



AGENDA

Facilities & Services Committee

Monday

June 13, 2022

6:30 PM

| Village Hall | 21 W. Washington Street | Chagrin Falls, OH |

This is a public meeting and all are welcome to attend.

In-person meetings are held in council chambers at Village Hall.

Committee Members: Angie DeBernardo, Brian Drum, Andrew Rockey

Agenda Items

1. Ordinance 2022-32 – Milstein Donation of Bank Building
-

ORDINANCE 2022-32
INTRODUCED BY: DEBERNARDO

4402

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
DONATION AGREEMENT WITH MARK MILSTEIN,
TRUSTEE, AND DECLARING AN EMERGENCY**

WHEREAS, the Village desires to enter into a donation agreement with Mark Milstein, Trustee (“Milstein”) whereby Milstein will donate the building located at the rear of 35 Hall Street, Parcel Number 932-05-40 (“Property”) which building used to be operated as a bank and was determined by Perspectus Historic Architecture, historic consultant for the Village of Chagrin Falls, that the structure is a Chagrin Falls Savings & Company building that was located at or around 22 North Main Street to the north of the Yours Truly Restaurant on North Main Street, which building was constructed in 1921 and open for business on July 30, 1921 and was thereafter moved around 1934 and now resides at the Property, and which building was deemed to be a historically significant Property based on a Perspectus report dated September 13, 2018 (“Bank Building”);

WHEREAS, the Village has requested that Milstein donate the Bank Building to the Village to be used as an office at the cemetery located on South Franklin Street (“Cemetery”) and Milstein has agreed to make the Bank Building available to be relocated to the Cemetery upon demolition of the main house at the Property.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE
OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

Section 1. The Mayor is directed to enter into the Donation Agreement (“Agreement”) attached hereto and made a part hereof of as **EXHIBIT “A”** upon the terms and conditions contained therein, and hereby authorizes the Mayor to execute any and all documents necessary to receive the donation from Milstein upon the terms and conditions described in the Agreement.

Section 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

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Section 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the Village and for the further reason that this Ordinance is necessary to be adopted as an emergency in order to move the Bank Building to the cemetery during the time period after the main house at the Property is demolished and before construction of a new home commences, which construction has been approved by all Village Boards and Commissions, wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force after the earliest period allowed by law.

PASSED: _____, 2022

Erinn Grube, Council President

Submitted to the Mayor for
his approval on this

_____ day of _____, 2022

Approved by the Mayor

_____, 2022

Mayor William Tomko

I hereby certify that Ordinance No. 2022-32 was duly enacted on the 13th day of June, 2022, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

David Bloom, Clerk of Council

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EXHIBIT "A"

DONATION AGREEMENT

This Donation Agreement (this "Agreement") is made as of the ____ day of _____, 2022 by Mark Milstein, Trustee ("Milstein") and the Village of Chagrin Falls (the "Village").

RECITALS

1. The Village has requested that Milstein donate the Chagrin Falls Savings & Company building ("Bank Building") located in the rear of the premises of 35 Hall Street, known as Parcel Number 932-05-040 ("Property") to the Village in order to preserve the Bank Building which has been deemed to be a historically significant building by Perspectus Historic Architecture, the historic architect consultant for the Village, pursuant to a report dated September 13, 2018.
2. The Village intends to remove the Bank Building from the Property and relocate it to the Village cemetery on South Franklin Street ("Cemetery") and Milstein has generously offered to donate the Bank Building to the Village and to donate the sum of Ten Thousand Dollars (\$10,000.00) to defray a portion of the Village's cost to move and relocate the Bank Building to the Cemetery ("Relocation"), all as more specifically addressed in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed upon between Milstein and the Village as follows:

1. Donation. Milstein shall donate to the Village (a) the Bank Building ("Building Donation") and (b) the sum of Ten Thousand Dollars (\$10,000.00) ("Monetary Donation"). Milstein and the Village agree that the appraised value of the Bank Building and the agreed upon amount of the Building Donation is One Hundred and One Thousand Two Hundred Five Dollars (\$101,205). The Monetary Donation will be made to the Village upon completion of demolition ("Demolition") of the main home at the Property as provided in Section 3.
2. Expenses of Bank Building Relocation. Milstein shall have no obligation to pay any sum to the Village other than the Cash Donation and the Village shall pay all costs related to the Relocation. The Village, upon removal of the Bank Building, shall not be obligated to restore the Property and it shall be the responsibility of Milstein to maintain and grade the portion of the Property where the Bank Building was located, in accordance with all applicable governmental laws, ordinances, regulations and orders. However, the Village agrees that in the event that it causes any damage to any improvements located on the Property, resulting from the Relocation, it shall reimburse Milstein, after receipt of documentary evidence of the required repair and /or replacement cost, subject to the Village Mayor's approval of the amount of the payment, for the reasonable cost of such repair or

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replacement of any damaged or destroyed improvements on the Property, which obligation shall survive the termination of this Agreement.

3. Demolition. Milstein will complete the Demolition within sixty (60) days after the satisfaction of the conditions in Section 4(b) below. Milstein shall give written notice to the Village when the Demolition has been completed. The Village shall have ninety (90) days thereafter, to remove the Bank Building from the Property and complete the Relocation (“Outside Relocation Date”). If the Village does not complete the Relocation by the Outside Relocation Date, and such failure continues for more than thirty (30) days after written notice from Milstein to the Village, then Milstein shall have the right, upon notice to the Village given prior to the date the Village advises Milstein that the Relocation has been completed, to seek approval from the Village Architectural Review Board, which shall be supported by the Village Administration, to demolish the Bank Building at Milstein’s sole cost and expense, in which event (a) Milstein shall not be required to make the Building Donation and (b) the Village shall return/refund to Milstein, within thirty (30) days after request, an amount equal to the Cash Donation (or if Milstein shall not have previously made the Cash Donation, then Milstein shall not be required to make the Cash Donation). If the Architectural Review Board does not approve demolition, Milstein may appeal to the Village Board of Zoning Appeals and the Village will support such appeal.
4. Conditions to Donation. The obligation of Milstein to make the Building Donation and the Monetary Donation as provided in this Agreement shall be subject to the following conditions:
 - (a) The Village authorizes the Mayor to enter into this Agreement and the Village enters into a contract (“Relocation Contract”) with a third party (“Contractor”) to remove the Bank Building from the Property and the Relocation Contract requires the Contractor to (i) obtain a liability insurance policy with coverages acceptable to the Village and naming Milstein as an additional insured and (ii) indemnify, defend and save the Village and Milstein harmless from and against any liabilities, losses, damages, costs and expenses (including reasonable attorney fees) resulting from any act or omission of the Contractor or its subcontractors or their respective agents and employees.
 - (b) Milstein receives from the Village (i) evidence that the Village has authorized this Agreement, (ii) a copy of the fully executed Construction Contract and (iii) a copy of an insurance certificate relating to the Contractor’s insurance coverage under the Relocation Contract and naming Milstein as an additional insured.
5. Miscellaneous. This Agreement may be modified only by a written instrument executed by both Milstein and the Village and constitutes the entire Agreement of Milstein and the Village with respect to the subject matter of this Agreement and

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supersedes all prior agreements, understandings, or representations relating to the subject matter of this Agreement. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

6. Notices. Notices relating to this Agreement shall be sent by overnight mail or personal delivery provided a receipt is obtained or by email. Notices are effective upon receipt. Signed copies of this Agreement exchanged electronically are binding upon the parties. Notices to Milstein shall be sent to 4477 Renaissance Parkway, Warrensville Heights, OH 44128 [email: mlm@adambuilding.net]. Notices to the Village shall be sent to Village of Chagrin Falls, 21 West Washington Street, Chagrin Falls, OH 44022, Attention: Robert Jamieson, Chief Administrative officer [email: rjamieson@chagrin-falls.org].
7. Extension of Commencement Date of Construction of New Home on the Property. The parties acknowledge that (a) Milstein intends to construct a new home (“New Home”) at the Property and (b) the time period for Milstein to start construction of the New Home is extended until the later of the date that (i) the Relocation is completed or (ii) Milstein completes the demolition of the Bank Building under Section 3.

IN WITNESS WHEREOF, Milstein and the Village of Chagrin Falls have signed this Agreement as of the date stated on the first page of this Agreement.

By: _____
Mark Milstein, Trustee

VILLAGE OF CHAGRIN FALLS

By: _____
William Tomko

Its: Mayor _____