

**ORDINANCE NO. 21-060**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN EXCLUSIVE RIGHT TO SELL AGREEMENT WITH HOTY ENTERPRISES, INC. OF SANDUSKY, OHIO, FOR THE MARKETING AND SALE OF FORTY-FOUR (44) VACANT PARCELS OF LAND IN THE COLD CREEK SUBDIVISION IN SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, this City owns forty (40) single-family and four (4) multi-family vacant parcels in the Cold Creek Crossing Subdivision which are encumbered by assessment liens and deed restrictions related to the construction of the subdivision; and

**WHEREAS**, the properties were subjected to foreclosure proceedings and conveyed to the City for placement in the Land Reutilization Program; and

**WHEREAS**, a Request for Qualifications (RFQ) was issued for the marketing and sale of the Cold Creek Crossing parcels in which eight (8) submittals were received, evaluated, and based upon the firm's experience, professional expertise, past performance, marketing strategy, and location, it was determined Hoty Enterprises, Inc. of Sandusky, Ohio was the most qualified; and

**WHEREAS**, upon any sale of the parcels, the assessment lien along with the broker fee of up to 6.5% will be satisfied from a portion of the sale proceeds and the remaining net proceeds will be used to recoup expenses related to the property in accordance with Ohio Revised Code §5722.08; and

**WHEREAS**, it is requested in companion legislation to declare the forty-four (44) vacant parcels in the Cold Creek Crossing Subdivision no longer needed for any municipal purpose and approve a form of agreement for the sale of said parcels; 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 immediately execute the agreement to list and market the property for the purpose to secure eventual buyers to develop the property; 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 authorized and directed to enter into an Exclusive Right to Sell Agreement with Hoty Enterprises, Inc. of Sandusky, Ohio, for the marketing and sale of the forty-four (44) parcels of land in the Cold Creek

**PAGE 2 - ORDINANCE NO. 21-060**

Crossing Subdivision, 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 terms of 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.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST:

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MCKENZIE E. SPRIGGS  
CLERK OF THE CITY COMMISSION

Passed: April 26, 2021



Listing Agreement



Exclusive Right to Sell

The undersigned Owner hereby grants to Hoty Enterprises, Inc. ("Broker") the exclusive right to sell the property known as **Cold Creek Crossing – see Exhibit A** at the price of **see Exhibit A** for a **12-month** period. The property, price and selling incentives may change from time to time as directed by Owner in writing.

Owner hereby agrees to pay Broker a fee of **six and one-half percent (6.50%)** of the selling price of any property. Buyer-brokers will be offered a share of the Broker fee in the amount of three percent (3.00%) of the selling price. Owner authorizes Broker to compensate other brokers through sub-agency.

This agreement is an exclusive right to sell agreement. Except as provided on the attached **Exhibit B**, if an agreement for sale has been executed by Owner prior to the expiration of this listing agreement (or any extension thereof) to anyone, even if Broker has had no contact with such buyer, the real estate commission as stated herein is owed to Broker. Owner agrees to refer to Broker all real estate licensees, customers, or prospects who may come to Owner directly during the exclusive period or any extension thereof.

The commission herein shall be paid if said property is sold within thirty (30) days after the expiration of this listing agreement (or any extension thereof) to anyone with whom Broker has had negotiations prior to expiration, provided Owner has received notice in writing, including the names of the prospective purchasers, before or upon expiration of this listing agreement (or any extension thereof). The commission shall be deemed earned when a binding contract for sale has been executed and/or when Broker has produced a purchaser, ready, willing and able to buy the property pursuant to the terms of this agreement. However, Owner shall not be obligated to pay Broker such fee if Owner enters into a valid listing agreement during the term of said protection period with another licensed real estate broker. The commission due pursuant to a sale shall be paid at the closing of a transaction.

Broker is hereby authorized to place a "FOR SALE" signs on said property to actively market the property, which may include the internet and commercial sites such as CoStar, Loopnet and NEOHREX as applicable. The undersigned Owner directs Broker to immediately submit this listing to the Multiple Listing Service of the Firelands Association of Realtors to be published and disseminated to participants therein.

The undersigned acknowledges receipt of a copy of this agreement and certifies that the undersigned is the Owner of said property or duly authorized agent of Owner, and controls said property. Property will be made available for showing at all reasonable times to Broker, Broker's associates and cooperating brokers upon appointment arranged by Broker's office. By providing an email address, you grant Hoty Enterprises permission to email you; permission can be revoked at any time by using the SafeUnsubscribe® link.

**OWNER ACKNOWLEDGES RECEIPT OF HOTY ENTERPRISES CONSUMER GUIDE TO AGENCY.**

Date Signed \_\_\_\_\_

Expiration Date \_\_\_\_\_

Owner:

\_\_\_\_\_
Email address

\_\_\_\_\_
Address / phone

\_\_\_\_\_
Address / phone

The undersigned hereby accepts the agency for the exclusive right to sell said property on the terms stated above and notifies the Owner that at some time during the term of this agreement, he/she may act as a **disclosed dual agent**.

Broker \_\_\_\_\_

Salesperson \_\_\_\_\_

**Exhibit A**  
**LOTS, PRICES, INCENTIVES**

<u>Parcel</u>	<u>Property Address</u>	<u>Acres</u>	<u>List Price</u>	<u>Assessment</u> <u>Removal</u>	<u>10-yr 75%</u> <u>tax abatement</u>
60-00043.001	COLD CREEK	0.5202	\$ 31,230	\$ 9,286	Yes
60-00043.002	COLD CREEK	0.4671	\$ 29,660	\$ 11,497	Yes
60-00043.003	COLD CREEK	0.3651	\$ 26,330	\$ 8,697	Yes
60-00043.004	COLD CREEK	0.4231	\$ 28,140	\$ 11,497	Yes
60-00043.005	COLD CREEK	0.2946	\$ 23,490	\$ 8,697	Yes
60-00043.006	COLD CREEK	0.3673	\$ 26,000	\$ 11,497	Yes
60-00043.007	COLD CREEK	0.2755	\$ 22,460	\$ 8,697	Yes
60-00043.008	COLD CREEK	0.3673	\$ 26,000	\$ 11,497	Yes
60-00043.009	COLD CREEK	0.2755	\$ 22,460	\$ 8,697	Yes
60-00043.010	COLD CREEK	0.3630	\$ 26,190	\$ 11,497	Yes
60-00043.015	COLD CREEK	0.3930	\$ 27,330	\$ 11,497	Yes
60-00043.020	CREEKSIDE	0.4824	\$ 30,190	\$ 11,497	Yes
60-00043.021	COLD CREEK	0.3330	\$ 25,180	\$ 11,497	Yes
60-00043.028	COLD CREEK	0.3857	\$ 26,780	\$ 10,580	Yes
60-00043.046	WALNUT RIDGE	0.4107	\$ 27,630	\$ 10,580	Yes
60-00043.049	WALNUT RIDGE	0.4368	\$ 28,630	\$ 10,580	Yes
60-00043.053	WALNUT RIDGE	0.4333	\$ 28,430	\$ 11,497	Yes
60-00043.054	OLD MILL	0.4500	\$ 28,960	\$ 11,497	Yes
60-00043.056	OLD MILL	0.3600	\$ 26,120	\$ 8,697	Yes
60-00043.060	OLD MILL	0.4913	\$ 30,330	\$ 11,497	Yes
60-00043.061	OLD MILL	0.5593	\$ 32,120	\$ 11,497	Yes
60-00043.063	OLD MILL	0.3576	\$ 25,760	\$ 9,728	Yes
60-00043.065	OLD MILL	0.3597	\$ 25,900	\$ 8,697	Yes
60-00043.067	OLD MILL	0.4498	\$ 28,900	\$ 11,497	Yes
60-00043.068	SOUTH MEADOW	0.4019	\$ 27,610	\$ 11,497	Yes
60-00043.071	SOUTH MEADOW	0.3673	\$ 26,000	\$ 11,497	Yes
60-00043.073	SOUTH MEADOW	0.3673	\$ 26,000	\$ 11,497	Yes
60-00043.076	SOUTH MEADOW	0.4184	\$ 27,810	\$ 11,497	Yes
60-00043.077	COLD CREEK	0.3016	\$ 23,670	\$ 9,286	Yes
60-00043.078	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.079	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.080	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.081	COLD CREEK	0.3081	\$ 23,810	\$ 9,728	Yes
60-00043.082	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.083	COLD CREEK	0.3087	\$ 23,810	\$ 9,728	Yes
60-00043.084	SOUTH MEADOW	0.4628	\$ 29,730	\$ 11,497	Yes
60-00043.085	SOUTH MEADOW	0.4247	\$ 28,210	\$ 11,497	Yes
60-00043.087	SOUTH MEADOW	0.4247	\$ 28,210	\$ 11,497	Yes
60-00043.089	SOUTH MEADOW	0.4247	\$ 28,210	\$ 11,497	Yes
60-00043.095	SOUTH MEADOW	0.3490	\$ 25,490	\$ 10,318	Yes
60-00043.096	COLD CREEK	1.8885	* \$ 8,000	\$ 36,408	Yes
60-00043.097	WESTWOOD	4.6785	* \$ 8,000	\$ 115,001	Yes
60-00043.098	COLD CREEK	3.0348	* \$ 8,000	\$ 97,579	Yes
60-00043.099	COLD CREEK	7.3400	* \$ 8,000	\$ 215,056	Yes

\* Per approved unit (Multi-Family Lot)

**Exhibit B**  
**EXCLUSIONS**

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In the event a bona fide purchase agreement is entered into by and between Owner and a party listed on the attached schedule B-1 within 45 days of this Listing Agreement (the "Exclusion Period"), no commission or fee shall be due to Broker upon the consummation of such sale. Should Owner enter into an agreement with a listed party after the expiration of the Exclusion Period, Broker shall be owed a reduced commission equal to four percent (4%).

## Schedule B-1

<u>Last Name</u>	<u>First Name</u>
Hall	Jeff
Hayberger	Joe
Milkie	Duff
Haer	Anthony
Harris	Alonzo & Deanna
Mazza	Lee & Kimberly
Tallman-Townsend	Jami
Smith	Jack
Burdine	Eric
Appell	Kevin
Lombardo	David
Haas	John
Newell	Dana
Jackson	Jim
McKitrick	Katie
McCourt	Michael
Newton	Tara