

EMERGENCY RESOLUTION NO. 51-2016

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF MONROE AND JERRY A. COUCH FOR THE PURPOSE OF WORKING TOWARD THE POTENTIAL ACQUISITION OF REAL PROPERTY AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to authorize the execution of a Memorandum of Understanding to work towards the acquisition of real property for public purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MONROE, STATE OF OHIO, THAT:

SECTION 1: The City Manager is hereby authorized to enter into a Memorandum of Understanding by and between the City of Monroe and Jerry A. Couch for the purpose of working toward the potential acquisition of real property pursuant to the terms and conditions set forth on Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and further for the reason that Council desires to move toward the potential acquisition of certain real property that will benefit the Monroe community. Therefore, this measure shall take effect and be in full force from and after its passage.

PASSED: November 8, 2016

ATTEST:

APPROVED:



Clerk of Council



Mayor

This legislation was enacted in an open meeting pursuant to the terms and provisions of the Ohio Public Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of Monroe, Ohio, hereby certify the foregoing (ordinance or resolution) was published as required by Section 7.16 of the Charter of the City of Monroe.



Clerk of Council
City of Monroe, Ohio

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") by and between the City of Monroe (the "City"), a political subdivision of the State of Ohio, and Jerry A. Couch ("Mr. Couch"), owner of properties within the City of Monroe formerly known as the Americana Amusement Park, Fantasy Farm, and Couch's Campers, shall be effective as of November ____, 2016. This document is understood to be an expression of the intent of the Parties to attempt in good faith to negotiate and reach binding agreements on the matters discussed herein.

The Parties agree to pursue good faith discussions and negotiations to draft and execute such documents as may be necessary to finalize their mutual agreements to the following:

1. Mr. Couch shall donate or similarly transfer title to approximately 50 acres between the railroad tracks and the Great Miami River ("the Property") substantially similar to the acreage shown on Exhibit A. This land includes the former Americana Amusement Park and smaller undeveloped parcels currently owned by Mr. Couch to the north of the park. At this time, the City does not intend to secure ownership of the former Couch's Campers or Fantasy Farm sites (collectively referred to as the "Front Acreage").

The Property referenced by this MOU includes, but is not limited to, the following Butler County Parcel Numbers:

<u>Parcel Number</u>	<u>Acreage</u>
C1800012000040	3.15
C1800 012000054	3.59
C1800012000034	4.69
C1800012000035	8.1
C1800016100004	4.26
C1800016100005	27.08

The Front Acreage referenced by this MOU includes, but is not limited to, the following Butler County Parcel Numbers:

<u>Parcel Number</u>	<u>Acreage</u>
C1800016100001	15.95

2. Mr. Couch shall provide the City with a perpetual access easement across the Front Acreage from the traffic light at SR 4 to the Property. The approximate boundaries and measurements of this easement are illustrated on Exhibit A. The City will make such improvements as are necessary to dedicate the access as a public road.
3. Mr. Couch shall provide the City with a perpetual parking easement within the Front Acreage. The parking easement shall accommodate parking for at least 200 cars and

related zoning requirements such as standard aisle widths, parking stall sizes, and landscaping islands/buffers as appropriate. The parking easement shall be substantially similar to the proposed easements shown on Exhibit A.

4. Mr. Couch shall provide the City with a signage easement along SR 4 for the purposes of a single multi-tenant sign. This easement shall be of a sufficient size to accommodate a new sign of the same dimensions as the current subdivision sign or a relocation of the existing sign. The easement shall be to the north or south of the access drive as determined by the City and Mr. Couch and as represented on Exhibit A. It is the intent of both the City and Mr. Couch that signage for all future development on the Front Acreage be combined and limited to the single multi-tenant sign referenced in this Section.

5. The City shall provide Mr. Couch with a right to construct a pipeline on the northern parcel as approximately illustrated on Exhibit B for five (5) years from the date of the property sale. In the event that Mr. Couch wishes to terminate the pipeline easement early and he has not received any revenue or entered into any negotiations for the easement with a third party, Mr. Couch may request that the City pay him \$30,000 and terminate the easement agreement.

Dated this ____ day of November, 2016.

CITY OF MONROE

BY:

William J. Brock, City Manager

JERRY A. COUCH

Jerry A. Couch