

ORDINANCE NO. 20-124

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 2132 PARKVIEW BOULEVARD, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 58-00328.000 FOR THE PURPOSE OF BLIGHT ELIMINATION AND DEMOLITION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, as part of the Sandusky Neighborhood Initiative, the Southside neighborhood was reviewed for housing conditions and related housing redevelopment strategies and it was determined that blight elimination was needed, particularly in the area surrounding the Churchwell Park area; and

WHEREAS, the City desires to purchase the 4-unit quadplex property located at 2132 Parkview Boulevard based on the City's interest in redeveloping and re-envisioning the neighborhood and that the negotiated purchase price is comparable with properties the City has been purchasing over the last eighteen (18) months; and

WHEREAS, the total cost for the purchase of the property located at 2132 Parkview Boulevard is \$45,000.00 plus all closing costs associated with the transaction and these costs will be paid with Community Development Block Grant (CDBG) Funds; and

WHEREAS, upon City Commission approval and acquisition, the property will be bid out for asbestos abatement and demolition utilizing Community Development Block Grant (CDBG) Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to acquire the property and immediately move forward with asbestos abatement and demolition; 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 Community Development, 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 hereby authorized and directed to execute the Purchase and Sale Agreement on behalf of the City for the sale and purchase of real property with William Frye and Kayoko Irie-Frye, substantially in the same form as contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as

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are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance to purchase the property identified as Parcel No. 58-00328.000, located at 2132 Parkview Boulevard in Sandusky for the purpose of blight elimination and demolition.

Section 2. The City Manager, Finance Director, and Law Director are authorized and directed to take such other actions and measures as are incident to and reasonably necessary to effect the purchase of Parcel No. 58-00328.000, located at 2132 Parkview Boulevard in Sandusky.

Section 3. 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 4. 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 5. 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.



RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION



ATTEST:

MCKENZIE E. SPRIGGS
CLERK OF THE CITY COMMISSION

Passed: August 24, 2020

PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2020, by and between City of Sandusky, of Erie County, Ohio, a municipal chartered city whose address is 240 Columbus Avenue, Sandusky, Ohio 44870 hereinafter referred to as the "Purchaser" and William Frye and Kayoko Irie-Frye, 13006 Larchmere Boulevard, Sandusky, Ohio, 44870, hereinafter referred to as "Seller."

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 premises located at 2132 Parkview Boulevard, Sandusky, Ohio, PPN# 58-00328.000, and more fully described in the legal description marked Exhibit "A" attached to this Agreement and specifically incorporated as if fully rewritten herein, the legal description of which will be set forth in the deed transferring ownership of said premises.
2. The total purchase price for the premises is \$45,000.00 (US Dollars)
 - a. Which shall be paid by cashier's check or by certified check, or other negotiable instrument, which sum shall be deposited with the escrow agent on or before the closing date of this transaction and is subject to the pro-rations (if any) and adjustments set forth in this Agreement.
 - b. There is no earnest money for this agreement.
3. Before closing, Seller(s) may remove the following items: ANY items they own so long as the premises remains secure to outside elements. Said items may be removed any time prior to closing.
4. The Seller shall furnish a Quit Claim Deed to Purchaser in fee simple, with dower rights released (if any), free and clear of all liens rights to take liens, assessments and

encumbrances whatsoever, except the following permitted encumbrances:

- a. Real estate taxes and assessments not due and payable;

The Permitted Encumbrances also shall include any matters waived or deemed waived by Purchaser pursuant to Paragraph 5.

5. Within ten (10) days after acceptance of this Agreement, the Purchaser shall obtain a title examination or commitment for an owner's policy of title insurance insuring Purchaser's title to the Property. The Purchaser shall furnish a copy of the examination report or commitment to the Seller. If the examination report or commitment shows that title to all or part of the Property is unmarketable, as determined by Ohio law, or is subject to any defect, lien or encumbrance that is not a Permitted Encumbrance, the Purchaser shall notify the Seller of its objections within the ten (10) day period or the same will have been deemed waived by the Purchaser. To the extent the Purchaser's objections involve monetary liens, Seller shall, upon receipt of the Purchaser's objections, promptly undertake and complete prior to or simultaneously to the closing all actions necessary to satisfy and eliminate the liens. If Seller elects not to remedy or remove the defect or encumbrance or is unable to do so, the Purchaser's sole remedy shall be to elect either to: (i) waive the defect or encumbrance and accept such title to the Property as Seller is able to convey or (ii) terminate this Agreement. The Purchaser shall so elect by delivering written notice to Seller on or before the date of the closing, and if the Purchaser fails to give such notice, it shall be deemed to have exercised election (i). If the Purchaser terminates the Agreement as provided in clause (ii), both the Purchaser and the Seller shall be released from all obligations under this Agreement, and the Deposit, if one was provided, shall be returned to the Purchaser. All costs of the title examination or title insurance

commitment and policy shall be paid for by the Purchaser.

6. Should the buildings or any other improvements upon the aforesaid property be damaged or destroyed prior to closing, then the Purchaser, may, at Purchaser's option: (1) elect to continue this in full force and effect, in which case the Seller shall forthwith assign the Purchaser all rights of the Purchaser to the insurance recovery due by reason of said damages, or (2) elect to rescind and void this Agreement, and thereupon there shall be returned to the Purchaser all money, papers or documents deposited by Purchaser, and there shall be returned to Seller all papers or documents deposited by Seller. After the closing, the risk of loss shall be and is assumed by the Purchaser. There shall be no proration of insurance, it being the obligation of the Purchaser to procure Purchaser's own policies of insurance to be effective from and after the date of closing

7. The closing date of this transaction shall be no later than October 15th, 2020 or at such other time as may be mutually agreed upon, in writing, by the parties. The escrow agent herein shall be Hartung Title, 327 East Washington Street, Sandusky, Ohio 44870. All funds and documents required to close this transaction shall be deposited with said escrow agent on or before closing date. An executed counterpart of this Agreement shall be deposited with the escrow agent by the Purchaser and this Agreement shall serve as the escrow instructions. The escrow agent may attach its standard conditions of acceptance thereto; provided, however, that in the event such standard conditions are inconsistent or in conflict with the terms of this Agreement, this Agreement shall control.

8. Purchaser is not represented by a real estate broker or agent, therefore any fee paid to a broker shall not be paid in whole or in part by the Purchaser.

9. On the closing date, the escrow agent shall file or record the deed, and any other instruments, if any, required to be recorded pursuant to this Agreement and shall thereupon deliver to each of the parties, the funds and documents to which they shall be respectively entitled, together with its escrow statement.

In closing this transaction, the escrow agent shall charge the Purchaser with all closing costs and real estate taxes are not to be prorated as of the date of closing.

10. Purchaser shall be entitled to possession of the premises upon the closing of this transaction or at such later date as may be agreed to by the Purchaser but in no event shall possession by the Purchaser take place later than October 15th, 2020 unless otherwise agreed to in writing.

11. Seller makes the following representations and covenants to the Purchaser as of the date of this Agreement and the date of the closing:

- (a) The Property is not subject to any purchase contract or option.
- (b) That the Property is or will be vacant prior to closing and that there are not leases, tenancy rights, or other contracts or arrangements with respect to the Property. Additionally, Purchaser has the right to inspect the property 72 hours prior to closing to ensure vacancy. Seller shall complete a Notice of Voluntary Acquisition, URA forms, and any other similar documents as requested by the Purchaser for determination of vacancy for Community Development Block Grant (CDBG) purposes.
- (c) No work has been performed or labor, materials, equipment or fuel furnished to the Property within the last ninety (90) days (or, if any of the same have been performed or furnished, all persons who may have the right to assert a mechanic's lien have been fully paid).
- (d) To the best of Seller's knowledge, no toxic, explosive or otherwise dangerous material or hazardous substances have been concealed within, buried beneath, or released on or from the Property.

Sellers' representations and warranties shall survive the closing.

12. This Agreement sets forth the entire and 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. The 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 instrument.

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

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, THIS SALE AND PURCHASE AGREEMENT has been executed by Seller as of the day and year first above written.

Sellers:

By: _____
William Frye

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared William Frye, the Seller, who acknowledged that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2020.

Notary Public

Sellers:

By: _____
Kayoko Irie-Frye

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared Kayoko Irie-Frye, the Seller, who acknowledged that she signed the foregoing instrument and the same is her free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2020.

Notary Public

Purchaser(s):

By: _____

Eric Wobser
City Manager, Sandusky, Ohio

STATE OF OHIO)
) SS.
COUNTY OF ERIE)

Before me, a Notary Public in and for said County and State, personally appeared Eric Wobser, City Manager for the Purchaser, who acknowledges that he signed the foregoing instrument and the same is his free act and deed. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2020.

Notary Public

APPROVED AS TO FORM:

Justin Harris (#0078252)
Interim Law Director
City of Sandusky

CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City during the year 2020 under the foregoing Agreement has been lawfully appropriated by the Council of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Director of Finance

EXHIBIT A
(LEGAL DESCRIPTION)

**Situated in the City of Sandusky, County of Erie and State of Ohio:
Lot Number Twelve (12) in MacArthur Park Subdivision as per Plat recorded in Volume 15 of
Plats, Pages 6 & 7.**

Commonly Known as 2132 Parkview Blvd, Sandusky, Ohio 44780

Parcel No. 58-00328-000