



**SANDUSKY CITY COMMISSION  
REGULAR SESSION AGENDA  
DECEMBER 10, 2018 at 5 p.m.  
CITY HALL, 222 MEIGS STREET**

<b>INVOCATION</b>	<b>D. Waddington</b>
<b>PLEDGE OF ALLEGIANCE</b>	
<b>CALL TO ORDER</b>	
<b>ROLL CALL</b>	<b>D. Waddington, N. Twine, N. Lloyd, D. Murray, D. Brady, W. Poole &amp; G. Lockhart</b>
<b>APPROVAL OF MINUTES</b>	<b>November 26, 2018</b>
<b>AUDIENCE PARTICIPATION</b>	
<b>PRESENTATION</b>	<b>Nicole DeFreitas, Sandusky Transit System Update</b>
<b>COMMUNICATIONS</b>	<b>Motion to accept all communications submitted below</b>
<b>CURRENT BUSINESS</b>	

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**REGULAR AGENDA ITEMS**

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**ITEM #1**

**APPROVAL OF COLLECTIVE BARGAINING AGREEMENT WITH FRATERNAL ORDER OF POLICE**

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed ratifying, accepting and approving a Collective Bargaining agreement between the City of Sandusky, an Ohio Charter Municipal Corporation and the Fraternal Order of Police, Ohio Labor Council, Inc., the collective bargaining unit for certain employees of the Sandusky Police Department, for the period January 1, 2019, through December 31, 2021; a copy of which is attached to this ordinance; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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**ITEM #2 - Submitted by Aaron Klein, Director of Public Works**

**PURCHASE OF FERROUS CHLORIDE SOLUTION FROM KEMIRA WATER SOLUTIONS FOR WASTE WATER TREATMENT PLANT**

**Budgetary Information:** Funds for the purchase of this chemical will be included in the 2019 operating budget for the sewer plant.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed amending Ordinance 18-211, passed on November 13, 2018; authorizing and directing the City Manager to purchase 350,000 pounds, more or less, of ferrous chloride solution for use at the Waste Water Treatment Plant during the calendar year 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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**Item #3 - Submitted by Aaron Klein, Director of Public Works**

**PURCHASE OF UV BULBS FOR WASTE WATER TREATMENT PLANT**

**Budgetary Information:** The total amount of \$81,069.24 shall be paid with sewer funds and has been appropriated for the operating and maintenance budget for 2019.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to purchase one hundred and twelve 24" and forty eight 28" lamps for the Trojan UV 4000 systems at the Waste Water Treatment Plant from Pelton Environmental Products, Inc., of Lewis Center, Ohio; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

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**ITEM #4 - Submitted by Matt Lasko, Chief Development Officer**

**SALE OF PROPERTY LOCATED AT 1215 MILAN ROAD**

**Budgetary Information:** The initial purchase of the properties was paid for utilizing the neighborhood initiative fund. Upon sale, the sales proceeds will replenish the neighborhood initiative fund. The shortfall between the cost to purchase the properties and the net sales proceeds of 1215 Milan Road will be paid for by the neighborhood initiative fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that certain real property owned by the city located at 1215 Milan Road, Sandusky, and identified as Parcel #57-01857.000, is no longer needed for any municipal purpose and authorizing and directing the City Manager to enter into an agreement to sell the designated real property to Michelle Williams; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #5 - Submitted by Scott Thom, Chief Building Official**

**CONTRACT WITH JOHN A. FEICK FOR ALTERNATE MASTER PLANS EXAMINER AND ALTERNATE BUILDING OFFICIAL**

**Budgetary Information:** Mr. Feick will be paid at the rate of \$55 per hour for work performed up to a maximum of \$7,500. The cost of this contract will be paid with the Building Division’s operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time; by either party, with a thirty day notice to the other party.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a consulting contract with John A. Feick for CY 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #6 - Submitted by Scott Thom, Chief Building Official**

**CONTRACT WITH GEORGE J. POULOS FOR PRIMARY ALTERNATE MASTER PLANS EXAMINER AND BACK-UP BUILDING OFFICIAL**

**Budgetary Information:** Mr. Poulos will be paid at the rate of \$2,000 per month for work performed for a total of \$24,000. The cost of this contract will be paid with the Building Division’s operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with a thirty day notice to the other party.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a consulting contract with George J. Poulos for CY 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #7 - Submitted by Scott Thom, Chief Building Official**

**CONTRACT WITH ROBERT G. STADLER FOR ALTERNATE MASTER PLANS EXAMINER AND ALTERNATE BUILDING OFFICIAL**

**Budgetary Information:** Mr. Stadler will be paid at the rate of \$55 per hour for work performed up to a maximum of \$2,000. The cost of this contract will be paid with the Building Division’s operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with a thirty-day notice to the other party.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the City Manager to enter into a consulting contract with Robert G. Stadler for CY 2019; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**CITY MANAGER’S REPORT**

**OLD BUSINESS**

**ITEM TABLED:** Authorization to bid 2018 Cedar Point Chaussee Water Tower

**NEW BUSINESS**

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

**EXECUTIVE SESSION(S)**

**ADJOURNMENT**

**Buckeye Broadband broadcasts on Channel 76:**

Monday, December 10 at 8:30 p.m.

Tuesday, December 11 at 5 p.m.

Monday, December 17 at 8:30 p.m.

**Online:**

**[www.YouTube.com](https://www.YouTube.com) and search for “City of Sandusky Commission”**

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE RATIFYING, ACCEPTING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SANDUSKY, AN OHIO CHARTER MUNICIPAL CORPORATION, AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC., THE COLLECTIVE BARGAINING UNIT FOR CERTAIN EMPLOYEES OF THE SANDUSKY POLICE DEPARTMENT, FOR THE PERIOD JANUARY 1, 2019, THROUGH DECEMBER 31, 2021, A COPY OF WHICH IS ATTACHED TO THIS ORDINANCE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

**WHEREAS**, the most recent collective bargaining agreement between the City of Sandusky, Ohio, an Ohio Charter Municipal Corporation, and the Fraternal Order of Police, Ohio Labor Council, Inc., the collective bargaining unit for certain employees of the Sandusky Police Department, expires on December 31, 2018; and

**WHEREAS**, pursuant to the terms and provisions of Chapter 4117 of the Ohio Revised Code, the City engaged in negotiations with the bargaining unit for the purpose of agreeing upon and entering into a successor agreement to the most recent collective bargaining agreement; and

**WHEREAS**, representatives of the City and the bargaining unit have negotiated a new agreement, a copy of which is attached to this Ordinance, marked Exhibit "A" and specifically incorporated as if fully rewritten herein; and

**WHEREAS**, this agreement is subject to the ratification, acceptance, and approval by this City Commission and it is the recommendation of the representatives of the City that the agreement substantially in the same form as reflected in Exhibit "A" be ratified, accepted, and approved by this City Commission; 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 to allow the new agreement to be ratified, accepted and approved immediately as the predecessor agreement expires on December 31, 2018; 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 Police Department of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists to permit the immediate ratification, acceptance and approval of the collective bargaining agreement with the Fraternal Order of Police, Ohio Labor Council, Inc., 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 agreement between the City of Sandusky, Ohio, and the Fraternal Order of Police, Ohio Labor Council, Inc., by its terms effective from January 1, 2019, through December 31, 2021, substantially in the same form as

reflected in Exhibit "A" which is specifically incorporated as if fully rewritten herein is ratified, accepted and approved by this City Commission together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and as being consistent with the purpose of this Ordinance as set forth in the preambles hereto.

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 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. The City Manager is authorized and directed to forward certified copies of the foregoing Ordinance, together with copies of the agreement appended hereto to the State of Ohio, Employment Relations Board, and to the Association.

Section 5. That for 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 upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: December 10, 2018



## DEPARTMENT OF PUBLIC WORKS

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager

From: Aaron M. Klein, P.E.

Date: November 27, 2018

**Subject: Commission Agenda Item – Amending Ordinance 18-211 for the Purchase of Ferrous Chloride Solution for the Wastewater Treatment Plant**

**ITEM FOR CONSIDERATION:** Requesting legislation to amend Ordinance 18-211 for the Purchase of Ferrous Chloride Solution for the Wastewater Treatment Plant passed on November 13, 2018.

**BACKGROUND INFORMATION:** Ordinance 18-211 awarded a contract for the purchase of 350,000 pounds of Ferrous Chloride Solution to be used for water treatment at the Wastewater Treatment Plant to PVS Technologies, Inc. of Detroit, Michigan in an amount not to exceed \$241,500.00. After the award of the contract, PVS Technologies revealed that the ferrous chloride they were offering did not meet the requirements of the National Sanitation Foundation (NSF) 60 Certification. NSF International is an organization that provides public health and safety risk management solutions, including standards development and product certification.

Since the Ferrous Chloride Solution offered by PVS Technologies, Inc. is not NSF 60 Certified, the chemical does not meet the standards required by the City of Sandusky. Hence, the bid by PVS Technologies must be rejected. After review and evaluation of the second bid received, it has been determined that their materials meet the NSF 60 requirements and that a contract shall be awarded to Kemira Water Solutions, Inc. of Lawrence, KS with a cost of \$0.712 per pound and contract amount not to exceed \$249,200.00. Kemira currently supplies the same chemical to the WWTP.

**BUDGETARY INFORMATION:** Funds for the purchase of this chemical will be included in the 2019 operating budget for the Sewer Plant.

**ACTION REQUESTED:** It is recommended that proper legislation be prepared amending Ordinance 18-211 removing PVS Technologies, Inc of Detroit, Michigan and awarding the contract to Kemira Water Solutions Inc. of Lawrence, KS in an amount not to exceed \$249,200.00 be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to ensure proper procurement of chemicals for operation of WWTP in 2019.

I concur with this recommendation:

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Eric Wobser, City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 18-211, PASSED ON NOVEMBER 13, 2018, AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE 350,000 POUNDS, MORE OR LESS, OF FERROUS CHLORIDE SOLUTION FOR USE AT THE WASTEWATER TREATMENT PLANT DURING THE CALENDAR YEAR 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, upon public competitive bidding as required by law for the purchase of Three Hundred Fifty Thousand (350,000) pounds, more or less, of Ferrous Chloride Solution for use at the Wastewater Treatment Plant, two (2) appropriate bids were received and the bid of PVS Technologies, Inc., Detroit, Michigan, was determined to be the lowest and best bid; and

**WHEREAS**, this City Commission authorized and directed the City Manager to purchase 350,000 pounds, more for less, of Ferrous Chloride Solution from PVS Technologies, Inc., of Detroit, Michigan, for use at the Wastewater Treatment Plant During the calendar year 2019 for \$0.690 per pound at an amount not to exceed \$241,500.00, by Ordinance No. 18-211, passed on November 13, 2018; and

**WHEREAS**, subsequent to the award of the contract, PVS Technologies, Inc., made known that their Ferrous Chloride did not meet the requirements of the National Sanitation Foundation (NSF) 60 certification, which is required by the City, and therefore the bid from PVS Technologies, Inc. was rejected; and

**WHEREAS**, NSF International is an organization that provides public health and safety risk management solutions, including standards development and product certification; and

**WHEREAS**, after review and evaluation of the other bid from Kemira Water Solutions, Inc. of Lawrence, Kansas, it was determined their Ferrous Chloride Solution met the NSF 60 requirements and was the lowest and best bid; and

**WHEREAS**, funds for this purchase are routinely included in the Wastewater Treatment Plant's operating budget; 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 allow delivery of this product as needed by January 1, 2019; 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 Public Works, 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 amends Ordinance No. 18-211, passed on November 13, 2018, and authorizes and directs the City Manager to purchase Three Hundred Fifty Thousand (350,000) pounds, more or less, of Ferrous Chloride Solution from Kemira Water Solutions Inc., of Lawrence Kansas, for use at the Wastewater Treatment Plant at \$0.712 per pound for an amount **not to exceed** Two Hundred Forty Nine Thousand Two Hundred and 00/100 Dollars (\$249,200.00). Said Ferrous Chloride Solution shall be provided in accordance with the proposal of the said Kemira Water Solutions Inc., of Lawrence Kansas, on file in the office of the Director of Public Works.

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 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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DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: December 10, 2018



## DEPARTMENT OF PUBLIC WORKS

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5829  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

To: Eric Wobser, City Manager  
From: Aaron M. Klein, P.E.  
Date: November 28, 2018  
Subject: **Commission Agenda Item – Purchase of 24” and 28” UV Trojan Lamps for the UV Disinfection System at the Waste Water Treatment Plant**

**ITEM FOR CONSIDERATION:** Legislation approving the purchase of one-hundred-twelve (112) 24” and forty-eight (48) 28” UV Trojan lamps from Pelton Environmental Products, Inc. of Lewis Center, OH, for the UV 4000 and UV 4000 Plus Systems located at the Waste Water Treatment Plant (WWTP).

**BACKGROUND INFORMATION:** In April 1999, the Trojan UV 4000 disinfection system was installed, and the newer version, the Trojan UV 4000 Plus, was installed in 2010. These systems provide ultraviolet (UV) disinfection as the final treatment process ensuring the wastewater effluent meets the required Ohio EPA standards set by the City’s NPDES permit. Since the bulbs are immersed vertically in the water stream for maximum contact and effectiveness, they are placed in a plastic sleeve for protection; but this direct contact requires frequent maintenance or replacement of sleeves and bulbs. The bulbs have a maximum life expectancy of 10,000 hours and the WWTP averages around 3,000 hours per year for the UV system, shutting down in the winter. Since it cannot be shut down in the summer, it is imperative that the bulbs are replaced every three years. Bulbs were last purchased via ordinance 15-170.

This work is performed by sewer plant staff when time allows between November 1<sup>st</sup> and April 30<sup>th</sup> in preparation for the disinfection season that occurs when the weather gets warmer. The bulbs for the system can only be purchased from Trojan Technologies of London, Ontario, Canada since they are the sole source provider for their systems. Pelton Environmental Products, Inc. is the only distributor of Trojan products in this region.

**BUDGETARY INFORMATION:** The total amount of \$81,069.24 shall be paid with Sewer funds and has been appropriated for the O & M budget for 2019.

**ACTION REQUESTED:** It is recommended that the proposed purchase of one-hundred-twelve (112) 24” UV Trojan lamps for the UV 4,000 system and forty-eight (48) 28” for the UV 4,000 Plus be approved and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter to purchase the lamps at the quoted price which expires on December 16, 2018.

I concur with this recommendation:

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Eric Wobser  
City Manager

cc: K. Kresser, Commission Clerk; H. Solowiej, Finance Director; T. Hayberger, Law Director

**QUOTATION****QUOTE NUMBER:** C3355-C3634-10.15.18-10

<b>Quoted To</b>	Howard, Paul
<b>Account</b>	Sandusky, WWTP
<b>Phone</b>	(419) 627-5907
<b>Email</b>	phoward@ci.sandusky.oh.us
<b>Quoted By</b>	Pelton, Megan
<b>Re:</b>	Trojan Pricing
<b>Fed ID</b>	
<b>Tax Exemption</b>	

10/15/2018

**Customer PO #****PEP PO #****QUOTE IS VALID FOR 60 DAYS.****PRICE WILL INCREASE TO  
CURRENT RATES AFTER****12/15/2018**

<b>Qty</b>	<b>Part No.</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total Price</b>
48	441169-028	Lamp Assembly, 28 Inch	543.00	26,064.00

FREIGHT ESTIMATE: \$150.00

**TOTAL QUOTE PRICING: \$26,064.00 + \$150.00 = \$26,214.00****Bill To:**222 Meigs Street, Sandusky, OH,  
44870**Ship To:**304 Harrison Street, Sandusky,  
OH, 44870**Ship VIA****Ship Date**8638 Cotter Street  
Lewis Center, Ohio 43035  
Ph: (440) 838-1221, Fax (440) 838-1217  
[www.peltonenv.com](http://www.peltonenv.com)



## QUOTATION

QUOTE NUMBER: C3355-C3634-10.15.18-10

### TERMS AND CONDITIONS PURCHASE ORDER

1. The Purchase Order consists of this Agreement and any Exhibits attached hereto. These documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or agreements, either written or oral. Any provision in any invoice, acknowledgement or other writing furnished by the Buyer subsequent to the execution of this Agreement that conflicts with any provision of this Agreement shall be null and void and of no force or effect. This Agreement may not be supplemented, amended or modified other than by a writing executed by an authorized officer of the Buyer and Pelton Environmental Products, Inc. (PEP).
2. All claims, disputes and other matters in question arising out of, or relating to, this Purchase Order or the breach thereof, shall be decided by arbitration.
3. This item 2 shall not be deemed a limitation on any rights or remedies, which PEP may have under any Federal or State mechanics' lien laws or under any applicable material payment bonds unless such rights or remedies are expressly waived by PEP.
4. The scope of supply shall be limited to only those items specifically detailed in the proposal or exhibits.
5. PEP shall endeavor to furnish material per the original manufacturers projected delivery times. PEP shall not be responsible for manufacturer delivery times that exceed projected time or dates.
6. If submittal are required by PEP, submittals are 4-6 weeks from approved PO. Resubmittals will be 3-4 weeks from receipt of returned submittal.
7. If O&Ms are required, availability will be 4-6 weeks after submittal approval or equipment release date if submittals are not required.
8. This Purchase Order may not be sublet or assigned, in whole or in part (voluntarily or by operation of law), by the Buyer without the prior written consent of PEP.
9. PEP shall take reasonable safety precautions with respect to on site delivery of materials and shall comply with safety measures indicated by the Buyer and with all applicable laws, ordinances, rules, regulations and orders for the safety of persons or property. Without limiting the generality of the foregoing, PEP shall be responsible for insuring that all on site deliveries are performed in accordance with the regulations of the Occupational Safety and Health Administration and other government agencies with responsibility for health and safety. The Supplier shall report to the Buyer within three (3) days any injury to an employee or agent of the Supplier that occurs at the Project site. Buyer shall make supplier aware of any damaged or misplaced items within 24 hours of delivery to site.
10. If hazardous substances of a type of which an employer is required by law to notify its employees are being delivered to the Project site by PEP, or his agent, PEP or anyone directly or indirectly employed by them, shall, prior to harmful exposure of any employees on the Project site to such substance, give written notice of the chemical composition thereof. In order to comply with OSHA regulations and sufficient sets of MSDS reports
  - a. shall be furnished to the Buyer prior to delivery and in sufficient detail and time to permit compliance with such laws by the Buyer. Without limiting the generality of the foregoing, PEP shall furnish the Buyer with a Hazardous Materials Plan including Material Safety Data Sheets with respect to all such hazardous substances and take all precautions necessary to insure that containers of such substances are properly labeled.
11. Payment terms are 100% net 30 days upon delivery.
12. No start-up, training or installation assistance is provided unless specifically mentioned elsewhere in the documents.
13. Prices shown do not include any applicable taxes or fees.
14. Prices are valid for 60 days beyond proposal date.
15. Freight terms are prepay and add unless specifically mentioned elsewhere.
16. PEP adheres to affirmative action to comply with all current equal employment regulations, laws and executive orders of the Federal, State, and Local Governmental bodies which have made it unlawful to discriminate with respect to equal employment opportunity because of race, color, creed, sex, age, handicap, Vietnam Veteran status, or national origin, in accordance with, but not limited to PEP "Notice of EEO Policy" available upon request. This Company adheres to the State EEO Covenant Appendices A & B of the Governor's Executive Order of 1972
17. Pricing information contained here is a trade secret of Pelton Environmental Products. Pursuant to your state's public records law (including Ohio Revised Code § 149.43(A) (1) (v), Indiana Code § 5-14-3-4(a) (4), Kentucky Revised Statutes § 61.878(1) (c) (1)), these trade secrets shall not be disclosed for public inspection or in response to a public records request. You agree to notify Pelton of any request for public disclosure and provide Pelton sufficient opportunity to protect its information.
18. Place orders to Pelton Environmental Products, Inc. 8638 Cotter St., Lewis Center, OH 43035.

8638 Cotter Street  
Lewis Center, Ohio 43035  
Ph: (440) 838-1221, Fax (440) 838-1217  
www.peltonenv.com



Quoted To	Howard, Paul
Account	Sandusky, WWTP
Phone	(419) 627-5907
Email	phoward@ci.sandusky.oh.us
Quoted By	Pelton, Megan
Re:	Trojan Pricing
Fed ID	
Tax Exemption	

10/23/2018

Customer PO #

PEP PO #

QUOTE IS VALID FOR 60 DAYS.

PRICE WILL INCREASE TO  
CURRENT RATES EFFECTIVE

1/1/2019

Qty	Part No.	Description	Unit Price	Total Price
112	441169-024	Lamp Assembly, 24 Inch	\$487.22	\$54,568.64

**\*\*NOTE: LAMPS ARE STANDARD \$543.00 EACH. 10% DISCOUNT APPLIED FOR BULK PURCHASE\*\***

FREIGHT ID 3631: \$286.60

**TOTAL QUOTE PRICING: \$54,568.64 + \$286.60 = \$54,855.24**

**Bill To:**

222 Meigs Street, Sandusky, OH,  
44870

**Ship To:**

304 Harrison Street, Sandusky,  
OH, 44870

**Ship VIA**

**Ship Date**

8638 Cotter Street  
Lewis Center, Ohio 43035  
Ph: (440) 838-1221, Fax (440) 838-1217  
[www.peltonenv.com](http://www.peltonenv.com)



## TERMS AND CONDITIONS PURCHASE ORDER

1. The Purchase Order consists of this Agreement and any Exhibits attached hereto. These documents represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or agreements, either written or oral. Any provision in any invoice, acknowledgement or other writing furnished by the Buyer subsequent to the execution of this Agreement that conflicts with any provision of this Agreement shall be null and void and of no force or effect. This Agreement may not be supplemented, amended or modified other than by a writing executed by an authorized officer of the Buyer and Pelton Environmental Products, Inc. (PEP).
2. All claims, disputes and other matters in question arising out of, or relating to, this Purchase Order or the breach thereof, shall be decided by arbitration.
3. This item 2 shall not be deemed a limitation on any rights or remedies, which PEP may have under any Federal or State mechanics' lien laws or under any applicable material payment bonds unless such rights or remedies are expressly waived by PEP.
4. The scope of supply shall be limited to only those items specifically detailed in the proposal or exhibits.
5. PEP shall endeavor to furnish material per the original manufacturers projected delivery times. PEP shall not be responsible for manufacturer delivery times that exceed projected time or dates.
6. If submittal are required by PEP, submittals are 4-6 weeks from approved PO. Resubmittals will be 3-4 weeks from receipt of returned submittal.
7. If O&Ms are required, availability will be 4-6 weeks after submittal approval or equipment release date if submittals are not required.
8. This Purchase Order may not be sublet or assigned, in whole or in part (voluntarily or by operation of law), by the Buyer without the prior written consent of PEP.
9. PEP shall take reasonable safety precautions with respect to on site delivery of materials and shall comply with safety measures indicated by the Buyer and with all applicable laws, ordinances, rules, regulations and orders for the safety of persons or property. Without limiting the generality of the foregoing, PEP shall be responsible for insuring that all on site deliveries are performed in accordance with the regulations of the Occupational Safety and Health Administration and other government agencies with responsibility for health and safety. The Supplier shall report to the Buyer within three (3) days any injury to an employee or agent of the Supplier that occurs at the Project site. Buyer shall make supplier aware of any damaged or misplaced items within 24 hours of delivery to site.
10. If hazardous substances of a type of which an employer is required by law to notify its employees are being delivered to the Project site by PEP, or his agent, PEP or anyone directly or indirectly employed by them, shall, prior to harmful exposure of any employees on the Project site to such substance, give written notice of the chemical composition thereof. In order to comply with OSHA regulations and sufficient sets of MSDS reports
  - a. shall be furnished to the Buyer prior to delivery and in sufficient detail and time to permit compliance with such laws by the Buyer. Without limiting the generality of the foregoing, PEP shall furnish the Buyer with a Hazardous Materials Plan including Material Safety Data Sheets with respect to all such hazardous substances and take all precautions necessary to insure that containers of such substances are properly labeled.
11. Payment terms are 100% net 30 days upon delivery.
12. No start-up, training or installation assistance is provided unless specifically mentioned elsewhere in the documents.
13. Prices shown do not include any applicable taxes or fees.
14. Prices are valid for 60 days beyond proposal date.
15. Freight terms are prepay and add unless specifically mentioned elsewhere.
16. PEP adheres to affirmative action to comply with all current equal employment regulations, laws and executive orders of the Federal, State, and Local Governmental bodies which have made it unlawful to discriminate with respect to equal employment opportunity because of race, color, creed, sex, age, handicap, Vietnam Veteran status, or national origin, in accordance with, but not limited to PEP "Notice of EEO Policy" available upon request. This Company adheres to the State EEO Covenant Appendices A & B of the Governor's Executive Order of 1972
17. Pricing information contained here is a trade secret of Pelton Environmental Products. Pursuant to your state's public records law (including Ohio Revised Code § 149.43(A) (1) (v), Indiana Code § 5-14-3-4(a) (4), Kentucky Revised Statutes § 61.878(1) (c) (1)), these trade secrets shall not be disclosed for public inspection or in response to a public records request. You agree to notify Pelton of any request for public disclosure and provide Pelton sufficient opportunity to protect its information.
18. Place orders to Pelton Environmental Products, Inc. 8638 Cotter St., Lewis Center, OH 43035.

8638 Cotter Street  
Lewis Center, Ohio 43035  
Ph: (440) 838-1221, Fax (440) 838-1217  
[www.peltonenv.com](http://www.peltonenv.com)

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE ONE HUNDRED AND TWELVE (112) 24" AND FORTY EIGHT (48) 28" LAMPS FOR THE TROJAN UV 4000 SYSTEMS AT THE WASTEWATER TREATMENT PLANT FROM PELTON ENVIRONMENTAL PRODUCTS, INC., OF LEWIS CENTER, OHIO; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Trojan UV 4000 Disinfection System, which is an ultra violet system at the effluent prior to discharge, was placed in operation at the Wastewater Treatment Plant in April of 1999 and the newer version, the Trojan UV 4000 Plus, was installed in 2010 and these systems are the final step in processing to ensure the discharge meets the required Ohio EPA standards set by the City's National Pollutant Discharge Elimination System (NPDES) permit; and

**WHEREAS**, the lamps have a maximum life expectancy of 10,000 hours and the WWTP averages around 3,000 hours per year so it is imperative the lamps be replaced every three (3) years and it is necessary to perform routine maintenance and replacing existing lamps during down time from November 1<sup>st</sup> to April 30<sup>th</sup> in preparation for the disinfection season when the weather gets warmer; and

**WHEREAS**, Pelton Environmental Products, Inc., of Lewis Center, Ohio, is the only distributor in our region for Trojan Technologies of London, Ontario, Canada, who is the sole source provider for the Trojan UV 4000 System products; and

**WHEREAS**, the total cost for the lamps, including shipping, is \$81,069.24 and will be paid with Sewer 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 purchase the lamps at the quoted price which expires December 16, 2018; 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 Public Works, 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 purchase One Hundred Twelve (112) 24" Lamps and Forty Eight (48) 28" Lamps for the Trojan

UV 4000 Systems at the Wastewater Treatment Plant from Pelton Environmental Products, Inc., of Lewis Center, Ohio, at an amount **not to exceed** Eighty One Thousand Sixty Nine and 24/100 Dollars (\$81,069.24).

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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: December 10, 2018



## COMMUNITY DEVELOPMENT

Matthew D. Lasko  
Chief Development Officer  
mlasko@ci.sandusky.oh.us

222 Meigs Street  
Sandusky, Ohio 44870  
419-627-5707  
www.ci.sandusky.oh.us

**To:** Eric L. Wobser, City Manager  
**From:** Matthew D. Lasko, Chief Development Officer  
**Date:** November 29, 2018  
**Subject:** Commission Agenda Item – Sale of Property

**Items for Consideration:** Legislation approving a Purchase Agreement (the “Agreement”) for the sale of property located on Milan Road.

**Background Information:** As part of the Neighborhood Initiative, the anchor project for the South of Kilbourne neighborhood called for upgrades to Jaycee Park – specifically “enhanced entrances off Milan Road” and the intersection of Milan Road and Baltimore Street was targeted for gateway and identity signage. Therefore, the area north of the current Jaycee Park entrance is critical to obtain and is also necessary in order to construct a multi-modal pathway connecting Jaycee Park to Huron Park. Unfortunately, the main parcel needing to be acquired to undertake such improvements was privately owned.

In the summer of 2018, the needed, .5-acre parcel referenced above (PPN: 57-05985.002) and an adjacent single-family home located at 1215 Milan Road (PPN: 57-01857.000) were listed jointly for sale. The City was able to execute a purchase agreement for both parcels and purchase them for \$87,500. Upon acquisition, the City provided the single-family home located at 1215 Milan Road with an additional rear yard space from the other purchased parcel and listed the single-family for sale for \$89,900 through local realtor Linda Armstrong of REMAX.

The City has received an offer for purchase that the staff is recommending acceptance of. The proposed purchaser, Michelle Williams, has offered \$82,000 to purchase the property and is requesting \$4,794 in closing cost assistance, seller paid 1-year home warranty and traditional inspection contingencies. The closing is estimated to occur on or before December 28, 2018.

The net proceeds to be received by the City is estimated at \$75,000. The proposed purchaser has also made application to the City’s Community Development Department for downpayment assistance since the home is located within a Neighborhood Initiative area. The application is under review but likely to be approved which will ensure the buyer remains an owner occupant in the home for minimally three (3) years.

**Budgetary Information:** The initial purchase of the properties was paid for utilizing the Neighborhood Initiative Fund. Upon sale, the sales proceeds will replenish the Neighborhood Initiative Fund. The shortfall between the cost to purchase the properties and the net sales proceeds of 1215 Milan Road will be paid for by the Neighborhood Initiative Fund.

**Action Requested:** It is requested that the proper legislation be prepared to approve executing the Purchase Agreement between the City of Sandusky and Michelle Williams. It is further requested that this legislation be passed in accordance with Section 14 of the City Charter to ensure the property sale is able to close by the date stipulated in the Purchase Agreement.

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Hank Solowiej, Finance Director  
Angela Byington, Planning Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 1215 MILAN ROAD, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 57-01857.000, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT TO SELL THE DESIGNATED REAL PROPERTY TO MICHELLE WILLIAMS; 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 anchor project for the South of Kilbourne neighborhood involves upgrades to Jaycee Park – specifically “enhanced entrances off Milan Road” and the intersection of Milan Road and Baltimore Street was targeted for gateway and identity signage; and

**WHEREAS**, a .5-acre parcel, located on Milan Road north of the current Jaycee Park entrance, which is critical to obtain in order to construct a multi-modal pathway connecting Jaycee Park to Huron Park, was listed for sale together with an adjacent single-family home located at 1215 Milan Road; and

**WHEREAS**, this City Commission authorized the City Manager to enter into a Residential Purchase Agreement for the purchase of this property located on Milan Road and identified as Parcel Nos. 57-05985.002 and 57-01857.000 by Ordinance No. 18-152, passed on July 23, 2018, and subsequently the City purchased both properties for \$87,500.00 using Neighborhood Initiative Funds; and

**WHEREAS**, upon acquisition, the City re-platted both parcels to provide additional green space and rear yard for the single-family home to increase its attractiveness and usefulness upon resale; and

**WHEREAS**, this City Commission authorized and directed the City Manager to execute a Listing Agreement with RE/MAX Quality Realty for the marketing and sale of property located at 1215 Milan Road and identified as Parcel No. 57-01857.000 by Ordinance No. 18-173, passed on August 27, 2018, and pursuant to the Listing Agreement the property was listed at \$89,900.00; and

**WHEREAS**, the City received an offer on the property in the amount of \$82,000.00 from Michelle Williams with a request for closing cost assistance totaling \$4,794.00; and

**WHEREAS**, proceeds received from the sale of property will be returned to the Neighborhood Initiative Fund; 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 ensure closing on the property by December 28, 2018, pursuant to the Purchase Agreement; 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. This City Commission finds, determines and declares that the Parcel No. 57-01857.000, located at 1215 Milan Road, 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 pursuant to Section 25 of the Charter of this City.

Section 2. The City Manager is hereby authorized and directed to enter into a Purchase Agreement with Michelle Williams for the sale of Parcel No. 57-01857.000, located at 1215 Milan Road, 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.

Section 3. 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 sale of Parcel No. 57-01857.000, located at 1215 Milan Road in Sandusky.

Section 4. 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 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 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

**PAGE 3 - ORDINANCE NO. \_\_\_\_\_**

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

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: December 10, 2018



# PURCHASE AGREEMENT OFFER, RECEIPT AND ACCEPTANCE



1 **BUYER:** Michelle Williams offers to buy the

2 **PROPERTY:** located at 1215 Milan Road

3 City Sandusky Ohio, Zip 44870 Permanent Parcel No(s): 5781857800

4 The property, which BUYER has examined and accepts in its "AS IS" PRESENT PHYSICAL CONDITION except for  
5 normal wear and tear, shall include the land, all appurtenant rights, privileges and easements, and all buildings and  
6 fixtures, including such of the following as are now on the property: all landscaping, electrical, heating, plumbing and  
7 bathroom fixtures, ceiling fans; central air conditioning systems; all window and door shades, blinds, awnings, screens,  
8 storm windows, curtain rods and drapery hardware; garbage disposal, TV antenna, rotor and control unit; radiator covers,  
9 smoke detectors, garage door opener(s) and controls; all attached wall-to-wall carpeting. The following selected  
10 items shall also remain: ☐ satellite dish; ☐ countertop range; ☒ range; ☐ wall oven;  
11 ☒ microwave; ☒ kitchen refrigerator; ☐ second refrigerator; ☒ dishwasher; ☐ washer; ☐ dryer; ☐ window air  
12 conditioner(s); ☐ through the wall air conditioners; ☐ gas grill; ☐ fireplace tools; ☐ screen; ☐ glass doors and  
13 ☐ grate; ☐ all existing window treatments; ☒ ceiling fan(s); ☐ wood burner stove inserts; ☐ gas logs; and  
14 ☐ water softener (do not check if leased); ☐ humidifier; ☒ dehumidifier; ☐ security system; ☐ freezer;  
15 ☐ indoor grill; ☒ mailbox and ☐ invisible fence, transmitter; ☐ collar(s).

16 Additional items to be included: shed, garbage disposal. All remain to buyer at zero value.

17  
18 Items Excluded:  
19

20 **SECONDARY OFFER:** This ☐ is ☒ is not a secondary offer. This secondary offer, if applicable, shall become a  
21 primary contract upon BUYER'S receipt of a signed copy of the release of the primary contract on or before  
22 NA (Date). BUYER shall have the right to terminate this secondary offer at any time prior  
23 to BUYER'S receipt of said copy of the release of the primary contract by delivering written notice to the  
24 SELLER or the SELLER'S agent. Upon receipt of the release of the primary contract, BUYER shall deposit earnest money  
25 within four (4) days and BUYER and SELLER agree to sign an addendum listing the date for loan application, loan  
26 approval, deposit of funds and documents, title transfer and possession.

27 **PRICE:** BUYER shall pay the sum of \$ 78,000 ☐ MW 11/29/18  
28 Payable as follows:

29 Earnest money in the form of a check, paid to/deposited with (check one)

30 ☐ Listing Broker ☒ Buyers' Broker or ☐

31 and credited against the purchase price

\$ 500.00 - Upon Acceptance

32 The check shall be deposited immediately upon acceptance  
33 of a binding Agreement as defined below on lines 283-272

34 Additional Funds to be deposited in escrow \$ tbd by lender

35 BUYER ☐ will ☐ will not (check one) meet down payment requirement  
36 in cash, without regard to the sale and/or closing of any other real property

37 Mortgage loan to be obtained by BUYER \$ tbd by lender

38 ☐ CONVENTIONAL ☒ FHA ☐ VA ☐ OTHER

39  
40 **FINANCING:** This transaction is conditioned upon BUYER obtaining a commitment for a R/R mortgage loan (the "Loan") from  
41 Howard Hanna Mortgage Services or such other lending institution chosen by BUYER in the amount set forth above, or in  
42 a lesser amount acceptable to BUYER. BUYER agrees to apply in writing for the Loan and order the appraisal within  
43 days after the date of acceptance, to cooperate fully with the lender's requests for information and to use good faith efforts  
44 to obtain the Loan and shall obtain a commitment for the Loan on or before 12/28/2018. If, despite  
45 BUYER'S good faith efforts, a loan commitment has not been obtained, then this Agreement shall be null and void. Upon signing  
46 of a mutual release by SELLER and BUYER, the earnest money deposit shall be returned to the BUYER without any further  
47 liability of either party to the other or to the Brokers and their agents. If this is a secondary offer, BUYER shall not be

48 obligated to make a loan application until after BUYER'S offer becomes the primary contract.

49 **CLOSING:** All documents and funds necessary to complete this transaction shall be placed in escrow with BUYER'S  
50 lending institution or a title company on or before 12/28/2018, and the deed shall be recorded on or  
51 about 12/28/2018, except that if a defect in title appears, SELLER shall have thirty (30) days  
52 after notice from BUYER to remove such defect and, if unable to do so, BUYER may either (1) accept title subject to such  
53 defect without any reduction in the purchase price or (2) terminate this Agreement, in which case neither BUYER,  
54 SELLER nor any REALTOR(S)® shall have any further liability to each other, and both BUYER and SELLER agree to sign  
55 a mutual release, whereupon the earnest money shall be returned to BUYER.

56 **POSSESSION:** SELLER shall deliver possession and occupancy to BUYER on or before 5 (time) ☐ a.m. ☒ p.m.  
57 0 day(s) after recording of the deed or at closing, whichever is later. Subject to BUYER'S rights, if any, the  
58 premises may be occupied by the SELLER free for zero (0) days and an additional 0  
59 (0) days at a rate of \$0 per day provided, however, that under no circumstances shall SELLER occupy  
60 premises beyond at closing (date). Payment and collection of fees for use and occupancy after transfer of title  
61 are the sole responsibility of SELLER and BUYER and not of the real estate agents or broker involved in the sale.

62 **TITLE:** SELLER shall convey a marketable title to BUYER by general warranty deed and/or fiduciary deed, if  
63 required, with dower rights released, free and clear of all liens and encumbrances whatsoever, except a) any  
64 mortgage assumed by BUYER, b) such restrictions, conditions, easements (however created), including without  
65 limitation subsurface rights, and encroachments, which do not materially adversely affect the use or value of the  
66 property, c) zoning ordinances, if any, and d) taxes and assessments, both general and special, not yet due and  
67 payable. BUYER is encouraged to obtain an Owner's Title Insurance Policy ("OTIP"). An OTIP is different from a  
68 lender's title insurance policy, which will not protect the BUYER from claims and challenges on the title. Seller  
69 shall furnish an OTIP from Barristers of Ohio or FIRST AMERICAN TITLE, SANDUSKY  
70 as agreed to by the parties, in an amount of the purchase price.

71 **LIMITED HOME WARRANTY:** Home Warranties DO NOT COVER PRE-EXISTING DEFECTS in the property nor does  
72 the existence of a warranty preclude the advisability of professional inspection(s). BUYER ☒ does elect ☐ does not elect  
73 (MARK THE APPROPRIATE BOX) to secure a Home Warranty Plan issued by Home Security of America, Inc. The cost of  
74 \$PER SELLER shall be paid by ☒ SELLER ☐ BUYER through escrow.

75 **PRORATIONS:** General taxes, annual maintenance fees, subdivision charges, special assessments, city and county  
76 charges and tenant's rents shall be prorated as of the date of the title transfer. Taxes and assessments shall be prorated  
77 based upon the latest available tax duplicate. However, if the tax duplicate is not yet available or the improved land is  
78 currently valued as land only, taxes and assessments shall be prorated based upon 35% of the selling price times the  
79 millage rate. The escrow agent is instructed to contact the local governmental taxing authority, verify the correct tax value  
80 of the property as of the date of title transfer and pay the current taxes due to the date of the title transfer. If the property  
81 being transferred is new construction and recently completed or in the process of completion at the time the AGREEMENT  
82 was signed by the parties, the escrow agent is instructed to make a good faith estimate of the taxes to be owed on the  
83 value of the improved property to the date of title transfer and reserve sufficient funds in escrow from SELLER'S net  
84 proceeds to pay those taxes when they become due and payable after title transfer. The escrow agent is instructed to  
85 release the balance, if any, of the funds on reserve, once it receives notice from the local county auditor that the taxes on  
86 the land and improvements have been paid in full to the date of title transfer. BUYER acknowledges that the latest  
87 available tax duplicate may not accurately reflect the amount of taxes and assessments that will be owed. SELLER agrees  
88 to reimburse BUYER directly outside of escrow for any increase in valuation and the cost of all passed or levied, but not yet  
89 certified, taxes and assessments, if any, prorated to the date of title transfer. SELLER is not aware of any proposed taxes  
90 or assessments, public or private, except the following:

91 In the event the property shall be deemed subject to any agricultural tax recoupment (C.A.U.V.), then  
92 ☐ BUYER ☒ SELLER agrees to pay the amount of such recoupment.

93 **CHARGES/ESCROW INSTRUCTIONS:** This AGREEMENT shall be used as escrow instructions subject to the  
94 Escrow Agent's usual conditions of acceptance. If there is any conflict between the escrow agent's usual conditions of  
95 acceptance and this Agreement, the terms of this Agreement shall prevail.

96 SELLER shall pay the following costs through escrow: a) any governmental conveyance fee or transfer tax; b) any  
97 amount required to discharge any mortgage, lien or encumbrance not assumed by BUYER and to record the cancellation  
98 thereof; c) title exam and one half the cost of insuring premium for Owners Fee Policy of Title Insurance; d) deed prepara  
99 tion costs; e) prorations due BUYER; f) real estate brokerage commissions as described in lines 301-303 below; and g)  
100 one-half of the escrow fee (unless VA/FHA regulations prohibit payment of escrow fees by BUYER, in which case  
101 SELLER shall pay the entire escrow fee). SELLER shall pay directly all utility charges to the date of title transfer or  
102 date of possession, whichever is later. The escrow agent shall withhold \$300.00 from the proceeds due SELLER  
103 for the SELLER'S final water and sewer bills. Tenant security deposits, if any, shall be credited in escrow to the BUYER.

Property Address: 1215 Milan Road, Sandusky, OH 44870

104 BUYER shall pay the following through escrow: a) one-half of the escrow fee (unless prohibited by VA/FHA  
105 regulations); b) one-half the cost of insuring premiums for Owners Fee Policy of Title Insurance; c) all recording fees  
106 for the deed and any mortgage, and d) a commission of \$265.00 to Howard Hanna for brokerage services rendered  
107 to the BUYER. BUYER shall secure new insurance on the property.

108 The cost of the home warranty plan, if any, shall be charged as shown in line 74 above.

109 ☒ The SELLER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement  
110 Statement to the SELLER'S Broker listed on this Agreement promptly after closing.

111 ☒ The BUYER hereby authorizes and instructs the escrow agent to send a copy of the fully signed ALTA Settlement  
112 Statement to BUYER'S Broker listed on this Agreement promptly after closing.

113 **INSPECTIONS:** BUYER shall have professional inspectors perform, at BUYER'S expense, the inspection(s) indicated  
114 below. A professional is a person engaged full-time for profit in the business directly related to the inspection service  
115 indicated. BUYER must indicate "yes" for each professional inspection desired and the number of days following the  
116 date of Acceptance that BUYER has to conduct each inspection elected. BUYER assumes sole responsibility to select  
117 and retain a professional inspector for each requested inspection and releases Broker of any and all liability regarding  
118 the selection or retention of the inspector(s). If BUYER does not elect inspections, BUYER acknowledges that BUYER  
119 is acting against the advice of BUYER'S agent and broker. BUYER understands that all real property and  
120 improvements may contain defects and conditions that are not readily apparent and which may affect a property's use  
121 or value. BUYER and SELLER agree that the Broker(s) and their agents do not guarantee and in no way assume  
122 responsibility for the property's condition. BUYER acknowledges that it is BUYER'S own duty to exercise reasonable  
123 care to inspect and make diligent inquiry of the SELLER or BUYER'S inspectors regarding the condition and systems  
124 of the property.

125 **INSPECTIONS REQUIRED BY ANY STATE, COUNTY, LOCAL GOVERNMENT OR FHAVA DO NOT**  
126 **NECESSARILY ELIMINATE THE NEED FOR THE INSPECTIONS LISTED BELOW.**

127 **WAVES:** ☒ ☒ (initials) BUYER elects to waive each professional inspection to which BUYER has not indicated  
128 "YES." Any failure by BUYER to perform, within the time specified, any inspection indicated "YES" herein is a waiver of  
129 such inspection and shall be deemed absolute acceptance of the property by BUYER in its "AS IS" condition.

Choice		Inspection	Expense	
Yes	No		BUYER'S	SELLER'S
<input checked="" type="checkbox"/>	<input type="checkbox"/>	GENERAL HOME 10 days from acceptance of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	SEPTIC SYSTEM _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WATER POTABILITY _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	WELL FLOW RATE _____ days from acceptance of AGREEMENT	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	RADON 10 days from acceptance of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	MOLD* 10 days from acceptance of AGREEMENT	<input checked="" type="checkbox"/>	<input type="checkbox"/>

138 \*Buyer is advised to hire a professional inspector who is qualified to determine whether mold is present in the property, what  
139 type of mold is present and to propose an appropriate treatment of any mold that is discovered. Both prior and current water  
140 leaks and water damage to a property can result in the existence of mold which may cause adverse health effects.

141 ☒ ☐ OTHER 12 days from acceptance of AGREEMENT ☒ ☐

142 **ANY OTHER INSPECTION(S) DEEMED NECESSARY FROM INSPECTOR(S).**

143 Within three (3) days after completion of the last inspection, BUYER shall elect one of the following:

144 (A) Remove the inspection contingency and accept the property in its "AS IS" present physical condition.  
145 If the property is accepted in its "AS IS" present physical condition, then BUYER agrees to sign an  
146 *Amendment/Removal of Contingency*.

147 (B) Accept the property subject to SELLER agreeing to have specific material defects, that were either previously  
148 disclosed in writing by the SELLER or identified in a written inspection report, repaired by a qualified  
149 contractor in a professional manner at SELLER'S expense; BUYER agrees to provide SELLER with a  
150 copy of all inspection reports and to sign an Amendment to Purchase Agreement removing the  
151 inspection contingency and identifying those specific material defects which are to be repaired.  
152 SELLER and BUYER shall have three (3) days from SELLER'S receipt of BUYER'S written request and  
153 copies of inspection reports to agree in writing which material defect(s), if any, shall be corrected by SELLER  
154 at SELLER'S expense. If BUYER and SELLER do not agree in writing within those three (3) days, then this  
155 AGREEMENT shall be null and void, and SELLER and BUYER agree to sign a mutual release, whereupon

Purchase Agreement 6/15/18  
Page 3 of 6

SELLER'S INITIALS AND DATE

BUYER'S INITIALS AND DATE

Property Address: 1215 Milan Road, Sandusky, OH 44870

the earnest money shall be returned to BUYER. SELLER agrees to provide reasonable access to the property for BUYER to review any such material defects corrected by SELLER. For purposes of this AGREEMENT, "material defects" DO NOT include minor routine maintenance. OR

(C) Terminate this Agreement if BUYER'S written inspection report(s) or any other source(s) identify material defects NOT previously disclosed in writing by SELLER. If BUYER elects to terminate, BUYER agrees to provide a copy of the written inspection report(s) to SELLER, and both parties agree to promptly sign a mutual release, whereupon the earnest money shall be returned to BUYER.

Yes No

☒ **PEST/WOOD DESTROYING INSECTS:** An inspection of all structures on the property shall be made within 10 days by a licensed inspection or exterminating agency of ☐ BUYER'S or ☒ SELLER'S choice at ☐ BUYER'S ☒ SELLER'S expense and such agency's written report made available to the BUYER before closing. If such report shows existing infestation or damage by pests, termites or other wood destroying insects, treatment of the condition shall be made by a licensed exterminating agency which shall furnish a certificate of guarantee for a period of at least one year in the case of termites and a certificate of guarantee for a period of at least 60 days in the case of wood destroying insects. ALL REPAIRS AND TREATMENT COSTS SHALL BE PAID BY THE ☐ BUYER OR ☒ SELLER (unless FHA/VA regulations prohibit payment of inspection and/or repair expenses by BUYER, in which case SELLER shall pay such costs and/or repair expense). This agreement may be voided by either party, if the repair exceeds \$500.00. In that event, SELLER and BUYER agree to sign a mutual release whereupon the earnest money shall be returned to the BUYER.

Yes No

☐ ☒ **LEAD-BASED PAINT:** BUYER shall have the right to have a risk assessment or inspection of the property by a professional inspector, for the presence of lead-based paint and/or lead-based paint hazards at BUYER'S expense within NA days after acceptance. (Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet "Protect Your Family From Lead In Your Home" for more information.) In the event existing deficiencies or corrections are identified by the inspector in their written report, BUYER shall have the right to terminate the AGREEMENT or request that the SELLER repair the specific existing deficiencies noted on the written inspection report. In that event, BUYER agrees to immediately provide SELLER with a copy of the written inspection and/or risk assessment report. Upon receipt of the inspection report and BUYER'S request for repairs, SELLER shall have the option to either agree to correct the deficiencies identified in the inspector's written report or decline to do any repairs. If SELLER elects to correct the deficiencies, SELLER agrees to provide to BUYER prior to Title Transfer a certificate from a qualified risk assessor or inspector demonstrating that the deficiencies have been remedied. If the SELLER declines to correct the deficiencies, BUYER may elect to terminate the AGREEMENT or accept the property in its "AS IS" condition. BUYER may remove this right of inspection at any time without SELLER'S consent.

BUYER ☒ HAS ☐ HAS NOT ☐ BUYER'S initials) received a copy of the EPA pamphlet titled "PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME" and a copy of the "DISCLOSURE ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS."

If BUYER has not received such pamphlet and disclosure, then this offer is subject to the SELLER completing the disclosure form and BUYER'S review and approval of the information contained on the disclosure form within days from receipt.

The BUYER and SELLER can mutually agree IN WRITING to extend the dates for inspections, repairs, or to exercise their right to terminate the Agreement. SELLER agrees to provide reasonable access to the property for BUYER to review and approve any conditions corrected by SELLER. If this is a secondary offer, the number of days specified for each of the inspections indicated in lines 132-142 shall be from the date this becomes the primary contract and not from the date of acceptance.

**MEGAN'S LAW:** SELLER represents that SELLER has disclosed to BUYER all notices received pursuant to Ohio's sex offender law. The BUYER acknowledges that the information disclosed may no longer be accurate and assumes the responsibility to check with the local sheriff's office for current, complete and accurate information. BUYER will rely on BUYER'S own inquiry with the local sheriff's office as to registered sex offenders in the area and will not rely on SELLER or any real estate agent involved in the transaction to determine if a sex offender resides in the area of the property.

**CONDITION OF PROPERTY:** BUYER has examined the property and agrees that the property is being purchased in its "AS IS" PRESENT PHYSICAL CONDITION including any defects disclosed by the SELLER on the State of Ohio Residential Property Disclosure Form, identified by any inspections requested by either party or on any other forms or addenda made a part of this Agreement or identified by any other source. SELLER warrants to BUYER that SELLER has completed the State of Ohio Residential Property Disclosure Form accurately and thoroughly and that no additional items of disclosure have occurred since the SELLER'S completion of that form. SELLER agrees to notify BUYER in writing of any additional disclosure items that arise between the date of acceptance and the date of recording of the deed. BUYER has not relied upon any representations, warranties or statements about the property (including but not limited to its condition or use)

Property Address: 1215 Milan Road, Sandusky, OH 44870

213 unless otherwise disclosed on this AGREEMENT or on the *Residential Property Disclosure Form*, BUYERS must  
214 initial one of the following:

215 BUYER ☒ HAS M W (BUYER'S initials), prior to signing this offer, received a copy of the *Residential*  
216 *Property Disclosure Form* which was signed by SELLER on 09/12/2018 (date).

217 BUYER ☐ HAS NOT            (BUYER'S initials) received a copy of the *Residential Property Disclosure Form*.  
218 This offer is subject to the SELLER completing the *Residential Property Disclosure Form* and BUYER'S review and  
219 approval of the information contained on the disclosure form within            days from receipt.

220 BUYER acknowledges that the SELLER completed the *Residential Property Disclosure Form* and agrees to hold the  
221 Brokers and their agents harmless from any misstatements or errors made by the SELLER on that form. BUYER also  
222 acknowledges and agrees that the Brokers and their agents have no obligation to verify or investigate the information  
223 provided by the SELLER on that form. BUYER hereby acknowledges that any representation by SELLER or the real  
224 estate agent(s) regarding the square footage of the rooms or structures, the lot dimensions, homeowners' fees, public  
225 and private assessments, utility bills, taxes and special assessments are approximate and not guaranteed.

226 Please list any and all verbal representations made by Brokers or their agents that you relied upon when  
227 purchasing this property (if none, write "none"). NONE  
228

229 SELLER agrees to leave the property in broom clean condition with all rubbish and personal items removed by closing.

230 SELLER shall pay all costs for the repair of any leak(s) in the water or gas main supply lines found between the street and  
231 foundation at the time of transfer or restoration of utilities. SELLER agrees to comply with any and all local governmental  
232 point of sale laws and/or ordinances. SELLER shall promptly provide BUYER with copies of any notices received from  
233 governmental agencies to inspect or correct any current building code or health violations. If applicable, BUYER and  
234 SELLER shall have THREE (3) days after receipt by BUYER of all notices to agree in writing which party shall be  
235 responsible for the correction of any building code or health violation(s). In the event BUYER and SELLER cannot agree in  
236 writing, this AGREEMENT can be declared null and void by either party. In that event, SELLER and BUYER agree to sign a  
237 mutual release with instruction to the Broker for disbursement of the earnest money on deposit.

238 **REPRESENTATIONS AND DISCLAIMERS:** BUYER acknowledges that BUYER is relying upon BUYER'S own  
239 inspection and evaluation of the property, whether performed by BUYER or BUYER'S independent inspectors or contractors,  
240 in determining the property's condition or fitness. BUYER understands that Howard Hanna and its agents do not warrant  
241 the condition or systems of the property or guarantees that SELLER has disclosed all defects.

242 BUYER acknowledges that, except as specifically noted on lines 226-228 above, Howard Hanna and its agents have  
243 not made any representations, warranties, or agreements, express or implied regarding the condition or use of  
244 the property, including but not limited to any representation that: (a) the basement, crawl space, or slab area do not  
245 incur seepage, leakage, dampness, or standing water; (b) the heating, cooling, plumbing, or electrical system(s) or  
246 any built-in appliance is in good working condition or is completely functional; (c) the roof is weather tight and/or  
247 structurally sound; (d) the structure is free from insect infestation, lead paint, or lead paint hazards; (e) the water  
248 supply or septic system, if any, are not deficient in any respect; or (f) radon gas, urea-formaldehyde foam or  
249 asbestos insulation, or any other toxic substance including any toxic form of mold, is not present on the property.

250 **DAMAGE:** If any building or other improvements are destroyed or damaged in excess of ten percent of the purchase  
251 price prior to title transfer, BUYER may either accept the insurance proceeds for said damage and complete this  
252 transaction or may terminate this AGREEMENT and receive the return of all deposits made. In that event, SELLER  
253 and BUYER agree to sign a mutual release with instruction to the Broker for disbursement of the earnest money on  
254 deposit. If such damage is less than ten percent of the purchase price, SELLER shall restore the property to its prior  
255 condition and BUYER agrees to complete the purchase of the property.

256 **MONEY BACK GUARANTEE:** (Elect one) BUYER ☐ does elect ☒ does not elect to purchase the Howard Hanna  
257 Money Back Guarantee Program, subject to Program's terms and conditions. If BUYER elects the Program, then this  
258 Agreement and BUYER'S obligations hereunder are conditioned upon approval of BUYER'S Application to  
259 Repurchase by Home Trade-In Company, Inc. ("HTCI") within seven (7) days from Acceptance as herein defined.  
260 BUYER'S fully-executed Application, including BUYER'S agreement to pay HTCI a fee of 1% of the purchase price, is  
261 attached hereto. If HTCI does not approve the Application, then this Agreement shall be null and void and BUYER and  
262 SELLER agree to sign a mutual release whereupon the earnest money shall be returned to BUYER.

263 **BINDING AGREEMENT:** For purposes of this AGREEMENT, "acceptance" shall occur upon the written acceptance,  
264 without any material change to the last offer or counter offer, and either the verbal or written communication of that  
265 acceptance to the last offering party or their agent. For purposes of this Agreement, "days" shall be defined as calendar  
266 days. Upon acceptance, this offer and all attachments and addenda, shall become an AGREEMENT binding on BUYER and  
267 SELLER, their heirs, executors, administrators, successors and assigns and shall be deemed to contain all the terms,  
268 conditions, representations and warranties, either expressed or implied, agreed upon by the BUYER and SELLER with

Property Address: 1215 Milan Road, Sandusky, OH 44870

respect to this transaction. All counter-offers, amendments, changes or deletions to this AGREEMENT shall be in writing and be signed by both BUYER and SELLER. Facsimile or other electronically transmitted signatures shall be deemed binding and valid. THIS IS A LEGALLY BINDING CONTRACT. The parties should consult an attorney or other professional if in need of legal or tax advice.

**ADDITIONAL TERMS:** Appraisal must meet or exceed purchase price. Seller to contribute 6% of purchase price towards buyers costs, pre-paids and fees. Contingent upon buyer receiving \$2,796.50 from the City of Sandusky Grant.

**ADDENDA:** The additional terms and conditions in the following checked addenda and/or attachments ☒ Agency Disclosure Statement; ☒ Residential Property Disclosure; ☐ VA/FHA Addendum; ☐ FHA Home Inspection Notice; ☐ Condominium; ☐ House Sale Contingency; ☐ House Sale Concurrence; ☒ Lead-Based Paint; ☐ Homeowner's Association; ☐ Application to Repurchase by Home Trade-In Company, Inc. (if BUYER elects Money Back Guarantee Program) ☒ Walk Through Addendum; ☒ Other CONSUMER GUIDE, ANTI-FRAUD, AFFILIATED BUSINESS. The terms and conditions of all such addenda or attachments shall supersede any conflicting terms in this Agreement.

**EARNEST MONEY:** In the event of a dispute between the Seller and Buyer regarding the disbursement of the earnest money, the broker is required by Ohio law to maintain such funds in the broker's trust account until the broker receives (a) written instructions signed by the parties specifying how the earnest money is to be disbursed or (b) a final court order that specifies to whom the earnest money is to be awarded. If within two years from the date the earnest money was deposited in the broker's trust account, the parties have not provided the broker with such signed instruction or written notice that such legal action to resolve the dispute has been filed, the broker shall return the earnest money to the purchaser with no further notice to the seller. The broker shall acknowledge receipt of the earnest money shown on line 31 to the escrow agent who shall credit that amount to the Buyer's escrow account. Unless otherwise stated herein, the earnest money shall be retained in the broker's trust account until after the transfer at which time it shall be applied against any compensation due the broker. Any amount by which the earnest money exceeds the compensation due the broker shall be remitted to the escrow agent.

**BUYER:** Michelle Williams Address: \_\_\_\_\_  
Print name: Michelle Williams ZIP: \_\_\_\_\_

**BUYER:** \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Print name: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPOSIT RECEIPT:** Receipt is hereby acknowledged, of \$500.00 - Upon Acceptance earnest money, subject to the terms of the above offer.

**HOWARD HANNA** (License #0000169163):

By KYLE M. DECKER (License #2015002207) Office: CATAWBA Phone: 567-230-2008

**ACCEPTANCE:** SELLER accepts the above offer and hereby instructs the Escrow Agent to pay from SELLER'S escrow funds a brokerage commission of \$265, if the property is listed with Howard Hanna, and 2.4 % of the purchase price to Howard Hanna, 8000 Parkland Blvd, 3rd Floor, Mayfield Heights, OH 44124

**Listing Broker:** ReMax Quality R License # 316824 **Listing Agent:** Linda Armstrong License # 325891

**SELLER:** \_\_\_\_\_ Address: \_\_\_\_\_  
Print name: City of Sandusky ZIP: \_\_\_\_\_

**SELLER:** \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Print name: \_\_\_\_\_ Date: \_\_\_\_\_

**COUNTER OFFER TERMS:** Time is of an essence. Seller to respond on or before 11/30/2016 BY 5PM.

Sellers' signature \_\_\_\_\_ Date \_\_\_\_\_ Sellers' signature \_\_\_\_\_ Date \_\_\_\_\_



### WALK-THROUGH ADDENDUM

This Addendum is made part of the Agreement between  
Michelle Williams ("Buyer") and  
City of Sandusky ("Seller") for  
1215 Milan Road, Sandusky, OH 44870 (the "Property")  
with offer dated 11/29/2018.

The parties agree that Buyer will be given an opportunity to walk through the Property on or about 0-7 day(s) prior to the date of title transfer solely for the purpose of verifying that the Property is in the same or similar condition, absent normal wear and tear, that it was at the time of the execution of the Agreement.

Buyer acknowledges and agrees that no issues may be raised at the time of the walk-through with respect to any condition of the Property that was in existence at the time of Buyer's viewing or inspection of the Property.

In the event that the walk-through evidences a material adverse change in the condition of the Property, then Buyer shall promptly notify the Seller and the escrow agent in writing. Thereafter, the parties shall mutually agree in writing upon an amount to be either:

- (1) held in escrow from Seller's proceeds pending correction of the material adverse change; or
- (2) credited to Buyer through escrow at the time of title transfer.

BUYER: Michelle Williams SELLER:  X  
BUYER:  SELLER:   
DATE: 11/29/18 DATE:  X

**Removal of Walk-Through:** The undersigned Buyer hereby waives and removes the Walk-Through in the above referenced purchase agreement.

BUYER:  BUYER:   
DATE:  DATE:



# VA/FHA ADDENDUM



This Addendum is made part of the Offer to Purchase and Acceptance by and between  
Michelle Williams ("BUYER") and  
City of Sandusky ("SELLER") for the  
property known as 1215 Milan Road Sandusky, Ohio, ("Property"),  
with offer dated 11/29/2018 ("Agreement"). The parties agree that the financing for the property referenced above shall  
be secured through a (check one): ☐ VA ☒ FHA mortgage loan.

**FHA ADDENDUM:** It is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless BUYER has been given in accordance with HUD FHA or VA requirements a written statement by the Federal Housing Commission, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not less than \$79,900. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage that the Department of Housing and Urban Development will insure; HUD does not warrant the value or the condition of the Property. BUYER should satisfy himself/herself that the price and condition of the Property are acceptable.

**FHA CERTIFICATION:** We, the undersigned, the BUYER, the SELLER, and the real estate licensee(s) involved in this transaction each certify that the terms of the contract for purchase are true to the best of our knowledge and belief and that any other agreement entered into by any of these parties in connection with this transaction is attached to the sales agreement.

**VA ADDENDUM:** It is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of earnest money deposits or otherwise unless BUYER has been given in accordance with HUD FHA or VA requirements a written statement by the Federal Housing Commission, Veterans Administration, or a Direct Endorsement lender setting forth the appraised value of the Property not less than \$NA. BUYER shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage that the Department of Housing and Urban Development will insure; HUD does not warrant the value or the condition of the Property. BUYER should satisfy himself/herself that the price and condition of the Property are acceptable.

**CERTIFICATION OF SELLER FOR FHA/VA INSURED MORTGAGE TRANSACTION:** I certify that the terms of the sales contract dated 11/29/2018 are true to the best of my knowledge and belief and that there are no other agreements between me, the Buyers or real estate licensee(s), except those attached to the sales contract. I certify that I have no knowledge of any loans that have or will be made to the Borrower(s), or loans that have or will be assumed by Borrower(s) for purposes of financing this transaction, other than those described in the sales contract, including addenda. I certify that I have not nor will I pay or reimburse the Borrower(s) for any part of the cash downpayment. I certify that I have not nor will I reimburse the Borrower(s) for any part of the Borrower's closing costs which have not been previously disclosed in the sales contract, including any addenda.

**POINTS, CLOSING COSTS, AND ASSESSMENTS:** SELLER shall pay \$4,794.00 towards BUYER'S points and/or closing costs, and/or prepaids to the extent permissible by VA/FHA regulations. SELLER also agrees to pay any closing costs that are ordinarily chargeable to the BUYER, but which are not collectible from BUYER by reason of government regulations. The parties acknowledge that special assessments must be paid in full at closing by SELLER unless BUYER has obtained written authorization from the lender and housing agencies. The BUYER may assume annual assessments by written agreement of the parties. The parties acknowledge and agree that, pursuant to lender regulations, no administrative or processing fees shall be charged to BUYER by Howard Hanna or any other broker in connection with a VA loan.

**PEST INSPECTION:** A pest inspection by a licensed pest inspector will be required before closing on all VA loans and on FHA loans if required by the appraiser. Active wood infestation or damage reported must be treated and/or repaired prior to loan closing. The parties agree that the real estate licensee(s), lender, and FHA are not responsible for the accuracy of the report, the treatment or repair of any active infestation, or any ensuing damage.

SELLER	DATE
SELLER	DATE
<u>Kathy Ensom</u>	<u>11-30-18</u>
Listing Agent	DATE
Listing Broker	DATE

<u>Michelle Williams</u>	<u>11/29/18</u>
BUYER	DATE
BUYER	DATE
<u>[Signature]</u>	<u>11/29/18 9:13 PM EST</u>
Selling Agent	DATE
Selling Broker	DATE

**WARNING:** Section 1010 of Title 18, U.S.C. "Federal Housing Administration Transaction" provides: "Whoever, for the purpose of influencing in any way the action of such Administration, makes, passes, utters, or publishes any statement, knowing the same to be false, shall be fined not more than \$5,000.00 or imprisoned not more than two years, or both." Other federal statutes provide severe penalties for any fraud or intentional misrepresentation made for the purpose of influencing the issuance of any guaranty or insurance or the making of a loan by the Administrator for Veterans Affairs.

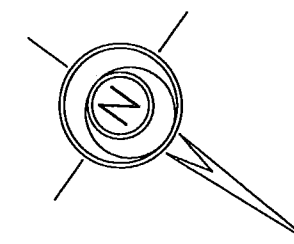
LENDER REQUIRES ORIGINAL ADDENDUM

MAG NAIL  
FOUND

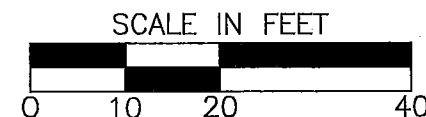
SURVEY REFERENCE:  
PLAT OF MCKELVEY'S SUBDIVISION  
P.V. 2, PG. 21

### LEGEND

- IRON ROD SET
- IRON ROD FOUND
- MONUMENT BOX
- IRON PIPE FOUND



SCALE: 1" = 20'



BEARINGS HEREON ARE BASED UPON  
OHIO STATE PLANE COORDINATE SYSTEM  
NAD '83.

I HEREBY CERTIFY THAT THIS PLAT WAS  
PREPARED FROM AN ACTUAL FIELD  
SURVEY OF THE PREMISES CONDUCTED  
BY ME PURSUANT TO CHAPTER 4733-37  
OF THE OHIO ADMINISTRATIVE CODE.

*John Hancock*  
JOHN HANCOCK, P.S.  
OHIO R.L.S. 6918

DATE: OCTOBER 9, 2018



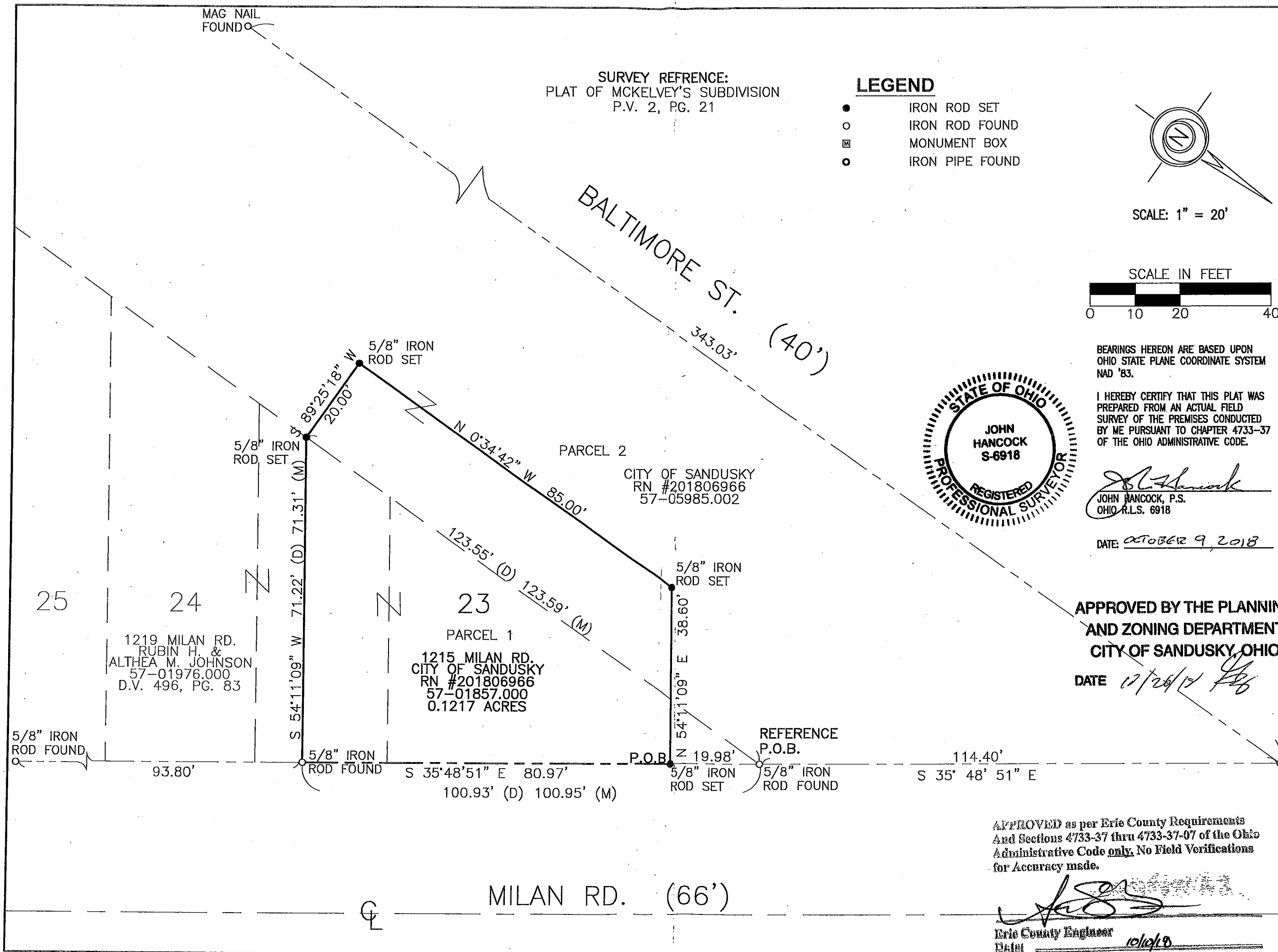
APPROVED BY THE PLANNING  
AND ZONING DEPARTMENT  
CITY OF SANDUSKY, OHIO

DATE 10/24/18 *JS*

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.

*John Hancock*  
Erie County Engineer  
Date: 10/24/18

REVISED:	
<b>John Hancock &amp; Associates</b> INCORPORATED ENGINEERS - SURVEYORS 326 E. MARKET ST. SANDUSKY, OHIO 44870 (419) 625-7838	
<b>LOT SPLIT OF PARCELS 1 &amp; 2 CITY OF SANDUSKY</b> PART OF LOTS 23 & 24 IN MCKELVEY'S SUBDIVISION & ALSO BEING PART OF OUTLOT 10 OF SCRANTON'S SURVEY EAST OF COLUMBUS AVENUE WARD 2, CITY OF SANDUSKY, ERIE COUNTY, OHIO	
JOB NO.:	268318
DRN BY:	JKK
FILE NO.:	2683-SURV
DATE:	10/2/18
SCALE:	1" = 20'
SHEET NO.:	1





## COMMUNITY DEVELOPMENT

### *Building Division*

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5940  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager  
**From:** Scott Thom, Chief Building Official  
**Date:** December 3, 2018  
**Subject:** Commission Agenda Item - Consulting Contract for CY 2019 with John A. Feick for Alternate Master Plans Examiner and Alternate Building Official.

**Items for Consideration:** A consulting contract with Mr. John A. Feick to carry out the activities of Alternate Master Plans Examiner and Building Official for the City of Sandusky. The City previously approved a contract for Mr. Feick to perform these activities in 2018.

**Background Information:** This contract will continue to allow the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Divisions/Departments requirements. Under state regulations, a certified building department may contract out the activities of Alternate Master Plans Examiner and Building Official to state certified professionals.

**Budgetary Information:** Mr. Feick will be paid at the rate of \$55.00 per hour for work performed up to a maximum of \$7,500.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

**Action Requested:** It is requested that the proper legislation be prepared to enter into contract with Mr. Feick and that this legislation take immediate effect in full accordance with Section 14 of the City Charter to meet the State of Ohio Board of Building Standards Certified Building Department requirements and continue these necessary services without interruption to the City as the current contract expires December 31, 2018.

---

Scott Thom

Chief Building Official

I concur with this recommendation:

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Eric L. Wobser  
City Manager

---

Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Hank Solowiej, Finance Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONSULTING CONTRACT WITH JOHN A. FEICK FOR CY 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Department of Community Development wants to use the services of John A. Feick to carry out the activities of Alternate Building Official and Alternate Master Plans Examiner for the City of Sandusky; and

**WHEREAS**, this contract allows the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements; and

**WHEREAS**, under state regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Master Plans Examiner to state certified professionals; and

**WHEREAS**, John A. Feick has performed these activities for several years and is currently certified to do so; and

**WHEREAS**, John A. Feick will be paid at the rate of \$55.00 per hour up to a maximum of \$7,500.00 and the funds to cover this contract are included in the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; 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 continue this necessary service without interruption to the City as the current contract expires on December 31, 2018; 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 enter into a Consulting Contract, a copy of which is attached to this Ordinance and marked Exhibit "A" and the original being on file with the Division of Building Inspection, with John A. Feick for services as an Alternate Building Official and Alternate Master

Plans Examiner for CY 2019. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: December 10, 2018

## **AGREEMENT FOR SERVICES OF CONSULTANT**

This Agreement made on and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and John A. Feick herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the parties agree as follows:

### **I. RECITALS**

The City desires to contract with the Consultant to provide technical assistance and professional expertise as an Alternate Master Plans Examiner (examining and judging building plans required to be submitted to the building department for approval), and an Alternate Building Official (performing the necessary inspections of new and existing buildings and structures for compliance with applicable legal requirements), in order to assist the City's Building Department and the City's Chief Building Official.

The Consultant acknowledges that he currently has the necessary education and experience to provide the services required by this agreement and will continue to maintain all certifications and professional licenses and attend required continuing education seminars, in order to provide the City with the consulting services required by this agreement.

### **II. SCOPE OF SERVICES / NON-ASSIGNMENT**

The Consultant agrees to personally furnish professional and technical assistance at the request of the City's Chief Building Official or the Chief Development Officer, which includes but is not limited to the following:

- a. Alternate Master Plans Examiner:

Consultant shall review and examine, with authority to approve, building plans submitted for approval in order to obtain appropriate building permits, thereby ensuring the continued certification of the City of Sandusky's Building Department;

b. Alternate Building Official:

Consultant shall inspect new and existing buildings and structures to ensure compliance with all applicable laws, regulations, and standards, which shall include the authority of condemnation of property and all appropriate nuisance abatement up to and including demolition of unsafe structures.

Consultant shall perform the duties under this agreement personally and shall not assign or delegate the performance of those duties to any other person.

**III. INDEPENDENT CONTRACTOR**

Consultant acknowledges that he is an independent contractor while performing the services required in this agreement. The City is contracting with Consultant for the services described within the body of this agreement and Consultant reserves the right to determine the method and manner by which the services will be performed subject to any timelines of certain services which is or may be required by the Governing Laws and Procedures. The City acknowledges that Consultant has other clients and offers services to the general public and that the order or sequence in which Consultant performs the services to the City is under the Consultant's control subject to the time devoted by Consultant necessary to comply with any applicable time requirements.

**IV. INSURANCE**

Consultant agrees to maintain a business liability insurance policy.

## **V. CONFIDENTIALITY**

Consultant agrees that any information communicated in any manner to the Consultant during the performance of the services required by this agreement, which concerns confidential personal, financial or other affairs of the City or the public shall be treated by the Consultant as confidential and shall not be revealed or discussed unless specifically authorized in writing by the City to do so.

## **VI. COMPENSATION**

Consultant shall be paid at the rate of Fifty-Five and 00/100 Dollars (\$55.00) per hour for work performed in accordance with this agreement up to a maximum of Seven Thousand Five Hundred and 00/100 Dollars (\$7,500.00) per year.

Consultant agrees to timely submit monthly invoices to the Department of Community Development of the City representing services rendered for the previous 30 day period. The City agrees to make timely payment to Consultant within 30 days after receipt of the monthly invoice from Consultant.

## **VII. TERM AND TERMINATION**

This agreement will begin January 1, 2019, and will terminate December 31, 2019. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 224 E. Water Street, Sandusky, Ohio 44870 and to the City at 222 Meigs Street, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this agreement, Consultant shall have no

further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for services rendered before the notice of termination is received or December 31, 2019, whichever occurs first.

#### **VIII. PARTIES BOUND**

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

#### **IX. ENTIRE AGREEMENT**

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of this Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement.

#### **X. SEVERABILITY**

If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

#### **XI. AMENDMENTS**

This Agreement may be amended by the parties only by a written agreement signed by both parties.

**SIGNATURE PAGE TO FOLLOW**

**WITNESSES:**

**CITY OF SANDUSKY:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Eric L. Wobser, City Manager

**WITNESSES:**

**CONSULTANT:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
John A. Feick

Approved as to Form:

\_\_\_\_\_  
Trevor M. Hayberger (#0075112)  
Law Director  
City of Sandusky

**CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2019 under the Agreement have been lawfully appropriated by the Commission 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hank Solowiej  
Director of Finance

\_\_\_\_\_  
Account Number



## COMMUNITY DEVELOPMENT

### *Building Division*

222 Meigs Street  
Sandusky, Ohio 44870

419.627.5940

[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager  
**From:** Scott Thom, Chief Building Official  
**Date:** December 3, 2018  
**Subject:** Commission Agenda Item - Consulting Contract for CY 2019 with George J. Poulos for Primary Alternate Master Plans Examiner and Back-up Building Official

**Items for Consideration:** A consulting contract with Mr. George J. Poulos to carry out the activities of Back-up Building Official and Primary Alternate Master Plans Examiner for the City of Sandusky. Mr. Poulos has performed these activities for the City for many years as the City's Chief Building Official and is currently certified to do so.

**Background Information:** This contract will continue to allow the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Divisions/Departments requirements. Under state regulations, a certified building department may contract out the activities of Alternate Building Official and Alternate Master Plans Examiner to state certified professionals.

**Budgetary Information:** Mr. Poulos will be paid at the rate of \$2,000 per month for work performed for a total of \$24,000.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

**Action Requested:** It is requested that the proper legislation be prepared to enter into a contract with Mr. Poulos and that this legislation take immediate effect in full accordance with Section 14 of the City Charter to immediately execute the agreement, which is effective on January 1, 2019, and to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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Scott Thom

Chief Building Official

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Hank Solowiej, Finance Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONSULTING CONTRACT WITH GEORGE J. POULOS FOR CY 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Department of Community Development wants to use the services of George J. Poulos to carry out the activities of a Back-up Building Official and Primary Alternate Master Plans Examiner for the City of Sandusky; and

**WHEREAS**, this contract allows the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements; and

**WHEREAS**, under state regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Master Plans Examiner to state certified professionals; and

**WHEREAS**, George J. Poulos has performed these activities for many years as the City's Chief Building Official and is currently certified to do so; and

**WHEREAS**, George J. Poulos will be paid \$2,000.00 per month for a total cost of \$24,000.00 and the funds to cover this contract are included in the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; 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 which commenced on January 1, 2019; 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 enter into a Consulting Contract, a copy of which is attached to this Ordinance and marked Exhibit "A" and the original being on file with the Division of Building Inspection,

with George J. Poulos for services as a Back-up Building Official and Primary Alternate Master Plans Examiner for CY 2019. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: December 10, 2018

## **AGREEMENT FOR SERVICES OF CONSULTANT**

This Agreement made on and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, between the City of Sandusky, Ohio, a Municipal Corporation of the State of Ohio, located in the County of Erie, herein referred to as "City," and George J. Poulos herein referred to as "Consultant."

In consideration of the mutual promises herein set out, the parties agree as follows:

### **I. RECITALS**

The City desires to contract with the Consultant to provide technical assistance and professional expertise as a Primary Master Plans Examiner (examining and judging building plans required to be submitted to the building department for approval), and a Back-up Building Official (performing the necessary inspections of new and existing buildings and structures for compliance with applicable legal requirements), in order to assist the City's Building Department and the City's Chief Building Official.

The Consultant acknowledges that he currently has the necessary education and experience to provide the services required by this agreement and will continue to maintain all certifications and professional licenses and attend required continuing education seminars, in order to provide the City with the consulting services required by this agreement.

### **II. SCOPE OF SERVICES / NON-ASSIGNMENT**

The Consultant agrees to personally furnish professional and technical assistance at the request of the City's Chief Building Official or the Chief Development Officer, which includes but is not limited to the following:

- a. Master Plans Examiner:

Consultant shall review and examine, with authority to approve, building plans submitted for approval in order to obtain appropriate building permits, thereby ensuring the continued certification of the City of Sandusky's Building Department;

b. Back-up Building Official:

Consultant shall inspect new and existing buildings and structures to ensure compliance with all applicable laws, regulations, and standards, which shall include the authority of condemnation of property and all appropriate nuisance abatement up to and including demolition of unsafe structures.

Consultant shall perform the duties under this agreement personally and shall not assign or delegate the performance of those duties to any other person.

**III. INDEPENDENT CONTRACTOR**

Consultant acknowledges that he is an independent contractor while performing the services required in this agreement. The City is contracting with Consultant for the services described within the body of this agreement and Consultant reserves the right to determine the method and manner by which the services will be performed subject to any timelines of certain services which is or may be required by the Governing Laws and Procedures. The City acknowledges that Consultant has other clients and offers services to the general public and that the order or sequence in which Consultant performs the services to the City is under the Consultant's control subject to the time devoted by Consultant necessary to comply with any applicable time requirements.

**IV. INSURANCE**

Consultant agrees to maintain a business liability insurance policy.

## **V. CONFIDENTIALITY**

Consultant agrees that any information communicated in any manner to the Consultant during the performance of the services required by this agreement, which concerns confidential personal, financial or other affairs of the City or the public shall be treated by the Consultant as confidential and shall not be revealed or discussed unless specifically authorized in writing by the City to do so.

## **VI. COMPENSATION**

Consultant shall be paid Two Thousand and 00/100 Dollars (\$2,000.00) per month for work performed in accordance with this agreement for a total of Twenty Four Thousand and 00/100 Dollars (\$24,000.00) per year.

## **VII. TERM AND TERMINATION**

This agreement will begin January 1, 2019, and will terminate December 31, 2019. Either party may terminate this agreement by giving 30 days written notice to the other party by certified mail, return receipt requested, to Consultant at 3213 Country Club Lane, Huron, Ohio, 44839 and to the City at 222 Meigs Street, Sandusky, Ohio 44870, Attention: City Manager.

The notice of termination is deemed to be effective upon receipt by the other party. Upon termination of this agreement, Consultant shall have no further obligation to provide services to the City and the City shall have no further obligation to pay compensation beyond that for services rendered before the notice of termination is received or December 31, 2019, whichever occurs first.

#### **VIII. PARTIES BOUND**

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

#### **IX. ENTIRE AGREEMENT**

This Agreement sets forth the entire Agreement between the parties with regard to the subject matter of this Agreement. No other agreements, representations or warranties have been made by either party to the other with respect to the subject matter of this Agreement.

#### **X. SEVERABILITY**

If any of the provisions of this Agreement are found or deemed by a Court of competent jurisdiction to be invalid or unenforceable, they shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable.

#### **XI. AMENDMENTS**

This Agreement may be amended by the parties only by a written agreement signed by both parties.

**SIGNATURE PAGE TO FOLLOW**

**WITNESSES:**

\_\_\_\_\_  
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\_\_\_\_\_

**CITY OF SANDUSKY:**

\_\_\_\_\_  
Eric L. Wobser, City Manager

**WITNESSES:**

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\_\_\_\_\_  
\_\_\_\_\_

**CONSULTANT:**

\_\_\_\_\_  
George J. Poulos

Approved as to Form:

\_\_\_\_\_  
Trevor M. Hayberger (#0075112)  
Law Director  
City of Sandusky

**CERTIFICATE OF DIRECTOR OF FINANCE**

The undersigned, fiscal officer of the City of Sandusky, hereby certifies that the moneys required to meet the obligations of the City during the year 2019 under the Agreement have been lawfully appropriated by the Commission 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.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Hank Solowiej  
Director of Finance

\_\_\_\_\_  
Account Number



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## COMMUNITY DEVELOPMENT

### *Building Division*

222 Meigs Street  
Sandusky, Ohio 44870  
419.627.5940  
[www.ci.sandusky.oh.us](http://www.ci.sandusky.oh.us)

**To:** Eric L. Wobser, City Manager  
**From:** Scott Thom, Chief Building Official  
**Date:** December 3, 2018  
**Subject:** Commission Agenda Item - Consulting Contract for CY 2019 with Mr. Robert G. Stadler for Alternate Master Plans Examiner and Alternate Building Official.

**Items for Consideration:** A consulting contract with Mr. Robert G. Stadler to carry out the activities of Alternate Master Plans Examiner and Alternate Building Official for the City of Sandusky.

**Background Information:** This contract will continue to allow the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Divisions/Departments requirements. Under state regulations, a certified building department may contract out the activities of Alternate Master Plans Examiner and Alternate Building Official to state certified professionals.

**Budgetary Information:** Mr. Stadler will be paid at the rate of \$55.00 per hour for work performed up to a maximum of \$2,000.00. The cost of this contract will be paid with the Building Division operating budget. The plan review expense will be paid by the collection of plan review fees by the Building Division. This contract can be terminated at any time, by either party, with thirty (30) day-notice to the other party.

**Action Requested:** It is requested that the proper legislation be prepared to enter into contract with Mr. Stadler and that this legislation take effect on January 1, 2019 in full accordance with Section 14 of the City Charter to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

---

Scott Thom

Chief Building Official

I concur with this recommendation:

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Eric L. Wobser  
City Manager

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Matthew D. Lasko, MUPDD, MSSA  
Chief Development Officer

cc: Kelly Kresser, Clerk of the City Commission  
Trevor Hayberger, Law Director  
Hank Solowiej, Finance Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONSULTING CONTRACT WITH ROBERT G. STADLER FOR CY 2019; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Department of Community Development wants to use the services of Robert G. Stadler to carry out the activities of Alternate Building Official and Alternate Master Plans Examiner for the City of Sandusky; and

**WHEREAS**, this contract allows the City of Sandusky to meet the State of Ohio Board of Building Standards Certified Building Department requirements; and

**WHEREAS**, under state regulations, a certified building department, such as the City's, may contract out the activities of Building Official and Master Plans Examiner to state certified professionals; and

**WHEREAS**, Robert G. Stadler is currently certified to perform these services; and

**WHEREAS**, Robert G. Stadler will be paid at the rate of \$55.00 per hour up to a maximum of \$2,000.00 and the funds to cover this contract are included in the Building Division's operating budget, with a portion of the cost for plan review to be paid by the collection of plan review fees by the Division of Building Inspection; 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 execute the contract prior to the commencing date of January 1, 2019; 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 enter into a Consulting Contract, a copy of which is attached to this Ordinance and marked Exhibit "A" and the original being on file with the Division of Building Inspection, with Robert G. Stadler for services as an Alternate Building Official and Alternative

Master Plans Examiner for CY 2019. This Contract is necessary to meet the State of Ohio Board of Building Standards Certified Building Department requirements.

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.

\_\_\_\_\_  
DENNIS E. MURRAY, JR.  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: December 10, 2018