quality home for the President.

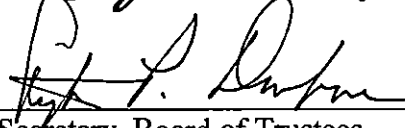
Mr. Clayton asked if there was a motion to make an offer to buy the real estate at 3060 Camelot Drive. Dr. Payne moved and Mr. Teichman seconded a motion to approve Resolution E6-01, Approval of Real Property Purchase Contract.

Ayes: Ms. Argeros, Mr. Clayton, Mr. Harcha, Mr. McKinley, Dr. Payne,
Mr. Teichman

Nays: Ms. Reynolds

Ms. Argeros moved and Mr. Harcha seconded a motion to adjourn the meeting. The meeting was adjourned at 4:55 p.m. by acclamation.


Chairperson, Board of Trustees


Secretary, Board of Trustees

RESOLUTION E6-01

APPROVAL OF REAL PROPERTY PURCHASE CONTRACT

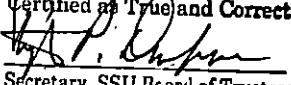
WHEREAS, the Chairman of the Board of Trustees has entered a contract for the purchase of a private residence for use as the University president's home; and

WHEREAS, the contract, a copy of which is appended hereto, was executed in furtherance of the Board's desire to upgrade the presidential home; and

WHEREAS, the terms of the contract have been reviewed by counsel and found to be legally sufficient;

THEREFORE BE IT RESOLVED, that the Board of Trustees of Shawnee State University hereby approves the attached contract as executed, and directs the University's administration to take those actions necessary to close the transaction with the owners as soon as practical.

(April 21, 2001)

Certified as True and Correct	
	8/6/01
Secretary, SSU Board of Trustees	Date

STATE OF OHIO
SHAWNEE STATE UNIVERSITY
940 SECOND STREET
PORTSMOUTH, OHIO 45662

REAL ESTATE CONTRACT

File No. SSU - 6-20-Res-01

This is a Real Estate Contract made and entered by and between Richard C. Rooney and Carole A. Rooney, hereinafter referred to as Seller, and the State of Ohio, acting by and through and SHAWNEE STATE UNIVERSITY hereinafter referred to as Purchaser. In accordance with Section 123.01 (A)(5) O.R.C., Seller agrees to sell to Purchaser the following described real estate, hereinafter referred to as the Property:

Situate in the City of Portsmouth, County of Scioto and State of Ohio.

Being the whole of lot No. 8 of the Kings Court Subdivision to the City of Portsmouth, as shown and designated on the duly recorded plat of said subdivision in Plat Book 6, Pages 77 and 78, Scioto County, Ohio, Record of Plats.

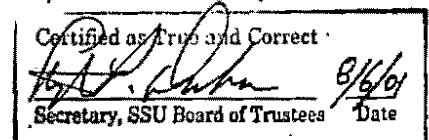
Parcel No. 33-2802

Generally known as 3060 Camelot Drive, Portsmouth, Ohio 45662.

1. ON THE FOLLOWING TERMS:

- a.) Seller agrees to sell and convey the Property to Purchaser in exchange and in consideration for the total purchase price of ~~THREE HUNDRED EIGHTY-FIVE THOUSAND~~ ~~dollars (\$385,000.00)~~. ~~444,000~~ *444,000.00 RR 4/11/01*
- b.) Purchaser will attempt to close as quickly as possible. Possession by Purchaser shall be no later than thirty (30) days after closing. *There shall be a 30 day notice of cancellation prior to closing*
- c.) Seller agrees to pay \$ _____ (3 % of purchase price) in real estate commissions to Ruthann Brush Realty, which acted as attorney-in-fact for seller on this purchase contract.
- d.) Subject to verification of the legal description. If necessary, Purchaser may require Seller to obtain a survey at Seller's expense.

This contract prepared by Shawnee State University Office of General Counsel, 940 Second Street, Portsmouth, Ohio 45662.



- e.) Subject to approval by the Board of Trustees, Shawnee State University.
- f.) Subject to release of necessary funds and approval by the State Controlling Board and by certification of available funds pursuant to Ohio Revised Code 126.07 and approval of the Board of Regents.
- g.) Subject to approval of deed and evidence of title by the Attorney General of Ohio.

2. INSPECTION:

~~Seller grants to Purchaser the right and permission, upon notice to Seller, to enter upon the premises to inspect, appraise and conduct surveys of the Property, to take borings, soil bearings and other tests to obtain an environmental survey and/or construction site suitability tests of the premises. Such tests or surveys shall be at Purchaser's expense and any damage to the Property shall be repaired by Purchaser. In the event that Purchaser elects to have such tests or surveys conducted, and if the results of said tests or surveys are unsatisfactory to Purchaser, then Purchaser may void this contract by giving written notice to Seller. Such decision to void this contract shall be made at the sole discretion of Purchaser and without further obligation to Seller.~~

All inspections have been completed RR

3. EVIDENCE OF TITLE:

An Attorney's Opinion or Certificate of Title determining marketability of title in accordance with the Title Standards approved by the Ohio State Bar Association. The Certificate or Opinion of Title shall certify, to the closing day, marketable title in fee simple, in the Seller, free and clear of all liens and encumbrances except as set forth therein.

If title to all or part of the Property is unmarketable, or is subject to liens, encumbrances, easements, conditions, restrictions or encroachments, Seller shall, within thirty (30) days after written notice thereof, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment. At closing, Seller shall sign an affidavit with respect to off-record title matters.

4. DEED:

Seller agrees to sell and convey, upon the fulfillment of all the obligations and terms of this Contract, by a good and sufficient deed of general warranty of title, to said Purchaser, its successors and assigns, the Property in fee simple together with all the appurtenances and hereditaments thereunto belonging and with all buildings and improvements now located thereon, all fixtures of every nature now attached to or used with said land, buildings, and improvements including, but not limited to, all heating, air conditioning, plumbing and attached electrical fixtures with bulbs or tubes, window shades, venetian blinds, curtain and traverse rods, awnings, storm and screen sashes and doors and shrubbery, trees, stove, oven, all ceiling paddle fans, and built-in bookcases or shelves.

This contract prepared by Shawnee State University Office of General Counsel, 940 Second Street, Portsmouth, Ohio 45662.

Certified as True and Correct	
<i>[Signature]</i>	3/6/01
Secretary, SSU Board of Trustees	Date

BHC

- a.) Seller further agrees to convey said Property as herein set forth, with full release of dower, as applicable, warranting the same free and clear from all liens and encumbrances whatsoever, except zoning restrictions and public utility easements of record.
- b.) Seller further agrees to assist wherever possible to procure, record and deliver to Purchaser releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying said premises, and all assessment claims against the Property.

5. DAMAGE, DESTRUCTION OR ALTERATION OF PROPERTY:

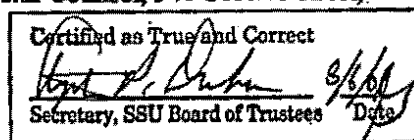
Seller also agrees not to change the existing character of the land, alter, remove, destroy or change any structure or structures located on the Property. In the event any damage, change, alteration or destruction occurs to said Property or the structure or structures thereon, resulting from any cause whatsoever, prior to the date possession is surrendered to Purchaser, Seller agrees to restore it to the condition as it was at the time of the execution of this Contract by Seller, or to accept the purchase price consideration, herein above stated, less the cost of such restoration or Purchaser shall have the right to demand that Seller assign to Purchaser any proceeds of insurance that may be payable in connection with a casualty loss. In case Seller refuses to restore it to the condition it was in at the time of the execution of this Contract by the Seller, or to accept the money consideration less the cost of such restoration or assign the insurance proceeds as herein above stated, the Purchaser may, at its option after discovery or notification of such destruction, removal, or injury, terminate this Contract by written notice to Seller. Seller agrees to maintain property insurance on the premises in the amount of not less than \$350,000 until transfer of possession to Purchaser. This paragraph survives the execution of the deed by Seller to Purchaser.

6. TAXES AND ASSESSMENTS:

It is understood and agreed that Seller is responsible for all delinquent taxes and assessments, including penalties and interest and all other real estate taxes and assessments which are a lien on the closing date. The current calendar year's taxes are to be prorated based on last year's taxes, to the date of acquisition of title or date of possession, whichever is the later date. Seller is also responsible for all installments of special assessments levied and assessed against the Property, whether these special assessments have or have not been certified to the county auditor for collection provided those assessments are a lien on said Property at the date of transfer. Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after such taxes, assessments, etc. are discharged, shall be refunded to Seller and any deficiency shall be the responsibility of Seller.

Seller warrants that no improvements or services (site or area) have been installed or furnished, or notification received from public authority of future improvements of which any part of the cost may be assessed against the Property.

This contract prepared by Shawnee State University Office of General Counsel, 940 Second Street, Portsmouth, Ohio 45662.



7. **POSSESSION:**

Physical possession of Seller occupied structures or the Seller occupied portion of said structure, as herein described, shall be surrendered to Purchaser in accordance with purchase price provisions. Physical possession may be surrendered earlier when agreed to by both parties in writing. Seller shall pay, through date of possession, all accrued utility charges, and any other charges that are or may become a lien.

8. **DURATION OF OFFER AND CLOSING:**

Prior to acceptance by Purchaser, the execution of this Contract by Seller shall constitute an offer to sell which shall continue for a period of ninety (90) days from the date of such execution. Upon acceptance of this Contract by Purchaser within said period, it should constitute a valid and binding Contract.

The sale shall be closed at a time and place to be agreed upon as being mutually convenient to the parties, provided however, that the sale in no event be closed at any time later than 2:00 p.m., July 10, 2001. In the event the parties fail to provide for a time and place of closing by mutual agreement as aforesaid, then the closing shall take place at Shawnee State University, 940 Second Street, Portsmouth, Ohio at 2:00 p.m., July 10, 2001. At the closing, Purchaser shall deliver to Seller the purchase price owing hereunder in cash or equivalent negotiable instrument, less any deductions authorized herein, and Seller shall deliver to Purchaser a good and sufficient warranty deed to the premises.

This Contract shall be binding upon Seller and Sellers heirs, executors, administrators, successors and assigns, and shall inure to the benefit of Purchaser, its successors and assigns.

WITNESSES:

Deborah Bush

Date: _____

Witnesses to Chairman,
Shawnee State University

[Signature]

Date: April 9 2001

SELLER: Richard [Signature]
By: 4/10/01 See changes in exhibit A
Exhibit B is part of contract

PURCHASER:
Shawnee State University

BY: George H. Clayton
George H. Clayton
Chairman, Board of Trustees
Shawnee State University

This contract prepared by Shawnee State University Office of General Counsel, 940 Second Street, Portsmouth, Ohio 45662.

Certified as True and Correct
[Signature] 8/6/01
Secretary, SSU Board of Trustees Date

Exhibit B

Dear Mr. Clayton,

As per our conversation earlier this week, I am willing to sell our house to Shawnee State University for \$412,000. This offer is good through Monday April 16, 2001.

As I related to you, I have retained Mr. Rick Martin to make repairs to the retaining wall of the far driveway and to the brick veneer on the back of the second garage as he thinks appropriate. His estimate is much lower than Mr. Stones. As you know I have complete and absolute trust in Mr. Martin's judgement.

This offer is our primary counter offer at this time. We are making a secondary counter offer to another bidding party. Our offer to you takes precedence until Tuesday April 17, 2001.

Display cabinets (attached) to be removed and seller to repair dry wall.

Yours truly,
Rick and Carole Rooney

Rick Rooney
Carole Rooney

4/17/01

1st Endorsement

This counter-offer expires at 12:00 noon on April 21, 2001.

George H. Clayton
George H. Clayton
Chairman, Board of Trustees *4-14-01*

Certified as True and Correct
[Signature] *8/6/01*
Secretary, SSU Board of Trustees Date