

INVITATION TO BID

**SALE OF REAL PROPERTY
OLD COUNTY JAIL
20 W. CENTRAL AVE.
DELAWARE, OH 43015**

CONTRACTING AUTHORITY:

DELAWARE COUNTY BOARD OF COMMISSIONERS

JEFF BENTON

BARB LEWIS

GARY MERRELL

101 North Sandusky Street
Delaware, Ohio 43015
Phone: (740) 833-2100

LEGAL NOTICE
SALE OF REAL PROPERTY OWNED BY
THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO
The Old Jail, 20 W. Central Ave.
Delaware, OH 43015

Parties interested in purchasing real property owned by the Delaware County Board of Commissioners (the "Board") may submit a sealed bid to the Board, at 101 North Sandusky Street, Delaware, Ohio 43015 until **2:00pm** on **August 24, 2018** for the purchase of a portion of the real property located at 20 W. Central Ave., Delaware, OH 43015 (the "Property").

The Property is the 1878 Jail and Sheriff's residence on a lot of approximately 0.45 acre, including approximately nineteen (19) parking spaces located west and north of the building. Additional parking is available on adjacent public lots during evenings and weekends. No survey or legal description has been performed. Bid blanks may be obtained from the Board at its offices located at 101 North Sandusky Street, Delaware, Ohio 43015 during normal business hours, or from the County's website at www.co.delaware.oh.us under the heading "Public Notices and Bids."

Any and all inspections must take place prior to bidding. The Property is being sold "as is, where is." The Property will be open for viewing by appointment only during normal business hours by contacting the Delaware County Facilities Management Office at (740) 833-2280 or by email jmelvin@co.delaware.oh.us. The Board has established a minimum bid amount of \$100,000.

The parcel will be sold to the highest responsible bidder. Should the transaction fail for any reason the next highest responsible bidder may be awarded the sale. All bidders are required to submit with their bid a certified check or money order in the amount of \$1,000, payable to the Board, as an earnest money deposit. The bids must be held open for a period not longer than sixty (60) days after bid opening and the award may take place at any time after bid opening. All earnest money submitted with the bid, not kept upon award of the sale, will be returned after the sixty (60) day period has elapsed. Upon award of the bid, earnest money of the winning bidder is subject to being forfeit for failure to complete the sale. All bids must be cash transactions and may not be conditioned on financing. Each bid must contain the full legal name of the person(s) bidding on the parcel, including the principal owners if operating as a legal entity with a different name, and a contact person with a telephone number in the space provided above.

At the time and date written above, the bids will be opened and read aloud and shall be considered firm offers to purchase. A final purchase contract will be negotiated with the highest responsible bidder according to the discretion of the Board in the best interests of the Board and Delaware County. The Board reserves the right to reject any and all bids and to waive any irregularities or informalities.

Delaware County Board of Commissioners

<End of Advertisement>

*REQUIRES FOUR PUBLICATIONS, OR PUBLICATION AS REQUIRED IN R.C. 7.16

BID BLANK

I, _____, personally or as authorized representative for and on behalf of the entity named below, submit this bid and hereby offer to purchase the portion of real property located at 20 W. Central Ave, Delaware, Ohio 43015, known as the Old Jail, and make a firm offer in the following amount:

\$ _____.

This offer shall remain open without modification for a minimum period of sixty (60) days from the date of bid opening. I further understand that the Board's Representative will negotiate with the highest responsible bidder as determined by the Board in its sole discretion.

Name

Company/Title (if applicable)

Signature

Date

Address

Telephone

City, State Zip

Submit bid to:

Delaware County Board of Commissioners
Attn: Jon Melvin, Director of Facilities
101 North Sandusky Street
Delaware, OH 43015

INSTRUCTIONS TO BIDDERS

1. **Description of Property:** The property to be sold is located at 20 West Central Avenue, Delaware, Ohio 43015 and consists of the 1878 Jail and Sheriff's residence on a lot of approximately 0.45 acre, including approximately nineteen (19) parking spaces located west and north of the building (the "Property"). Additional parking is available on adjacent public lots during evenings and weekends. No survey or legal description has been performed as of the issuance of this ITB. If a bid is accepted, a survey will be conducted and a legal description prepared in accordance with the general description set forth herein. The successful bidder will bear the expense of the survey and legal description.

2. **Receipt and Opening of Bids:** Bids will be received by the Delaware County Board of Commissioners (the "Board") until **2:00 pm on Friday, August 24, 2018**, at which time they shall be publicly received, opened, and read aloud. The Board may consider non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

3. **Contents of Bid:** Each bid must be submitted in a sealed, opaque envelope clearly marked as "BID FOR OLD JAIL, 20 W. CENTRAL AVE." The bid shall include a fully completed Bid Blank, bid security/earnest money deposit, and additional documents as required in these Instructions to Bidders. Failure to submit all required bid items may result in the bid being deemed non-responsive.

4. **Bid Security/Earnest Money Deposit:** Each bid shall be accompanied by bid security/earnest money deposit in the form of a certified check or money order in the amount of One Thousand Dollars (\$1,000) payable to the Board. The deposit will be applied to the purchase price of the successful bidder, and any other deposits shall be returned promptly after the Board and the successful bidder have executed a final purchase contract, or, if no award has been made within sixty (60) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.

5. **Forfeiture for Failure to Enter into Contract:** The successful bidder, upon failure or refusal to execute and deliver the contract within ten (10) days after receiving notice of award shall forfeit to the Board the security deposited with the bid.

6. **Bidder Questions:** At the time of the opening of bids each bidder will be presumed to have inspected the Property, and the title thereto, and to have received answers to all questions regarding the Property. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to a submitted bid. All questions prior to bid award and all correspondence post-bid shall only be directed to Jon Melvin, Director of Facilities, at (740) 833-2280 or by email jmelvin@co.delaware.oh.us.

7. **Condition of Property:** The Property is being sold “as is, where is,” but the sale shall not include any personal property not affixed to the Property. Each bidder may schedule inspections of the Property prior to bidding and shall judge for himself/herself all the circumstances affecting the Property, assuming all patent and latent conditions or defects in connection therewith.

8. **Addenda:** Bidders may submit questions as set forth in Section 6. No official response will be made to any bidder orally. Questions must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all responses and supplemental instructions will be in the form of written addenda to this Invitation to Bid not less than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

9. **Signature of Bidders:** The firm, corporate or individual name of the bidder must be completed in the Bid Blank. In the case of a corporation or limited liability company, the title of the officer signing must be stated and such officer must be thereunto duly authorized. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term “member of the firm.” In the case of an individual, use the terms “doing business as,” or “sole owner.” The bidder shall further disclose the name and address of each person or corporation interested therein.

10. **Notice of Special Conditions:** Bidder is particularly notified of the following special conditions of sale, which shall be considered in determining “responsibility” of bidders:

- a. The bidder acknowledges that the Property is a listed historical building and a historical landmark;
- b. The bidder shall include with its bid a narrative summary for the bidder’s planned use of the Property, including, but not limited to any proposed renovation, rehabilitation, or remodeling;
- c. The bidder acknowledges that preference will be given to bids that propose renovation and rehabilitation of the Property in accordance with applicable laws, rules, and regulations;
- d. The bidder shall include with its bid a minimum of three (3) references supporting the bidder’s experience in, or ability to, own, renovate, rehabilitate, or remodel historical structures;
- e. The bidder shall include with its bid the names and contact information for all consultants or contractors retained, or to be retained, for the purpose of evaluating, renovating, rehabilitating, or remodeling the Property;
- f. The bidder shall submit a business plan and economic impact statement demonstrating the feasibility of the planned use of the Property, financial ability to complete and appropriately maintain improvements to the Property, the jobs that will be created both temporary and permanent, the tax revenue to be generated, and any economic development assistance to be sought;
- g. The bidder, by submitting a bid, certifies and covenants that it shall comply with all requirements of 36 C.F.R. 67.7 (Standards for Rehabilitation) and Delaware City Code Chapter 1190 (Historic District Overlay) as currently enacted and as either may be

amended and that compliance therewith shall be a restrictive covenant that shall run with the land;

- h. The Board has a conditional reversionary interest in the Property in the event of non-compliance with the requirements stated in Section 10(g) hereof that is not remedied within ninety (90) days or in the event that the Property is determined by the Delaware City Historical Preservation Commission to be in a state of imminent risk of deterioration that is not remedied within ninety (90) days; and
- i. The Property shall automatically revert to the Board immediately upon any application for a permit to demolish the structure.

11. Signing Bid – Agreement to Terms of Attached Sample Contract: By signing this bid, Bidder acknowledges reading these Instructions, and all documents referenced herein, and agrees thereto without modification, unless the Board agrees to such modifications in writing. Modifications of any documents attached or referenced herein shall not be made a condition of signing the final contract, and failure to sign the contract within the time allotted shall subject the bidder to forfeiture of the bid security.

**Old County Jail
20 W Central Ave.**

Common Maintenance Information

Utilities

The total cost for utilities in 2017:

AEP (OHIO)	\$ 3,588.55
City of Delaware (water/sewer)	\$ 374.42
Columbia Gas	\$ 5,419.59
Total:	\$ 9,382.56

Utilities cost year to date for 2018:

AEP (OHIO)	\$ 1,258.80
City of Delaware (water/sewer)	\$ 189.42
Columbia Gas	\$ 3,052.26
Total:	\$ 4,500.48

Building Maintenance Improvements

A new Triad steam boiler was installed in the fall of 2017.

Repairs to the front steps foundation and front porch were completed in 2012.

The roof was replaced in 2009 after the wind storm in 2008. Work on the flat roofs was completed in 2006.

Hazardous Materials

The building has not been completely abated of asbestos. Various areas have been done in conjunction with work being performed (e.g., areas of plaster and pipe insulation were removed during a boiler project in 2006). Samples were taken of cement board shingles in 2002. The roof was later replaced in 2009. Due to the age of the building, lead paint may be present under layers of paint, but the County has no specific knowledge of lead paint in the building.

SAMPLE CONTRACT

The undersigned Buyers (hereby referred to as "Buyer", whether one or more) hereby offers to purchase from the Delaware County Board of Commissioners (hereafter referred to as "Seller"), all of Seller's rights, title and interest in certain real property which is situated in the City of Delaware, County of Delaware, State of Ohio, and known as 20 W. Central Ave., Delaware, OH 43015, being further described in Exhibit A, attached hereto and fully incorporated herein (hereinafter referred to as the "Property") upon the terms and conditions herein set forth.

1. PURCHASE PRICE: The purchase price of said Property shall be the sum of \$ _____ which shall be payable as follows:

A. Earnest Money. An earnest money deposit of \$1,000.00 has been paid to the Seller by Buyer to be applied against the Purchase Price. Seller acknowledges receipt of said sum upon the execution of this agreement.

B. Balance. The balance of the purchase price is to be deposited in escrow as provided in paragraph 7.

2. PERSONAL PROPERTY. The sale and purchase does not include any personal property not affixed to the Property.

3. FINANCING: This transaction is a cash transaction and is not to be conditioned on Buyer's obtaining mortgage loan approval from a lending institution.

4. CONDITION OF THE PROPERTY.

A. AS IS. BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE PROPERTY IN ITS "AS IS" CONDITION, ORDINARY WEAR AND TEAR TO THE DATE OF POSSESSION EXCEPTED, AND THAT SELLER HAS NOT MADE AND IS NOT MAKING ANY FURTHER WARRANTIES WHATSOEVER AS TO THE QUALITY OR CONDITION OF THE PROPERTY. BUYER ACKNOWLEDGES THAT SELLER HAS AFFORDED BUYER EVERY OPPORTUNITY TO INSPECT THE PROPERTY AND THE CONDITION THEREOF.

B. INSPECTIONS. Buyer is responsible for obtaining and paying for any and all inspections of any kind or nature whatsoever for the Property. All inspections were to be completed on the subject property prior to bidding by the Buyer or his representative. Physical or other similar defects of any kind, with the Property including but not limited to the land, water table, or soil are deemed to be waived by the Buyer upon bidding for all purposes.

5. DAMAGE: If any damage is caused to the Property prior to the date of title transfer, Seller and Buyer shall promptly notify the other of such damage and of the amount of insurance proceeds payable. Buyer shall have the option, to be exercised by notice to Seller not later than seven (7) days after notice of said damage to: (a) proceed with the sale, or (b) terminate this Agreement and recover all funds paid by Buyer hereunder. The failure of Buyer timely to exercise its option after giving or receiving notice shall be deemed an election to complete the purchase, and the earnest money will be forfeit if the sale does not proceed.

6. TITLE:

A. Deed. Seller shall furnish a quitclaim deed conveying title to the Property to Buyer, subject at the time of title transfer to: (a) pro-rated property taxes due, if any; (b) zoning ordinances and other similar regulatory legislation; (c) the easements, restrictions, reservations, conditions and limitations of record.

B. Title Insurance. Buyer may, at its sole expense, secure an Owner's Policy of Title Insurance (ALTA Form B) at the time of title transfer insuring marketable title in the Buyer free and clear of all title defects, encumbrances, reservations and exceptions whatsoever, except: (a) the liens and encumbrances described in Paragraph 6(A) hereof, and (b) any liens or encumbrances arising through or under Buyer or Buyer's nominee. Seller warrants that there are no taxes currently due as the property is tax currently exempt. Seller warrants that there are no current mechanic's liens.

C. Cure of Title Defects, Encumbrances, Reservations and Exceptions. Seller shall have 30 days after receipt of notice of any defect in title to remove said defect(s) and to provide Buyer with evidence thereof. If Seller is unable to remove said defect(s) within such 30 day period, then Buyer may either: (1) accept title to the Property subject to said defect(s) without any reduction in the total purchase price, or (2) terminate this Agreement by written notice to Seller and thereupon have returned all items and funds theretofore paid or deposited hereunder, with Buyer and Seller responsible for their own respective costs without through the date of termination without liability to the other party.

7. ESCROW PROCEDURE: On or before _____, Seller shall deposit the deed in escrow with the Escrow Agent agreed upon by the parties. The Buyer shall deposit the balance of the purchase price in escrow no later than _____. Buyer and Seller shall also deposit in escrow any funds and documents required by the escrow agent in order to complete the transaction contemplated by this offer. The escrow agent shall complete the transaction in accordance with the contract resulting for Seller's acceptance of this offer as promptly as possible after all funds and documents necessary to the completion of this transaction have been deposited in escrow. Otherwise the escrow shall be subject to the standard conditions and acceptance of escrow responsibility imposed by the escrow agent without further approval by Buyer or Seller, except to the extent that such conditions are inconsistent with the provisions of this offer.

8. TITLE TRANSFER, OCCUPANCY AND POSSESSION.

A. Title Transfer. Title shall transfer to Buyer by the recording of the deed after tender of payment of the purchase price to Seller, unless such date is changed by agreement of Buyer and Seller.

B. Seller Vacation. Buyer acknowledges that the Property is currently occupied by the Delaware County Law Library and the Fifth District Court of Appeals. Buyer and Seller agree that occupancy and possession of the Property by Buyer shall not occur until such time as the occupants have vacated the Property and removed all personal property. Vacation is expected to occur no later than _____.

C. Care and Maintenance of Property upon Occupancy and Possession. Seller shall deliver occupancy and possession of the Property to Buyer at any time after signature and execution of this agreement, but in no event sooner than Seller vacating the Property pursuant to Paragraph 8(B) hereof. Buyer shall be responsible for all upkeep of the Property upon deliverance of possession.

9. PRORATIONS, CHARGES AND CREDITS:

A. Charges Against Seller. Seller shall be charged with the following costs, to be deducted by the Escrow Agent from funds due Seller: (1) if any, the costs of satisfying any taxes, assessments, liens or encumbrances required to be discharged by this Agreement; (2) the amount of any prorations due Buyer under this Agreement; and (3) one-half (1/2) of the escrow fee.

B. Charges Against Buyer. Buyer shall be charged with the following costs to be deducted by the Escrow Agent from funds due Buyer, if any, or to be paid by Buyer prior to transfer of title: (1) the cost of the Location Service, Survey, and Legal Description; (2) the cost of the special tax search and title search; (3) the cost of an Owner's Policy of Title Insurance; (4) the conveyance fees and/or transfer taxes and any costs incidental to filing the Deed and any mortgage(s) placed upon the Property; (5) the costs incident to the obtaining of financing, if any; (6) the cost of any inspections; and (7) one-half (1/2) of the escrow fee.

C. Other Charges. Taxes and assessments, both general and special, shall be prorated by the Escrow Agent as of the date of title transfer based on the last available tax duplicate. Seller shall pay outside escrow all utility charges as to the date of transfer of title, or the date Seller vacates the Property, whichever date is first.

10. INCORPORATION; ENTIRE AGREEMENT. The Invitation to Bid ("ITB") for the Sale of the Property is, by this reference, fully incorporated herein. This Agreement, together with the ITB, constitutes the entire agreement between the parties. The representations, warranties and agreements in this Agreement shall survive the transfer of title. There are no other conditions, representations, warranties or agreements, expressed or implied.

11. PARTIES BOUND AND BENEFITTED. The agreement resulting from the acceptance of this offer shall bind and benefit the parties hereto and their respective heirs, personal representatives, successors and assigns.

<SIGNATURES>