

**GARRETT GUILLOZET, MPA, REHS | HEALTH COMMISSIONER**

1 - 3 WEST WINTER STREET | PO BOX 570 | DELAWARE, OHIO 43015-0570

PHONE: (740) 368-1700 FAX: (740) 368-1736 | DELAWAREHEALTH.ORG



**MEMO**

Date: January 22, 2023

To: Board of Health

From: Garrett Guillozet, Health Commissioner

Re: Special Board Meeting, Tuesday, January 24, 2023, 7:00 pm Basement - Training Room

**1.0 CONVENTION**

<i>Agenda Item</i>	<i>Time</i>	<i>Action/ Contact</i>
<b>1.01 CALL TO ORDER &amp; ATTENDANCE</b>  Mr. Blayney called the meeting to order at _____ PM. Attendance was taken via roll call.	2	<b>Mr. Blayney:</b> <b>Dr. Hickman:</b> <b>Ms. Howerton:</b> <b>Mr. Karr:</b> <b>Ms. Smith:</b> <b>Mr. Tiberi:</b> <b>Mr. Hatfield:</b> <b>Mr. Holzapfel:</b> <b>Dr. Donaldson:</b>

**5.0 OLD BUSINESS**

*Items pending from the last meeting or information on prior actions and reports.*

<i>Agenda Item</i>	<i>TIME</i>	<i>Action/ Contact</i>
<b>5.032 Admin/Facilities</b>		<b>Roll Call Vote</b>
<b>A. Executive Session</b> – Mr. Guillozet request the Board adjourn to executive session for the discussion of the sale of the West Winter buildings and for Mr. Guillozet, Ms. Whitney, and Ms. Walsh to remain.  <b>MOTION TO MOVE FROM GENERAL SESSION INTO EXECUTIVE SESSION</b> at _____ pm. to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property (Ohio Revised Code 121.22 (G)(2)).	45	<b>Motion By:</b> <b>Second:</b>  <b>Mr. Blayney:</b> <b>Dr. Hickman:</b> <b>Ms. Howerton:</b> <b>Mr. Karr:</b> <b>Ms. Smith:</b> <b>Mr. Tiberi:</b> <b>Mr. Hatfield:</b> <b>Mr. Holzapfel:</b> <b>Dr. Donaldson:</b>

<b>Motion to exit Executive Session and to return to General Session</b>		<b>Motion By:</b> <b>Second:</b>  <b>Mr. Blayney:</b> <b>Dr. Hickman:</b> <b>Ms. Howerton:</b> <b>Mr. Karr:</b> <b>Ms. Smith:</b> <b>Mr. Tiberi:</b> <b>Mr. Hatfield:</b> <b>Mr. Holzapfel:</b> <b>Dr. Donaldson:</b>
<b>Outcome (if applicable)</b>  <b>Motion:</b>	<b>5</b>	<b>Motion By:</b> <b>Second:</b>  <b>Ayes:</b> <b>Nays:</b>
<b>Adjournment:</b>  <b>The meeting was adjourned at _____ PM.</b>	<b>2</b>	<b>Mr. Blayney</b>

Sincerely,

Garrett Guillozet Health Commissioner	Jen Keagy Deputy Health Commissioner	Adam Howard Deputy Health Commissioner	Dustin Kent Deputy Health Commissioner	Amy Whitney Director of Administrative Services	Matthew Clark Fiscal Officer
937-418-7211	614-315-1337	740-360-4718	419-202-1063	740-816-6419	740-973-7346

## **REAL ESTATE PURCHASE AGREEMENT COUNTER OFFER TWO**

This COUNTER OFFER TWO to the PURCHASE AND SALE AGREEMENT (the “Agreement”) is made as of January \_\_\_\_, 2023 (the “Effective Date”), by and between **DELAWARE GENERAL HEALTH DISTRICT aka DELAWARE PUBLIC HEALTH DISTRICT** (“Seller”), and **JABLONKA REAL ESTATE PARTNERS, LLC**, an Ohio limited liability company (“Purchaser”), regarding the Premises identified as (the “Premises”):

Parcel 519-432-25-0001-000 [41 N SANDUSKY ST AKA 1 WINTER STREET, DELAWARE, OHIO 43105]; Parcel 519-432-25-002-000 [3 WINTER STREET, DELAWARE, OHIO 43105 (also contains 5 W WINTER STREET)]; Parcel 519-432-25-005-000; and Parcel 519-432-25-006-000.

### **RECITALS**

**1.1 Effective Date.** The Effective Date of the Agreement shall be the date that the Agreement has been executed by both parties. The Effective Date shall be entered here by the latter party to sign the Agreement. The Effective Date shall be: \_\_\_\_\_.

**1.2 Buyer Identification.** The parties acknowledge that the correct legal spelling of the Buyer’s Managing Member’s name is “Philip Jared Jablonka” (one “L” and not two “L’s”).

**1.3 Deposit.** Regarding Paragraph 4 of the Counter Offer One, the language shall be struck in its entirety and replaced with the following:

- (i) On or before the fifth (5<sup>th</sup>) business day after this Real Estate Purchase Contract is executed by both of the parties hereto (“Effective Date”), Buyer Agrees to deliver to the Title Agent, as security for Buyer’s obligation to purchase the Premises, the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (“Initial Deposit”). The Initial Deposit shall be refundable to Buyer pursuant to the language in Paragraph 1.4 of this Counter Offer Two. If and when the Buyer has waived all contingencies, or thirty-one (31) days after the expiration of buyer’s contingency period, the Initial Deposit shall become nonrefundable to Buyer for any reason other than Seller Default; and in addition, Buyer shall also make a second deposit of an additional Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (“Second Deposit”), which shall also be immediately non-refundable to Buyer for any reason other than Seller Default. Both the Initial Deposit and the Second Deposit shall be credited against the cash portion of the Purchase Price at Closing.

**1.4 Contingencies.** Regarding paragraph 5(b) of the original Agreement and paragraph 1 of the Counter Offer One, The parties agree that the contingency period shall begin on the date that Buyer has received all relevant property documents and due diligence items listed, including but not limited to leases (including any amendments and/or extensions), service contracts, summaries of unwritten contracts, parking space leases, floor plans, building plans, permits, inspection reports, site plans and surveys, environmental reports, utility bills, information regarding the generators on site, any easements and any other relevant items the Delaware Public Health District of DPHD maintains copies. Buyer shall have thirty (30) days upon receipt of said documentation to disapprove and terminate, in writing, said real estate purchase agreement pursuant to this contingency, or this paragraph shall be deemed waived by Buyer.

**1.5 Remainder of Terms.** All other terms and conditions contained within the Agreement and the Counter Offer One shall remain in full force and effect. Specifically, Seller and Purchaser accept and agree that the language contained within the Counter Offer One shall be accurate and in full force and effect, except for the items specifically addressed in this Counter Offer Two.

**1.6 Duration of Offer and Acceptance.** The Seller and Buyer agree to all foregoing terms and conditions except those changed in this Counter Offer Two. This offer shall be open for acceptance through Wednesday, January 25, 2023 at 5:00pm, E.S.T.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

**SELLER:**

**DELAWARE COUNTY GENERAL HEALTH DISTRICT,**

By: \_\_\_\_\_  
**Garrett Guillozet, MPA, REHS/RS, AEMT**  
Health Commissioner, Delaware Public Health District

Date: \_\_\_\_\_, 2023

**BUYER:**

**JABLONKA REAL ESTATE PARTNERS, LLC**  
an Ohio limited liability company

By: \_\_\_\_\_  
  
**Philip Jared Jablonka**  
Managing Member

Date: January 21, 2023

## **REAL ESTATE PURCHASE AGREEMENT COUNTER OFFER ONE**

**DELAWARE GENERAL HEALTH DISTRICT aka DELAWARE PUBLIC HEALTH DISTRICT (“Seller”), agrees to sell and JABLONKA REAL ESTATE PARTNERS, LLC (“Buyer”), agrees to buy, upon the terms hereinafter set forth, the following real estate located in the State of Ohio, County of Delaware, and City of Delaware, together with all easements, rights and appurtenances thereto, all buildings and improvements situated thereon, all minerals, rights and appurtenances belonging or pertaining thereto, and all of Seller’s right, title and interest in all public ways adjoining the same (the “Premises”):**

Parcel 519-432-25-001-000 [41 N SANDUSKY ST AKA 1 W WINTER STREET, DELAWARE, OHIO 43015]; Parcel 519-432-25-002-000 [3 W WINTER ST, DELAWARE 43015 (also contains 5 W Winter)]; Parcel 519-432-25-005-000, and Parcel 519-432-25-006-000.

1. **Contingencies:** Regarding paragraph 5 (b) of the original real estate purchase offer dated January 4, 2023, Within ten (10) days after the full execution of this real estate contract, Seller shall provide the Buyer, including and not limited to leases, service contract, summaries of unwritten contract, parking spaces leases, floor plans, building plans, permits, inspections reports, site plans and surveys, environmental reports, utility bills, information regarding the generator on site, any easements and any other relevant items the Delaware Public Health District of DPHD maintains copies. Buyer shall have 30 (thirty) days upon receipt of said documentation to disapprove and terminate, in writing, said real estate purchase agreement pursuant to this contingency, or this paragraph shall be deemed waived by Buyer. Regarding paragraphs 5 (c) and (d) of the original real estate purchase offer dated January 4, 2023, the Buyer shall have 30 (thirty) days to terminate, in writing, said real estate purchase agreement pursuant to these contingencies or these paragraphs shall be deemed waived by Buyer.
2. **Fixtures and Equipment:** The generators, all existing site furniture, fixtures and equipment shall convey, except for the non-consumer use refrigerators used for medical purposes, any or all networking, security, computer or telephone equipment, any shelving, and any filing cabinets.
3. **Indemnification, Environmental Disclaimer by Broker.** Regarding paragraph 15 of the original real estate purchase contract dated January 4, 2023, regarding Indemnification or Environmental Disclaimer by Broker shall be stricken in its entirety, but Seller and Buyer acknowledge that the Brokers have made no independent investigation of the property or statements regarding hazardous materials in or on the property.
4. **Deposit.** On or before the fifth (5th) business day after this Real Estate Purchase Contract is executed by both of the parties hereto (“**Effective Date**”), Buyer agrees to deliver to the Title Agent, as security for Buyer’s obligation to purchase the Premises, the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (“**Initial Deposit**”). In no event shall the Initial Deposit be refundable to the Buyer. The Initial Deposit shall be credited against the cash portion of the Purchase Price at Closing. After the Buyer has waived all contingencies or thirty-one (31) days after written acceptance of this real estate purchase contract, the second

deposit of Fifty Thousand Dollars shall be delivered to the Title Agent. ("**Second Deposit.**") In no event shall the Second Deposit be refundable to the Buyer. The Second Deposit shall also be credited against the cash portion of the Purchase Price at Closing. Within five (5) days after Buyer's Termination or Default, Buyer agrees to execute written instructions to release Deposits to Seller.

**Possession and Closing.** The closing of the purchase of the Premises by Buyer ("**Closing**") shall be held on a date specified by Buyer with at least five (5) days prior written notice to Seller, provided that the Closing shall be no later than thirty-one (31) days after the expiration of the Financing Period (as defined below) ("**Closing Date**"). The Closing shall be held, in escrow, by Stewart Title Company, 259 West Schrock Road, Westerville, Ohio 43081. ("**Title Agent**").

Within five (5) days after written acceptance of this real estate purchase contract by both parties, the Seller and Purchaser will execute a post-closing possession agreement ("**Agreement for Occupancy and Possession after the Transfer of Ownership**") for the Delaware Public Health District to occupy the properties through May 31, 2023. Buyer agrees to negotiate in good faith any necessary additional extension of post-closing possession, which such extension shall not be unreasonably withheld. Rent shall be \$15,000/month and shall include all charges, utilities, and taxes except for the buildings' interior cleaning of the occupied areas by the Delaware Public Health District.

5. **Broker Fees.** Regarding paragraph 20 or the original real estate purchase contract dated January 4, 2023, Broker fees due to eXp Realty are as disclosed in the seller's listing agreement.

6. **Financing Contingency Period.** Buyer shall have thirty (30) days following the written real estate purchase contract acceptance to obtain financing acceptable to Buyer, in Buyer's sole discretion and suitable to Buyer, to purchase the Premises ("**Financing Contingency Period**"). If at any time during the Financing Contingency Period, Buyer is unable to secure financing deemed necessary by Buyer, to Buyer's sole satisfaction, then Buyer may terminate this Agreement upon written notice to Seller, the Deposit shall be dispersed pursuant to paragraph 4 of this counter offer, and neither party shall thereafter have any further obligation to the other party arising under this Agreement.

7. **No Changes.** From and after the execution of this Agreement, and at any time prior to the closing, Seller shall not grant, sell or convey any interest in the Premises, including leases, easements or rights-of-way, nor shall Seller take any action with respect to, or affecting, the Premises, including without limitation executing any document that obligates the owner of the Premises after the date of closing and/or recording any document against the Premises, without the prior written permission of Buyer in each instance. During such period, Seller will use reasonable efforts to cause the Premises to be maintained in a neat condition and Seller will observe all applicable laws, ordinances, regulations and restrictions affecting the Premises.

8. **Assignment.** Buyer may assign all of its rights and obligations hereunder to a nominee or assignee of its choice without Seller's consent, provided, however, that Buyer shall remain liable for the performance hereof. Seller may assign all of its rights and obligations hereunder only with Buyer's written consent.

9. Jurisdiction. This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio and such courts shall be deemed to have jurisdiction. The Parties hereby irrevocably consent to such applicable law, venue, and jurisdiction.

10. Contract and its Attachments. If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

This Contract and its Attachments shall constitute the entire understanding and agreement between the Seller and the Purchaser, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

11. Agency Disclosure Statement. A new Ohio Agency Disclosure Statement shall be executed with only Section 1. Transaction Involving Two Agents in Two Different Brokerages completed.

12. Duration of Offer and Acceptance. The Seller and Buyer agree to all foregoing terms and conditions except those changed in this counter offer. This offer shall be open for acceptance through Friday, January 20, 2023, at 1:00 pm, E.S.T.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement to be effective as of the Effective Date.

**BUYER:**

**JABLONKA REAL ESTATE PARTNERS, LLC**

By: \_\_\_\_\_

**Phillip Jared Jablonka,**  
Managing Member, Jablonka Real Estate Partners, LLC

Date: \_\_\_\_\_, 2023

**SELLER:**

**DELAWARE COUNTY GENERAL HEALTH DISTRICT**

By: Garrett Guillozet  
Garrett Guillozet, MPA, REHS/RS, AEMT  
Health Commissioner, Delaware Public Health District

Date: Jan 17, 2023

Approved as to form by Melissa Schiffel, Prosecuting Attorney, Delaware County, OH via  
\_\_\_\_\_ on \_\_\_\_\_, 2023 at \_\_\_\_\_ E.S.T.

