



CITY OF SANDUSKY COMMISSIONERS
REGULAR SESSION AGENDA
September 26, 2011 at 5 p.m.
City Hall, 222 Meigs Street

INVOCATION

PLEDGE OF ALLEGIANCE

CALL TO ORDER

ROLL CALL

R. Brady, J. Farrar, D. Waddington, D. Cole, P. Brown, D. Kaman & J. Hamilton

APPROVAL OF MINUTES

September 12 & September 19, 2011

AUDIENCE PARTICIPATION

Agenda items listed below only (3 minute limit)

PRESENTATIONS

Peter Schade, Erie County Health Department RE Algal Bloom

PUBLIC HEARING

Consolidated Annual Performance & Evaluation Report

COMMUNICATIONS

Motion to accept all communications submitted below

CURRENT BUSINESS

ITEM #1 – Second Reading

ORDINANCE NO. _____: It is requested an Ordinance be passed amending part one – administrative code, title seven – boards and commissions, chapter 181 – Audit/Finance Committee, in the manner and way specifically set forth hereinbelow.

ITEM #2 – Second Reading

ORDINANCE NO. _____: It is requested an Ordinance be passed amending part fifteen (fire prevention code), by the addition of chapter 1503 (outdoor wood furnaces), of the codified ordinances, in the manner and way specifically set forth hereinbelow; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM #3 – Submitted by Amanda Meyers, Paralegal

Budgetary Information: The cost associated with these purchase agreements is the total amount of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The city will recoup the majority of the expenses from the nonrefundable earnest money deposit required to be paid by the purchaser and in part from the distribution of proceeds from the sale of land bank property sold for development pursuant to R.C. 5722.08 (A). The sale of this property will enhance surrounding property values and the taxing districts will once again begin collecting real property taxes.

A. ORDINANCE NO. _____: It is requested an Ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as parcel #58-01503.000, located at 1432 Harrison Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of purchase agreements with respect to that real property; and declaring that this Ordinance shall take immediate effect in accordance with section 14 of the city charter.

B. ORDINANCE NO. _____: It is requested an Ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as parcel #58.02512.000, located at lot #183 St. Clair Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of purchase agreements with respect to that real property; and declaring that this Ordinance shall take immediate effect in accordance with section 14 of the city charter.

C. ORDINANCE NO. _____: It is requested an Ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as parcel #58-02056.000, located at lot #175 St. Clair Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this Ordinance shall take immediate effect in accordance with section 14 of the city charter.

D. ORDINANCE NO. _____: It is requested an Ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as parcel #56-00687.000, located at 321 East Jefferson Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

E. ORDINANCE NO. _____: It is requested an Ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as parcel #59-00792.000, located at 506 Putnam Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of purchase agreements with respect to that real property; and declaring that this Ordinance shall take immediate effect in accordance with section 14 of the city charter.

F. ORDINANCE NO. _____: It is requested an Ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as parcel #59-01039.000, located at 620 Broadway Street, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this Ordinance shall take immediate effect in accordance with section 14 of the city charter.

G. ORDINANCE NO. _____: It is requested an Ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program identified as parcel #59-00907.000, located at 1819 East Madison Street,

Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this Ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM #4 – Submitted by Hank S. Solowiej, CPA, Finance Director

Budgetary Information: The city is required to accept the tax rates as determined by the Erie County Budget Commission before October 1, 2011. This approval establishes funding for 2012. The total amount for 2012 is 2.5% (or \$65,219) lower than the total amount certified for 2011. The prior year resolution was passed by the city commission on September 27, 2010 (Resolution 033-10R).

RESOLUTION NO. _____: It is requested a Resolution be passed accepting the amounts and rates as determined by the Erie County Budget Commission; authorizing the necessary tax levies and certifying them to the county auditor; and declaring that this Resolution shall take immediate effect in accordance with section 14 of the city charter.

ITEM #5 – Submitted by Hank S. Solowiej, CPA, Finance Director

Budgetary Information: The total cost for the annual support fee is \$11,019.53. Of this amount, \$5,509.77 will be paid by the general fund, \$2,754.88 by the water fund, and \$2,754.88 by the sewer fund. The prior year ordinance was passed by the city commission on October 25, 2010 (Ordinance No. 10-113) that covered the period November 1, 2010 through October 31, 2011.

ORDINANCE NO. _____: It is requested an Ordinance be passed authorizing and directing payment to Software Solutions Incorporated of Lebanon, Ohio for the annual software support fee for the period November 1, 2011 through October 31, 2012; and declaring that this Ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM #6 – Submitted by Jane E. Cullen, Engineering Technician

Budgetary Information: The cost of the project based on bids, including engineering, inspection, advertising and miscellaneous costs is \$29,609 to be paid with state highway funds.

ORDINANCE NO. _____: It is requested an Ordinance be passed authorizing and directing the city manager to enter into a contract with Mar-King Construction, Inc., of Norwalk, Ohio, for the 2011 state route pavement making project; and declaring that this Ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM #7 – Submitted by Thomas Schwan, Transit Administrator

Budgetary Information: The state grants have a significant impact on the transit system's budget, as they comprise approximately 10% of the total operating budget. These funds are also used as matching funds, which allows the city to draw down its funds from the U.S. Department of Transportation for the federal transit grant. Without this state funding, service would have to be restructured or reduced.

RESOLUTION NO. _____: It is requested a Resolution be passed authorizing the filing of an application with the Ohio Department of Transportation for the FY 2012 Ohio Urban Transit Grant Program (OUTGP) for the Sandusky transit system; and declaring that this Resolution shall take immediate effect in accordance with section 14 of the city charter.

CITY MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

AUDIENCE PARTICIPATION Open discussion on any item (5 minute limit)

EXECUTIVE SESSION

ADJOURNMENT

Buckeye CableSystem broadcast on Cable Channel 81:

LIVE: Monday, September 26 at 8:30 p.m.

REPLAYS: Tuesday, September 27 at 5 p.m.

Monday, October 3 at 7 p.m.



Department of Planning, Engineering & Development

Planning	419-627-5872	222 MEIGS STREET
Grants Administration	419-627-5973	SANDUSKY, OH 44870
Engineering	419-621-5829	
Economic Development	419-627-5827	FAX: 419-627-5945
Code Enforcement	419-627-5913	
Fair Housing	419-627-5913	

Date of Publication: September 21, 2011

Notice of Public Hearing

The City of Sandusky intends to submit to the U.S. Department of Housing and Urban Development under the Community Development Block Grant (CDBG) the 2010 Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER will be submitted to HUD on or about September 28, 2011.

A draft of the CAPER will be available for public review and comment beginning September 21, 2011 through October 6, 2011. Copies of the draft CAPER may be obtained from the City's Division of Planning, 2nd Floor, City Building, 222 Meigs Street, Sandusky, Ohio or from the City's website at www.ci.sandusky.oh.us.

The public hearing will be held on Monday, September 26 at 5:00 pm in the First Floor Conference Room at the City Building, 222 Meigs Street, Sandusky, Ohio 44870 to provide citizens with information regarding project results and accomplishments in the 2010 Consolidated Annual Performance and Evaluation Report. Citizens are encouraged to attend this meeting to provide input about the CAPER.

The City Building is a handicapped accessible facility. If a participant will need auxiliary aids (interpreter, Braille or taped material, listening device, other) due to a disability, please contact the Division of Planning prior to September 26, 2011 at (419) 627-5872 in order to insure that your needs will be accommodated.



**DEPARTMENT OF FINANCE
HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR**

222 Meigs Street
Sandusky, Ohio 44870
Phone (419) 627-5888
Fax (419) 627-5892

TO: City Commission
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: August 22, 2011
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

The Finance Committee has had difficulty meeting on a monthly basis as required by City Codified Ordinance Chapter 181.04. The Committee approved a motion at its August 19, 2011, meeting to change the current language in the ordinance to indicate that the Committee will meet quarterly during the calendar year rather than monthly for eleven months.

City Codified Ordinance Chapter 181 was previously amended by the City Commission by Ordinance 06-011 on January 23, 2006.

BUDGETARY INFORMATION:

None

ACTION REQUESTED:

It is requested that the City Commission approve the proposed changes to City Codified Ordinance Chapter 181 as recommended by the Finance Committee.

CC: Donald C. Icsman, Interim City Manager/Law Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART ONE - ADMINISTRATIVE CODE, TITLE SEVEN - BOARDS AND COMMISSIONS, CHAPTER 181 - AUDIT / FINANCE COMMITTEE, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW.

WHEREAS, the Finance Committee approved by motion at their August 19, 2011, meeting to change the meeting requirement to at least quarterly during the calendar year instead of monthly meetings for eleven months of each year and is recommending the City Commission amend current Chapter 181 - Audit / Finance Committee to reflect this proposed change; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Finance Department and the Audit / Finance Committee of the City of Sandusky, Ohio, to approve the proposed amendments to Chapter 181; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. Part One - Administrative Code, Title Seven - Boards and Commissions, Chapter 181 - Audit / Finance Committee of the Codified Ordinances of the City is hereby amended as follows:

NEW LANGUAGE APPEARS IN BOLD PRINT
LANGUAGE TO BE STRICKEN APPEARS WITH A STRIKE THROUGH IT
LANGUAGE TO REMAIN UNCHANGED APPEARS IN REGULAR PRINT

CHAPTER 181
Audit / Finance Committee

181.01	Creation; members.	181.03	Responsibility of City Finance Director.
181.02	Duties.	181.04	Meetings.

CROSS REFERENCES

Boards and commissions - see CHTR. Sec. 28 and 29
Open meetings - see Ohio R.C. 121.22 and Chapter 113 of the Codified Ordinances

181.01 CREATION; MEMBERS.

- (a) The City Commission hereby creates an Audit/Finance Committee.
- (b) The City Commission further determines that the Audit/Finance Committee shall consist of the following members:
 - (1) The City Manager;
 - (2) The City Finance Director;
 - (3) One member of the City Commission;
 - (4) Seven additional members to be nominated by the President of the City Commission and confirmed by the City Commission for two-year terms. The members so nominated and approved shall have backgrounds in business, finance and/or accounting and either be residents of the City, have active offices located in the City, or are employed with a business or organization that has an active office located in the City or owns property in the City during their terms of office. If the member moves from the City or ceases to actively maintain an office in the City, or is no longer employed with a business or organization that has an active office located in the City or owns property in the City, that member

shall be replaced on the Committee for the duration of the term. The term of four of the initial members shall expire December 31, 2007. The term of the other three initial members shall expire on December 31, 2008.

(Ord. 06-011. Passed 1-23-06.)

181.02 DUTIES.

The duties of the Audit / Finance Committee shall include but not be limited to:

- (a) Review the annual unaudited financial report submitted to the Auditor of the State;
- (b) ~~Periodically~~ **Monthly** review the process used to prepare interim financial information submitted to the City Commission;
- (c) Review any audit results;
- (d) Assure that audit recommendations are appropriately addressed;
- (e) Serve as liaison between management and independent auditors;
- (f) Assure that any problems and issues are appropriately communicated from management to the Auditor of the State;
- (g) Serve in an advisory capacity to the City Commission;
- (h) Assist in an advisory capacity to **both** the City Commission and City Administration in the preparation of written financial reports and control policies; assist the City Commission in annually reviewing the Finance Director's job performance;
- (i) Meet with the independent auditors before and after each audit;
- (j) Select a chairman and establish rules and procedures as are appropriate to carry out the purposes of this chapter.

~~(Ord. 06-011. Passed 1-23-06.)~~

181.03 RESPONSIBILITY OF CITY FINANCE DIRECTOR.

The Finance Director shall have the power and responsibility as delineated in the Charter and consistent with the Charter shall communicate the following information to the Audit/Finance Committee, according to generally accepted accounting standards:

- (a) The Finance Director's professional responsibility under generally accepted accounting standards;
- (b) Selection of accounting policies;
- (c) Sensitive accounting estimates;
- (d) Significant audit adjustments;
- (e) Disagreements with management;
- (f) Difficulties encountered in performing the audit.

(Ord. 06-011. Passed 1-23-06.)

181.04 MEETINGS.

The Audit / Finance Committee shall meet at least ~~quarterly~~ ~~monthly~~ ~~for eleven months of each year~~ **quarterly** to monitor the City's financial and control activities, and shall meet with the City's independent auditors before and after each audit. Special meetings may be called by at least two members of the Committee with written notice provided to all other members.

~~(Ord. 06-011. Passed 1-23-06.)~~

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such

holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. This Ordinance shall be in full force and effect from and after January 1, 2012.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: September 26, 2011

August 29, 2011

MEMORANDUM

TO: Donald C. Icsman, Acting City Manager
FROM: Paul E. Ricci, Fire Chief
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request legislation for **Outdoor Wood Furnaces** (Referred to as outdoor wood boilers or outdoor wood-fired hydronic heaters) to be adopted into the City of Sandusky's Codified Ordinances.

BACKGROUND INFORMATION: The fire department has received several complaints regarding the Outdoor Wood Furnaces which prompted a review and extensive research. The proposed ordinance will be used to govern the conditions and installation of the Outdoor Wood Furnaces. This will provide the standards and conditions essential to ensure properties and residents safety.

The increased demand on fossil fuels has resurrected the national focus on "greener" energy systems. This focus has driven the development of alternative fuel heating appliances such as outdoor wood burning (hydronic) heating appliances. These appliances utilize manufactured fuel pellets, such as corn, wood and other alternative fuels to produce heat for home heating applications. Unfortunately, in providing cost effective alternative heating options, these appliances are creating unwanted air-borne byproducts that are causing health concerns for local communities. Densely populated residential neighborhoods do not provide the necessary open space to allow these airborne byproducts to dissipate. Therefore, legislation is necessary to make sure the manufacture, installation and maintenance of these appliances is closely regulated.

BUDGETARY INFORMATION: The cost associated with this request for legislation is the total amount of time utilized for any necessary enforcement by the Fire Department.

ACTION REQUESTED: It is requested that legislation be approved adopting Chapter 1503 of the City of Sandusky's Codified Ordinances. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter to allow enforcement to proceed which will ensure the safety of our residents.

Approved:

I concur with this recommendation:

Paul R. Ricci, Fire Chief

Donald C. Icsman, Acting City Manager

Cc: Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING PART FIFTEEN (FIRE PREVENTION CODE), BY THE ADDITION OF CHAPTER 1503 (OUTDOOR WOOD FURNACES), OF THE CODIFIED ORDINANCES, IN THE MANNER AND WAY SPECIFICALLY SET FORTH HEREINBELOW; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Fire Department has received several complaints regarding outdoor wood furnaces (also referred to as outdoor wood boilers or outdoor wood-fired hydronic heaters) which prompted a review and after extensive research, this proposed Chapter 1503 was drafted to govern the conditions and installation of outdoor wood furnaces and provide the standards and conditions essential to ensure property and resident safety; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with enforcement of this new Chapter which will ensure the safety of residents; and

WHEREAS, it is deemed necessary in order to provide for the usual daily operation of the Municipal Departments, including the Fire Department, to adopt the proposed Outdoor Wood Furnaces Chapter 1503 and to provide the immediate preservation of the public peace, health and safety, to approve the proposed Outdoor Wood Furnaces Chapter 1503 and by reason thereof this Ordinance is declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. Part Fifteen (Fire Prevention Code) of the Codified Ordinances of the City be amended by the addition of New Chapter 1503 (Outdoor Wood Furnaces) as follows:

**NEW CHAPTER 1503
OUTDOOR WOOD FURNACES**

(Referred to as OUTDOOR WOOD BOILERS or OUTDOOR WOOD-FIRED HYDRONIC HEATERS)

- 1503.01 Definitions.
- 1503.02 Regulations for Outdoor Wood Furnaces.
- 1503.03 Substantive Requirements.
- 1503.04 Appeals/Variances.
- 1503.05 Violations and Penalties.
- 1503.06 Civil Proceedings.
- 1503.07 Severability.

1503.01 DEFINITIONS.

A. Outdoor Wood Furnace means any equipment, device, appliance or apparatus, or any part thereof, which is installed, affixed or situated outdoors for the primary purpose of combustion of fuel to produce heat or energy used as a component of a heating system providing heat for any interior space or water source. An Outdoor Wood Furnace may also be referred to as an Outdoor Wood Boiler or Outdoor Wood-fired Hydronic Heater.

B. Chimney means a flue or flues that carries off exhaust from an Outdoor Wood Furnace firebox or burn chamber.

C. EPA Phase 1 Program means EPA OWHH (Outdoor Wood-fired Hydronic Heater) Phase 1 Program administered by the United States Environmental Protection Agency.

D. EPA Phase 1 Program Qualified Model means an Outdoor Wood Furnace that has been EPA OWHH Phase 1 Program qualified. The model has met the EPA OWHH Phase 1 emission level and has the proper qualifying label and hangtag.

E. EPA Phase 2 Program means EPA OWHH (Outdoor Wood Hydronic Heater) Phase 2 Program administered by the United States Environmental Protection Agency.

F. EPA Phase 2 Program Qualified Model means an Outdoor Wood Furnace that has been EPA OWHH Phase 2 Program qualified. The model has met the EPA OWHH Phase 2 emission level and has the proper qualifying label and hangtag.

G. Existing Outdoor Wood Furnace means an Outdoor Wood Furnace that was purchased and installed prior to the effective date of this ordinance.

H. Natural Wood means wood, which has not been painted, varnished or coated with a similar material, has not been pressure treated with preservatives and does not contain resins or glues as in plywood or other composite wood products.

I. New Outdoor Wood Furnace means an Outdoor Wood Furnace that is first installed, established or constructed after the effective date of this ordinance.

1503.02 REGULATIONS FOR OUTDOOR WOOD FURNACES.

A. No person shall, from the effective date of this ordinance, construct, install, establish, operate or maintain an Outdoor Wood Furnace other than in compliance with the applicable sections of Chapter 1503 of the City of Sandusky Fire Prevention Code.

B. No person shall, from the effective date of this ordinance, install or operate an Outdoor Wood Furnace that is not an EPA Phase 1 Program Qualified Model or an EPA Phase 2 Program Qualified Model.

C. No Outdoor Wood Furnace shall be installed or operated until a permit has been issued by the Fire Chief or his/her designee. The owner of the property seeking to install an Outdoor Wood Furnace shall fill out an application, present a site plan of the property showing the proposed location where the Outdoor Wood Furnace is to be installed, the locations and distances of all residences and structures on adjoining properties and pay a permit fee of one hundred and twenty five dollars (\$125.00). The application shall be signed by all owners of the real property on which the Outdoor Wood Furnace will be located and the contractor installing the Outdoor Wood Furnace. Money collected under this section shall be used exclusively for the administration and enforcement of this Chapter.

D. No person shall, from the effective date of this ordinance, operate an Outdoor Wood Furnace unless such operation conforms with the manufacturer's instructions regarding such operation and the requirements of Chapter 1503 of the City of Sandusky Fire Prevention Code regarding fuels that may be burned in an Outdoor Wood Furnace as set forth in Sections 1503.03(A) and (B) of this ordinance, location and setbacks as set forth in Sections 1503.03(C) and chimney

height as set forth in Sections 1503.03(D).

E. No person shall, from the effective date of this ordinance, install an Outdoor Wood Furnace without obtaining all applicable building permits for the installation of the Outdoor Wood Furnace and its connection to the mechanical system of the residence or structure.

E. All new Outdoor Wood Furnaces shall be constructed, established, installed, operated and maintained in conformance with the manufacturer's instructions and the requirements of this ordinance. In the event of a conflict, the requirements of this ordinance shall apply unless the manufacturer's instructions are stricter, in which case the manufacturer's instructions shall apply.

F. The owner of any new Outdoor Wood Furnace shall produce a copy of the EPA's qualifying label and hangtag and the manufacturer's owner's manual or installation instructions to the Fire Chief or his/her designee to review at any time if requested.

G. All new Outdoor Wood Furnaces shall be laboratory tested and listed to appropriate safety standards such as UL, CAN/CSA, ANSI or other applicable safety standards.

H. If an existing Outdoor Wood Furnace is, through the course of proper investigation by local authorities, creating a verifiable nuisance, as defined by local or state law, the following steps may be taken by the owner and the Fire Chief:

- (1) Modifications made to the unit to eliminate the nuisance such as extending the chimney, or relocating the Outdoor Wood Furnace or both.
- (2) Cease and desist operating the unit until reasonable steps can be taken to ensure that the Outdoor Wood Furnace will not be a nuisance.

1503.03 SUBSTANTIVE REQUIREMENTS.

Outdoor Wood Furnaces shall be constructed, established, installed, operated and maintained pursuant to the following conditions:

A. Fuel burned in any new or existing Outdoor Wood Furnace shall be only natural untreated wood, wood pellets, corn products, biomass pellets, or other listed fuels specifically permitted by the manufacturer's instructions such as fuel oil, natural gas, or propane backup.

B. The following fuels are strictly prohibited in new or existing Outdoor Wood Furnaces:

- (1) Wood that has been painted, varnished or coated with similar material and/or has been pressure-treated with preservatives and contains resins or glues as in plywood or other composite wood products.
- (2) Rubbish or garbage, including but not limited to food wastes, food packaging, or food wraps.
- (3) Any plastic materials, including but not limited to nylon, PVC, ABS, polystyrene or urethane foam, and synthetic fabrics, plastic films and plastic containers.
- (4) Rubber, including tires or other synthetic rubber-like products.

(5) Newspaper, cardboard, or any paper with ink or dye products.

(6) Any other items not specifically allowed by the manufacturer or this provision.

C. Location and Setbacks for Outdoor Wood Furnaces shall be as follows:

(1) The Outdoor Wood Furnace shall only be installed in the back yard of the lot for the residence or structure being served by the Outdoor Wood Furnace. The Outdoor Wood Furnace shall not be permitted in a front yard or side yard.

(2) The Outdoor Wood Furnace shall be located at least twenty five feet (25') from the property line and at least twenty five (25') from any combustible structure.

(3) The Outdoor Wood Furnace shall be located on the property in compliance with manufacturer's recommendations and/or testing and listing requirements for clearance to combustible materials.

(4) The Outdoor Wood Furnace shall be located at least one hundred feet (100') from any residence that is not served by the Outdoor Wood Furnace.

D. Chimney heights for new and existing Outdoor Wood Furnaces shall be as follows:

(1) The chimney of any new Outdoor Wood Furnace shall be no less than fifteen feet (15') in height measured from the ground.

(2) If neighboring residences not served by the Outdoor Wood Furnace are located within three hundred feet (300') of the Outdoor Wood Furnace the chimney shall extend at least two feet (2') above the peak of the residence or structure for which it serves.

(3) If neighboring residences not served by the Outdoor Wood Furnace are located within two hundred feet (200') of the Outdoor Wood Furnace the chimney shall extend at least two feet (2') above the peak of any residence not served by the furnace

(4) If there is an existing Outdoor Wood Furnace already installed and there is new construction of a residence not served by the Outdoor Wood Furnace within three hundred feet (300') of such Outdoor Wood Furnace, the owner of such Outdoor Wood Furnace shall conform to the stack height requirements of this regulation within thirty (30) days of the date such construction is complete and upon written notice from the Fire Chief or his/her designee.

1503.04 APPEALS.

Appeals from any actions, decisions, or ruling in the enforcement of this chapter or for a variance from the strict application of the specific requirements of this ordinance may be made to the Fire Prevention Board of Appeal. Requests for all appeals shall be made in writing in accordance with Section 1501.07 of the City of Sandusky's Fire Prevention Code.

1503.05 VIOLATIONS AND PENALTIES.

Any person who shall violate any provision of this ordinance shall be guilty of a misdemeanor of the fourth degree. Each day such violation occurs or

continues shall constitute a separate offense.

1503.06 CIVIL PROCEEDINGS.

Compliance with this law may also be compelled and violations restrained by order or by injunction of a court of competent jurisdiction. Any person who violates any provision of this law may also be subject to civil penalty of not more than \$200, to be recovered by the City in a civil action, and each week's continued violation shall be for this purpose a separate and distinct violation. In the event the City is required to take legal action to enforce this ordinance, the violator may be responsible for any and all necessary costs relative thereto, including attorneys' fees, and such expense shall be charged to the property so affected by including such expense in the next annual tax levy against the property.

1503.07 SEVERABILITY.

The provisions of this ordinance are severable and the invalidity of a particular provision shall not invalidate any other provisions.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER

PAGE 6 - ORDINANCE NO. _____

CLERK OF THE CITY COMMISSION

Passed: September 26, 2011

TO: Don Icsman, Acting City Manager

FROM: Amanda Meyers, Paralegal

DATE: September 13, 2011

RE: City Commission Agenda Item

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase Agreement' and sale of non-productive lands that the City has acquired through the City of Sandusky's Land Reutilization Program, which are no longer needed for any municipal purpose and are identified in Exhibit A attached to this communication,.

BACKGROUND INFORMATION: Pursuant to Ordinance No. 07-026, passed on June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City acquired these nonproductive properties by gift of deed in lieu of foreclosure from the previous property owners. The City Commission approved the acquisitions on December 8, 2008, by adoption of Resolution No. 035-08R and on January 11, 2010, by adoption of Resolution No. 02-10R.

Requests were made on behalf of the adjoining property owners, to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by the City Commission on July 11, 2011, and became effective on August 11, 2011.

These lots were some of the first properties acquired by the City for the Land Reutilization Program that inspired the idea to develop a "Mow to Own" Program. All of the lots are small unbuildable parcels and therefore are unmarketable for development other than as an addition to the parcels of the adjoining property owners.

The requirements of the Ohio Revised Code in which property must be sold at fair market value, coupled with the economy and the foreclosure crisis, presented a problem for the marketing of these properties. In most cases, the adjoining property owners have been maintaining the parcels for years and utilizing them and therefore needed some incentive to acquire them and take on the additional tax burden.

Because the property acquired by the City for the Land Reutilization Program is tax exempt until sold, we took our time researching the issue, which allowed us to develop a proactive solution. By selling these nonproductive parcels to the adjoining property owners at the Auditor's appraised value, it will help protect the neighborhood property values and insurance ratings. The property owners are either rewarded for their years of maintenance for which the City did not have the burden of mowing the lots at the tax payer's cost, or by providing an incentive for adjoining property owners to earn ownership and therefore lighten the City's mowing burden. The adjoining property owners can enhance the property's value by building a garage for off street parking or adding an addition onto their existing structure. The ultimate reward is to the taxing districts because it puts these nonproductive parcels back into tax producing status.

BUDGET IMPACT: The cost associated with this purchase agreement is the total amount of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the majority of the expenses from the nonrefundable earnest money deposit required to be paid by the Purchaser and in part from the distribution of proceeds from the sale of Land Bank property sold for development pursuant to R.C. 5722.08(A). The sale of this property will enhance surrounding property values and the taxing districts will once again begin collecting real property taxes.

ACTION REQUESTED: It is requested that legislation be adopted allowing the City Manager to enter into a purchase agreement and to sell the property no longer needed for any municipal purpose as identified in Exhibit A. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

Amanda J. Meyers, Paralegal

I concur with this recommendation:

Donald C. Icsman, Acting City Manager

PARCEL	ADDRESS	TOTAL COST OF ACQUISITION	PURCHASERS	PROPERTY BEING ACQUIRED	NONREFUNDABLE DEPOSIT	NEW TAXES
58-01503.000	1432 HARRISON	1,228.50	JACK & LINDA O'MALLEY WILLAM P. BUTLER THE ARC OF ERIE CO.	50% 25% 25%	614.25 307.13 307.13	83.16
58-02512.000	LOT #183 ST. CLAIR	938.50	LARRY & JANET MINGUS DOUG & JULIE OHELMACHER	50% 50%	469.25 469.25	71.02
SIDEWALK ASSESSMENTS ARE STILL ACRUING AND WILL BE COLLECTED IN ADDITION TO THE YEARLY TAXES.						
58-02056.000	LOT #175 ST. CLAIR	563.50	LARRY & JANET MINGUS	100%	563.50	261.16
SIDEWALK ASSESSMENTS ARE STILL ACRUING AND WILL BE COLLECTED IN ADDITION TO THE YEARLY TAXES.						
56-00687.000	321 E. JEFFERSON	934.00	PERVIS & SANDRA BROWN JR.	50%*	467.00	89.45
59-00792.000	506 PUTNAM	938.50**	BENJAMIN SCHOEWE	100%	538.50	67.88
59-01039.000	620 BROADWAY	463.50	NORMA SHELLEY	100%	463.50	87.66
59-00907.000	1819 MADISON	613.50	JOSEPHINE MCCORMICK	100%	613.50	101.60
TOTAL NEW TAXES GENERATED YEARLY						761.93
TOTAL ASSESSMENTS GENERATED YEARLY						1,500.50

* The City is obtaining two adjoining vacant nonproductive lots located at 319 E. Jefferson St. and 440 Huron Ave. The other 1/2 of 321 E. Jefferson St. will be combined with these two adjoining lots to form one buildable lot. 323 E. Jefferson St. has a narrow lot and there was enough property available to open up a little green space between the neighbors.

** The other adjoining property owner decided that he did not want to obtain 1/2 of this property after the survey of the lot split was obtained and paid for. Since the lot split was not necessary, the property owner will not be charged for that cost. Instead, the cost will be apportioned among the lots in the Land Bank that can be sold for development and will be recouped from the proceeds of the sale pursuant to R.C. 5722.08(A).

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 58-01503.000, LOCATED AT 1432 HARRISON STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF PURCHASE AGREEMENTS WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, this City Commission previously authorized the acquisition of the property located at 1432 Harrison Street, Parcel No. 58-01503.000 by Resolution No. 002-10R, passed on January 11, 2010, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, requests were made by the adjoining property owners, to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owner, The ARC of Erie County, desires to purchase the south east quarter of Parcel No. 58-01503.000, which is more specifically described in Exhibit "C" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "B" with respect thereto (the "Purchase Agreement"); and

WHEREAS, adjoining property owner, William P. Butler, desires to purchase the south west quarter of Parcel No. 58-01503.000, which is more specifically described in Exhibit "E" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "D" with respect thereto (the "Purchase Agreement"); and

WHEREAS, adjoining property owners, Jack H. & Linda A. O'Malley, desire to purchase the north one-half of Parcel No. 58-01503.000, which is more specifically described in Exhibit "G" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "F" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the total cost associated with these purchase and sale agreements are the costs of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transactions and the City will recoup these expenses incurred from the nonrefundable earnest money deposits required to be paid by the Purchasers; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closings; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 58-01503.000, located at 1432 Harrison Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreements providing for the sales, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase prices set forth in the Purchase Agreements, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreements on behalf of the City, substantially in the same forms as attached to this Ordinance, marked Exhibits "B", "D" and "F", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to the Purchase Agreements, the City Manager is also hereby authorized and directed on behalf of the City to execute quit claim deeds conveying the Property to the Purchasers, which quit claim deeds shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were

taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: September 26, 2011

Transferred In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.
FEE: \$ _____
EXEMPT: <input checked="" type="checkbox"/>
R.E. TRANSFER: \$ _____
Thomas J. Paul Erie County Auditor
Trans. Fees: \$ <u>50</u>
Date: <u>2/4/10</u> By: <u>JK</u>

Thomas J. Paul

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

[Signature]
Erie County Engineer

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT TSE Properties, LLC, a California Limited Liability Company, the Grantor, claiming title by or through instrument recorded in RN200806096, Erie County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to it's full satisfaction of the City of Sandusky, Ohio, the Grantee, whose tax mailing address will be 222 Meigs Street, Sandusky, Ohio 44870 does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its heirs and assigns, the following described premises, situated in the City of Sandusky, County of Erie, and State of Ohio:

The South one-half of Lot Number Sixty-Three (63) Harrison Street in said city.

Permanent Parcel No(s): 58-01503.000

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

AND THE SAID Grantor, for itself and its heirs, executors and administrators, hereby covenants with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ___ day of _____ 2011, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and The ARC of Erie County, a Non-profit Corporation, 4405 Galloway Road, #112, Sandusky, Ohio 44870, hereinafter referred to a the "Purchasers".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller, the south east quarter of an unimproved parcel of real property located at 1432 Harrison Street, Erie County Parcel Number 58-01503.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchasers located at 1430 Harrison Street, Erie County Parcel Number 58-01169.000.

2. The total purchase price for the Property is one thousand three hundred and twenty dollars (\$1,320.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchasers shall pay a non-refundable earnest money deposit of three hundred seven dollars and thirteen cents (\$307.13) in cash, certified check or cashier's check made payable to Seller. The

remaining balance of one thousand twelve dollars and eighty seven cents (\$1,012.87) shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of one (1) year according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein. If the Purchaser fails to maintain the Property at anytime and is issued a nuisance violation pursuant to Sandusky Municipal Code Chapter 531, or if the City must maintain the Property in any way within a minimum of one (1) year after the date of this Agreement, this Agreement shall become null and void.

3. The following deed restrictions shall be included on the deed:
 - a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the owner's adjoining building lot in order to form one parcel of real property.
 - b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.
4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than October 31, 2001, or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the Purchaser shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before October 31, 2001, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

DRAFT

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASER:
The ARC of Erie County

Don Roesch
Housing Director

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named Don Roesch, Housing Director, The ARC of Erie County, and acknowledged his execution of the foregoing instrument as said Buyer on behalf of The ARC of Erie County and that the same is his voluntary act and deed as said Buyer on behalf of The ARC of Erie County.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this _____ day of _____, 2011.

Legal Description of a 0.0175-Acre Parcel "B"
For
ERIE COUNTY ASSOCIATION FOR RETARDED
CITIZENS

Situated in the Western Liberties Addition of the Third Ward of the City of Sandusky, Ohio and further being described as:

- 1) COMMENCING at a set 5/8-inch iron pin marking the intersection of the northerly R/W line of Seneca Street and the easterly R/W line of Harrison Street.
- 2) Thence, N 00° 00' 00" E, 44.00 feet, to a set 5/8 inch iron pin marking the POINT OF BEGINNING, the easterly R/W line of Harrison Street, and the northwesterly corner of a parcel of land, now or formerly owned by the Erie County Association for Retarded Citizens, as described in RN 200515979 of the Erie County Recorder's office;
- 3) Thence, N 00° 00' 00" E, 11.00 feet, continuing along the easterly R/W line of Harrison Street to a set 5/8 inch iron pin;
- 4) Thence, N 90° 00' 00" E, 69.50 feet, to a set 5/8 inch iron pin;
- 5) Thence, S 00° 00' 00" W, 11.00 feet, to a set 5/8 inch pin marking the northeasterly corner of the Erie County Association for Retarded Citizens;
- 6) Thence, S ° 90' 00' 00" W, 69.50 feet, to the POINT OF BEGINNING.

Containing in all 0.0175 Acres of land, more or less, subject to all legal highways and easements.

Prior reference(s): RN 201000883

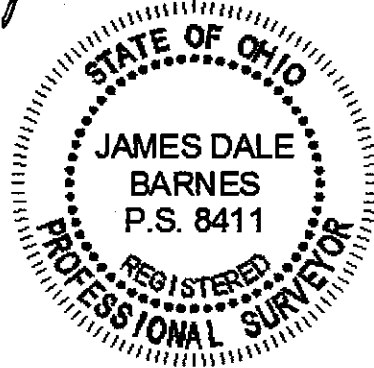
This legal description is based upon an actual field survey performed for the City of Sandusky, by James Dale Barnes, P.S. 8411, of Barnes Surveying in August, 2011.

August 20th, 2011

Job No. 11020

JDB/jdb

James Dale Barnes 8-20-11



APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the Ohio
Administrative Code only. No Field Verifications
for Accuracy made.

David Williams

Erie County Engineer

Date:

9/29/11

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ___ day of _____ 2011, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and William P. Butler, 114 Tiffin Avenue, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, the south west quarter of an unimproved parcel of real property located at 1432 Harrison Street, Erie County Parcel Number 58-01503.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchasers located at 1719 Seneca Street, Erie County Parcel Number 58-02814.000.

2. The total purchase price for the Property is one thousand three hundred and twenty dollars (\$1,320.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of three hundred seven dollars and thirteen cents (\$307.13) in cash, certified check or cashier's check made payable to Seller. The remaining balance of one thousand twelve dollars and eighty seven

cents (\$1,012.87) shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of one (1) year according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein. If the Purchaser fails to maintain the Property at anytime and is issued a nuisance violation pursuant to Sandusky Municipal Code Chapter 531, or if the City must maintain the Property in any way within a minimum of one (1) year after the date of this Agreement, this Agreement shall become null and void.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the owner's adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than October 31, 2012, or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the Purchaser shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before October 31, 2012, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

DRAFT

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASER:

William P. Butler

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2011, before me, a Notary Public in and for said County and State, personally appeared William P. Butler and acknowledged his execution of the foregoing instrument and that the same is his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

Legal Description of a 0.0175-Acre Parcel "C"
For
WILLIAM P. BUTLER

Situated in the Western Liberties Addition of the Third Ward of the City of Sandusky, Ohio and further being described as:

- 1) COMMENCING at a set 5/8-inch iron pin marking the intersection of the northerly R/W line of Seneca Street and the easterly R/W line of Harrison Street.
- 2) Thence, N 00° 00' 00" E, 44.00 feet, to a set 5/8 inch iron pin marking the easterly R/W line of Harrison Street and the northwesterly corner of a parcel of land, now or formerly owned by Erie County Association for Retarded Citizens, as described in RN 200515979 of the Erie County Recorder's office;
- 3) Thence, N 90° 00' 00" E, 69.50 feet, along the northerly line of the ECARC's parcel of land to a set 5/8 inch iron pin marking the northerly corner of a parcel of land, now or formerly owned by WILLIAM P. BUTLER, as described in RN 200711416 of the Erie County Recorder's office, said point also being the POINT OF BEGINNING;
- 4) Thence, N 00° 00' 00" E, 11.00 feet, to a set 5/8 inch iron pin set;
- 5) Thence, N 90° 00' 00" E, 69.50 feet, to a set "X" cut in concrete marking the westerly line of a parcel of land, now or formerly owned by Donald A. and Angela S. Frankart, as described in RN 200905863 of the Erie County Recorder's office;
- 6) Thence, S 00° 00' 00" E, 11.00 feet, along Frankart's parcel of land, to an "X" cut in concrete. Said "X" cut in concrete is also the northeasterly corner of a parcel of land, now or formally owned by William P. Butler, as described in RN 200711416 of the Erie County Recorder's office;

7) Thence, S 90° 00' 00" W, 69.50 feet, along Butler's northerly line, to the POINT OF BEGINNING.

Containing in all 0.0175 Acres of land, more or less, subject to all legal highways and easements.

Prior reference(s): RN 201000883

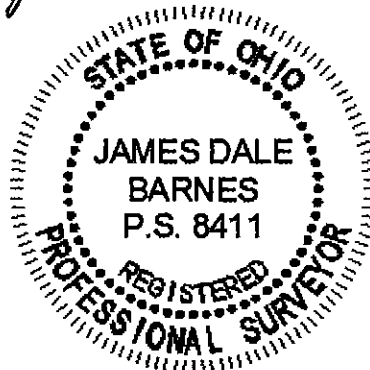
This legal description is based upon an actual field survey performed for the City of Sandusky, by James Dale Barnes, P.S.8411, of Barnes Surveying in August, 2011.

August 20th, 2011

Job No. 11020

JDB/jdb

James Dale Barnes 8-20-11



APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the Ohio
Administrative Code only. No Field Verifications
for Accuracy made.

[Handwritten Signature]

Erie County Engineer

Date:

9/09/11

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ___ day of _____ 2011, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Jack H. & Linda A. O'Malley, 842 Cross Tree Lane, Sandusky, Ohio 44870, hereinafter referred to as the "Purchasers".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller, the north one-half of an unimproved parcel of real property located at 1432 Harrison Street, Erie County Parcel Number 58-01503.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchasers located at 1430 Harrison Street, Erie County Parcel Number 58-01169.000.

2. The total purchase price for the Property is two thousand six hundred and forty dollars (\$2,640.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchasers shall pay a non-refundable earnest money deposit of five hundred one dollar and seventy five cents (\$514.25) in cash, certified check or cashier's check made payable to Seller. The remaining balance

of two thousand twenty five dollars and seventy five cents (\$2,025.75) shall be paid by in-kind service of the Purchasers by mowing and maintaining the Property in a nuisance free condition for a minimum of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein. The Purchasers have maintained the Property for over two (2) years and will be given credit for two (2) years of previous maintenance. The purchase price shall be considered paid in full upon closing.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the owner's adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchasers a quit claim deed conveying marketable record title to the Property to Purchasers free and clear of all liens, delinquent real estate taxes and special assessments. Purchasers shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than October 31, 2001, or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchasers represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the Purchasers shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

9. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchasers has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.

11. In the event that the Purchasers breach this Agreement by not closing this transaction on or before October 31, 2001, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

DRAFT

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASERS:

Jack H. O'Malley

Linda A. O'Malley

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named Jack H. O'Malley and Linda A. O'Malley, who acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this _____ day of _____, 2011.

NOTARY PUBLIC

SELLER:
CITY OF SANDUSKY

Donald C. Icsman
Acting City Manager

STATE OF OHIO)
) ss:
ERIE COUNTY)

On this _____ day of _____, 2010, before me, a Notary Public in and for said County and State, personally appeared Donald C. Icsman, Acting City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

Approved as to Form:

Donald C. Icsman
Ohio Supreme Court #0021435
Law Director
City of Sandusky

Legal Description of a 0.0351-Acre Parcel "A"
For
JACK H. & LINDA A. O'MALLEY

Situated in the Western Liberties Addition of the Third Ward of the City of Sandusky, Ohio and further being described as:

- 1) COMMENCING at a set 5/8-inch iron pin marking the intersection of the northerly R/W of Seneca Street and the easterly R/W line of Harrison Street, said point also marking the southwesterly corner of a parcel of land, now or formerly owned by the Erie County Association for Retarded Persons, as described in Erie County Recorder's office
- 2) Thence, N 00° 00' 00" E, 44.00 feet, along the easterly right of way line of Harrison Street, to a set 5/8 inch iron pin;
- 3) Thence, N 00° 00' 00" E, 11.00 feet, continuing along the easterly right of way line of Harrison Street, to a set 5/8 inch iron pin marking the POINT OF BEGINNING;
- 4) Thence, N 00° 00' 00" E, 11.00 feet, continuing along the easterly right of way line of Harrison Street, to a set 5/8 inch iron pin, and the southwesterly corner of a parcel of land, now or formerly, owned by Jack H. and Linda A. O'Malley's, as described in RN 200304009 of the Erie County Recorder's office.
- 5) Thence, N 90° 00' 00" E, 139.00 feet, along O'Malley's southerly line, to a set 5/8 inch iron pin marking the westerly line of a parcel of land, now or formerly owned by Donald A. and Angela S. Frankart, as described in RN 200905863 of the Erie County Recorder's office
- 6) Thence, S 00° 00' 00" W, 11.00 feet, along Frankart's westerly line, to a set "X" cut in concrete;
- 7) Thence, S 90° 00' 00" W, 139.00 feet, to a set 5/8 inch iron pin marking the easterly R/W line of Harrison Street; passing at 69.50 feet, a set 5/8" iron pin, and being the POINT OF BEGINNING;

Containing in all 0.0351 Acres of land, more or less, subject to all legal highways and easements.

Prior reference(s): RN 201000883

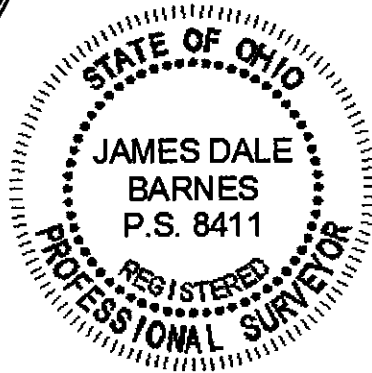
This legal description is based upon an actual field survey performed for the City of Sandusky, by James Dale Barnes, P.S. 8411, of Barnes Surveying in August, 2011.

August 20th, 2011

Job No. 11020

JDB/jdb

James Dale Barnes 8-20-11



*APPROVED as per Erie County requirements
And Sections 4733-37 thru 4733-37-07 of the Ohio
Administrative Code only. No Field Verifications
for Accuracy made.*

Paul Williams

Erie County Engineer

Date:

9/29/11

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 58-02512.000, LOCATED AT LOT #183 ST. CLAIR STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF PURCHASE AGREEMENTS WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, this City Commission previously authorized the acquisition of the property located at Lot #183 St. Clair Street, Parcel No. 58-02512.000 by Resolution No. 035-08R, passed on December 8, 2008, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, requests were made by the adjoining property owners, to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owners, Larry Mingus and Janet Mingus, desire to purchase the south one-half of Parcel No. 58-02512.000, which is more specifically described in Exhibit "C" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "B" with respect thereto (the "Purchase Agreement"); and

WHEREAS, adjoining property owners, Douglas A. Ohlemacher and Julie A. Ohlemacher, desire to purchase the north one-half of Parcel No. 58-02512.000, which is more specifically described in Exhibit "E" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "D" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the total cost associated with these purchase and sale agreements are the costs of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transactions and the City will recoup these expenses incurred from the nonrefundable earnest money deposits required to be paid by the Purchasers; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closings; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 58-02512.000, located at Lot #183 St. Clair Street, Sandusky, more

specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreements providing for the sales, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase prices set forth in the Purchase Agreements, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreements on behalf of the City, substantially in the same forms as attached to this Ordinance, marked Exhibits "B" and "D", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to the Purchase Agreements, the City Manager is also hereby authorized and directed on behalf of the City to execute quit claim deeds conveying the Property to the Purchasers, which quit claim deeds shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: September 26, 2011

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT William H. Waldock and Ara Lou Waldock, husband and wife, the Grantors, claiming title by or through instrument recorded in Deed Volume 491, Page 45, Erie County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to their full satisfaction of City of Sandusky, Ohio, the Grantee, whose tax mailing address will be 222 Meigs Street, Sandusky, Ohio 44870 do:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its heirs and assigns, the following described premises, situated in the City of Sandusky, County of Erie, and State of Ohio:

Being Lot Number One Hundred Eighty-Three (183) St. Clair Street, in Sandusky Business Men's Association Subdivision Number 4, as recorded in Volume 6 of Plats, Page 41, Erie County, Ohio Records.

Permanent Parcel No(s): 58-02512.000

Property Address: Lot 183 on St. Clair Street, Sandusky, Ohio 44870

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

AND THE SAID Grantors, for themselves and their heirs, executors and administrators, hereby covenant with the said Grantee, its heirs and assigns, that said Grantors are the true and lawful owners of said premises, and are well seized of the same in fee simple, and have good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further, that said Grantors will warrant and defend the same against all claims whatsoever except as provided herein.

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ___ day of _____ 2011, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Larry Mingus and Janet Mingus, 2030 Wilson Street, Sandusky, Ohio 44870, hereinafter referred to as the "Purchasers".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller, the south one-half of an unimproved parcel of real property located on St. Clair Street known as Lot #183 St. Clair Street, Erie County Parcel Number 58-02512.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel, hereinafter referred to as the "Property," that is adjacent to and contiguous with real property owned by the Purchasers known as Lot #185 St. Clair Street, Erie County Parcel Number 59-02159.000.

2. The total purchase price for the Property is five thousand two hundred and eighty dollars (\$5,280.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchasers shall pay a non-refundable earnest money deposit of four hundred sixty nine dollars and twenty-five cents (\$469.25) in cash, certified check or cashier's check made payable to Seller. The remaining balance of four thousand eight hundred ten dollars and

seventy five cents (\$4,810.75) shall be paid by in-kind service of the Purchasers by mowing and maintaining the Property in a nuisance free condition for a minimum of four (4) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program. Purchasers have maintained the Property for over four (4) years and will be given credit for four (4 4810.75) years of previous maintenance. The purchase price shall be considered paid in full upon closing.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the owner's adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than October 31, 2011, or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchasers represent that no real estate broker or agent was involved in this transaction and that no brokerage

fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the Purchasers shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

9. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchasers have examined the Property, have had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.

11. In the event that the Purchasers breach this Agreement by not closing this transaction on or before October 31, 2011, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

DRAFT

PURCHASERS:

Larry Mingus

Janet Mingus

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2011, before me, a Notary Public in and for said County and State, personally appeared Larry Mingus and Janet Mingus and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

SELLER:

CITY OF SANDUSKY

Donald C. Icsman
Acting City Manager

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2011, before me, a Notary Public in and for said County and State, personally appeared Donald C. Icsman, Acting City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

Approved as to Form:

Donald C. Icsman
Ohio Supreme Court #0021435
Law Director
City of Sandusky

Legal Description of a 0.0564-Acre Parcel "A"
For
Larry A. and Janet Mingus

Situated in the City of Sandusky, Erie County, Ohio, and being a part of the Sandusky Business Men's Association Subdivision No. 4 in the Third Ward of the City of Sandusky, Ohio and further being described as:

- 1) Commencing at a set 5/8-inch iron pin marking the intersection of the northerly R/W line of Perkins Avenue and the westerly R/W line of St. Clair street;
- 2) Thence, N 00° 00' 00" W, 254.48 feet, to a set 5/8" iron rod marking the POINT OF BEGINNING, said iron pin also marking the northeasterly corner of a parcel of land, now or formerly owned by Larry and Jan Mingus, as described in Deed Volume 545, Page 562 of the Erie County Recorder's office
- 3) Thence, S 90° 00' 00" W, 123.00 feet, along Mingus' northerly line, to a set 5/8 inch iron pin marking Mingus' northwesterly corner of their parcel of land and the easterly R/W of the 10 foot alley;
- 4) Thence, N 00° 00' 00" E, 20.00 feet, along the easterly R/W line of the 10 foot alley, to a found 5/8" iron rod marking the centerline of Lot 183;
- 5) Thence, N 90° 00' 00" E, 123.00 feet, along the centerline of Lot 183, to a found 5/8" iron pin marking the westerly R/W line of St. Clair Street;
- 6) Thence, S 00° 00' 00" W, 20.00 feet, along the westerly R/W line of St. Clair Street, to the POINT OF BEGINNING.

Containing in all 0.0564 Acres of land, more or less, subject to all legal highways and easements.

Prior reference(s): RN 200904398

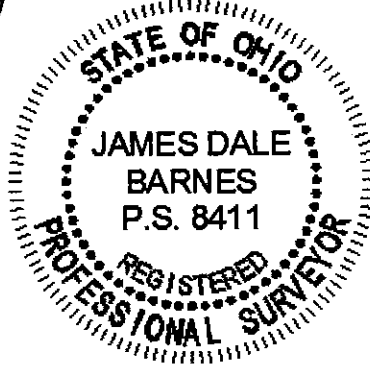
This legal description is based upon an actual field survey performed for the City of Sandusky, by James Dale Barnes, P.S. 8411, of Barnes Surveying in August, 2011.

August 26th, 2011

Job No. 11019

JDB/jdb

James Dale Barnes 8-26-11



Noted as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the Ohio
Administrative Code only. No Field Verifications
for Accuracy made.

David Williams

Erie County Engineer

Date:

9/29/11

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ___ day of _____ 2011, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Douglas A. Ohlemacher and Julie A. Ohlemacher, 2223 St. Clair Street, Sandusky, Ohio 44870, hereinafter referred to as the "Purchasers".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller, the north one-half of an unimproved parcel of real property located on St. Clair Street identified as Lot #183 St. Clair Street, Erie County Parcel Number 58-02512.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchasers located at 2223 St. Clair Street, Erie County Parcel Number 58-02158.000.

2. The total purchase price for the Property is five thousand two hundred and eighty dollars (\$5,280.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchasers shall pay a non-refundable earnest money deposit of four hundred sixty nine dollars and twenty-five cents (\$469.25) in cash, certified check or cashier's check made payable to Seller. The remaining balance of four thousand eight hundred ten dollars and

seventy five cents (\$4,810.75) shall be paid by in-kind service of the Purchasers by mowing and maintaining the Property in a nuisance free condition for a minimum of four (4) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program. Purchasers have maintained the Property for over four (4) years and will be given credit for four (4 4810.75) years of previous maintenance. The purchase price shall be considered paid in full upon closing.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the owner's adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchasers a quit claim deed conveying marketable record title to the Property to Purchasers free and clear of all liens, delinquent real estate taxes and special assessments. Purchasers shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than October 31, 2011, or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchasers represent that no real estate broker or agent was involved in this transaction and that no brokerage

fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the Purchasers shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

9. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchasers have examined the Property, have had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.

11. In the event that the Purchasers breach this Agreement by not closing this transaction on or before October 31, 2011, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

PURCHASERS:

Douglas A. Ohlemacher

Julie A. Ohlemacher

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2011, before me, a Notary Public in and for said County and State, personally appeared Douglas A. and Julie A. Ohlemacher and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

SELLER:

CITY OF SANDUSKY

Donald C. Icsman
Acting City Manager

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2011, before me, a Notary Public in and for said County and State, personally appeared Donald C. Icsman, Acting City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

Approved as to Form:

Donald C. Icsman
Ohio Supreme Court #0021435
Law Director
City of Sandusky

Legal Description of a 0.0564-Acre Parcel "B"
For
Douglas A. and Julie A. Ohlemacher

Situated in the City of Sandusky, Erie County, Ohio, and being a part of the Sandusky Business Men's Association Subdivision No. 4 in the Third Ward of the City of Sandusky, Ohio and further being described as:

- 1) Commencing at a set 5/8-inch iron pin marking the intersection of the northerly R/W line of Perkins Avenue and the westerly R/W line of St. Clair Street.
- 2) Thence, N 00° 00' 00" E, 274.48 feet, to a found 5/8" iron pin marking the POINT OF BEGINNING, said pin also marking the intersection of the centerline of Lot 183 and the westerly R/W line of St. Clair Street;
- 3) Thence, S 90° 00' 00" W, 123.00 feet, to a set 5/8 inch iron pin marking the easterly R/W line of the 10 foot alley;
- 4) Thence, N 00° 00' 00" E, 20.00 feet, along the easterly R/W line of the 10 foot alley, to a set 5/8 inch iron pin marking the southwesterly corner of a parcel of land, now or formerly owned by Douglas A. and Julie A. Ohlemacher, as described in O.R. 160, Page 778 of the Erie County Recorder's office;
- 5) Thence, N 90° 00' 00" E, 123.00 feet, along Ohlemacher's southerly line, to a set 5/8 inch iron pin marking the westerly R/W line of St. Clair.
- 6) Thence, S 00° 00' 00" W, 20.00 feet, along the westerly R/W line of St. Clair, to the POINT OF BEGINNING.

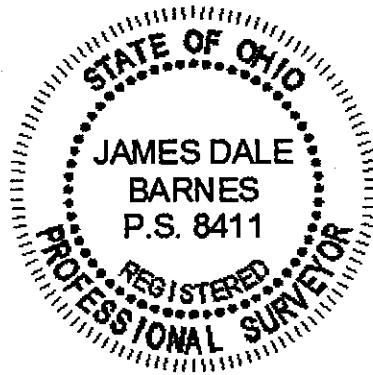
Containing in all 0.0564 Acres of land, more or less, subject to all legal highways and easements.

Prior reference(s): RN 200904398

This legal description is based upon an actual field survey performed for the City of Sandusky, by James Dale Barnes, P.S.8411, of Barnes Surveying in August, 2011.

August 15th, 2011
Job No. 11019
JDB, jdb

James Dale Barnes 8-15-11



APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the Ohio
Administrative Code only. No Field Verifications
for Accuracy made.

[Handwritten Signature]

Erie County Engineer
Date: _____

9/29/11

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 58-02056.000, LOCATED AT LOT #175 ST. CLAIR STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, this City Commission previously authorized the acquisition of the property located at Lot #175 St. Clair Street, Parcel No. 58-02056.000 by Resolution No. 035-08R, passed on December 8, 2008, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, a request was made by the adjoining property owner to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owners, Larry Mingus and Janet Mingus, desire to purchase Parcel No. 58-02056.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposit required to be paid by the Purchasers; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 58-02056.000, located at Lot #175 St. Clair Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchasers of the

Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to the Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchasers, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of

Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: September 26, 2011

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 58-02056.000, LOCATED AT LOT #175 ST. CLAIR STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, this City Commission previously authorized the acquisition of the property located at Lot #175 St. Clair Street, Parcel No. 58-02056.000 by Resolution No. 035-08R, passed on December 8, 2008, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, a request was made by the adjoining property owner to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owners, Larry Mingus and Janet Mingus, desire to purchase Parcel No. 58-02056.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposit required to be paid by the Purchasers; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 58-02056.000, located at Lot #175 St. Clair Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchasers of the

Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to the Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchasers, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of

Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: September 26, 2011

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ___ day of _____ 2011, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Larry Mingus and Janet Mingus, 2030 Wilson Street, Sandusky, Ohio 44870, hereinafter referred to as the "Purchasers".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller, an unimproved parcel of real property located on Putnam Street formerly known Lot #175 St. Clair Street, Erie County Parcel Number 58-02056.000, Sandusky, Ohio, and more fully described in the legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel, hereinafter referred to as the "Property," that is adjacent to and contiguous with real property owned by the Purchasers located at 2215 St. Clair Street, Erie County Parcel Number 58-02056.001.

2. The total purchase price for the Property is sixteen thousand six hundred and ten dollars (\$16,610.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchasers shall pay a non-refundable earnest money deposit of five hundred sixty three dollars and fifty cents (\$563.50) in cash, certified check or cashier's check made payable to Seller. The remaining balance of sixteen thousand six hundred forty six dollars and fifty cents

(\$16,046.50) shall be paid by in-kind service of the Purchasers by mowing and maintaining the Property in a nuisance free condition for a minimum of nine (9) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein. Purchasers have maintained the Property for over nine (9) years and will be given credit for nine (9) years of previous maintenance. The purchase price shall be considered paid in full upon closing.

3. The following deed restrictions shall be included on the deed:
 - a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the owner's adjoining building lot in order to form one parcel of real property.
 - b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.
4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.
5. Seller shall not furnish a title insurance policy.
6. The closing date of this transaction shall be no later than October 31, 2011, or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchasers represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the Purchasers shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

9. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchasers have examined the Property, have had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.

11. In the event that the Purchasers breach this Agreement by not closing this transaction on or before October 31, 2011, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

DRAFT

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASERS:

Larry Mingus

Janet Mingus

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2011, before me, a Notary Public in and for said County and State, personally appeared Larry Mingus and Janet Mingus and acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

SELLER:

CITY OF SANDUSKY

Donald C. Icsman
Acting City Manager

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2011, before me, a Notary Public in and for said County and State, personally appeared Donald C. Icsman, Acting City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

Approved as to Form:

Donald C. Icsman
Ohio Supreme Court #0021435
Law Director
City of Sandusky

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT Ronald L. Voigt, unmarried, the Grantor, claiming title by or through instrument recorded in O.R. Book 319, Page 266, Erie County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to his full satisfaction of **City of Sandusky, Ohio** the Grantee, whose tax mailing address will be 222 Meigs Street, Sandusky, Ohio 44870 does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its heirs and assigns, the following described premises, situated in the City of Sandusky, County of Erie, and State of Ohio:

And being Sublot Number 175 on St. Clair Street in the Sandusky Business Men's Association Subdivision No. 4, as recorded in Plat Volume 6, Page 41, Erie County, Plat Records, excepting therefrom the southerly 10 feet thereof, as appears by said Plat, be the same more or less, but subject to all legal highways.

Permanent Parcel No(s): 58-02056.000

Property Address: Lot 175 St. Clair Street, Sandusky, Ohio 44870

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

AND THE SAID Grantor, for himself and his heirs, executors and administrators, hereby covenants with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

SOUTHERN TITLE OF OHIO LTD.
P.O. BOX 391 • SANDUSKY, OHIO 44870

The Grantor hereunto set his hand the 18th day of May, 2009.

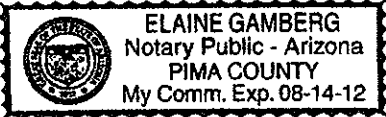
Grantor:

Ronald L. Voigt
RONALD L. VOIGT

STATE OF ARIZONIA)
) **ss.**
PIMA COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **Ronald L. Voigt, unmarried** who acknowledged that he did sign this Warranty Deed and the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Tucson, Arizona the 18th day of May, 2009.

(SEAL) 

Elaine Gamberg
NOTARY PUBLIC

This Instrument Prepared By:

David G. Weilbacher, Attorney
526 Superior Avenue
1525 Leader Building
Cleveland, Ohio 44114

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

[Signature]
Erie County Engineer 5/22/09

Transferred In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.
FEE: \$ _____
EXEMPT: <input checked="" type="checkbox"/>
R.E. TRANSFER: \$ _____
Thomas J. Paul Erie County Auditor
Trans. Fees: \$ <u>50</u>
Date: <u>5/22/09</u> By: <u>[Signature]</u>

Thomas J. Paul

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 56-00687.000, LOCATED AT 321 E. JEFFERSON STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, this City Commission previously authorized the acquisition of the property located at 321 E. Jefferson Street, Parcel No. 56-00687.000 by Resolution No. 002-10R, passed on January 11, 2010, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, a request was made by the adjoining property owner to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owners, Pervis D. and Sandra Brown Jr., desire to purchase the east one-half of Parcel No. 56-00687.000, which is more specifically described in Exhibit "C" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "B" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposit required to be paid by the Purchasers; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 56-00687.000, located at 321 E. Jefferson Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the

sale, pursuant to Section 25 of the Charter of this City, to the Purchasers of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "B", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchasers to purchase the Property pursuant to the Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchasers, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due

authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: September 26, 2011

Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE: \$	_____
EXEMPT:	<input checked="" type="checkbox"/>
R.E. TRANSFER:	_____
\$	_____
Thomas J. Paul Erie County Auditor	
Trans. Fees: \$	150
Date: 4-1-10	By: [Signature]

APPROVED as per Erie County Requirements
And Sections 4733-27 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

[Signature] 4-1-10
Erie County Engineer

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That ALICE R. DRAGE, widowed and not remarried,

the Grantor,

who claims title through a document recorded at Volume 511, Page 444, Erie County, Ohio Records, for valuable consideration received to her full satisfaction of

CITY OF SANDUSKY, OHIO,

the Grantee,

whose Tax Mailing Address will be: 222 Meigs Street
Sandusky, Ohio 44870

does give, grant, bargain, sell, and convey unto the Grantee, its successors, and assigns the following described real estate (herein called the "Premises"):

Situated in the City of Sandusky, County of Erie, and State of Ohio: And known as being the easterly one-half of the westerly one-third (1/3) of Lots Numbers Twenty-Six (26) and Twenty-Eight (28) on Franklin Street, and the westerly sixteen and five tenths (16.5) feet of the southerly twenty-seven and five tenths (27.5) feet of the easterly one-half (1/2) of the westerly one-third (1/3) of Lot Number Twenty-Four (24) on Franklin Street.

Permanent Parcel Number: 56-00687.000

To have and to hold the above-granted and bargained Premises, with the appurtenances thereunto belonging, unto the Grantee, its successors, and assigns, forever. And the Grantor does for herself, her heirs, and assigns covenant with the Grantee, its successors, and assigns that she is well seized of the Premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in the manner and form as

above written; and that the same are free and clear from all encumbrances, whatsoever, except taxes and assessments that are a lien but are not yet due and payable, and except zoning restrictions, easements, restrictions, conditions, and covenants of record; and that she will warrant and defend the Premises with the appurtenances thereunto belonging, unto the Grantee, its successors, and assigns, forever, against all lawful claims and demands whatsoever, except those noted above.

IN WITNESS WHEREOF, the Grantor has set her hand hereto this March 31st, 2010.

Alice R. Drage
Alice R. Drage

STATE OF OHIO)
) SS:
COUNTY OF ERIE)

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named Alice R. Drage, who acknowledged that she signed the foregoing instrument and that the same was her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio this March 31st, 2010.

Diane K. Meyers
Notary Public

This instrument prepared by:
Mark R. Gross
GROSS & GROSS
A Legal Professional Association
231 West Washington Row
Sandusky, Ohio 44870
419.609.5000



DIANE K. MEYERS
Notary Public
State of Ohio
My Commission
Expires 6-4-2012

Southern Title
10-009

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ___ day of _____ 2011, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Pervis D. & Sandra Brown Jr., 1910 Fourth Street, Sandusky, Ohio 44870, hereinafter referred to as the "Purchasers".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller, the east one-half of an unimproved parcel of real property located at 321 E. Jefferson Street, Erie County Parcel Number 56-00687.000, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A" and attached hereto, the legal description of which will be set forth in the deed transferring ownership of said parcel and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchasers located at 323 E. Jefferson Street, Erie County Parcel Number 56-00142.000.

2. The total purchase price for the Property is five thousand six hundred and ninety dollars (\$5,690.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchasers shall pay an earnest money deposit of four hundred and sixty seven dollars (\$467.00) in cash, certified check or cashier's check made payable to Seller. The remaining balance of five

thousand two hundred and twenty three dollars (\$5,223.00) shall be paid by in-kind service of the Purchasers by mowing and maintaining the Property in a nuisance free condition for a minimum of three (3) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein. If the Purchaser fails to maintain the Property at anytime and is issued a nuisance violation pursuant to Sandusky Municipal Code Chapter 531, or if the City must maintain the Property in any way within a minimum of three (3) years after the date of this Agreement, this Agreement shall become null and void. The Purchaser has maintained the Property for over three (3) years and will be given credit for three (3) years of previous maintenance. The purchase price shall be considered paid in full upon closing.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the owner's adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall furnish to Purchasers a quit claim deed conveying to Purchasers all of the Seller's interest in the Property. Purchasers shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than October 31, 2011, or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchasers represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the Purchasers shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

9. Purchasers shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchasers have examined the Property, have had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.

11. In the event that the Purchasers breach this Agreement by not closing this transaction on or before October 31, 2011, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchasers and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

DRAFT

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASERS:

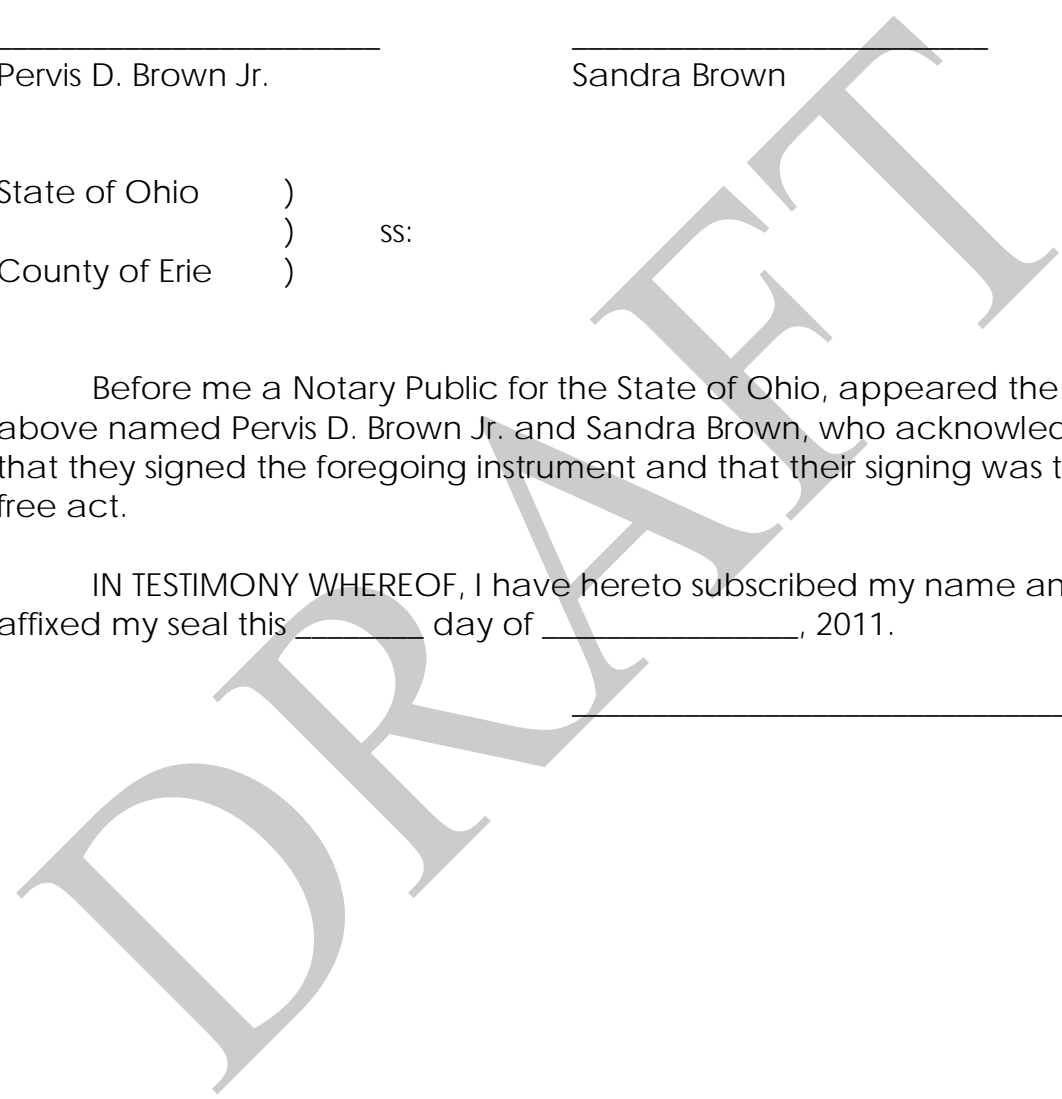
Pervis D. Brown Jr.

Sandra Brown

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named Pervis D. Brown Jr. and Sandra Brown, who acknowledged that they signed the foregoing instrument and that their signing was their free act.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this _____ day of _____, 2011.



SELLER:
CITY OF SANDUSKY

Donald C. Icsman
Acting City Manager

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named Donald C. Icsman, who acknowledged that they signed the foregoing instrument and that their signing was their free act.

IN TESTIMONY WHEREOF, I have hereto subscribed me name and affixed my seal this _____ day of _____, 2011.

Notary Public

Approved as to form:

Donald C. Icsman
Law Director
City of Sandusky

Legal Description of a 0.0500-Acre Parcel "B"
For
Pervis D., Jr. and Sandra Brown

Situated in the First Ward of the City of Sandusky, Ohio and further being described as:

- 1) Commencing at a set 5/8-inch iron pin marking the intersection of the northeasterly R/W line of Huron Avenue and the northwesterly R/W line for E. Jefferson Street;
- 2) Thence, N 65° 00' 00" E, 61.14 feet, to a set 5/8 inch iron pin, said iron pin is also marking the northerly R/W line of E. Jefferson Street, and said pin is also marking the POINT OF BEGINNING; passing at 45.64 feet, a found 1 ½ inch iron pipe marking the southeasterly corner of a parcel of land, now or formerly owned by Shirley Van Wy, as described in O.R. book 140, Page 510 by the Erie County Recorder's office;
- 3) Thence, N 25° 00' 00" W, 132.00 feet, to a set 5/8" iron pin, marking a southwesterly corner of a parcel of land, now or formerly owned by Matthew L. and Kathy L. Swan, as described by RN 200108404 of the Erie County Recorder's office;
- 4) Thence, N 65° 00' 00" E, 16.50 feet, along Swan's parcel of land, to a set 5/8-inch iron pin marking Swan's parcel of land and a parcel of land, now or formerly owned by Pervis D., Jr. and Sandra Brown, as described by RN 200512685 of the Erie County Recorder's office;
- 5) Thence, S 25° 00' 00" E, 132.00 feet, along the westerly line of Brown's parcel of land, to a set 5/8 inch iron pin marking the northerly R/W line of E. Jefferson Street;
- 6) Thence, S 65° 00' 00" W. 16.50 feet, along the northwesterly R/W line of E. Jefferson Street, to the POINT OF BEGINNING.

Containing in all 0.5000 Acres of land, more or less, subject to all legal highways and easements.

Prior reference(s): RN 201002143

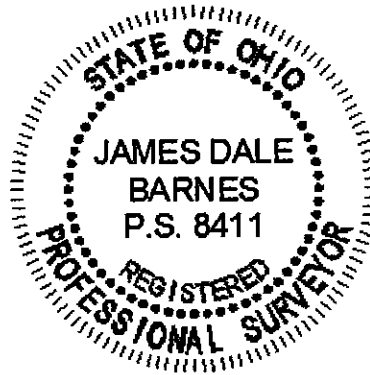
This legal description is based upon an actual field survey performed for the City of Sandusky, by James Dale Barnes, P.S.8411, of Barnes Surveying in August, 2011.

August 28th, 2011

Job No. 11019

JDB/jdb

James Dale Barnes 8-28-11



APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the Ohio
Administrative Code only. No Field Verifications
for Accuracy made.

[Handwritten Signature]

Erie County Engineer

Date: 9/29/11

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-00792.000, LOCATED AT 506 PUTNAM STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF PURCHASE AGREEMENTS WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, this City Commission previously authorized the acquisition of the property located at 506 Putnam Street, Parcel No. 59-00792.000 by Resolution No. 035-08R, passed on December 8, 2008, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, requests were made by the adjoining property owners, to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owner, Benjamin J. Schoewe, desires to purchase Parcel No. 59-00792.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and the City will recoup the majority of the expenses incurred from the nonrefundable earnest money deposit required to be paid by the Purchaser and in part from the distribution of proceeds from the sale of Land Bank property sold for development pursuant to R.C. 5722.08(A); and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 59-00792.000, located at 506 Putnam Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the

sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to the Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due

authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: September 26, 2011

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ___ day of _____ 2011, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Benjamin J. Schoewe, 504 Putnam Street, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, an unimproved parcel of real property located at 506 Putnam Street, Erie County Parcel Number 59-00792.000, Sandusky, Ohio, and more fully described in the legal description of the deed marked Exhibit "A", attached hereto and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 504 Putnam Street, Erie County Parcel Number 59-01050.000.

2. The total purchase price for the Property is four thousand three hundred dollars (\$4,300.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of five hundred thirty eight dollars and fifty cents (\$538.50) in cash, certified check or cashier's check made payable to Seller. The remaining balance of three thousand seven hundred sixty one dollars and fifty cents (\$3,761.50) shall be paid by in-kind service of the Purchaser by mowing

and maintaining the Property in a nuisance free condition for a minimum of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein. The Purchaser has maintained the Property for two (2) years and will be given credit for two (2) years of previous maintenance. The purchase price shall be considered paid in full upon closing.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the owner's adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than October 31, 2012 or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage

fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the Purchaser shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before October 31, 2012, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASER:

Benjamin J. Schoewe

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2011, before me, a Notary Public in and for said County and State, personally appeared Benjamin J. Schoewe and acknowledged his execution of the foregoing instrument and that the same is his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

SELLER:

CITY OF SANDUSKY

Donald C. Icsman
Acting City Manager

State of Ohio)
) ss:
County of Erie)

On this _____ day of _____, 2011, before me, a Notary Public in and for said County and State, personally appeared Donald C. Icsman, Acting City Manager of the City of Sandusky, Ohio, and acknowledged his execution of the foregoing instrument as said officer of said City on behalf of said City and by its authority and that the same is his voluntary act and deed as said officer on behalf of said City and the voluntary act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

NOTARY PUBLIC

Approved as to Form:

Donald C. Icsman
Ohio Supreme Court #0021435
Law Director
City of Sandusky

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT **Katherine J. Monak, nka Katherine J. Meggitt, unmarried**, the Grantor, claiming title by or through instrument recorded in Deed Volume 361, Page 261, Erie County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to her full satisfaction of **City of Sandusky, Ohio**, the Grantee, whose tax mailing address will be 222 Meigs Street, Sandusky, Ohio 44870 does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its heirs and assigns, the following described premises, situated in the City of Sandusky, County of Erie, and State of Ohio:

The south twenty and forty-six hundredths (20.46) feet of the west ninety-one (91) feet of Lot Number Fifty-Seven (57) on Putnam Street, and the north twelve and fifty-four hundredths (12.54) feet of the west ninety-one (91) feet of Lot Number Fifty-Five (55) on Putnam Street, all in Western Liberties Addition, in the City of Sandusky, Erie County, Ohio.

Permanent Parcel No(s): 59-00792.000
Property Address: 506 Putnam Street, Sandusky, Ohio 44870

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

AND THE SAID Grantor, for herself and her heirs, executors and administrators, hereby covenants with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not

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09-0603

then due and payable, and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

The Grantor hereunto set her hand the 15th day of May, 2009.

Grantor:

Katherine J. Meggitt
KATHERINE J. MEGGITT

STATE OF OHIO)
) ss.
ERIE COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **Katherine J. Meggitt, unmarried** who acknowledged that she did sign this Warranty Deed and the same is her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio the 15th day of May, 2009.

(SEAL)

[Signature]
NOTARY PUBLIC

This Instrument Prepared By:

David G. Weilbacher, Attorney
526 Superior Avenue
1525 Leader Building
Cleveland, Ohio 44114



M. SAMUEL SCHMENK
Notary Public
State of Ohio
My Commission
Expires 10/15/2012

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

[Signature]
Erie County Engineer
2
5/18/09

Transferred In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.
FEE: \$ _____
EXEMPT: <input checked="" type="checkbox"/>
R.E. TRANSFER: \$ _____
Thomas J. Paul Erie County Auditor
Trans. Fees: \$ 1.00
Date: 5/18/09 By: <u>[Signature]</u>

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT **Katherine J. Monak, nka Katherine J. Meggitt, unmarried**, the Grantor, claiming title by or through instrument recorded in Deed Volume 361, Page 261, Erie County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to her full satisfaction of **City of Sandusky, Ohio**, the Grantee, whose tax mailing address will be 222 Meigs Street, Sandusky, Ohio 44870 does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its heirs and assigns, the following described premises, situated in the City of Sandusky, County of Erie, and State of Ohio:

The south twenty and forty-six hundredths (20.46) feet of the west ninety-one (91) feet of Lot Number Fifty-Seven (57) on Putnam Street, and the north twelve and fifty-four hundredths (12.54) feet of the west ninety-one (91) feet of Lot Number Fifty-Five (55) on Putnam Street, all in Western Liberties Addition, in the City of Sandusky, Erie County, Ohio.

Permanent Parcel No(s): 59-00792.000
Property Address: 506 Putnam Street, Sandusky, Ohio 44870

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

AND THE SAID Grantor, for herself and her heirs, executors and administrators, hereby covenants with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not

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09-0603

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-01039.000, LOCATED AT 620 BROADWAY STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, this City Commission previously authorized the acquisition of the property located at 620 Broadway Street, Parcel No. 59-01039.000 by Resolution No. 035-08R, passed on December 8, 2008, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, a request was made by the adjoining property owner to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owner, Norma J. Shelley, desires to purchase Parcel No. 59-01039.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposit required to be paid by the Purchaser; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 59-01039.000, located at 620 Broadway Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property

at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to the Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of

Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: September 26, 2011

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ___ day of _____ 2011, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Norma J. Shelley, 215 E. Shoreline Drive, Apt. 206, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, an unimproved parcel of real property located at 620 Broadway Street, Erie County Parcel Number 59-01039.000, Sandusky, Ohio, and more fully described in the legal description of the deed marked Exhibit "A", attached hereto and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 616 Broadway Street, Erie County Parcel Number 59-00051.000.

2. The total purchase price for the Property is five thousand five hundred and eighty dollars (\$5,580.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of four hundred sixty three dollars and fifty cents (\$463.50) in cash, certified check or cashier's check made payable to Seller. The remaining balance of five thousand one hundred and sixteen dollars and fifty cents (\$5,116.50) shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum

of three (3) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein. The Purchaser has maintained the Property for over three (3) years and will be given credit for three (3) years of previous maintenance. The purchase price shall be considered paid in full upon closing.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the owner's adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than October 31, 2001, or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage

fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the Purchaser shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before October 31, 2011, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASER:

Norma J. Shelley

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named Norma J. Shelley, who acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this _____ day of _____, 2011.

NOTARY PUBLIC

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT Richard T. Scheel, unmarried, the Grantor, claiming title by or through instrument recorded in Deed Volume 419, Page 349, Erie County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to his full satisfaction of **The City of Sandusky, Ohio,** the Grantee, whose tax mailing address will be 222 Meigs Street, Sandusky, Ohio 44870 does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its heirs and assigns, the following described premises, situated in the City of Sandusky, County of Erie, and State of Ohio:

Sublot Number Five (5) on Broadway in Albert Schwehr's Resubdivision in the City of Sandusky, Erie County, Ohio as per plat recorded in Volume 6 of Plats, Page 36, Erie County, Ohio Records.

Permanent Parcel No(s): 59-01039.000
Property Address: Broadway Street, Sandusky, Ohio 44870

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

AND THE SAID Grantor, for himself and his heirs, executors and administrators, hereby covenants with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

SOUTHERN TITLE OF OHIO LTD.
P.O. BOX 391 • SANDUSKY, OHIO 44870

09-053

The Grantor hereunto set his hand the 24 day of June, 2009.

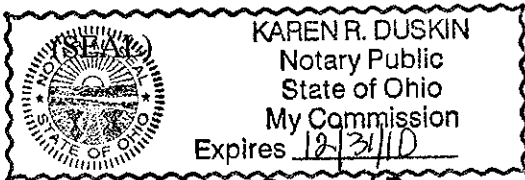
Grantor:

Richard T. Scheel
RICHARD T. SCHEEL

STATE OF OHIO)
) ss.
ERIE COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **Richard T. Scheel, unmarried** who acknowledged that he did sign this Warranty Deed and the same is his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio the 24 day of June, 2009.



Karen R. Duskin
NOTARY PUBLIC

This Instrument Prepared By:

David G. Weilbacher, Attorney
526 Superior Avenue
1525 Leader Building
Cleveland, Ohio 44114

APPROVED as per Erie County Requirements
And Sections 4733-37 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

[Signature]
Erie County Engineer 6/29/09

Transferred	
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.	
FEE: \$	_____
EXEMPT:	<input checked="" type="checkbox"/>
R.E. TRANSFER:	_____
\$	_____
Thomas J. Paul Erie County Auditor	
Trans. Fees. \$	<u>50</u>
Date <u>6/29/09</u>	By: <u>[Signature]</u>

Thomas J. Paul

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM IDENTIFIED AS PARCEL NO. 59-00907.000, LOCATED AT 1819 E. MADISON STREET, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, this City Commission previously authorized the acquisition of the property located at 1819 E. Madison Street, Parcel No. 59-00907.000 by Resolution No. 035-08R, passed on December 8, 2008, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, a request was made by the adjoining property owner to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owner, Josephine M. McCormick, desires to purchase Parcel No. 59-00907.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title examination, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposit required to be paid by the Purchaser; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds, determines and declares that the Property, Parcel No. 59-00907.000, located at 1819 E. Madison Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this City, to the Purchaser of the Property

at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to the Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of

Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: September 26, 2011

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this ___ day of _____ 2011, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Josephine M. McCormick, 1817 E. Madison Street, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser".

WITNESSETH:

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, an unimproved parcel of real property located at 1819 E. Madison Street, Erie County Parcel Number 59-00907.000, Sandusky, Ohio, and more fully described in the legal description of the deed marked Exhibit "A", attached hereto and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property that is owned by the Purchaser located at 1817 E. Madison Street, Erie County Parcel Number 59-00711.000.

2. The total purchase price for the Property is six thousand four hundred and fifty dollars (\$6,450.00), which is not less than the fair market value as determined by the appraised valuation of the Erie County Auditor. Purchaser shall pay a non-refundable earnest money deposit of six hundred thirteen dollars and fifty cents (\$613.50) in cash, certified check or cashier's check made payable to Seller. The remaining balance of five thousand eight hundred and thirty six dollars and fifty cents (\$5,836.50) shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum

of four (4) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as Exhibit B and specifically incorporated herein. The Purchaser has maintained the Property for over four (4) years and will be given credit for four (4) years of previous maintenance. The purchase price shall be considered paid in full upon closing.

3. The following deed restrictions shall be included on the deed:

a) This parcel is not a building lot and is conveyed to an adjoining owner of a building lot pursuant to Sandusky Municipal Code Section 1177.01(31)(A). This parcel shall not be conveyed separate and apart from the adjoining building lot and before such conveyance, this parcel shall be combined with the owner's adjoining building lot in order to form one parcel of real property.

b) Construction of additional separate dwelling units shall be prohibited. Construction shall be limited to ancillary facilities or building additions made to existing structures.

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than October 31, 2011, or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage

fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the Purchaser shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase Agreement and that there have been no representations by the Seller as to the condition of the Property.

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before October 31, 2011, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASER:

Josephine M. McCormick

State of Ohio)
) ss:
County of Erie)

Before me a Notary Public for the State of Ohio, appeared the above named Josephine M. McCormick, who acknowledged their execution of the foregoing instrument and that the same is their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this _____ day of _____, 2011.

NOTARY PUBLIC

Transferred In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.
FEE: \$ _____
EXEMPT: _____
R.E. TRANSFER: _____
\$ _____
Thomas J. Paul Erie County Auditor
Trans. Fees: \$ <u>1.00</u>
Date: <u>1/18/11</u> By: <u>JP</u>

Thomas J. Paul

APPROVED as per Erie County Requirements
And sections 4733-37 thru 4733-37-07 of the
Ohio Administrative Code only. No Field
Verifications for Accuracy made.

[Signature]
Erie County Engineer

Warranty Deed

KNOW ALL MEN BY THESE PRESENTS THAT Jack Huber, unmarried, the Grantor, claiming title by or through instrument recorded in Deed Volume 526, Page 368, Erie County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to his full satisfaction of City of Sandusky, Ohio, a municipal corporation, the Grantee, whose tax mailing address will be 222 Meigs Street, Sandusky, Ohio 44870 does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its heirs and assigns, the following described premises, situated in the City of Sandusky, County of Erie, and State of Ohio:

Being the east one-half (1/2) of Lot Number Fourteen (14) and the West 11.475 feet of Lot Number Thirteen (13) on Madison Street in Western Liberties Addition.

Permanent Parcel No(s): 59-00907.000
Property Address: 1819 Madison Street, Sandusky, Ohio 44870

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate heirs and assigns forever.

AND THE SAID Grantor, for himself and his heirs, executors and administrators, hereby covenants with the said Grantee, its heirs and assigns, that said Grantor is the true and lawful owner of said premises, and is well seized of the same in fee simple, and has good right and full power to bargain, sell and convey the same in the manner aforesaid, and that the same are free and clear from all encumbrances, except zoning ordinances, easements, reservations, conditions and restrictions of record, if any, and real estate taxes and assessments, general and special, which are a lien at the time of transfer, but which are not then due and payable, and further, that said Grantor will warrant and defend the same against all claims whatsoever except as provided herein.

The Grantor hereunto set his hand the 12 day of January, 2011.

Grantor:

Jack Huber
JACK HUBER

STATE OF OHIO)
) ss.
ERIE COUNTY)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED AND EXECUTED BEFORE ME, on the 12 day of January, 2011 by the above named Grantor.

(SEAL)

Shelley Beal
NOTARY PUBLIC

This Instrument Prepared By:
DAVID G. WEILBACHER, Esq.
1525 Leader Building
526 Superior Avenue
Cleveland, Ohio 44114



Shelley Beal
Notary Public, State of Ohio
My Commission Expires 11-20-2013

SOUTHERN TITLE OF OHIO LTD.

09.056



**DEPARTMENT OF FINANCE
HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR**

222 Meigs Street
Sandusky, Ohio 44870
Phone (419) 627-5888
Fax (419) 627-5892

TO: City Commission
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: September 13, 2011
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

Ohio Rev. Code Section 5705.34 requires each taxing authority to pass an ordinance or resolution to authorize the necessary tax levies. Each such authority is to certify the levies to the county auditor before October 1st.

I am requesting a resolution accepting the amounts and rates as determined by the Erie County Budget Commission; authorizing the necessary tax levies and certifying them to the Erie County Auditor.

BUDGETARY INFORMATION:

The City is required to accept the tax rates as determined by the Erie County Budget Commission before October 1, 2011. This approval establishes funding for 2012. The total amount for 2012 is 2.5% (or \$65,219) lower than the total amount certified for 2011. The prior year resolution was passed by City Commission on September 27, 2010 (Resolution No. 033-10R).

ACTION REQUESTED:

It is recommended that the resolution be approved in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is because the deadline for approval is October 1, 2011.

CC: Donald C. Icsman, Interim City Manager/Law Director

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY
THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR**

(City Commission)

Revised Code Secs. 5705.34, 5705.35

The City Commission of **Sandusky**, Erie County, Ohio met in _____
session on the _____ day of _____, 2011 at the office of _____
with the following members present:

- M _____
- M _____
- M _____
- M _____
- M _____
- M _____
- M _____

RECEIVED
SANDUSKY FINANCE DEPT
2011 SEP 12 AM 9:38

M _____ moved the adoption of the following resolution:

RESOLVED, by the City Commission of **Sandusky**, Erie County, Ohio,
in accordance with the provisions of law has previously adopted a tax budget for the next
succeeding fiscal year commencing on January 1st, 2012; and

WHEREAS, The Budget Commission of Erie County, Ohio has certified its action thereon
to this Board together with an estimate by the County Auditor of the rate of each tax necessary
to be levied by this Board, and what part thereof is without, and what part within the ten-mill tax
limitation; therefore be it

RESOLVED, by the City Commission of **Sandusky**, Erie County, Ohio that the
amounts and rates as determined by the Budget Commission in its certification,
be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of
each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED
BY THE BUDGET COMMISSION, AND THE COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount to be derived from levies outside 10 mill limit	Approved by Budget Commission inside 10 mill limit	County Auditor's Estimate of Tax rate to be levied	
			inside 10 mill limit	Outside 10 mill limit
	Column II	Column IV	V	VI
General Fund		1,780,740	3.65	
Police Pension		156,405	0.30	
Fire Pension		156,405	0.30	
Library - Bond	487,874			0.70
Fund				
Fund				
Fund				
Fund				
Fund				
TOTAL	487,874	2,093,550	4.25	0.70

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate	County Auditor's Estimate of yield of levy (Carry to schedule A, Column II)
GENERAL FUND:		
Current expense levy authorized by voters on _____ 19 for not to exceed _____ years.		
Current expense levy authorized by voters on _____ 19 for not to exceed _____ years.		
Current expense levy authorized by voters on _____ 19 for not to exceed _____ years.		
Current expense levy authorized by voters on _____ 19 for not to exceed _____ years.		
Current expense levy authorized by voters on _____ 19 for not to exceed _____ years.		
Total General Fund outside 10 mill limitation:		

SCHEDULE B (continued)
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate	County Auditor's Estimate of yield of levy (Carry to schedule A, Column II)
Library bond issue authorized by voters on ___ November 3, 1998. and continuing through tax year 2022.	0.70	487,874
Current expense levy authorized by voters on ___ November 2, 1999. for not to exceed _____ years.		
Current expense levy authorized by voters on May 8, 2001. for not to exceed _____ years.		
Current expense levy authorized by voters on _____ 19 for not to exceed _____ years.		
Current expense levy authorized by voters on _____ 19 for not to exceed _____ years.		

and be it further

RESOLVED, That the Clerk of this Commission be, and is hereby directed to certify a copy of this resolution to the County Auditor of said County.

M _____ seconded the Resolution and the roll being called upon its adoption of the vote resulted as follows:

M _____ , _____

M _____ , _____

M _____ , _____

M _____ , _____

M _____ , _____

M _____ , _____

M _____ , _____

Adopted this _____ day of _____ 2011.

ATTEST:

 Clerk of the Commission of
City of Sandusky
Erie County, OHIO

CERTIFICATE TO COPY

ORIGINAL ON FILE

The State of Ohio, Erie County, ss

I, _____, Clerk of the City Commission of
Sandusky, in said County, and in whose custody the files and records of said Board
are required by the laws of the State of Ohio to be kept, do hereby certify that the foregoing
is taken and copied from the original _____

now on file, that the foregoing has been compared by me with said original document, and that
the same is a true and correct copy thereof.

Witness my signature, this _____ day of _____, 2011.

Clerk of the City Commission of

Sandusky
Erie County, Ohio

A copy of this resolution must be certified to the County Auditor before the first day of October in each year,
or at such later date as may be approved by the Board of Tax Appeals.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE ERIE COUNTY BUDGET COMMISSION; AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Erie County Budget Commission has certified its action regarding the amounts and rates and necessary tax levies to this Commission together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Commission and what part thereof is outside of and what part is within the ten-mill limitation; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to meet the statutory deadline of October 1, 2011, for approval as required by O.R.C. §5705.34; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Finance Department of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this Resolution be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission approves the amounts and rates as determined by the Budget Commission in its certification to this Commission.

Section 2. There be and hereby is levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten-mill limitation as set forth below:

SCHEDULE A:

AMOUNTS APPROVED BY THE BUDGET COMMISSION
INSIDE 10-MILL LIMITATION

		<u>INSIDE 10-MILL</u>
General Fund	\$1,780,740.00	3.65
Police Pension Fund	\$ 156,405.00	.30
Fire Pension Fund	\$ 156,405.00	.30
<u>TOTAL</u>	<u>\$2,093,550.00</u>	<u>4.25</u>

SCHEDULE B:

AMOUNTS TO BE DERIVED FROM LEVIES
OUTSIDE 10-MILL LIMITATION

		OUTSIDE 10-MILL
Library - Bond Fund	\$487,874.00	0.70
TOTAL	\$487,874.00	0.70

Section 3. The Clerk of the City Commission be and is hereby directed to certify a copy of this Resolution to the Erie County Auditor.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereof, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter from and after its adoption and due authentication by the President and the Clerk of the City Commission.

 DANIEL J. KAMAN
 PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
 KELLY L. KRESSER
 CLERK OF THE CITY COMMISSION

Passed: September 26, 2011



**DEPARTMENT OF FINANCE
HANK S. SOLOWIEJ, CPA, FINANCE DIRECTOR**

222 Meigs Street
Sandusky, Ohio 44870
Phone (419) 627-5888
Fax (419) 627-5892

TO: City Commission
FROM: Hank S. Solowiej, CPA, Finance Director
DATE: September 14, 2011
RE: Commission Agenda Item

ITEM FOR CONSIDERATION:

It is requested that an Ordinance be approved authorizing payment to Software Solutions Incorporated of Lebanon, Ohio, for the annual support fee for the period November 1, 2011 through October 31, 2012. The City uses this software for utility billing and financial management. The City has used Software Solutions Incorporated since 1995.

BUDGETARY INFORMATION:

The total cost for the annual support fee is \$11,019.53. Of this amount, \$5,509.77 will be paid by the General Fund, \$2,754.88 by the Water Fund, and \$2,754.88 by the Sewer Fund. The prior year ordinance was passed by City Commission on October 25, 2010 (Ordinance No 10-113) that covered the period November 1, 2010 through October 31, 2011.

ACTION REQUESTED:

It is requested that legislation be approved authorizing payment in the amount of \$11,019.53 to Software Solutions Incorporated, for the annual support fee for the period November 1, 2011 through October 31, 2012 in accordance with Section 14 of the City Charter under suspension of the rules. The need for immediate action is because the payment due date is October 31, 2011.

CC: Donald C. Icsman, Interim City Manager/Law Director



Software Solutions

Personal Attention. Public Solutions.

September 12, 2011

City of Sandusky
Mr. Hank Solowiej
222 Meigs Street
Sandusky, OH 44870

Dear Hank,

One of the most important things you can do to protect your software investment, is to renew your annual Software Support contract. Our records indicate your current contract renews on November 1, 2011. You are currently on the **Silver** level of Support. To continue at that level your cost for the coming year would be \$11,019.53. This price does reflect the discount you received for entering your Support calls via the Internet. Enclosed you will find information on this plan.

Your support plan will cover the following software modules:

Financial Management	Payroll
Utility Billing	Work Orders
Central Cash	Asset Management
Crystal Reports with ODBC	

Other support options you might want to consider include:

Report Service Subscriptions - this option provides report writing services through Crystal Reports. With this plan you will receive 6 credits to use towards report writing services during your plan year.

Network Support - which is designed to assist customers without a full time network administrator with the routine tasks associated with administering a network. This includes things like creating new users, changing security, and assisting with backup and restore issues.

If you wish to remain on your current plan, no action is required, you will receive an invoice in a couple of weeks. If you have any questions or concerns about your support contract, or would like to make changes to the existing contract, please feel free to contact me.

Sincerely,

Deedra Wetherholt
Vice President of Operations

Enclosures

RECEIVED
SANDUSKY
2011 SEP 14 AM 11:26

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO SOFTWARE SOLUTIONS INCORPORATED OF LEBANON, OHIO FOR THE ANNUAL SOFTWARE SUPPORT FEE FOR THE PERIOD 11/1/2011 THROUGH 10/31/2012; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City has used the software from Software Solutions Incorporated since 1995 for utility billing and financial management; and

WHEREAS, this annual software support fee includes technical support, software updates and on-line training; and

WHEREAS, the cost for the annual software support fee for the period 11/1/2011 through 10/31/2012 is \$11,019.53 of which \$5,509.77 will be paid with General Funds, \$2,754.88 will be paid with Water Funds and \$2,754.88 will be paid with Sewer Funds; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to allow payment to be made to Software Solutions Incorporated by the payment due date of October 31, 2011; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Finance Department of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Software Solutions Incorporated of Lebanon, Ohio in an amount not to exceed Eleven Thousand Nineteen and 53/100 Dollars (\$11,019.53) for the annual software support fee for the period 11/1/2011 through 10/31/2012.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: September 26, 2011



DEPARTMENT OF PLANNING, ENGINEERING & DEVELOPMENT

TODD J ROTH, P.E., P.S.

222 Meigs Street
Sandusky, Ohio 44870
Phone 419/627-5829
Fax 419/627-5933
troth@ci.sandusky.oh.us

To: Donald C. Icsman, Acting City Manager
From: Jane E. Cullen, Engineering Technician
Date: September 14, 2011
Subject: Commission Agenda Item

Item for Consideration: Ordinance awarding a contract to Mar-King Construction, Inc., Norwalk, Ohio, for the 2011 State Route Pavement Marking Project.

The following four (4) bids were received on September 6, 2011:

Mar-King Construction, Inc. Bid: \$28,198.19
Norwalk, OH

A&A Safety, Inc. Bid: \$29,982.23
Amelia, OH

Zimmerman Paint Contractors, Co. Bid: \$31,034.60
Fremont, OH

Oglesby Construction, Inc Bid: \$35,626.65
Norwalk, OH

This project will involve the placing of paint pavement markings on approximately 8 miles of state routes within the City of Sandusky's Corporate Limits. Center lines, edge lines, channelizing lines, stop lines, crosswalk lines, transverse lines, lane arrows, and word on pavement "ONLY", are all included in the project. The portions of the state routes that are included in this project:

STREET

U. S. 250 (Milan Rd.)
S. R. 6 (Cleveland Rd.)
S. R. 101 (Tiffin Ave.)

FROM

Cleveland Rd.
Sycamore line
Shelby St.

TO

Perkins Ave.
Corp. Limits
Corp. Limits

Budgetary Information: The cost of the project based on bids, including engineering, inspection, advertising and miscellaneous costs is \$29,609.00 to be paid with State Highway Funds.

Action Requested: It is requested that the Ordinance awarding the construction contract to Mar-King Construction, Norwalk, Ohio in the amount of \$28,198.19 be approved and that it be passed in full accordance with Section 14 of the City Charter in order to proceed with executing the contract and completing the project before the end of the fall construction season.

Jane E. Cullen, P.E.

I concur with this recommendation:

Donald C. Icsman,
Acting City Manager

Todd J Roth, P.E., P.S.
Director of PED

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH MAR-KING CONSTRUCTION, INC., OF NORWALK, OHIO, FOR THE 2011 STATE ROUTE PAVEMENT MARKING PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission declared the necessity to proceed with the proposed 2011 State Route Pavement Marking Project by Resolution No. 029-11R, passed on August 8, 2011; and

WHEREAS, the 2011 State Route Pavement Marking Project will provide for the layout placing of paint pavement markings on approximately 8 miles of States routes within the City of Sandusky's Corporate Limits, and includes center lines, edge lines, channelizing lines, stop lines, crosswalk lines, transverse lines, lane arrows, and word "ONLY" on pavement for portions of the following state routes:

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
U.S. 250 (Milan Road)	Cleveland Road	Perkins Avenue
S.R. 6 (Cleveland Road)	Sycamore Line	Corporate Limits
S.R. 101 (Tiffin Avenue)	Shelby Street	Corporate Limits

WHEREAS, upon public competitive bidding as required by law four (4) appropriate bids were received and the bid from Mar-King Construction, Inc., of Norwalk, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total project cost based on bids, including engineering, inspection, advertising and miscellaneous expenses is \$29,609.00 and will be paid with State Highway Funds; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to proceed with executing the contract and complete the project before the end of the Fall construction season; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Engineering of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a contract with Mar-King Construction, Inc., of Norwalk, Ohio, for the 2011 State Route Pavement Marking Project in an amount not to exceed Twenty Eight Thousand One Hundred Ninety Eight and 19/100 Dollars (\$28,198.19) consistent with the bid submitted by Mar-King Construction, Inc., of Norwalk, Ohio, currently on file in the office of the Director of Planning, Engineering and Development.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction,

such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST:

KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: September 26, 2011

TO: Donald C. Icsman, Acting City Manager
FROM: Thomas Schwan, Transit Administrator
DATE: September 14, 2011
SUBJECT: FY 2012 Sandusky Transit System Grant Application for Ohio Urban Transit Grant Program Funds

ITEM FOR CONSIDERATION: Request for Resolution of Authorization to file an application with the Ohio Department of Transportation for the FY 2012 Ohio Urban Transit Grant Program (OUTGP) and upon approval for the City Manager to execute any grant or agreement as awarded.

BACKGROUND INFORMATION: The City of Sandusky is required to pass a resolution annually to complete applications with the Ohio Department of Transportation for the OUTGP funding.

The City's OUTGP allocation for FY 2012 is \$154,424 based on information provided by the Office of Public Transit, Ohio Department of Transportation. The submission deadline for this grant application is October 3, 2011.

BUDGET IMPACT: The state grants have a significant impact on the transit system's budget, as they comprise approximately 10% of the total operating budget. These funds are also used as matching funds, which allows the City to draw down its funds from the U. S. Department of Transportation for the Federal Transit Grant. Without this state funding, service would have to be restructured or reduced.

ACTION REQUESTED: Resolution authorizing the filing of an application with the Ohio Department of Transportation for the Ohio Urban Transit Grant Program and, upon approval, for the City Manager to execute any grant or agreement as awarded. It is further requested that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to meet the Ohio Department of Transportation's grant application deadline of October 3, 2011.

Thomas Schwan, Transit Administrator

I concur with this recommendation:

Donald C. Icsman,
Acting City Manager

Todd J Roth, P.E., P.S.
Director of PED

cc: Kelly Kresser, Clerk of City Commission
Hank Solowiej, Finance Director

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE FY 2012 OHIO URBAN TRANSIT GRANT PROGRAM (OUTGP) FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the State of Ohio, Department of Transportation, has made funds available through its FY 2012 programs to assist public transportation systems in Ohio; and

WHEREAS, the Sandusky Transit System is the transit operator for the City of Sandusky and is presently providing transit service and observing all Federal and State rules regarding these programs and is required to submit a Resolution annually with its application in order for funds to be granted; and

WHEREAS, the Ohio Department of Transportation has allocated \$154,424.00 in Ohio Urban Transit Grant Program funds for FY 2012 to the City of Sandusky for the Sandusky Transit System; and

WHEREAS, this legislation should be passed under suspension of the rules as an emergency measure in accordance with accordance with Section 14 of the City Charter in order to file the application with the Ohio Department of Transportation by the submission deadline of October 3, 2011, for the Ohio Urban Transit Grant Program; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Sandusky Transit System of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is hereby authorized to execute and file an application on behalf of the City of Sandusky with the Ohio Department of Transportation for the FY 2012 Ohio Urban Transit Grant Program for the Sandusky Transit System and to execute any contracts or agreements on behalf of the City.

Section 2. The City Manager is authorized to execute and file with the City's application any assurances or any other documentation required by the Ohio Department of Transportation and to furnish such additional information as the Ohio Department of Transportation may require in connection with the City's application.

Section 3. The Clerk of the City Commission is hereby directed to furnish a certified copy of this Resolution to be utilized for the filing of any applications for financial assistance from the Ohio Department of Transportation.

Section 4. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such

portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 6. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

DANIEL J. KAMAN
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: September 26, 2011