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RESOLUTION NO. 2026-57

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF WELLSTON, OHIO, TO NEGOTIATE AND ENTER INTO AN AGREEMENT WITH THE COALTON VOLUNTEER FIREMEN, INC. FOR PURCHASE OF ASSETS AND DECLARING AN EMERGENCY.

WHEREAS, the Coalton Volunteer Firemen Association, Inc. intends to sell its assets including vehicles, equipment and certain real property; and

WHEREAS, the parties have reached an agreement in theory; a copy of the terms is contained in Exhibit "A" attached hereto, and which is subject to approval of this Council; and

WHEREAS, the items offered for sale as a group of items cannot be purchased from another source at the price offered; and

WHEREAS, the Coalton Volunteer Firemen Association, Inc. is a qualified Private Fire Company as defined by RC section 9.60 and the purchase of the assets is not subject to the requirements of competitive bidding pursuant to RC section 125.04; and

WHEREAS, this purchase is further exempt from the requirements of competitive bidding as this constitutes an emergency measure to protect the health, safety, and welfare of the City by providing fire protection for the City and pursuant to the City's obligations to others through mutual aid agreements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Wellston, State of Ohio:

Section 1. The Mayor is hereby authorized and directed to execute, on behalf of the City of Wellston, a Purchase Agreement in terms substantially similar to those in the attached proposed Agreement.

Section 2. The Mayor and other appropriate City officials are hereby authorized to take all actions necessary to implement the agreement.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City and for the purpose of obtaining the firefighting equipment and for reasons stated herein, at the earliest possible date. This Resolution shall take effect immediately upon its adoption.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of Council and that all deliberations of this Council and any of its committees that resulted in such formal action were conducted in meetings in compliance with all legal requirements.

1st PASSED AND ADOPTED by the Legislative Authority of the Political Subdivision on this
day of October, 2026.



President of Council

ATTEST:



Clerk of the Legislative Authority

Approved this 1st day of October, 2026.





Mayor

EXHIBIT "A"

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is entered into as of _____, 2026, by and between **COALTON VOLUNTEER FIREMEN, INC.**, an Ohio nonprofit corporation ("Seller"), and **CITY OF WELLSTON, OHIO**, a municipal corporation ("Buyer"). The asset list and interim possession arrangement are derived from, and the purchase price is based upon the lender payoff reflected in the Memorandum of Understanding.

RECITALS

WHEREAS, Seller owns firefighting apparatus, vehicles, emergency response equipment, and related assets utilized in providing fire protection and emergency services; and

WHEREAS, Seller and Buyer entered into a Memorandum of Understanding pursuant to which Buyer was granted immediate possession and operational use of such assets pending completion of a definitive purchase agreement; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase such assets, subject to the terms contained herein and approval by the City Council of the City of Wellston;

NOW, THEREFORE, the Parties agree as follows:

1. SALE OF ASSETS AND REAL PROPERTY:

1.1 Transfer of Assets. Seller hereby sells, transfers, assigns, conveys, and delivers to Buyer all of Seller's right, title, and interest in and to the following assets:

a. Apparatus and Vehicles:

- i. 2020 Chevrolet Tahoe – 1GNSKAKC5LR142691
- ii. 2020 RAM 5500 Brush Truck – 3C7WRNEL0LG175089
- iii. 2020 Freightliner M2 fire truck 4 doors – 1FVACYFE8LHLU7146
- iv. 2020 Freightliner M2 fire truck 4 doors – 3ALACYFE4LDME6225
- v. 2020 Freightliner M2 fire truck 2 doors – 3ALACYFE4LDME7617
- vi. 2021 Dodge 5500 Mini Pumper
- vii. 2021 Chevrolet Tahoe Command Vehicle
- viii. Service Van
- ix. Two "Side-by-Side" vehicles

b. Equipment and Personal Property:

- i. All hose
- ii. All SCBA equipment
- iii. All turnout gear and PPE
- iv. Radios and communications equipment
- v. Rescue tools
- vi. EMS equipment
- vii. Water rescue equipment
- viii. Hand tools
- ix. Shop equipment
- x. Office furniture
- xi. Computers
- xii. Miscellaneous firefighting equipment
- xiii. Together with all accessories, attachments, maintenance records, manuals

xiv. All transferable warranties relating to any of the above

1.2 Transfer of Real Property: In addition to the personal property and other assets described herein, Seller shall convey, transfer, assign, and deliver to Buyer, at no additional consideration beyond the Purchase Price set forth in this Agreement, all of Seller's right, title, and interest in and to the following real property: 77 West Main Street, Coalton, Ohio, Tax Parcel No. B040020003500; and 14 Broadway Street, Coalton, Ohio, Tax Parcel No. B040020000900; together with all improvements, fixtures, easements, appurtenances, and rights associated therewith (collectively with other property described herein as the "Assets").

2. PURCHASE PRICE:

2.1 Purchase Price. The purchase price for the Assets shall be Four Hundred Twelve Thousand Nine Hundred Sixty-Eight Dollars and Three Cents (\$412,968.03). The Parties acknowledge that this purchase price corresponds to the lender payoff amount identified for Lease No. 82058 and is valid through October 1, 2026. If closing has not occurred on or before October 1, 2026, the purchase price shall be increased to reflect the lender's updated payoff amount then in effect. Any increase in the purchase price resulting from an updated payoff amount may be subject to approval by the applicable council or governing body, unless such approval has been previously obtained.

2.2 Method of Payment. At Closing, Buyer may pay all or any portion of the Purchase Price directly to Community First National Bank and any other disclosed creditor holding a valid lien or security interest in the Assets. Any remaining balance of the Purchase Price shall be paid to Seller.

3. PAYMENT OF LIENS:

3.1 Lien Satisfaction. Seller shall provide written payoff statements, payoff instructions, lien release documentation, UCC termination statements, certificates of title, and all documents reasonably necessary to convey the Assets free and clear of liens.

3.2 Release of Liens. Seller shall cause all liens, encumbrances, and security interests affecting the Assets to be released at or immediately following Closing.

4. CLOSING:

4.1 Closing Date. The Closing shall occur on a mutually agreed date following satisfaction of all conditions contained herein.

4.2 Seller Deliveries. At Closing, Seller shall deliver:

- a. Bill of Sale;
- b. Vehicle titles;
- c. Assignment documents;
- d. Organizational resolutions;
- e. Evidence of required membership approval, if applicable;
- f. Legal opinion required by Section 11.2;
- g. Lien releases and payoff documentation; and
- h. Any other documents reasonably requested by Buyer.

4.3 Buyer Deliveries. At Closing, Buyer shall deliver the Purchase Price and any documents reasonably necessary to consummate the transaction.

4.4 Council Approval Required. Notwithstanding any other provision of this Agreement, Buyer shall have no obligation to close unless and until the City Council of the City of Wellston has approved this Agreement and authorized the Mayor to complete the transaction.

5. POSSESSION:

5.1 Existing Possession. Buyer presently possesses and operates the Assets pursuant to the Memorandum of Understanding and shall continue to do so pending Closing.

5.2 Transfer of Ownership. Legal ownership of the Assets shall transfer to Buyer upon Closing.

6. MAINTENANCE, INSURANCE, AND RISK OF LOSS:

6.1 Maintenance. Buyer shall maintain the Assets in reasonable operating condition and perform ordinary maintenance.

6.2 Insurance. Buyer shall maintain insurance on the Assets while they remain in Buyer's possession.

6.3 Risk of Loss. Until Closing, risk of loss shall remain governed by the Memorandum of Understanding. Upon Closing, all risk of loss shall pass to Buyer.

7. SELLER COVENANTS:

7.1 Cooperation. Seller shall cooperate with Buyer regarding agreements involving the Village of Coalton, Coal Township, Jackson Township, lenders, creditors, and governmental entities.

7.2 Preservation of Assets. Seller shall not sell, lease, donate, transfer, remove, or further encumber any Asset prior to Closing.

7.3 Records. Seller shall preserve and make available all records concerning the Assets.

7.4 Real Property Restrictions and Reversion.

a. Right of First Refusal. Buyer acknowledges and agrees that, as a condition of the conveyance of the Real Property, the Village of Coalton, Ohio, shall be granted a perpetual Right of First Refusal with respect to the Real Property. Such Right of First Refusal shall be evidenced by a separate instrument acceptable to the Village of Coalton and Buyer and shall be recorded in the Office of the Jackson County Recorder. Prior to any sale, transfer, or conveyance of the Real Property, Buyer shall first offer the Real Property to the Village of Coalton upon the same terms and conditions offered by any bona fide third-party purchaser.

b. Reversion Upon Termination of Fire Services. In the event the City of Wellston ceases to provide fire protection services to the Village of Coalton, whether directly or through a successor arrangement, ownership of the Real Property shall automatically transfer to and vest in the Village of Coalton without additional consideration. The Parties shall execute and record such deeds, affidavits, and other instruments as may be necessary to effectuate and evidence such transfer. The provisions of this subsection shall survive Closing and may be memorialized in a recorded deed restriction, reverter clause, or other recorded instrument.

c. Survival. The provisions of this Section 7.4 shall run with the land, shall be binding upon Buyer and its successors and assigns, and shall survive Closing indefinitely.

8. EXCLUSIVE USE:

8.1 Wellston Fire Department. The Wellston Fire Department shall retain exclusive possession and operational use of the Assets pending Closing and thereafter.

9. REPRESENTATIONS AND WARRANTIES OF SELLER:

9.1 Organization. Seller is a duly organized and validly existing Ohio nonprofit corporation in good standing.

9.2 Authority. Seller possesses full power and authority to execute, deliver, and perform this Agreement.

9.3 Required Organizational Approvals. All approvals required under Seller's Articles of Incorporation, Code of Regulations, Bylaws, governing documents, and applicable Ohio law have been or will be obtained before Closing.

9.4 Member Approval. Seller represents that all member approvals required for the sale of substantially all assets have been obtained or will be obtained prior to Closing, and evidence thereof shall be delivered to Buyer.

9.5 Binding Obligation. This Agreement constitutes a valid and binding obligation of Seller enforceable in accordance with its terms.

9.6 Title. Seller owns good and marketable title to the Assets subject only to disclosed liens.

9.7 No Conflict. The execution and performance of this Agreement will not violate Seller's governing documents, any court order, or any material agreement to which Seller is a party.

9.8 Litigation. There is no pending or threatened litigation that would materially impair Seller's ability to complete the transaction.

9.9 Compliance with Law. To Seller's knowledge, the Assets have been operated in substantial compliance with applicable law.

9.10 No Undisclosed Liabilities. Seller has disclosed all material debts, claims, liens, and obligations affecting the Assets.

9.11 Accuracy of Information. All information furnished by Seller concerning the Assets and Seller's authority to complete the transaction is true and correct in all material respects.

9.12 Legal Counsel. Seller has retained qualified legal counsel to advise Seller concerning this transaction and Seller's authority to complete the sale.

9.13 Survival. The representations and warranties contained in this Section shall survive Closing for a period of three (3) years.

10. REPRESENTATIONS OF BUYER:

10.1 Municipal Status. Buyer is a municipal corporation duly organized under Ohio law.

10.2 Municipal Authorization. Buyer has commenced all procedures necessary to obtain approval of this transaction.

10.3 City Council Approval. The Parties acknowledge that consummation of this transaction is expressly contingent upon approval by the City Council of the City of Wellston.

10.4 Mayor's Signature. Execution of this Agreement by the Mayor shall not waive the requirement for City Council approval.

10.5 Availability of Funds. Buyer reasonably expects funds to be available to satisfy the Purchase Price upon satisfaction of all conditions to Closing.

11. Conditions Precedent to Closing

11.1 City Council Approval. The City Council of the City of Wellston shall have adopted such ordinance, resolution, motion, or other action as may be required under Ohio law to authorize the transaction.

11.2 Opinion of Seller's Counsel. As a condition to Closing, Seller shall deliver an opinion letter from legal counsel stating substantially that:

- a. Seller is a duly organized Ohio nonprofit corporation;
- b. Seller possesses authority to enter into this Agreement;
- c. All organizational and member approvals required by law and governing documents have been obtained;
- d. The sale of substantially all assets has been properly authorized;
- e. This Agreement constitutes a valid and binding obligation of Seller;
- f. Counsel is unaware of any legal impediment preventing Closing; and

g. Seller may lawfully transfer the Assets upon satisfaction of existing liens.

Buyer and Buyer's legal counsel may rely upon such opinion.

11.3 Lien Releases. Seller shall provide arrangements satisfactory to Buyer for payoff and release of all liens affecting the Assets.

11.4 Accuracy of Representations. Seller's representations and warranties shall remain true and correct in all material respects at Closing.

12. INDEMNIFICATION

12.1 Seller Indemnity. Seller shall indemnify and hold Buyer harmless from all claims, losses, damages, liabilities, costs, and expenses arising from:

- a. Breach of Seller's representations or warranties;
- b. Failure to obtain proper authorization for the sale;
- c. Claims by members, creditors, or third parties challenging Seller's authority to complete the transaction.

12.2 Buyer Indemnity. Buyer shall indemnify Seller against claims arising from Buyer's operation of the Assets after Closing.

13. CONDITION OF ASSETS

13.1 As-Is Sale. Except as expressly provided herein, Buyer accepts the Assets in their existing AS IS, WHERE IS condition.

14. GOVERNING LAW

14.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

15. ENTIRE AGREEMENT

15.1 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions and negotiations concerning the transaction. The Parties acknowledge the prior Memorandum of Understanding relating to possession and operation of the Assets.

16. AMENDMENTS

16.1 Amendments. No amendment or modification of this Agreement shall be effective unless in writing and signed by both Parties.

17. COUNTERPARTS

17.1 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

SELLER

COALTON VOLUNTEER FIREMEN,
INC.

By: _____

Name: _____

Title: _____

Date: _____

BUYER

CITY OF WESTON, OHIO

By:  _____

Anthony Brenner, Mayor

Date: 10/5/26

Certification by City Auditor
(R.C. section 5705.41)

I certify that the payment required by the Agreement with Coalton Volunteer Firemen, Inc., in the amount of \$ _____ has been lawfully appropriated, authorized, or directed for such purpose or is in process of collection to the credit of the Fund for payment, free from any obligation or certification now outstanding.

Auditor, City of Wellston, Ohio