



**SANDUSKY CITY COMMISSION
REGULAR MEETING AGENDA
APRIL 14, 2025 AT 5 P.M.
CITY HALL, 240 COLUMBUS AVENUE**

INVOCATION	Ms. Vargo
PLEDGE OF ALLEGIANCE	
CALL TO ORDER	S. Poggiali, R. Koonce, J. Krabill, K. Vargo, D. Waddington, R. Brady, D. Murray
APPROVAL OF MINUTES	March 24, 2025 Regular Meeting
PROCLAMATION	Sandusky High Varsity Basketball Team
AUDIENCE PARTICIPATION	
COMMUNICATIONS	Motion to accept all communications submitted below.
CURRENT BUSINESS	

CONSENT AGENDA

ITEM A – Submitted by Cathy Myers, Commission Clerk

NEW LIQUOR LICENSE FOR OHIO BEVERAGE LLC

Budgetary Information: There is no budgetary impact for this item.

Notice to Legislative Authority for C1, C2, D6 Liquor License: Beer only in original sealed container for carry out only. Wine & mixed beverages in sealed containers for carry out. Sale of intoxicating liquor on Sunday between the hours 10:00 am or 11:00 am and midnight.

FOR: Ohio Beverage LLC, 1304 Hayes Ave Unit A

ITEM B – Submitted by Cathy Myers, Commission Clerk

NEW LIQUOR LICENSE FOR SOL VENICE LLC

Budgetary Information: There is no budgetary impact for this item.

Notice to Legislative Authority for D1, D3 Liquor License: Beer only for on premises consumption or in original sealed containers for carry out only until 1:00 am. Spirituous liquor for on premises consumption only until 1:00 am.

FOR: SOL Venice LLC, DBA Tacquerias, 3124 Venice Road

ITEM C – Submitted by Cathy Myers, Commission Clerk

APPROVAL OF 2024 REPLACEMENT PAGES FOR CODIFIED ORDINANCES

Budgetary Information: The cost of the revisions for the Codification supplements and updating the Code on the internet for 2024 will be paid with funds from the City Commission/Commission Clerk's operating budget. This item is appropriated each year.

ORDINANCE NO. _____: It is requested an ordinance be passed to approve current replacement pages to the Sandusky Codified Ordinances; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM D – Submitted by Stew Hastings, Law Director

APPROVAL OF PAYMENT TO ROETZEL & ANDRESS LPS FOR PROFESSIONAL SERVICES

Budgetary Information: The total cost of these legal fees is \$24,129.50 and will be paid with General Administrative Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to make payment to Roetzel & Andress, LPS of Akron, Ohio, for professional services incurred in relation to the appropriation of property for the Cleveland Road Safety Improvement Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM E – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF WELCOME HOME OHIO PURCHASE & SALE CONTRACTS

Budgetary Information: The City will purchase each of the six homes for a sale price of \$260,000 plus closing costs. The City will draw from its Welcome Home Ohio grant the costs associated with each sale therefore making the purchase cash neutral. The City will sell each of the six homes for a net sale price of \$160,000 to pre-approved buyers. The proceeds from each sale will be reserved in a restricted account for the development of additional homes.

- 1. ORDINANCE NO. _____:** It is requested an ordinance be passed authorizing and directing the City Manager to execute purchase contracts for the acquisition of six (6) parcels located at 1815 Pierce Street, 1817 Pierce Street, 1233 C Street, 1828 Harrison Street, 1504 Carr Street, and 1506 Carr Street from Welcome Home Ohio for use through the Welcome Home Ohio Program; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.
- 2. ORDINANCE NO. _____:** It is requested an ordinance be passed declaring that a certain real property owned by the city located at 1815 Pierce Street, Sandusky, and identified as Parcel No. 58-01184.001 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 Hannah Smith; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

3. **ORDINANCE NO. _____**: It is requested an ordinance be passed declaring that a certain real property owned by the city located at 1817 Pierce Street, Sandusky, and identified as Parcel No. 58-01184.000 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 Romika Brown; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.
4. **ORDINANCE NO. _____**: It is requested an ordinance be passed declaring that a certain real property owned by the city located at 1223 C Street, Sandusky, and identified as Parcel No. 57-01061.000 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 John Poole; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.
5. **ORDINANCE NO. _____**: It is requested an ordinance be passed declaring that a certain real property owned by the city located at 1828 Harrison Street, Sandusky, and identified as Parcel No. 58-00382.000 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 Taris and Marcus Chaney; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.
6. **ORDINANCE NO. _____**: It is requested an ordinance be passed declaring that a certain real property owned by the city located at 1504 Carr Street, Sandusky, and identified as Parcel No. (to be determined) 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 Stephanie and Delano Williams; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.
7. **ORDINANCE NO. _____**: It is requested an ordinance be passed declaring that a certain real property owned by the city located at 1506 Carr Street, Sandusky, and identified as Parcel No. (to be determined) 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 Cory Drury; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM F – Submitted by Nicole Grohe, Community Development Administrator

APPROVAL OF CHIP PARTNERSHIP AGREEMENT WITH ERIE COUNTY

Budgetary Information: There is no impact on the City's General Fund. All of the projects in the program will be paid for through CHIP grant funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a partnership agreement between the City of Sandusky, the Board of Erie County Commissioners, the City of Huron, and the City of Vermilion relating to the Community Housing Impact and Preservation (CHIP) Program; approving the submission of a grant application by the Board of Erie County Commissioners on behalf of the City of Sandusky, Erie County, the City of Huron, and the City of Vermilion for financial assistance from the Program Year 2025 Community Housing Impact and Preservation (CHIP) Program through the Ohio Development Services Agency's Office of Community Development; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM G – Submitted by James Stacey, Transit Administrator

APPROVAL OF AGREEMENT WITH AMTRAK FOR ADA UPGRADES

Budgetary Information: There is no cost to complete the ADA upgrades. Upon Amtrak's completion of the Ancillary Improvements, such Ancillary Improvements shall be deemed owned by the City, and the City, its successors and assigns, shall maintain, repair and replace such Ancillary Improvements for so long as the Station is used by Amtrak to provide rail passenger service.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an agreement between the City of Sandusky and National Railroad Passenger Corporation (Amtrak) of Philadelphia, Pennsylvania, in relation to the Amtrak station; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM H – Submitted by Matt DeVries, IT Manager

APPROVAL OF AGREEMENT FOR WONDERWARE SUPPORT & MAINTENANCE 2025-2026

Budgetary Information: The cost for this support and maintenance agreement for a 12-month period will be \$17,784 and will be paid with Sewer Funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing payment to Wonderware North (Q-mation) of Horsham, Pennsylvania, for renewal of the Customer First Support Program for the Supervisory Control and Data Acquisition (SCADA) System at the Wastewater Treatment Plant (WWTP) for the period of May 23, 2025, through May 22, 2026; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM I – Submitted by Scott Kromer, Streets & Utilities Superintendent

APPROVAL TO PURCHASE ASPHALT FROM ERIE MATERIALS FOR PAVEMENT REPAIRS

Budgetary Information: The budgeted costs for asphalt materials for 2025 as approved in the Operations & Maintenance and Capital Improvement Plan budgets are split between the various funds accordingly. Final expenditures will be based on actual repairs in the field:

Capital Projects Funds	\$ 35,000.00
Sewer Maintenance O&M	\$ 11,200.00
Water Distribution O&M	\$ 48,880.00
Street Division O&M	\$ 43,120.00
Total:	\$ 138,200.00

A portion of the O&M budgets has already been expended to purchase maintenance materials via the current appropriations. Additional purchases from Erie Materials, Inc. would require additional approval from City Commission.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to expend funds to Erie Materials, Inc., of Sandusky, Ohio, for asphalt and paving material to be supplied for in-house street repairs and projects in calendar year 2025; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM J – Submitted by Jared Oliver, Police Chief

PERMISSION TO SUBMIT AN ODPS GRANT APPLICATION FOR SUMMER HOLIDAY ENFORCEMENT PROGRAM

Budgetary Information: There is no budgetary impact as grant funds would reimburse any costs.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing the submission of a grant application to the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) for financial assistance through the FFY 2026 Summer Holiday Enforcement Program (SHEP) for the Police Department; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

REGULAR AGENDA

ITEM 1

APPROVAL OF INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #327 CONTRACT

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 International Association of Fire Fighters Local #327 the collective bargaining unit for certain employees of the Sandusky Fire Department, for the period January 1, 2025, through December 31, 2027, 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.

ITEM 2 – Ordered In from September 23, 2024 Meeting

APPROVAL TO NAME THE CURVE BETWEEN WEST PERKINS AVENUE & SANFORD STREET BOECKLING’S BEND

ORDINANCE NO. _____: It is requested an ordinance be passed approving the naming of the curve between West Perkins Avenue and Sanford Street “Boeckling’s Bend”; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 3 – Submitted by Colleen Gilson, Community Development Director

APPROVAL OF T.I.R.C. RECOMMENDATIONS REGARDING TAXATION AGREEMENTS

Budgetary Information: Continuation of the Tax Increment Financing Districts will result in the City’s continued receipt of Tax Increment Financing revenue for use on public improvement projects.

- 1. RESOLUTION NO. _____:** It is requested a resolution be passed accepting and approving the City of Sandusky Tax Incentive Review Council’s (T.I.R.C.) recommendations regarding current taxation agreements; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.
- 2. ORDINANCE NO. _____:** It is requested an ordinance be passed repealing Ordinance No. 19-216, passed on December 9, 2019; authorizing and directing the City Manager to cancel the Enterprise Zone Agreement with Market Street Collective, LLC, relating to property located at 317 E. Washington Street; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 4 – Submitted by Scott Kromer, Streets & Utilities Superintendent

APPROVAL TO PURCHASE AN AVANT CAB LOADER FOR FORESTRY DIVISION FROM KTS EQUIPMENT

Budgetary Information: The total cost for one (1) new 2024 Avant 760 GT Cab & parts shall not exceed \$94,900.00 and will be paid from Capital Improvement funds.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to purchase a new 2024 Avant 760 GT Cab Loader through the Sourcewell Cooperative Purchasing Program from KTS Equipment, LLC of Willington, Ohio, for the Forestry Division; 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

APPROVAL OF MOU WITH VILLAGE OF KELLEYS ISLAND FOR BUILDING RELATED SERVICES

Budgetary Information: This will bring additional revenue to the City. The City will collect the building fees for the Village of Kelley’s Island and then return 10% of the annual collection to the Village before March 31st of the following year.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a Memorandum of Understanding with the Village of Kelleys Island, Ohio, for review of plans, specifications, and providing of building inspection services to establish and maintain Building Department

services for commercial, residential and public buildings at Kelleys Island; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 6 – Submitted by Megan Stookey, Project Manager

APPROVAL TO AWARD DEMOLITION OF 1528 COLUMBUS AVENUE PROJECT TO BURDUE & CO.

Budgetary Information: The total contract price is \$42,000.00 and shall be initially paid with Special Assessment Nuisance Funds by the City and reimbursed by the Erie County Health Department. Legislation will be presented to approve an MOU with the Erie County Health Department upon completion of the project and final costs totaled.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with Ed Burdue & Co., LLC of Sandusky, Ohio, for the demolition of 1528 Columbus Avenue Project; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 7 – Submitted by Megan Stookey, Project Manager

APPROVAL TO AWARD THE 2025 DEMOLITION PROJECT #1 TO ABA DEMOLITION

Budgetary Information: The total contract price is \$30,220.00 and shall be paid with Community Development Funds through the CDBG FY 23 funds. All costs related to the demolitions will be charged to the owners and assessed to the property.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into a contract with ABA Demolition of Norwalk, Ohio, for the 2025 Demolition Project #1; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

ITEM 8 – Submitted by Jason Werling, Recreation Superintendent

PERMISSION TO BID MILLS CREEK GOLF COURSE BRIDGE REPLACEMENT PROJECT

Budgetary Information: The engineers estimate for all work and materials to install said bridge is \$206,598.60. This will be paid for entirely with Parks & Recreation Capital Projects Funds.

RESOLUTION NO. _____: It is requested a resolution be passed declaring the necessity for the City to proceed with the proposed Mills Creek Golf Course Bridge Replacement Project; approving the specifications and engineer's estimate of cost thereof; and directing the City Manager to advertise for and receive bids in relation thereto; and declaring that this resolution shall take immediate effect in accordance with section 14 of the city charter.

ITEM 9 – Submitted by Jason Werling, Recreation Superintendent

APPROVAL OF PRIORITY USE AGREEMENT FOR SANDUSKY CENTRAL CATHOLIC SCHOOLS

Budgetary Information: The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ORDINANCE NO. _____: It is requested an ordinance be passed authorizing and directing the City Manager to enter into an amendment to the license agreement with Sandusky Central Catholic School for priority use of certain fields located at Dorn Community Park for the Sandusky Central Catholic High School baseball and softball programs (March 1st through May 31st) beginning March 1, 2023 through May 31, 2025; and declaring that this ordinance shall take immediate effect in accordance with section 14 of the city charter.

MANAGER'S REPORT

OLD BUSINESS

NEW BUSINESS

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

EXECUTIVE SESSION(S)

ADJOURNMENT

Online: www.youtube.com/CityofSanduskyOH – Click “Play” 

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
8808 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

6484058		NEW	OHIO BEVERAGE LLC 1304 HAYES AVE UNIT A SANDUSKY OH 44870
PERMIT NUMBER		TYPE	
ISSUE DATE			
03 14 2025			
FILING DATE			
PERMIT CLASSES			
22	077	B	E49085
TAX DISTRICT		RECEIPT NO.	

FROM **03/18/2025**

PERMIT NUMBER		TYPE
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT	RECEIPT NO.	



MAILED **03/18/2025**

RESPONSES MUST BE POSTMARKED NO LATER THAN. **04/18/2025**

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

B NEW 6484058

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title)- Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

**CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870**



Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension. o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166
EMAIL: Liquordocs@com.ohio.gov
MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,
Division Licensing Section
(rev. 2.12.25)

Re: NEW Liquor License - Ohio Beverage LLC

From Mario D'Amico <mdamico@cityofsandusky.com>

Date Mon 3/24/2025 2:03 PM

To Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>

Fire has no issues.



Mario D'Amico | *Fire Chief*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5822 | F: 419.627.5820
mdamico@cityofsandusky.com

From: Cathy Myers <CommissionClerk@cityofsandusky.com>

Sent: Monday, March 24, 2025 1:28 PM

To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>

Subject: NEW Liquor License - Ohio Beverage LLC

Please provide any comments for Commission on this NEW liquor license:

Ohio Beverage LLC, 1304 Hayes Ave Unit C.

C1, C2, D6: Beer only in original sealed container for carry out only. Wine & mixed beverages in sealed containers for carry out. Sale of intoxicating liquor on Sunday between the hours 10:00 am or 11:00 am and midnight.



Cathy Myers, Commission Clerk
City Hall
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850 | F: 419.627.5555
www.cityofsandusky.com



Re: NEW Liquor License - Ohio Beverage LLC

From Jared Oliver <joliver@cityofsandusky.com>

Date Mon 3/24/2025 2:06 PM

To Cathy Myers <CommissionClerk@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>

SPD has no comments or concerns.



Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.cityofsandusky.com/police

From: Cathy Myers <CommissionClerk@cityofsandusky.com>

Sent: Monday, March 24, 2025 1:28 PM

To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>

Subject: NEW Liquor License - Ohio Beverage LLC

Please provide any comments for Commission on this NEW liquor license:

Ohio Beverage LLC, 1304 Hayes Ave Unit C.

C1, C2, D6: Beer only in original sealed container for carry out only. Wine & mixed beverages in sealed containers for carry out. Sale of intoxicating liquor on Sunday between the hours 10:00 am or 11:00 am and midnight.



Cathy Myers, Commission Clerk

City Hall

240 Columbus Avenue | Sandusky, OH 44870

T: 419.627.5850 | F: 419.627.5555

www.cityofsandusky.com



RE: NEW Liquor License - Ohio Beverage LLC

From Colleen Gilson <CGilson@cityofsandusky.com>

Date Mon 3/24/2025 2:30 PM

To Mario D'Amico <mdamico@cityofsandusky.com>; Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>

Comm Dev has no issues.



Colleen M. Gilson | Director of Community Development

240 Columbus Avenue | Sandusky, OH 44870

T: 419.627.5807

www.cityofsandusky.com



From: Mario D'Amico <mdamico@cityofsandusky.com>

Sent: Monday, March 24, 2025 2:03 PM

To: Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>

Subject: Re: NEW Liquor License - Ohio Beverage LLC

Fire has no issues.

Mario D'Amico | *Fire Chief*

SANDUSKY FIRE DEPARTMENT

600 W. Market Street | Sandusky, OH 44870

T: 419.627.5822 | F: 419.627.5820

mdamico@cityofsandusky.com

**NOTICE TO LEGISLATIVE
AUTHORITY**

OHIO DIVISION OF LIQUOR CONTROL
6806 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43088-9005
(614)844-2380 FAX(614)644-3188

TO

8354870		NEW	SOL VENICE LLC	
PERMIT NUMBER		TYPE	DBA TACQUERIAS	
ISSUE DATE		3124 VENICE RD		
01 27 2025		SANDUSKY OH 44870		
FILING DATE				
D1		PERMIT CLASSES		
22	077	B	E41593	
TAX DISTRICT			RECEIPT NO.	

FROM 01/29/2025

PERMIT NUMBER		TYPE		
ISSUE DATE				
FILING DATE				
PERMIT CLASSES				
TAX DISTRICT			RECEIPT NO.	



04/02/2025

05/02/2025

MAILED

RESPONSES MUST BE POSTMARKED NO LATER THAN.

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES **B NEW 8354870**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD IN OUR COUNTY SEAT. IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE

(Signature)

(Title) - Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF SANDUSKY CITY COUNCIL
240 COLUMBUS AVE
SANDUSKY OHIO 44870



**Department of
Commerce**

Division of Liquor Control

com.ohio.gov

Mike DeWine, *Governor* Jim Tressel, *Lt. Governor* Sherry Maxfield, *Director*

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension. o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166
EMAIL: Liquordocs@com.ohio.gov
MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 2.12.25)

Re: NEW Liquor license Sol Venice LLC

From Colleen Gilson <CGilson@cityofsandusky.com>

Date Sat 4/5/2025 5:00 AM

To Mario D'Amico <mdamico@cityofsandusky.com>; Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>

No comments or concerns from Comm Dev

Colleen M. Gilson

Director of Community Development

240 Columbus Avenue Sandusky, OH 44870

T: 419.627.5807

www.cityofsandusky.com

From: Mario D'Amico <mdamico@cityofsandusky.com>

Sent: Friday, April 4, 2025 2:07:21 PM

To: Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>

Subject: Re: NEW Liquor license Sol Venice LLC

SFD has no comments or concerns.



Mario D'Amico | *Fire Chief*

SANDUSKY FIRE DEPARTMENT

600 W. Market Street | Sandusky, OH 44870

T: 419.627.5822 | F: 419.627.5820

mdamico@cityofsandusky.com

From: Cathy Myers <CommissionClerk@cityofsandusky.com>

Sent: Friday, April 4, 2025 1:50 PM

To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>

Subject: Re: NEW Liquor license Sol Venice LLC

Re: NEW Liquor license Sol Venice LLC

From Jared Oliver <joliver@cityofsandusky.com>

Date Fri 4/4/2025 1:55 PM

To Cathy Myers <CommissionClerk@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>

SPD has no comments or concerns.



Jared Oliver | Chief of Police
SANDUSKY POLICE DEPARTMENT
222 Meigs Street | Sandusky, OH 44870
T: 419.627.5869 | F: 419.627.5862
www.cityofsandusky.com/police

From: Cathy Myers <CommissionClerk@cityofsandusky.com>

Sent: Friday, April 4, 2025 1:50 PM

To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>

Subject: Re: NEW Liquor license Sol Venice LLC

Sorry - forgot to attach the paperwork...



Cathy Myers, Commission Clerk
City Hall
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850 | F: 419.627.5555
www.cityofsandusky.com



Re: NEW Liquor license Sol Venice LLC

From Mario D'Amico <mdamico@cityofsandusky.com>

Date Fri 4/4/2025 2:07 PM

To Cathy Myers <CommissionClerk@cityofsandusky.com>; Jared Oliver <joliver@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>

SFD has no comments or concerns.



Mario D'Amico | *Fire Chief*
SANDUSKY FIRE DEPARTMENT
600 W. Market Street | Sandusky, OH 44870
T: 419.627.5822 | F: 419.627.5820
mdamico@cityofsandusky.com

From: Cathy Myers <CommissionClerk@cityofsandusky.com>

Sent: Friday, April 4, 2025 1:50 PM

To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson <CGilson@cityofsandusky.com>

Subject: Re: NEW Liquor license Sol Venice LLC

Sorry - forgot to attach the paperwork...



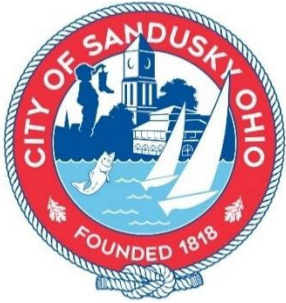
Cathy Myers, Commission Clerk
City Hall
240 Columbus Avenue | Sandusky, OH 44870
T: 419.627.5850 | F: 419.627.5555
www.cityofsandusky.com



From: Cathy Myers

Sent: Friday, April 4, 2025 1:49 PM

To: Jared Oliver <joliver@cityofsandusky.com>; Mario D'Amico <mdamico@cityofsandusky.com>; Colleen Gilson



CITY COMMISSION OFFICE

240 Columbus Avenue
Sandusky, Ohio 44870

419.627.5850

www.cityofsandusky.com

TO: City Commission

FROM: Cathy A. Myers, Commission Clerk

DATE: April 2, 2025

SUBJECT: 2024 Replacement Pages for Codified Ordinances for the City of Sandusky

ITEM FOR CONSIDERATION: It is requested that the City Commission authorize the adoption of an Ordinance approving current replacement pages to the Codified Ordinances and internet containing updated City legislation and certain relevant State law through December 31, 2024, completed by American Legal Publishing, LLC.

The City of Sandusky completes a codification process each year in order to bring our Code of Ordinances up to date. Additionally, state laws which have been changed or newly adopted are incorporated into this update.

BUDGETARY INFORMATION: The cost of the revisions for the Codification supplements and updating the Code on the internet for 2024 will be paid with funds from the City Commission/Commission Clerk's operating budget. This item is appropriated each year.

ACTION REQUESTED: It is recommended an Ordinance be passed approving the 2024 replacement pages. It is further requested this legislation takes immediate effect in full accordance with Section 14 of the City Charter in order to immediately approve the replacement pages and provide internet access to the updates as soon as possible.

CC: John Orzech, City Manager
Michelle Reeder, Finance Director
Stewart Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Codification of Ordinances

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 110-7200-53000

By: 

Michelle Reeder

Finance Director

Dated: 4/9/25

ORDINANCE NO. _____

AN ORDINANCE TO APPROVE CURRENT REPLACEMENT PAGES TO THE SANDUSKY CODIFIED ORDINANCES; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, certain provisions within the Codified Ordinances should be amended to conform with current State law as required by the Ohio Constitution; and

WHEREAS, various Ordinances of a general and permanent nature have been passed by the City Commission which should be included in the Codified Ordinances; and

WHEREAS, the City has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish such revision which is before this City Commission; and

WHEREAS, the 2024 replacement pages contain updated City legislation and certain relevant State law updates current through December 31, 2024; 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 approve the replacement pages to the Sandusky Codified Ordinances and provide internet access to the updates as soon as possible; and

WHEREAS, in order to provide for the immediate preservation of the public peace, health, welfare and safety for the reason that there exists an imperative necessity for the earliest publication and distribution of current replacement pages to the officials and residents of the City of Sandusky, so as to facilitate administration, daily operation and avoid practical and legal entanglements, it is necessary to declare this Ordinance to be an emergency measure to take effect immediately upon its adoption and due authentication; and NOW, THEREFORE,

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

Section 1. The Ordinances of the City of Sandusky, Ohio, of a general and permanent nature, as revised, recodified, rearranged and consolidated into component codes, titles, chapters and sections within the 2024 Replacement Pages to the Codified Ordinances are hereby approved and adopted.

Section 2. The following sections and chapters are hereby added, amended or repealed as respectively indicated in order to comply with current State law:

Traffic Code

- 301.35 School Bus (Amended)
- 303.01 Compliance with Lawful Order of Police Officer; Fleeing (Amended)
- 303.083 Impounding Vehicles on Public Property. (Amended)
- 303.991 Committing an Offense While Distracted Penalty. (Amended)
- 331.38 Stopping for School Bus; Discharging Children. (Amended)
- 331.35 Occupying Travel Trailer, Fifth Wheel Vehicle or Manufactured or Mobile Home While in Motion. (Amended)
- 331.45 Restrictions on the Operation of School Buses. (Added)
- 333.03 Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
- 333.07 Street Racing; Stunt Driving and Street Takeover Prohibited. (Amended)
- 333.11 Electronic Wireless Communication Device Use Prohibited While Driving. (Amended)
- 337.16 Number of Lights; Limitations on Flashing, Oscillating or Rotating Lights. (Amended)
- 337.26 Child Restraint System Usage. (Amended)
- 337.31 Lights and Sign on Transportation for Preschool Children. (Amended)
- 341.01 Commercial Drivers Definitions. (Amended)
- 341.04 Commercial Drivers Prohibitions. (Amended)
- 341.05 Criminal Offenses. (Amended)
- 351.04 Parking Near Curb; Handicapped Locations on Public and Private Lots and Garages. (Amended)

General Offenses Code

- 501.01 General Provisions and Penalty Definitions. (Amended)
- 505.31 Right of Blind, Deaf, or Hearing Impaired, or Mobility Impaired Person, or Trainer With Assistance Dog. (Added)
- 509.04 Disturbing a Lawful Meeting. (Amended)
- 509.06 Inducing Panic. (Amended)
- 509.10 Impeding Public Passage of an Emergency Service Responder. (Added)
- 513.01 Drug Abuse Control Definitions. (Amended)
- 513.02 Gift of Marihuana. (Amended)
- 513.18 Adult Use Cannabis Control; Limitations on Conduct by Individuals. (Added)
- 529.07 Open Container Prohibited. (Amended)
- 533.03 Unlawful Sexual Conduct with a Minor. (Amended)
- 533.04 Sexual Imposition. (Amended)
- 533.08 Procuring; Engagement in Sexual Activity for Hire. (Amended)
- 533.02 Vehicular Homicide and Manslaughter (Amended)
- 537.03 Assault. (Amended)
- 537.12 Misuse of 9-1-1 System. (Amended)
- 537.16 Illegal Distribution of Cigarettes, Other Tobacco Products, or Alternate Nicotine Products; Transaction Scans. (Amended)
- 537.021 Vehicular Assault in a Construction Zone. (Amended)

549.19 Concealed Handgun Licenses; Possession of Revoked or Suspended License; Additional Restrictions; Posting Signs Prohibiting Possession. (Added)

Section 3. The complete text of the sections listed above are set forth in full in the current replacement pages to the Codified Ordinances, a copy of which is on file in the office of the Clerk of the City Commission.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

REMIT TO ADDRESS:

P.O. Box 5404
Akron, Ohio 44334
PHONE (330) 376-2700
FAX (330) 376-4577
RAMAIL@RALAW.COM

FEDERAL TAX ID #34-1245415

REMITTANCE PAGE

For Professional Services Rendered

shastings@cityofsandusky.com; pdoster@cityofsandusky.com
cc: sfunk@ralaw.com
CITY OF SANDUSKY
ATTN: STEWART HASTINGS
240 COLUMBUS AVENUE
SANDUSKY, OH 44870

PLEASE INDICATE INVOICE
NUMBER ON REMITTANCE

Invoice: 1491974
Client/Matter: 148562.0006
Billing Atty: SWF
March 25, 2025

Re: S & S REALTY

Invoice Total

\$ 24,129.50

GO GREEN!

TO RECEIVE INVOICES BY EMAIL ONLY,

EMAIL US AT ramail@ralaw.com

Remit To Address:
Roetzel & Address, LPA
P.O. Box 5404
Akron, OH 44334

Please Note New Wiring Instructions

Wire/ACH Instructions:

PNC Bank, NA
1 Cascade Plaza
Akron, OH 44308

ACH/Wire Routing Number 041000124

Account Number 4130090751

Swift Code PNCCUS33

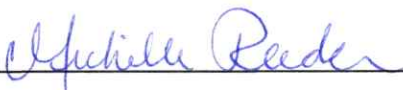
You can process payments online at www.ralaw.com/about#online_payment_center. Beginning November 1, 2024, credit card payments will be subject to a 2.95% surcharge however this surcharge does not apply to other online payment forms such as debit cards or e-checks. For any future payment inquiries, please reach out via e-mail to 'Collections@RALaw.com' or by phone at 330-376-2700.

CERTIFICATE OF FUNDS

In the Matter of: Roetzel & Andress Invoice

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 110-7900-53003

By: 

Michelle Reeder

Finance Director

Dated: 4/9/25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO MAKE PAYMENT TO ROETZEL & ANDRESS, LPS OF AKRON, OHIO, FOR PROFESSIONAL SERVICES INCURRED IN RELATION TO THE APPROPRIATION OF PROPERTY FOR THE CLEVELAND ROAD SAFETY IMPROVEMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky incurred legal fees to the law firm of Roetzel & Andress, in February 2025 relating to the City's filing a petition to appropriate property for an Ohio Department of Transportation Project at the intersection of Cedar Point Drive and Cleveland Road, captioned *City of Sandusky, Ohio v. S & S Realty, LTD., et al.*, Case No. 2024-CV-0247; and

WHEREAS, the total cost of these legal fees, as reflected on the current unpaid invoice, is \$24,129.50 and will be paid with General Administrative 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 to allow payment to be made to Roetzel & Andress, LPA for services rendered in a timely manner; and

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

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

Section 1. This City Commission hereby authorizes and directs the City Manager and/or Finance Director to make payment to Roetzel & Andress, LPA of Akron, Ohio, in an amount **not to exceed** Twenty-Four Thousand One Hundred Twenty-Nine and 50/100 Dollars (\$24,129.50) for professional services relating the appropriation of property for the Cleveland Road Safety Improvement Project.

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025



COMMUNITY DEVELOPMENT

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

TO: John Orzech, City Manager
FROM: Colleen Gilson, Director of Community Development
DATE: April 1, 2025
RE: Authority to Execute Purchase and Sale Contracts - Welcome Home Ohio

ITEM FOR CONSIDERATION: The purpose of this communication is to request approval of legislation allowing the City Manager to execute contracts for the purchase and subsequent sale of six (6) homes through the Welcome Home Ohio program.

STRATEGIC PLAN CATEGORY: Neighborhoods, Housing

BACKGROUND INFORMATION: The City of Sandusky was awarded a \$3,500,000 grant from the State of Ohio's Welcome Home Ohio Purchase (WHO-P) program. This funding is part of the first round of the WHO program, which will invest a total of \$100 million in grants over two years to help land banks purchase, rehabilitate, or build qualifying residential properties. As evidence by Ordinance No 24-212, the City is partnering with NeighborWorks Toledo Region and Community Building Partners – doing business as Welcome Home Great Lakes - to develop new single-family modular homes. Ohio-based UniBilt Custom Homes has completed six (6) modular homes and Welcome Home Great Lakes is engaging Erie County trades to complete the construction on the following lots which have been selected by the initial six (6) pre-approved buyers:

1815 Pierce Street
1817 Pierce Street
1233 C Street
1828 Harrison Street
1504 Carr Street
1506 Carr Street

NeighborWorks has provided the initial financial literacy session to the pre-approved buyers as required by the State of Ohio grant. Each buyer will continue with virtual monthly check-ins for a period of one year.

Welcome Home Great Lakes will sell each completed home to the City of Sandusky for \$260,000. The City will use the Welcome Home Ohio grant for said purchase and in turn, the City will sell the new home to buyers at or below 80% of the area median income which is estimated at a net sale price of \$160,000. A deed restriction will be recorded against the property that requires to not sell the Property to any purchaser except an individual or individuals who have an annual income that is not more than the qualifying median income (80% area median income for the county in which the property is located). This restriction lasts for 20 years. Construction of the first home will commence April 2025.

BUDGET IMPACT: The City will purchase each of the six homes for a sale price of \$260,000 plus closing costs. The City will draw from its Welcome Home Ohio grant the costs associated with each sale therefore making the purchase cash neutral. The City will sell each of the six homes for a net sale price of \$160,000 to pre-approved buyers. The proceeds from each sale will be reserved in a restricted account for the development of additional homes.

ACTION REQUESTED: It is requested legislation be adopted allowing the City Manager to enter into purchase contracts with Welcome Home Great Lakes for the acquisition of six (6) homes and subsequent sale of said homes to pre-approve buyers at homes to be built at 1815 Pierce Street, 1817 Pierce Street, 1233 C Street, 1828 Harrison Street, 1504 Carr Street and 1506 Carr Street. Further, it is requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to authorize the execution of the Purchase Contracts as required for the closing on the construction loans and continue with development of the properties..

Colleen Gilson, Director of Community Development

I concur with this recommendation:

John Orzech, City Manager

cc: Stewart Hastings, Law Director
Michelle Reeder, Finance Director
Cathy Myers, Commission Clerk

1815 Pierce St 58-01184.001

PARCEL B DESCRIPTION

Situated in part of Lot Number 357 and all of Lot Number 355 in Sandusky Automobile Manufacturing Company's Subdivision as per plat recorded in Volume 5 Page 16 of the Erie County Records, Ward 3, City of Sandusky, T6NR23W, Erie County, Ohio, and being more particularly described as follows;

Commencing at an iron pin in a monument box found at the intersection of the centerline of Putnam Street with the centerline of Pierce Street;

Thence North 01°-57'-45" West, along the centerline of Putnam Street, a distance of 33.00 feet to a point;

Thence North 87°-56'-40" East, along the southerly line of Lot Number 359 in said Sandusky Automobile Manufacturing Company's Subdivision and said Lot Number 357, being the northerly right of way line of Pierce Street and its westerly extension, a distance of 86.00 feet to an iron pin set, said point being the principal place of beginning for this description;

1. Thence North 02°-10'-57" West, a distance of 130.00 feet to an iron pin set on the northerly line of said Lot Number 357, said point being on the southerly line of a 12 foot alley;

2. Thence North 87°-56'-40" East, along the northerly line of said Lot Number 357 and said Lot Number 355, being the southerly line of said 12 foot alley, a distance of 45.75 feet to an iron pin set at the northeasterly corner of said Lot Number 355 being the northwesterly corner of Lot number 353 in said Sandusky Automobile Manufacturing Company's Subdivision now or formerly owned by Jose and Maria Rodriguez as per deed recorded in RN202300915 of the Erie County Record;

3. Thence South 02°-10'-57" East, along the easterly line of said Lot Number 355, being the westerly line of said Lot Number 353, a distance of 130.00 feet to an iron pin set at the southeasterly corner of said Lot Number 355, being the southwest corner of said Lot Number 353 and being on the northerly right of way line of Pierce Street;

4. Thence South 87°-56'-40" West, along the southerly line of said Lot Number 355 and said Lot Number 357, being the northerly right of way line of Pierce Street, a distance of 45.75 feet to the principal place of beginning and containing 0.1365 acres of land, but subject to all legal highways, easements and restrictions of record.

In the above description the courses were referred to a meridian assumed for the purpose of indicating angles only.

Grantors herein claim title by instrument recorded in RN202305756 of the Deed Records of Erie County, Ohio.

This description was prepared by David A. Williams, Registered Surveyor No. 7166 and was taken from an actual field survey performed on September 10, 2024.

David A. Williams


Registered Surveyor No. 7166



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.


Engineer/Surveyor: Erie County Engineer's
Date: 9-13-2024

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

DATE  9.23.24

1817 Pierce Street

58-01184.000

PARCEL A DESCRIPTION

Situated in part of Lot Number 357 and all of Lot Number 359 in Sandusky Automobile Manufacturing Company's Subdivision as per plat recorded in Volume 5 Page 16 of the Erie County Records, Ward 3, City of Sandusky, T6NR28W, Erie County, Ohio, and being more particularly described as follows;

Commencing at an iron pin in a monument box found at the intersection of the centerline of Putnam Street with the centerline of Pierce Street;

Thence North 01°-57'-45" West, along the centerline of Putnam Street, a distance of 33.00 feet to a point;

Thence North 87°-56'-40" East, a distance of 33.00 feet to an iron pin found at the intersection of the easterly right of way line of Putnam Street with the northerly right of way line of Pierce Street, being the southwesterly corner of said Lot Number 359, said point also being the principal place of beginning for this description;

1. Thence North 01°-57'-45" West, along the easterly right of way line of Putnam Street, being the westerly line of said Lot Number 359, a distance of 130.00 feet to an iron pin set at the northwesterly corner of said Lot Number 359, said point being at the southwesterly corner of a 12 foot alley;

2. Thence North 87°-56'-40" East, along the northerly line of said Lot Number 359 and said Lot Number 357, being the southerly line of said 12 foot alley, a distance of 52.50 feet to an iron pin set;

3. Thence South 02°-10'-57" East, a distance of 130.00 feet to an iron pin set on the southerly line of said Lot Number 357, being the northerly right of way line of Pierce Street;

4. Thence South 87°-56'-40" West, along the southerly line of said Lot Number 357 and said Lot Number 359, being the northerly right of way line of Pierce Street, a distance of 53.00 feet to the principal place of beginning and containing 0.1574 acres of land, but subject to all legal highways, easements and restrictions of record.

In the above description the courses were referred to a meridian assumed for the purpose of indicating angles only.

Grantors herein claim title by instrument recorded in RN202305756 of the

Deed Records of Erie County, Ohio.

This description was prepared by David A. Williams, Registered Surveyor No. 7166 and was taken from an actual field survey performed on September 10, 2024.



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

DATE *alg* 9.23.24

David A. Williams

A handwritten signature of David A. Williams in cursive.

Registered Surveyor No. 7166

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.

A handwritten signature of the Erie County Engineer in cursive.
Engineer/Surveyor: Erie County Engineer's
Date: 9-13-2024

1233 C
57-01061.000

Situated in the City of Sandusky, County of Erie and State of Ohio: Being those parts of Lots Numbers Four Hundred Nine (409) and Four Hundred Eleven (411) in Oakland Heights Subdivision as per plat recorded in Volume 5 of Plats, Pages 37 and 38, Erie County Ohio Records, bounded and described as follows: Beginning at a point being the southwesterly corner of said Lot Number 409 on the northwesterly line of "C" Street; thence northwesterly along the southwesterly lot line of said Lot Number 409, a distance of 109.89 feet to a point; thence northeasterly, 50.31 feet southerly from and parallel to the northwesterly line of said Lots Numbers 409 and 411, a distance of 44.70 feet to a point; thence southeasterly, a distance of 107 feet to a point in the northwesterly line of said "C" Street, 45 feet northeasterly from the southwesterly corner of said Lot Number 409; thence southwesterly along the northwesterly line of said "C" Street, a distance of 45 feet to the place of beginning, containing 0.111 of an acre, more or less.

Property Address: 1233 C St., Sandusky, OH 44870

Tax ID No.: 57-01061.000

1828 Harrison St
58-00382.000

Situated in the City of Sandusky, County of Erie and State of Ohio: Lot No. 454 on Harrison Street in the Sandusky Automobile Company Subdivision in the City of Sandusky, Erie County, Ohio as per plat recorded in Volume 5 of Plats, Page 16, Erie County, Ohio Records.

Property Address: Harrison Street, Sandusky, Ohio 44870
Tax ID No.: 58-00382.000

Tax Mailing Address: 222 Meigs Street, Sandusky, Ohio 44870

CERTIFICATE OF FUNDS

In the Matter of: Welcome Home Ohio Property purchases

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 239-4070-55070

By: 

Michelle Reeder

Finance Director

Dated: 4/9/25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE PURCHASE CONTRACTS FOR THE ACQUISITION OF SIX (6) PARCELS LOCATED AT 1815 PIERCE STREET, 1817 PIERCE STREET, 1233 C STREET, 1828 HARRISON STREET, 1504 CARR STREET, AND 1506 CARR STREET FROM WELCOME HOME OHIO FOR USE THROUGH THE WELCOME HOME OHIO PROGRAM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the submission of the grant application to the Ohio Department of Development through the Fiscal Year 2024-2025 Welcome Home Ohio Grant Program by Resolution No. 001-24R, passed on January 8, 2024, and subsequently, the City was awarded \$3,500,000 in grant funds; and

WHEREAS, the Welcome Home Ohio (WHO) program was created to award grants for the purchase of qualifying residential properties, the cost of construction or rehabilitation, or a nonrefundable tax credit for qualifying activities; and

WHEREAS, the City is partnering with NeighborWorks Toledo Region and Community Building Partners, d.b.a. Welcome Home Great Lakes, to develop fifteen (15) new single-family modular homes through funding provided by the Welcome Home Ohio Program; and

WHEREAS, this City Commission approved a Program Agreement with Welcome Home Great Lakes and Firelands Habitat for Humanity for the development of housing through the Welcome Home Ohio Program by Ordinance No. 24-140, passed on July 22, 2024, and subsequently approved an amendment to the Program Agreement by Ordinance No. 24-212, passed on October 28, 2024; and

WHEREAS, the City Commission authorized the sale of eight (8) parcels to Welcome Home Ohio by Ordinance No. 24-148, passed on August 12, 2024, and another fifteen (15) parcels by Ordinance No. 24-213, passed on October 28, 2024, for the purpose of developing property through the Welcome Home Ohio Program; and

WHEREAS, at this time, the City desires to purchase six (6) of the properties located at 1817 Pierce Street, 1233 C Street, 1828 Harrison Street, 1504 Carr Street and 1506 Carr Steet from Welcome Home Great Lakes that are ready to be developed with new single-family modular homes; and

WHEREAS, the sale price for each property is \$260,000.00 plus closing costs, which will initially be paid by the City and reimbursed through the grant program; and

WHEREAS, it is being requested in companion legislation to sell the six (6) new homes to approved buyers at or below 80% of the area median income, which is estimated at a net sale price of \$160,000.00; 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 authorize the execution of the Purchase Contracts as required for the closing on the construction loans and continue with development of the properties; and

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

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

Section 1. The City Manager is hereby authorized and directed to execute the Purchase Contracts on behalf of the City for the purchase of six (6) parcels of real property located at 1815 Pierce Street, 1817 Pierce Street, 1233 C Street, 1828 Harrison Street, 1504 Carr Street, and 1506 Carr Street, Sandusky, from Welcome Home Great Lakes for use through the Welcome Home Ohio Program, substantially in the same form as contained in Exhibits "1", "2", "3", "4", "5" and "6", which are attached to this Ordinance and are specifically incorporated as if fully rewritten herein together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the City's public purpose.

Section 2. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all

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

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

Welcome Home Ohio – Sandusky Purchase Contract

This Agreement is made and entered into this _____ day of _____, 20____, by and between the CITY OF SANDUSKY a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Purchaser"), and WELCOME HOME GREAT LAKES, AN Ohio Limited Liability Corporation with a tax mailing address of 1263 E Board Street Columbus, Ohio 43205 (the "Seller").

Upon the following terms, the Buyer agrees to buy and the Seller agrees to sell the premises, described as 1815 Pierce Street being located in the State of Ohio, County of Erie, Permanent Parcel Number 58-01184.001 and further described in the legal description marked Exhibit "A" attached to this Agreement

1. **Purchase price** shall be \$250,000 plus \$10,000 development fee to be paid at closing for a total of \$260,000.
 - 1.1 This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before _____ (date).
2. **Financing:**
 - 2.1 ___ / ___ Buyer will pay the purchase price in cash at closing.
3. **Taxes and Assessments:**
 - 3.1 **The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.**
Seller shall pay or credit at closing:
 - (a) all delinquent taxes, including penalty and interest;
 - (b) all assessments which are a lien on the premises as of the date of the contract;
 - (c) all agricultural use tax recoupments for years prior to the year of closing;
 - (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
 - (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

_____.

3.2 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

_____.

4. **Fixtures and Equipment:**
 - 4.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And include the following:

Refrigerator, Range, Microwave, Washer and Dryer

5. Warranties:

5.1 Home Warranty or Protection Plan: All manufacturer warranties on new equipment will be transferred to the Buyer at no cost at the time of closing. Seller shall provide the transferable Home Warranty described in the attached Exhibit (B) to this Agreement.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.
- (g) Restrictive Covenant regarding compliance with the State of Ohio Department of Development Welcome Home Program, restricting transfers of ownership to Purchasers making no more than 80% median income published for the community and adjusted for family size.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer, a copy of the Commitment referenced in Paragraph 7.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting,

delivery, statement or management company fees.

9. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

9.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 10.

9.3 Failure by the Buyer to notify the Seller in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 9.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 9.2(c).

9.4 Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 9.2.

9.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

10. Earnest Money Deposit:

10.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 10 is not applicable if no amount inserted).

11. Additional Provisions:

11.1 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

11.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only and shall not reduce the effect of this paragraph as to any other provision of this contract.

11.3 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

11.4 Term Definition: The term “day(s)” means calendar day(s). All references to dates and times refer to Sandusky, Ohio, time.

11.5 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

11.6 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

11.7 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

12. NOTICES TO THE PARTIES:

12.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines including: knowledge of hazardous materials, environmental conditions, inspections, engineering, etc. The Seller hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these, and other areas of professional expertise should the need arise

12.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer’s offer, and (c) within 3 business days following the receipt by the Buyer of the Property Disclosure Form or amendment of that form.

12.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller involved in the transaction.

13. Closing and Possession:

13.1 Closing: This contract shall be performed, and this transaction closed, on or before _____ unless the parties agree in writing to an extension.

13.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

13.3 Possession: Seller is entitled to possession through _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: The City of Sandusky _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: Welcome Home Great Lakes, LLC _____
Date Signed: _____
Address: _____

Phone #: _____

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

Welcome Home Ohio – Sandusky Purchase Contract

This Agreement is made and entered into this _____ day of _____, 20____, by and between the CITY OF SANDUSKY a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Purchaser"), and WELCOME HOME GREAT LAKES, AN Ohio Limited Liability Corporation with a tax mailing address of 1263 E Board Street Columbus, Ohio 43205 (the "Seller").

Upon the following terms, the Buyer agrees to buy and the Seller agrees to sell the premises, described as 1817 Pierce Street being located in the State of Ohio, County of Erie, Permanent Parcel Number 58-01184.000 and further described in the legal description marked Exhibit "A" attached to this Agreement

1. **Purchase price** shall be \$250,000 plus \$10,000 development fee to be paid at closing for a total of \$260,000.
 - 1.1 This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before _____ (date).
2. **Financing:**
 - 2.1 ___ / ___ Buyer will pay the purchase price in cash at closing.
3. **Taxes and Assessments:**
 - 3.1 **The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.**
Seller shall pay or credit at closing:
 - (a) all delinquent taxes, including penalty and interest;
 - (b) all assessments which are a lien on the premises as of the date of the contract;
 - (c) all agricultural use tax recouplements for years prior to the year of closing;
 - (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
 - (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

3.2 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

4. **Fixtures and Equipment:**
 - 4.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
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- Garage door openers and controls
- Heating and central air conditioning
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- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
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- Pumps
- Roof antenna
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- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And include the following:

Refrigerator, Range, Microwave, Washer and Dryer

5. Warranties:

5.1 Home Warranty or Protection Plan: All manufacturer warranties on new equipment will be transferred to the Buyer at no cost at the time of closing. Seller shall provide the transferable Home Warranty described in the attached Exhibit (B) to this Agreement.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.
- (g) Restrictive Covenant regarding compliance with the State of Ohio Department of Development Welcome Home Program, restricting transfers of ownership to Purchasers making no more than 80% median income published for the community and adjusted for family size.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer, a copy of the Commitment referenced in Paragraph 7.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting,

delivery, statement or management company fees.

9. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

9.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 10.

9.3 Failure by the Buyer to notify the Seller in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 9.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 9.2(c).

9.4 Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 9.2.

9.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

10. Earnest Money Deposit:

10.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 10 is not applicable if no amount inserted).

11. Additional Provisions:

11.1 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

11.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only and shall not reduce the effect of this paragraph as to any other provision of this contract.

11.3 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

11.4 Term Definition: The term “day(s)” means calendar day(s). All references to dates and times refer to Sandusky, Ohio, time.

11.5 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

11.6 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

11.7 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

12. NOTICES TO THE PARTIES:

12.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines including: knowledge of hazardous materials, environmental conditions, inspections, engineering, etc. The Seller hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these, and other areas of professional expertise should the need arise

12.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer’s offer, and (c) within 3 business days following the receipt by the Buyer of the Property Disclosure Form or amendment of that form.

12.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller involved in the transaction.

13. Closing and Possession:

13.1 Closing: This contract shall be performed, and this transaction closed, on or before _____ unless the parties agree in writing to an extension.

13.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

13.3 Possession: Seller is entitled to possession through _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: The City of Sandusky _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: Welcome Home Great Lakes, LLC _____
Date Signed: _____
Address: _____

Phone #: _____

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

Welcome Home Ohio – Sandusky Purchase Contract

This Agreement is made and entered into this _____ day of _____, 20____, by and between the CITY OF SANDUSKY a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Purchaser"), and WELCOME HOME GREAT LAKES, AN Ohio Limited Liability Corporation with a tax mailing address of 1263 E Board Street Columbus, Ohio 43205 (the "Seller").

Upon the following terms, the Buyer agrees to buy and the Seller agrees to sell the premises, described as 1233 C Street being located in the State of Ohio, County of Erie, Permanent Parcel Number 57-01061.000 and further described in the legal description marked Exhibit "A" attached to this Agreement

1. **Purchase price** shall be \$250,000 plus \$10,000 development fee to be paid at closing for a total of \$260,000.
 - 1.1 This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before _____ (date).
2. **Financing:**
 - 2.1 ___ / ___ Buyer will pay the purchase price in cash at closing.
3. **Taxes and Assessments:**
 - 3.1 **The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.**
Seller shall pay or credit at closing:
 - (a) all delinquent taxes, including penalty and interest;
 - (b) all assessments which are a lien on the premises as of the date of the contract;
 - (c) all agricultural use tax recouplements for years prior to the year of closing;
 - (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
 - (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

_____.

3.2 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

_____.

4. **Fixtures and Equipment:**
 - 4.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And include the following:

Refrigerator, Range, Microwave, Washer and Dryer

5. Warranties:

5.1 Home Warranty or Protection Plan: All manufacturer warranties on new equipment will be transferred to the Buyer at no cost at the time of closing. Seller shall provide the transferable Home Warranty described in the attached Exhibit (B) to this Agreement.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.
- (g) Restrictive Covenant regarding compliance with the State of Ohio Department of Development Welcome Home Program, restricting transfers of ownership to Purchasers making no more than 80% median income published for the community and adjusted for family size.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer, a copy of the Commitment referenced in Paragraph 7.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting,

delivery, statement or management company fees.

9. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

9.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 10.

9.3 Failure by the Buyer to notify the Seller in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 9.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 9.2(c).

9.4 Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 9.2.

9.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

10. Earnest Money Deposit:

10.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 10 is not applicable if no amount inserted).

11. Additional Provisions:

11.1 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

11.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only and shall not reduce the effect of this paragraph as to any other provision of this contract.

11.3 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

11.4 Term Definition: The term “day(s)” means calendar day(s). All references to dates and times refer to Sandusky, Ohio, time.

11.5 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

11.6 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

11.7 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

12. NOTICES TO THE PARTIES:

12.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines including: knowledge of hazardous materials, environmental conditions, inspections, engineering, etc. The Seller hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these, and other areas of professional expertise should the need arise

12.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer’s offer, and (c) within 3 business days following the receipt by the Buyer of the Property Disclosure Form or amendment of that form.

12.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller involved in the transaction.

13. Closing and Possession:

13.1 Closing: This contract shall be performed, and this transaction closed, on or before _____ unless the parties agree in writing to an extension.

13.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

13.3 Possession: Seller is entitled to possession through _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: The City of Sandusky _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: Welcome Home Great Lakes, LLC _____
Date Signed: _____
Address: _____

Phone #: _____

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

Welcome Home Ohio – Sandusky Purchase Contract

This Agreement is made and entered into this _____ day of _____, 20____, by and between the CITY OF SANDUSKY a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Purchaser"), and WELCOME HOME GREAT LAKES, AN Ohio Limited Liability Corporation with a tax mailing address of 1263 E Board Street Columbus, Ohio 43205 (the "Seller").

Upon the following terms, the Buyer agrees to buy and the Seller agrees to sell the premises, described as 1828 Harrison Street being located in the State of Ohio, County of Erie, Permanent Parcel Number 58-00382.000 and further described in the legal description marked Exhibit "A" attached to this Agreement

1. **Purchase price** shall be \$250,000 plus \$10,000 development fee to be paid at closing for a total of \$260,000.
 - 1.1 This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before _____ (date).
2. **Financing:**
 - 2.1 ___ / ___ Buyer will pay the purchase price in cash at closing.
3. **Taxes and Assessments:**
 - 3.1 **The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.**
Seller shall pay or credit at closing:
 - (a) all delinquent taxes, including penalty and interest;
 - (b) all assessments which are a lien on the premises as of the date of the contract;
 - (c) all agricultural use tax recouplements for years prior to the year of closing;
 - (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
 - (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

3.2 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

4. **Fixtures and Equipment:**
 - 4.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And include the following:

Refrigerator, Range, Microwave, Washer and Dryer

5. Warranties:

5.1 Home Warranty or Protection Plan: All manufacturer warranties on new equipment will be transferred to the Buyer at no cost at the time of closing. Seller shall provide the transferable Home Warranty described in the attached Exhibit (B) to this Agreement.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.
- (g) Restrictive Covenant regarding compliance with the State of Ohio Department of Development Welcome Home Program, restricting transfers of ownership to Purchasers making no more than 80% median income published for the community and adjusted for family size.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer, a copy of the Commitment referenced in Paragraph 7.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting,

delivery, statement or management company fees.

9. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

9.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 10.

9.3 Failure by the Buyer to notify the Seller in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 9.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 9.2(c).

9.4 Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 9.2.

9.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

10. Earnest Money Deposit:

10.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 10 is not applicable if no amount inserted).

11. Additional Provisions:

11.1 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

11.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only and shall not reduce the effect of this paragraph as to any other provision of this contract.

11.3 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

11.4 Term Definition: The term “day(s)” means calendar day(s). All references to dates and times refer to Sandusky, Ohio, time.

11.5 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

11.6 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

11.7 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

12. NOTICES TO THE PARTIES:

12.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines including: knowledge of hazardous materials, environmental conditions, inspections, engineering, etc. The Seller hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these, and other areas of professional expertise should the need arise

12.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer’s offer, and (c) within 3 business days following the receipt by the Buyer of the Property Disclosure Form or amendment of that form.

12.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller involved in the transaction.

13. Closing and Possession:

13.1 Closing: This contract shall be performed, and this transaction closed, on or before _____ unless the parties agree in writing to an extension.

13.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

13.3 Possession: Seller is entitled to possession through _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: The City of Sandusky _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: Welcome Home Great Lakes, LLC _____
Date Signed: _____
Address: _____

Phone #: _____

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

Welcome Home Ohio – Sandusky Purchase Contract

Date: _____

This Agreement is made and entered into this _____ day of _____ 20____, by and between the CITY OF SANDUSKY a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Purchaser"), and WELCOME HOME GREAT LAKES, AN Ohio Limited Liability Corporation with a tax mailing address of 1263 E Board Street Columbus, Ohio 43205 (the "Seller").

Upon the following terms, the Buyer agrees to buy and the Seller agrees to sell the premises, described as 1504 Carr Street being located in the State of Ohio, County of Erie, Permanent Parcel no _____ and further described in the legal description marked Exhibit "A" attached to this Agreement

1. **Purchase price** shall be \$250,000 plus \$10,000 development fee to be paid at closing for a total of \$260,000.
 - 1.1 This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before _____ (date).
2. **Financing:**
 - 2.1 ___ / ___ Buyer will pay the purchase price in cash at closing.
3. **Taxes and Assessments:**
 - 3.1 **The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.**
Seller shall pay or credit at closing:
 - (a) all delinquent taxes, including penalty and interest;
 - (b) all assessments which are a lien on the premises as of the date of the contract;
 - (c) all agricultural use tax recoupments for years prior to the year of closing;
 - (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
 - (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

_____.

3.2 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

_____.

4. **Fixtures and Equipment:**
 - 4.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And include the following:

Refrigerator, Range, Microwave, Washer and Dryer

5. Warranties:

5.1 Home Warranty or Protection Plan: All manufacturer warranties on new equipment will be transferred to the Buyer at no cost at the time of closing. Seller shall provide the transferable Home Warranty described in the attached Exhibit (B) to this Agreement.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.
- (g) Restrictive Covenant regarding compliance with the State of Ohio Department of Development Welcome Home Program, restricting transfers of ownership to Purchasers making no more than 80% median income published for the community and adjusted for family size.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer, a copy of the Commitment referenced in Paragraph 7.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting,

delivery, statement or management company fees.

9. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

9.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 10.

9.3 Failure by the Buyer to notify the Seller in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 9.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 9.2(c).

9.4 Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 9.2.

9.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

10. Earnest Money Deposit:

10.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 10 is not applicable if no amount inserted).

11. Additional Provisions:

11.1 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

11.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only and shall not reduce the effect of this paragraph as to any other provision of this contract.

11.3 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

11.4 Term Definition: The term “day(s)” means calendar day(s). All references to dates and times refer to Sandusky, Ohio, time.

11.5 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

11.6 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

11.7 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

12. NOTICES TO THE PARTIES:

12.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines including: knowledge of hazardous materials, environmental conditions, inspections, engineering, etc. The Seller hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these, and other areas of professional expertise should the need arise

12.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer’s offer, and (c) within 3 business days following the receipt by the Buyer of the Property Disclosure Form or amendment of that form.

12.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller involved in the transaction.

13. Closing and Possession:

13.1 Closing: This contract shall be performed, and this transaction closed, on or before _____ unless the parties agree in writing to an extension.

13.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

13.3 Possession: Seller is entitled to possession through _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: The City of Sandusky _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: Welcome Home Great Lakes, LLC _____
Date Signed: _____
Address: _____

Phone #: _____

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

PARCEL A DESCRIPTION

Situated in part of Lot Number 118, Lot Number 120 and Lot Number 122 on Osborne Street in D.L.C. Ransom's Addition as per plat recorded in Volume 3 Page 34 of the Erie County Records, Ward 3, City of Sandusky, Erie County, Ohio, and being more particularly described as follows;

Commencing at an iron pin in a monument box found at the intersection of the centerline of Osborne Street with the centerline of Carr Street;

Thence South $88^{\circ}-18'-47''$ East, along the centerline of Osborne Street, a distance of 35.31 feet to a point;

Thence South $01^{\circ}-41'-13''$ West, a distance of 33.00 feet to an iron pin set at the intersection of the southerly right of way line of Osborne Street with the easterly right of way line of Carr Street, being the northwesterly corner of said Lot Number 118, said point also being the principal place of beginning for this description;

1. Thence South $88^{\circ}-18'-47''$ East, along the southerly right of way line of Osborne Street, being the northerly line of said Lot Number 118, the northerly line of said Lot Number 120 and the northerly line of said Lot Number 122, a distance of 89.92 feet to an iron pin set;
2. Thence South $02^{\circ}-12'-16''$ East, a distance of 46.25 feet to an iron pin set;
3. Thence North $88^{\circ}-18'-47''$ West, a distance of 89.92 feet to an iron pin set on the easterly right of way line of Carr Street, being on the westerly line of said Lot Number 118;
4. Thence North $02^{\circ}-11'-57''$ West, along the easterly right of way line of Carr Street, being the westerly line of said Lot Number 118, a distance of 46.25 feet to the place of beginning and containing 0.0953 acres of land, but subject to all legal highways, easements and restrictions of record.

In the above description the courses were referred to a meridian assumed for the purpose of indicating angles only.

Grantors herein claim title by instrument recorded in RN202500219 (Parcel 1) of the Deed Records of Erie County, Ohio.

This description was prepared by David A. Williams, Registered Surveyor No. 7166 and was taken from an actual field survey performed on January 9, 2025.



David A. Williams

A handwritten signature in blue ink that reads "David A. Williams".

Registered Surveyor No. 7166

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.

A handwritten signature in blue ink that reads "Eric B. Dabill".

Engineer/Surveyor: Erie County Engineer's

Date: 01/22/2025

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

DATE

A handwritten signature in blue ink that reads "A.D.S.".
01/27/2025

Welcome Home Ohio – Sandusky Purchase Contract

This Agreement is made and entered into this _____ day of _____, 20____, by and between the CITY OF SANDUSKY a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Purchaser"), and WELCOME HOME GREAT LAKES, AN Ohio Limited Liability Corporation with a tax mailing address of 1263 E Board Street Columbus, Ohio 43205 (the "Seller").

Upon the following terms, the Buyer agrees to buy and the Seller agrees to sell the premises, described as 1506 Carr Street being located in the State of Ohio, County of Erie, Permanent Parcel no _____ and further described in the legal description marked Exhibit "A" attached to this Agreement

1. **Purchase price** shall be \$250,000 plus \$10,000 development fee to be paid at closing for a total of \$260,000.
 - 1.1 This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before _____ (date).
2. **Financing:**
 - 2.1 ___ / ___ Buyer will pay the purchase price in cash at closing.
3. **Taxes and Assessments:**
 - 3.1 **The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.**
Seller shall pay or credit at closing:
 - (a) all delinquent taxes, including penalty and interest;
 - (b) all assessments which are a lien on the premises as of the date of the contract;
 - (c) all agricultural use tax recoupments for years prior to the year of closing;
 - (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
 - (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

_____.

3.2 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

_____.

4. **Fixtures and Equipment:**

4.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And include the following:

Refrigerator, Range, Microwave, Washer and Dryer

5. Warranties:

5.1 Home Warranty or Protection Plan: All manufacturer warranties on new equipment will be transferred to the Buyer at no cost at the time of closing. Seller shall provide the transferable Home Warranty described in the attached Exhibit (B) to this Agreement.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.
- (g) Restrictive Covenant regarding compliance with the State of Ohio Department of Development Welcome Home Program, restricting transfers of ownership to Purchasers making no more than 80% median income published for the community and adjusted for family size.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer, a copy of the Commitment referenced in Paragraph 7.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting,

delivery, statement or management company fees.

9. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

9.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 10.

9.3 Failure by the Buyer to notify the Seller in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 9.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 9.2(c).

9.4 Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 9.2.

9.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

10. Earnest Money Deposit:

10.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 10 is not applicable if no amount inserted).

11. Additional Provisions:

11.1 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

11.2 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only and shall not reduce the effect of this paragraph as to any other provision of this contract.

11.3 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

11.4 Term Definition: The term “day(s)” means calendar day(s). All references to dates and times refer to Sandusky, Ohio, time.

11.5 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

11.6 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

11.7 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

12. NOTICES TO THE PARTIES:

12.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines including: knowledge of hazardous materials, environmental conditions, inspections, engineering, etc. The Seller hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these, and other areas of professional expertise should the need arise

12.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer’s offer, and (c) within 3 business days following the receipt by the Buyer of the Property Disclosure Form or amendment of that form.

12.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller involved in the transaction.

13. Closing and Possession:

13.1 Closing: This contract shall be performed, and this transaction closed, on or before _____ unless the parties agree in writing to an extension.

13.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

13.3 Possession: Seller is entitled to possession through _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: The City of Sandusky _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: Welcome Home Great Lakes, LLC _____
Date Signed: _____
Address: _____

Phone #: _____

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

PARCEL B DESCRIPTION

Situated in part of Lot Number 118, Lot Number 120 and Lot Number 122 on Osborne Street in D.L.C. Ransom's Addition as per plat recorded in Volume 3 Page 34 of the Erie County Records, Ward 3, City of Sandusky, Erie County, Ohio, and being more particularly described as follows;

Commencing at an iron pin in a monument box found at the intersection of the centerline of Osborne Street with the centerline of Carr Street;

Thence South $88^{\circ}-18'-47''$ East, along the centerline of Osborne Street, a distance of 35.31 feet to a point;

Thence South $01^{\circ}-41'-13''$ West, a distance of 33.00 feet to an iron pin set at the intersection of the easterly right of way line of Carr Street with southerly right of way line of Osborne Street, being the northwesterly corner of said Lot Nummer 118;

Thence South $02^{\circ}-11'-57''$ East, along the easterly right of way line of Carr Street, being the westerly line of said Lot Number 118, a distance of 46.25 feet to an iron pin set, said point being the principal place of beginning for this description;

1. Thence South $88^{\circ}-18'-47''$ East, a distance of 89.92 feet to an iron pin set;
2. Thence South $02^{\circ}-12'-16''$ East, a distance of 42.83 feet to an iron pin set;
3. Thence North $88^{\circ}-19'-33''$ West, a distance of 89.92 feet to an iron pin set on the easterly right of way line of Carr Street, being on the westerly line of said Lot Number 118;
4. Thence North $02^{\circ}-11'-57''$ West, along the easterly right of way line of Carr Street, being the westerly line of said Lot Number 118, a distance of 42.85 feet to the place of beginning and containing 0.0882 acres of land, but subject to all legal highways, easements and restrictions of record.

In the above description the courses were referred to a meridian assumed for the purpose of indicating angles only.

Grantors herein claim title by instrument recorded in RN202500219 (Parcel 1) of the Deed Records of Erie County, Ohio.

This description was prepared by David A. Williams, Registered Surveyor No. 7166 and was taken from an actual field survey performed on January 9, 2025.



David A. Williams

Registered Surveyor No. 7166

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.

Engineer/Surveyor: Eric County Engineer's

Date: 01/22/2025

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

DATE

01/27/2025

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT A CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 1815 PIERCE STREET, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 58-01184.001 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 HANNAH SMITH; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the submission of the grant application to the Ohio Department of Development through the Fiscal Year 2024-2025 Welcome Home Ohio Grant Program by Resolution No. 001-24R, passed on January 8, 2024, and subsequently, the City was awarded \$3,500,000 in grant funds to build single family homes; and

WHEREAS, the Welcome Home Ohio (WHO) program was created to award grants for the purchase of qualifying residential properties, the cost of construction or rehabilitation, or a nonrefundable tax credit for qualifying activities; and

WHEREAS, the City Commission authorized the sale of 1815 Pierce Street to Welcome Home Great Lakes by Ordinance No. 24-148, passed on August 12, 2024; and

WHEREAS, it is being requested in companion legislation to purchase six (6) of the homes back from Welcome Home Great Lakes, including 1815 Pierce Street, at a sale price of \$260,000.00 plus closing costs; and

WHEREAS, Hannah Smith qualifies and has been pre-approved to purchase 1815 Pierce Street at or below 80% of the area median income, which is estimated at a net sale price of \$160,000.00; 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 authorize the execution of the Purchase Contract as required for the closing on the construction loan and continue with development of the property; and

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

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

Section 1. This City Commission finds, determines and declares that Parcel No. 58-01184.001, located at 1815 Pierce Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any

municipal purpose 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 Hannah Smith for the sale of a portion of Parcel No. 58-01184.001, located at 1815 Pierce Street, 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 a portion of Parcel No. 58-01184.001, located at 1815 Pierce Street 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 adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHY MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

Welcome Home Ohio – Sandusky Purchase Contract

This Agreement is made and entered into this _____ day of _____, 20____, by and between HANNAH SMITH, with a mailing address of _____ (the "Purchaser") and CITY OF SANDUSKY a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Seller").

Upon the following terms, the Buyer agrees to buy and the Seller agrees to sell the premises, described as 1815 Pierce Street being located in the State of Ohio, County of Erie, Permanent Parcel Number 58-01184.001 and further described in the legal description marked Exhibit "A" attached to this Agreement.

1. Purchase price shall be \$180,000 with a \$20,000 grant from the Welcome Home Ohio Program.

1.1 This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before _____ (date).

2. Financing: (Buyer shall select and initial one of the following)

2.1 ___ / ___ Buyer will pay the purchase price in cash at closing. Paragraph 2.2 does not apply to this contract. Buyer shall deliver to the Seller, within ___ calendar days (if left blank, number of calendar days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3. **OR**

2.2 ___ / ___ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 2.2.

2.2(a) Lender Pre-Qualification:

Buyer ___ / ___ (insert initials here) has delivered **OR** ___ / ___ (insert initials here) shall deliver within ___ calendar days (if left blank, the number shall be 2) after date of acceptance to Seller, a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3.

2.2(b) Loan Application:

(i) Within ___ calendar days, (if left blank, the number of calendar days shall be 7) after the date of acceptance of this contract, Buyer shall:

a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) _____ loan,

b) inform the Seller in writing of the identity of the lender, and

c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3.

(ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller within 3 calendar days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. **Failure of the Buyer to deliver the lender's written notification within 3 calendar days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the**

contract due to the Buyer's failure to obtain financing.**2.2(c) Loan Commitment:**

The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller a loan commitment within _____ calendar days (this subsection 2.2(c) is not applicable if number of days not inserted) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller, the Seller may terminate this contract pursuant to paragraph 2.3

2.3 Demand for Financing Evidence:

If Seller does not receive Buyer's written notice or documents as required in paragraphs 2.1, 2.2(a), 2.2(b)(i), or 2.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 13.1, notify the Buyer in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 2.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit.

Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.

3. Taxes and Assessments:

3.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recoupments for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

3.2 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

4. Fixtures and Equipment:

4.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And include the following:

5. Warranties:

5.1 Home Warranty or Protection Plan: The Seller, All manufacturer warranties on new equipment will be transferred to the Buyer at no cost at the time of closing. Seller shall provide the transferable Home Warranty described in the attached Exhibit (B) to this Agreement which shall be available to the subsequent Welcome Home Buyer.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.
- (g) Restrictive Covenant regarding compliance with the State of Ohio Department of Development Welcome Home Program, restricting transfers of ownership to Purchasers making no more than 80% median income published for the community and adjusted for family size.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer, a copy of the Commitment referenced in Paragraph 7.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall

pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting, delivery, statement or management company fees.

9. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

9.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 10.

9.3 Failure by the Buyer to notify the Seller in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 9.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 9.2(c).

9.4 Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 9.2.

9.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

10. Earnest Money Deposit:

10.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 10 is not applicable if no amount inserted).

11. Additional Provisions:

11.1 As a condition precedent to purchase of this unit, Buyer will complete the financial literacy educational requirement of the Ohio Department of Development Welcome Home program, with financial literacy training provided from Welcome Home Partner, NeighborWorks Toledo. The Certificate of Completion under this program will be provided to Seller at the closing and is a condition to close.

11.2 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

11.3 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only and shall not reduce the effect of this paragraph as to any other provision of this contract.

11.4 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

11.5 Term Definition: The term “day(s)” means calendar day(s). All references to dates and times refer to Sandusky, Ohio, time.

11.6 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

11.7 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

11.8 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

12. NOTICES TO THE PARTIES:

12.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines including: knowledge of hazardous materials, environmental conditions, inspections, engineering, etc. The Seller hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these, and other areas of professional expertise should the need arise

12.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer of the Property Disclosure Form or amendment of that form.

12.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller involved in the transaction.

13. Closing and Possession:

13.1 Closing: This contract shall be performed, and this transaction closed, on or before _____ unless the parties agree in writing to an extension.

13.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

13.3 Possession: Seller is entitled to possession through _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: Hannah Boggs _____
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: The City of Sandusky _____
Date Signed: _____
Address: _____

Phone #: _____

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT A CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 1817 PIERCE STREET, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 58-01184.000 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 ROMIKA BROWN; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the submission of the grant application to the Ohio Department of Development through the Fiscal Year 2024-2025 Welcome Home Ohio Grant Program by Resolution No. 001-24R, passed on January 8, 2024, and subsequently, the City was awarded \$3,500,000 in grant funds to build single family homes; and

WHEREAS, the Welcome Home Ohio (WHO) program was created to award grants for the purchase of qualifying residential properties, the cost of construction or rehabilitation, or a nonrefundable tax credit for qualifying activities; and

WHEREAS, the City Commission authorized the sale of 1817 Pierce Street to Welcome Home Great Lakes by Ordinance No. 24-148, passed on August 12, 2024; and

WHEREAS, it is being requested in companion legislation to purchase six (6) of the homes back from Welcome Home Great Lakes, including 1817 Pierce Street, at a sale price of \$260,000.00 plus closing costs; and

WHEREAS, Romika Brown qualifies and has been pre-approved to purchase 1817 Pierce Street or below 80% of the area median income, which is estimated at a net sale price of \$160,000.00; 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 authorize the execution of the Purchase Contract as required for the closing on the construction loan and continue with development of the property; and

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

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

Section 1. This City Commission finds, determines and declares that Parcel No. 58-01184.000, located at 1817 Pierce Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any

municipal purpose 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 Romika Brown for the sale of a portion of Parcel No. 58-01184.000, located at 1817 Pierce Street, 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 a portion of Parcel No. 58-01184.000, located at 1817 Pierce Street 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 adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHY MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

Welcome Home Ohio – Sandusky Purchase Contract

This Agreement is made and entered into this _____ day of _____ 20____, by and between ROMIKA BROWN, with a mailing address of _____ (the “Purchaser”) and CITY OF SANDUSKY a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the “Seller”).

Upon the following terms, the Buyer agrees to buy and the Seller agrees to sell the premises, described as 1817 Pierce Street being located in the State of Ohio, County of Erie, Permanent Parcel Number 58-01184.000 and further described in the legal description marked Exhibit “A” attached to this Agreement.

1. **Purchase price** shall be \$180,000 with a \$20,000 grant from the Welcome Home Ohio Program.
 - 1.1 This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before _____ (date).
2. **Financing:** (Buyer shall select and initial one of the following)
 - 2.1 ___ / ___ Buyer will pay the purchase price in cash at closing. Paragraph 2.2 does not apply to this contract. Buyer shall deliver to the Seller, within ___ calendar days (if left blank, number of calendar days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3. **OR**
 - 2.2 ___ / ___ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 2.2.

2.2(a) Lender Pre-Qualification:

Buyer ___ / ___ (insert initials here) has delivered **OR** ___ / ___ (insert initials here) shall deliver within ___ calendar days (if left blank, the number shall be 2) after date of acceptance to Seller, a lender’s pre-qualification letter stating that the Buyer’s credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3.

2.2(b) Loan Application:

- (i) Within ___ calendar days, (if left blank, the number of calendar days shall be 7) after the date of acceptance of this contract, Buyer shall:
 - a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) _____ loan,
 - b) inform the Seller in writing of the identity of the lender, and
 - c) notify the lender of the Buyer’s intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3.

- (ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender’s written notification to the Seller within 3 calendar days following Buyer’s receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. **Failure of the Buyer to deliver the lender’s written notification within 3 calendar days following Buyer’s receipt thereof constitutes a waiver of Buyer’s right to terminate the**

contract due to the Buyer's failure to obtain financing.**2.2(c) Loan Commitment:**

The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller a loan commitment within _____ calendar days (this subsection 2.2(c) is not applicable if number of days not inserted) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller, the Seller may terminate this contract pursuant to paragraph 2.3

2.3 Demand for Financing Evidence:

If Seller does not receive Buyer's written notice or documents as required in paragraphs 2.1, 2.2(a), 2.2(b)(i), or 2.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 13.1, notify the Buyer in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 2.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit.

Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.

3. Taxes and Assessments:

3.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recoupments for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

3.2 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

4. Fixtures and Equipment:

4.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And include the following:

5. Warranties:

5.1 Home Warranty or Protection Plan: The Seller, All manufacturer warranties on new equipment will be transferred to the Buyer at no cost at the time of closing. Seller shall provide the transferable Home Warranty described in the attached Exhibit (B) to this Agreement which shall be available to the subsequent Welcome Home Buyer.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.
- (g) Restrictive Covenant regarding compliance with the State of Ohio Department of Development Welcome Home Program, restricting transfers of ownership to Purchasers making no more than 80% median income published for the community and adjusted for family size.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer, a copy of the Commitment referenced in Paragraph 7.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall

pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting, delivery, statement or management company fees.

9. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

9.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 10.

9.3 Failure by the Buyer to notify the Seller in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 9.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 9.2(c).

9.4 Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 9.2.

9.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

10. Earnest Money Deposit:

10.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 10 is not applicable if no amount inserted).

11. Additional Provisions:

11.1 As a condition precedent to purchase of this unit, Buyer will complete the financial literacy educational requirement of the Ohio Department of Development Welcome Home program, with financial literacy training provided from Welcome Home Partner, NeighborWorks Toledo. The Certificate of Completion under this program will be provided to Seller at the closing and is a condition to close.

11.2 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

11.3 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only and shall not reduce the effect of this paragraph as to any other provision of this contract.

11.4 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

11.5 Term Definition: The term “day(s)” means calendar day(s). All references to dates and times refer to Sandusky, Ohio, time.

11.6 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

11.7 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

11.8 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

12. NOTICES TO THE PARTIES:

12.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines including: knowledge of hazardous materials, environmental conditions, inspections, engineering, etc. The Seller hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these, and other areas of professional expertise should the need arise

12.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer of the Property Disclosure Form or amendment of that form.

12.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller involved in the transaction.

13. Closing and Possession:

13.1 Closing: This contract shall be performed, and this transaction closed, on or before _____ unless the parties agree in writing to an extension.

13.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

13.3 Possession: Seller is entitled to possession through _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: Romika Brown _____
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: The City of Sandusky _____
Date Signed: _____
Address: _____

Phone #: _____

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT A CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 1223 C STREET, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 57-01061.000 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 JOHN POOLE; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the submission of the grant application to the Ohio Department of Development through the Fiscal Year 2024-2025 Welcome Home Ohio Grant Program by Resolution No. 001-24R, passed on January 8, 2024, and subsequently, the City was awarded \$3,500,000 in grant funds to build single family homes; and

WHEREAS, the Welcome Home Ohio (WHO) program was created to award grants for the purchase of qualifying residential properties, the cost of construction or rehabilitation, or a nonrefundable tax credit for qualifying activities; and

WHEREAS, the City Commission authorized the sale of 1233 C Street to Welcome Home Great Lakes by Ordinance No. 24-213, passed on October 28, 2024; and

WHEREAS, it is being requested in companion legislation to purchase six (6) of the homes back from Welcome Home Great Lakes, including 1233 C Street, at a sale price of \$260,000.00 plus closing costs; and

WHEREAS, John Poole qualifies and has been pre-approved to purchase 1233 C Street at or below 80% of the area median income, which is estimated at a net sale price of \$160,000.00; 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 authorize the execution of the Purchase Contract as required for the closing on the construction loan and continue with development of the property; and

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

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

Section 1. This City Commission finds, determines and declares that Parcel No. 57-01061.000, located at 1233 C Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal

purpose 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 John Poole for the sale of a portion of Parcel No. 57-01061.000, located at 1233 C Street, 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 a portion of Parcel No. 57-01061.000, located at 1233 C Street 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 adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHY MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

Welcome Home Ohio – Sandusky Purchase Contract

This Agreement is made and entered into this _____ day of _____, 20____, by and between JOHN POOLE, with a mailing address of _____ (the "Purchaser") and CITY OF SANDUSKY a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Seller").

Upon the following terms, the Buyer agrees to buy and the Seller agrees to sell the premises, described as 1233 C Street being located in the State of Ohio, County of Erie, Permanent Parcel No 57-01061.000 and further described in the legal description marked Exhibit "A" attached to this Agreement.

1. **Purchase price** shall be \$180,000 with a \$20,000 grant from the Welcome Home Ohio Program.

1.1 This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before _____ (date).

2. **Financing:** (Buyer shall select and initial one of the following)

2.1 ___ / ___ Buyer will pay the purchase price in cash at closing. Paragraph 2.2 does not apply to this contract. Buyer shall deliver to the Seller, within ___ calendar days (if left blank, number of calendar days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3. **OR**

2.2 ___ / ___ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 2.2.

2.2(a) Lender Pre-Qualification:

Buyer ___ / ___ (insert initials here) has delivered **OR** ___ / ___ (insert initials here) shall deliver within ___ calendar days (if left blank, the number shall be 2) after date of acceptance to Seller, a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3.

2.2(b) Loan Application:

(i) Within ___ calendar days, (if left blank, the number of calendar days shall be 7) after the date of acceptance of this contract, Buyer shall:

a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) _____ loan,

b) inform the Seller in writing of the identity of the lender, and

c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3.

(ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller within 3 calendar days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. **Failure of the Buyer to deliver the lender's written notification within 3 calendar**

days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the contract due to the Buyer's failure to obtain financing.

2.2(c) Loan Commitment:

The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller a loan commitment within _____ calendar days (this subsection 2.2(c) is not applicable if number of days not inserted) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller, the Seller may terminate this contract pursuant to paragraph 2.3

2.3 Demand for Financing Evidence:

If Seller does not receive Buyer's written notice or documents as required in paragraphs 2.1, 2.2(a), 2.2(b)(i), or 2.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 13.1, notify the Buyer in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 2.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.**

3. Taxes and Assessments:

3.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recoupments for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

3.2 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

4. Fixtures and Equipment:

4.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And include the following:

5. Warranties:

5.1 Home Warranty or Protection Plan: The Seller, All manufacturer warranties on new equipment will be transferred to the Buyer at no cost at the time of closing. Seller shall provide the transferable Home Warranty described in the attached Exhibit (B) to this Agreement which shall be available to the subsequent Welcome Home Buyer.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.
- (g) Restrictive Covenant regarding compliance with the State of Ohio Department of Development Welcome Home Program, restricting transfers of ownership to Purchasers making no more than 80% median income published for the community and adjusted for family size.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer, a copy of the Commitment referenced in Paragraph 7.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall

pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting, delivery, statement or management company fees.

9. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

9.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 10.

9.3 Failure by the Buyer to notify the Seller in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 9.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 9.2(c).

9.4 Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 9.2.

9.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

10. Earnest Money Deposit:

10.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 10 is not applicable if no amount inserted).

11. Additional Provisions:

11.1 As a condition precedent to purchase of this unit, Buyer will complete the financial literacy educational requirement of the Ohio Department of Development Welcome Home program, with financial literacy training provided from Welcome Home Partner, NeighborWorks Toledo. The Certificate of Completion under this program will be provided to Seller at the closing and is a condition to close.

11.2 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

11.3 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only and shall not reduce the effect of this paragraph as to any other provision of this contract.

11.4 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

11.5 Term Definition: The term “day(s)” means calendar day(s). All references to dates and times refer to Sandusky, Ohio, time.

11.6 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

11.7 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

11.8 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

12. NOTICES TO THE PARTIES:

12.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines including: knowledge of hazardous materials, environmental conditions, inspections, engineering, etc. The Seller hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these, and other areas of professional expertise should the need arise

12.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer of the Property Disclosure Form or amendment of that form.

12.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller involved in the transaction.

13. Closing and Possession:

13.1 Closing: This contract shall be performed, and this transaction closed, on or before _____ unless the parties agree in writing to an extension.

13.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

13.3 Possession: Seller is entitled to possession through _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: John Poole _____
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: The City of Sandusky _____
Date Signed: _____
Address: _____

Phone #: _____

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT A CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 1828 HARRISON STREET, SANDUSKY, AND IDENTIFIED AS PARCEL NO. 58-00382.000 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 TARIS AND MARCUS CHANEY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the submission of the grant application to the Ohio Department of Development through the Fiscal Year 2024-2025 Welcome Home Ohio Grant Program by Resolution No. 001-24R, passed on January 8, 2024, and subsequently, the City was awarded \$3,500,000 in grant funds to build single family homes; and

WHEREAS, the Welcome Home Ohio (WHO) program was created to award grants for the purchase of qualifying residential properties, the cost of construction or rehabilitation, or a nonrefundable tax credit for qualifying activities; and

WHEREAS, the City Commission authorized the sale of 1828 Harrison Street to Welcome Home Great Lakes by Ordinance No. 24-213, passed on October 28, 2024; and

WHEREAS, it is being requested in companion legislation to purchase six (6) of the homes back from Welcome Home Great Lakes, including 1828 Harrison Street, at a sale price of \$260,000.00 plus closing costs; and

WHEREAS, Taris and Marcus Chaney qualify and has been pre-approved to purchase 1828 Harrison Street at or below 80% of the area median income, which is estimated at a net sale price of \$160,000.00; 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 authorize the execution of the Purchase Contract as required for the closing on the construction loan and continue with development of the property; and

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

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

Section 1. This City Commission finds, determines and declares that Parcel No. 58-00382.000, located at 1828 Harrison Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any

municipal purpose 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 Taris and Marcus Chaney for the sale of a portion of Parcel No. 58-00382.000, located at 1828 Harrison Street, 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 a portion of Parcel No. 58-00382.000, located at 1828 Harrison Street 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 adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHY MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

Welcome Home Ohio – Sandusky Purchase Contract

This Agreement is made and entered into this _____ day of _____, 20____, by and between TARIS and MARCUS CHANEY, with a mailing address of _____ (the "Purchaser") and CITY OF SANDUSKY a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Seller").

Upon the following terms, the Buyer agrees to buy and the Seller agrees to sell the premises, described as 1828 Harrison Street being located in the State of Ohio, County of Erie, Permanent Parcel Number 58-00382.000 and further described in the legal description marked Exhibit "A" attached to this Agreement.

1. **Purchase price** shall be \$180,000 with a \$20,000 grant from the Welcome Home Ohio Program.
 - 1.1 This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before _____ (date).
2. **Financing:** (Buyer shall select and initial one of the following)
 - 2.1 ___ / ___ Buyer will pay the purchase price in cash at closing. Paragraph 2.2 does not apply to this contract. Buyer shall deliver to the Seller, within ___ calendar days (if left blank, number of calendar days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3. **OR**
 - 2.2 ___ / ___ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 2.2.

2.2(a) Lender Pre-Qualification:

Buyer ___ / ___ (insert initials here) has delivered **OR** ___ / ___ (insert initials here) shall deliver within ___ calendar days (if left blank, the number shall be 2) after date of acceptance to Seller, a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3.

2.2(b) Loan Application:

- (i) Within _____ calendar days, (if left blank, the number of calendar days shall be 7) after the date of acceptance of this contract, Buyer shall:
 - a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) _____ loan,
 - b) inform the Seller in writing of the identity of the lender, and
 - c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3.

- (ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller within 3 calendar days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. **Failure of the Buyer to deliver the lender's written notification within 3 calendar**

days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the contract due to the Buyer's failure to obtain financing.

2.2(c) Loan Commitment:

The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller a loan commitment within _____ calendar days (this subsection 2.2(c) is not applicable if number of days not inserted) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller, the Seller may terminate this contract pursuant to paragraph 2.3

2.3 Demand for Financing Evidence:

If Seller does not receive Buyer's written notice or documents as required in paragraphs 2.1, 2.2(a), 2.2(b)(i), or 2.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 13.1, notify the Buyer in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 2.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.**

3. Taxes and Assessments:

3.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recoupments for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

3.2 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

4. Fixtures and Equipment:

4.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And include the following:

5. Warranties:

5.1 Home Warranty or Protection Plan: The Seller, All manufacturer warranties on new equipment will be transferred to the Buyer at no cost at the time of closing. Seller shall provide the transferable Home Warranty described in the attached Exhibit (B) to this Agreement which shall be available to the subsequent Welcome Home Buyer.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.
- (g) Restrictive Covenant regarding compliance with the State of Ohio Department of Development Welcome Home Program, restricting transfers of ownership to Purchasers making no more than 80% median income published for the community and adjusted for family size.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer, a copy of the Commitment referenced in Paragraph 7.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall

pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting, delivery, statement or management company fees.

9. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

9.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 10.

9.3 Failure by the Buyer to notify the Seller in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 9.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 9.2(c).

9.4 Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 9.2.

9.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

10. Earnest Money Deposit:

10.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 10 is not applicable if no amount inserted).

11. Additional Provisions:

11.1 As a condition precedent to purchase of this unit, Buyer will complete the financial literacy educational requirement of the Ohio Department of Development Welcome Home program, with financial literacy training provided from Welcome Home Partner, NeighborWorks Toledo. The Certificate of Completion under this program will be provided to Seller at the closing and is a condition to close.

11.2 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

11.3 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only and shall not reduce the effect of this paragraph as to any other provision of this contract.

11.4 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

11.5 Term Definition: The term “day(s)” means calendar day(s). All references to dates and times refer to Sandusky, Ohio, time.

11.6 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

11.7 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

11.8 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

12. NOTICES TO THE PARTIES:

12.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines including: knowledge of hazardous materials, environmental conditions, inspections, engineering, etc. The Seller hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these, and other areas of professional expertise should the need arise

12.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer of the Property Disclosure Form or amendment of that form.

12.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller involved in the transaction.

13. Closing and Possession:

13.1 Closing: This contract shall be performed, and this transaction closed, on or before _____ unless the parties agree in writing to an extension.

13.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

13.3 Possession: Seller is entitled to possession through _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: Taris Chaney _____
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: The City of Sandusky _____
Date Signed: _____
Address: _____

Phone #: _____

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT A CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 1504 CARR STREET, SANDUSKY, AND IDENTIFIED AS PARCEL NO. (TO BE DETERMINED) 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 STEPHANIE AND DELANO WILLIAMS; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the submission of the grant application to the Ohio Department of Development through the Fiscal Year 2024-2025 Welcome Home Ohio Grant Program by Resolution No. 001-24R, passed on January 8, 2024, and subsequently, the City was awarded \$3,500,000 in grant funds to build single family homes; and

WHEREAS, the Welcome Home Ohio (WHO) program was created to award grants for the purchase of qualifying residential properties, the cost of construction or rehabilitation, or a nonrefundable tax credit for qualifying activities; and

WHEREAS, the City Commission authorized the sale of 1504 Carr Street to Welcome Home Great Lakes by Ordinance No. 24-148, passed on August 12, 2024; and

WHEREAS, it is being requested in companion legislation to purchase six (6) of the homes back from Welcome Home Great Lakes, including 1504 Carr Street, at a sale price of \$260,000.00 plus closing costs; and

WHEREAS, Stephanie and Delano Williams qualify and has been pre-approved to purchase 1504 Carr Street at or below 80% of the area median income, which is estimated at a net sale price of \$160,000.00; 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 authorize the execution of the Purchase Contract as required for the closing on the construction loan and continue with development of the property; and

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

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

Section 1. This City Commission finds, determines and declares that Parcel No. (to be determined), located at 1504 Carr Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any

municipal purpose 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 Stephanie and Delano Williams for the sale of a portion of Parcel No. (to be determined), located at 1504 Carr Street, 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 a portion of Parcel No. (to be determined), located at 1504 Carr Street 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 adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHY MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

Welcome Home Ohio – Sandusky Purchase Contract

This Agreement is made and entered into this _____ day of _____, 20____, by and between STEPHANIE and DELANO WILLIAMS, with a mailing address of _____ (the "Purchaser") and CITY OF SANDUSKY a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Seller").

Upon the following terms, the Buyer agrees to buy and the Seller agrees to sell the premises, described as 1504 Carr Street being located in the State of Ohio, County of Erie, Permanent Parcel No _____ and further described in the legal description marked Exhibit "A" attached to this Agreement.

1. **Purchase price** shall be \$180,000 with a \$20,000 grant from the Welcome Home Ohio Program.
 - 1.1 This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before _____ (date).
2. **Financing:** (Buyer shall select and initial one of the following)
 - 2.1 ___ / ___ Buyer will pay the purchase price in cash at closing. Paragraph 2.2 does not apply to this contract. Buyer shall deliver to the Seller, within ___ calendar days (if left blank, number of calendar days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3. **OR**
 - 2.2 ___ / ___ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 2.2.

2.2(a) Lender Pre-Qualification:

Buyer ___ / ___ (insert initials here) has delivered **OR** ___ / ___ (insert initials here) shall deliver within ___ calendar days (if left blank, the number shall be 2) after date of acceptance to Seller, a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3.

2.2(b) Loan Application:

- (i) Within _____ calendar days, (if left blank, the number of calendar days shall be 7) after the date of acceptance of this contract, Buyer shall:
 - a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) _____ loan,
 - b) inform the Seller in writing of the identity of the lender, and
 - c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3.

- (ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller within 3 calendar days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. **Failure of the Buyer to deliver the lender's written notification within 3 calendar**

days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the contract due to the Buyer's failure to obtain financing.

2.2(c) Loan Commitment:

The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller a loan commitment within _____ calendar days (this subsection 2.2(c) is not applicable if number of days not inserted) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller, the Seller may terminate this contract pursuant to paragraph 2.3

2.3 Demand for Financing Evidence:

If Seller does not receive Buyer's written notice or documents as required in paragraphs 2.1, 2.2(a), 2.2(b)(i), or 2.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 13.1, notify the Buyer in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 2.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit. **Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.**

3. Taxes and Assessments:

3.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recoupments for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

3.2 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

4. Fixtures and Equipment:

4.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And include the following:

5. Warranties:

5.1 Home Warranty or Protection Plan: The Seller, All manufacturer warranties on new equipment will be transferred to the Buyer at no cost at the time of closing. Seller shall provide the transferable Home Warranty described in the attached Exhibit (B) to this Agreement which shall be available to the subsequent Welcome Home Buyer.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.
- (g) Restrictive Covenant regarding compliance with the State of Ohio Department of Development Welcome Home Program, restricting transfers of ownership to Purchasers making no more than 80% median income published for the community and adjusted for family size.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer, a copy of the Commitment referenced in Paragraph 7.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall

pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting, delivery, statement or management company fees.

9. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

9.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 10.

9.3 Failure by the Buyer to notify the Seller in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 9.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 9.2(c).

9.4 Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 9.2.

9.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

10. Earnest Money Deposit:

10.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 10 is not applicable if no amount inserted).

11. Additional Provisions:

11.1 As a condition precedent to purchase of this unit, Buyer will complete the financial literacy educational requirement of the Ohio Department of Development Welcome Home program, with financial literacy training provided from Welcome Home Partner, NeighborWorks Toledo. The Certificate of Completion under this program will be provided to Seller at the closing and is a condition to close.

11.2 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

11.3 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only and shall not reduce the effect of this paragraph as to any other provision of this contract.

11.4 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

11.5 Term Definition: The term “day(s)” means calendar day(s). All references to dates and times refer to Sandusky, Ohio, time.

11.6 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

11.7 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

11.8 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

12. NOTICES TO THE PARTIES:

12.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines including: knowledge of hazardous materials, environmental conditions, inspections, engineering, etc. The Seller hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these, and other areas of professional expertise should the need arise

12.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer of the Property Disclosure Form or amendment of that form.

12.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller involved in the transaction.

13. Closing and Possession:

13.1 Closing: This contract shall be performed, and this transaction closed, on or before _____ unless the parties agree in writing to an extension.

13.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

13.3 Possession: Seller is entitled to possession through _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: Stephanie Williams _____
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: The City of Sandusky _____
Date Signed: _____
Address: _____

Phone #: _____

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____

ORDINANCE NO. _____

AN ORDINANCE DECLARING THAT A CERTAIN REAL PROPERTY OWNED BY THE CITY LOCATED AT 1506 CARR STREET, SANDUSKY, AND IDENTIFIED AS PARCEL NO. (TO BE DETERMINED) 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 CORY DRURY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, this City Commission authorized the submission of the grant application to the Ohio Department of Development through the Fiscal Year 2024-2025 Welcome Home Ohio Grant Program by Resolution No. 001-24R, passed on January 8, 2024, and subsequently, the City was awarded \$3,500,000 in grant funds to build single family homes; and

WHEREAS, the Welcome Home Ohio (WHO) program was created to award grants for the purchase of qualifying residential properties, the cost of construction or rehabilitation, or a nonrefundable tax credit for qualifying activities; and

WHEREAS, the City Commission authorized the sale of 1506 Carr Street to Welcome Home Great Lakes by Ordinance No. 24-148, passed on August 12, 2024; and

WHEREAS, it is being requested in companion legislation to purchase six (6) of the homes back from Welcome Home Great Lakes, including 1506 Carr Street, at a sale price of \$260,000.00 plus closing costs; and

WHEREAS, Cory Drury qualify and has been pre-approved to purchase 1506 Carr Street at or below 80% of the area median income, which is estimated at a net sale price of \$160,000.00; 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 authorize the execution of the Purchase Contract as required for the closing on the construction loan and continue with development of the property; and

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

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

Section 1. This City Commission finds, determines and declares that Parcel No. (to be determined), located at 1506 Carr Street, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any

municipal purpose 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 Cory Drury for the sale of a portion of Parcel No. (to be determined), located at 1506 Carr Street, 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 a portion of Parcel No. (to be determined), located at 1506 Carr Street 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 adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHY MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

Welcome Home Ohio – Sandusky Purchase Contract

This Agreement is made and entered into this _____ day of _____, 20____, by and between CORY DRURY, with a mailing address of _____ (the "Purchaser") and CITY OF SANDUSKY a municipal corporation under the laws of the State of Ohio with a tax mailing address of 240 Columbus Avenue, Sandusky, Ohio 44870 (the "Seller").

Upon the following terms, the Buyer agrees to buy and the Seller agrees to sell the premises, described as 1506 Carr Street being located in the State of Ohio, County of Erie, Permanent Parcel No _____ and further described in the legal description marked Exhibit "A" attached to this Agreement.

1. Purchase price shall be \$180,000 with a \$20,000 grant from the Welcome Home Ohio Program.

1.1 This Sale and Purchase agreement is expressly contingent upon the approval of the Sandusky City Commission on or before _____ (date).

2. Financing: (Buyer shall select and initial one of the following)

2.1 ___ / ___ Buyer will pay the purchase price in cash at closing. Paragraph 2.2 does not apply to this contract. Buyer shall deliver to the Seller, within _____ calendar days (if left blank, number of calendar days shall be 5) after the date of acceptance of this contract, one of the following: a letter from a financial institution, current bank statement, or other evidence reasonably satisfactory to Seller that sufficient funds are available to complete this transaction. If the Buyer does not deliver such evidence within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3. **OR**

2.2 ___ / ___ This contract is contingent upon Buyer obtaining financing for the purchase of the property, subject to provisions set forth in this paragraph 2.2.

2.2(a) Lender Pre-Qualification:

Buyer ___ / ___ (insert initials here) has delivered **OR** ___ / ___ (insert initials here) shall deliver within ___ calendar days (if left blank, the number shall be 2) after date of acceptance to Seller, a lender's pre-qualification letter stating that the Buyer's credit report has been reviewed, and that Buyer is prequalified to obtain a loan sufficient to finance the purchase of the property. If the Buyer does not deliver the pre-qualification letter within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3.

2.2(b) Loan Application:

(i) Within _____ calendar days, (if left blank, the number of calendar days shall be 7) after the date of acceptance of this contract, Buyer shall:

a) make formal application for a (write in type of loan: Conventional, FHA, VA, USDA) _____ loan,

b) inform the Seller in writing of the identity of the lender, and

c) notify the lender of the Buyer's intent to proceed pursuant to applicable federal regulations.

If the Buyer does not inform the Seller in writing of the identity of the lender within the stated time period, Seller may terminate this contract pursuant to paragraph 2.3.

(ii) The Buyer shall provide information and documentation, and otherwise comply with all reasonable requests made by the lender and title insurance agent during the mortgage loan application and approval process. If, at any time, the lender notifies the Buyer in writing that it will not be able to provide financing upon the terms and conditions stated in the loan application, the Buyer may terminate this contract by delivering a copy of the lender's written notification to the Seller within 3 calendar days following Buyer's receipt thereof. Upon delivery, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. **Failure of the Buyer to deliver the lender's written notification within 3 calendar days following Buyer's receipt thereof constitutes a waiver of Buyer's right to terminate the**

contract due to the Buyer's failure to obtain financing.**2.2(c) Loan Commitment:**

The Seller's obligations are contingent upon the Buyer obtaining and delivering to the Seller a loan commitment within _____ calendar days (this subsection 2.2(c) is not applicable if number of days not inserted) after acceptance of this contract. This time period shall be known as the Loan Commitment Period. Buyer shall use good faith and reasonable efforts to obtain the loan commitment. The loan commitment shall state that the lender will provide financing for the purchase of the property, subject to conditions and qualifications imposed at the lender's discretion.

If, at the expiration of the Loan Commitment Period, the Buyer has not delivered the loan commitment to the Seller, the Seller may terminate this contract pursuant to paragraph 2.3

2.3 Demand for Financing Evidence:

If Seller does not receive Buyer's written notice or documents as required in paragraphs 2.1, 2.2(a), 2.2(b)(i), or 2.2(c) (the "Financing Evidence"), the Seller may, at any time until 7 calendar days before the closing date set forth in paragraph 13.1, notify the Buyer in writing that Seller has not received the required Financing Evidence, specifying which type of Financing Evidence is overdue (a "Demand for Financing Evidence"). If Seller receives the required Financing Evidence within 3 calendar days after delivery of Seller's Demand for Financing Evidence, the parties shall proceed with the transaction. If Seller does not receive the required Financing Evidence within 3 calendar days after delivery of the Demand for Financing Evidence, Seller may, at any time thereafter until the Financing Evidence has been received, terminate this contract by delivering written notice of termination to the Buyer, at which time the Earnest Money Deposit shall be released to the Buyer. Seller's election to terminate pursuant to this paragraph 2.3 is Seller's sole legal remedy for Buyer's failure to deliver the Financing Evidence, acts as a bar to any additional legal or equitable claims that Seller may have against the Buyer, and constitutes Seller's consent to the release of the Earnest Money Deposit.

Failure of the Seller to timely deliver the written Demand for Financing Evidence constitutes a waiver of Seller's right to terminate pursuant to this provision.

3. Taxes and Assessments:

3.1 The real estate taxes for the premises for the current year may change as a result of the transfer of the premises, or as a result of a change in the tax rate and valuation. Buyer and Seller understand that real estate valuations may be subject to retroactive change by governmental authority.

Seller shall pay or credit at closing:

- (a) all delinquent taxes, including penalty and interest;
- (b) all assessments which are a lien on the premises as of the date of the contract;
- (c) all agricultural use tax recoupments for years prior to the year of closing;
- (d) all other unpaid real estate taxes and community development charges imposed pursuant to Chapter 349 of the Ohio Revised Code which are a lien for years prior to closing; and
- (e) a portion of such taxes and community development charges for the year of closing shall be prorated through the date of closing based on a 365-day year. The proration shall be based upon the most recent available tax rates, assessments and valuations as reflected in the current tax duplicate certified by the County Treasurer. Seller and Buyer acknowledge that actual bills received by Buyer after closing for real estate taxes and assessments may differ from the amounts prorated at closing. In any event, all prorations agreed to by the parties at closing shall be final.

These adjustments shall be final, except for the following: (none if nothing inserted)

3.2 Seller warrants that no improvements or services (site or area) have been installed or furnished, nor notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the premises, except the following: (none if nothing inserted)

4. Fixtures and Equipment:

4.1 The consideration shall include all fixtures owned by the seller, including but not limited to:

- All light fixtures
- All exterior plants, trees, landscaping lights and controls
- Attached floor coverings
- Attached media brackets (excluding televisions and other audio/visual components attached to such brackets)
- Attached mirrors
- Attached wall to wall carpeting
- Bathroom, lavatory and kitchen fixtures
- Built in appliances
- Central vacuum systems and attachments.
- Curtain rods and window coverings (excluding draperies and curtains)
- Fences, including subsurface electric fences and components.
- Fire, smoke and security systems and controls
- Fireplace inserts, logs, grates, doors and screens
- Garage door openers and controls
- Heating and central air conditioning
- Water heater
- Humidifying equipment and their control apparatuses
- Mailboxes and permanently affixed flagpoles
- Outside cooking units, if attached to the premises
- Pumps
- Roof antenna
- Smoke and carbon monoxide detectors
- Stationary tubs
- Storm and screen doors and windows, awnings, blinds and window air conditioners, whether now in or on the premises or in storage
- TV Antennas/Satellite reception system and components (excluding televisions and other audio/visual components)
- Water conditioning systems

And include the following:

5. Warranties:

5.1 Home Warranty or Protection Plan: The Seller, All manufacturer warranties on new equipment will be transferred to the Buyer at no cost at the time of closing. Seller shall provide the transferable Home Warranty described in the attached Exhibit (B) to this Agreement which shall be available to the subsequent Welcome Home Buyer.

6. Deed:

6.1 The Seller shall convey to the Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

- (a) those created by or assumed by the Buyer;
- (b) those specifically set forth in this contract;
- (c) zoning ordinances;
- (d) legal highways;
- (e) covenants, restrictions, conditions and easements of record that do not unreasonably interfere with present lawful use; and
- (f) all coal, oil, gas and other mineral rights and interests previously transferred or reserved of record.
- (g) Restrictive Covenant regarding compliance with the State of Ohio Department of Development Welcome Home Program, restricting transfers of ownership to Purchasers making no more than 80% median income published for the community and adjusted for family size.

6.2 Seller has not transferred, conveyed, or reserved, nor does Seller have any knowledge of any prior transfers, conveyances or reservations of any coal, oil, gas, or other mineral rights or interests in the premises, except for the following (none if nothing inserted): _____.

7. Title Insurance:

7.1 The Seller shall furnish and pay for an ALTA Homeowner's Commitment and Policy of Title Insurance (latest revision) in the amount of the purchase price with a copy of the subdivision or condominium plat.

In the event that an ALTA Homeowner's Policy is not applicable for issuance on the premises, the Seller shall furnish and pay for an ALTA Owner's Commitment and Policy of Title Insurance (latest revision) with a copy of the subdivision or condominium plat.

Seller shall provide the base policy coverage for the applicable ALTA policy. Buyer is responsible for the cost of any coverage that requires additional premium for endorsements, or the deletion of any standard exceptions.

The title evidence shall be certified to within 30 calendar days prior to closing with endorsement as of 8:00 AM on the business day prior to the date of closing, all in accordance with the standards of the Columbus Bar Association, and shall show in Seller marketable title, in fee simple, free and clear of all liens and encumbrances, subject to all matters listed in Paragraph 6.1.

7.2 Seller shall deliver, or cause to be delivered, to Buyer, a copy of the Commitment referenced in Paragraph 7.1 above no later than 15 calendar days prior to the date of closing pursuant to this agreement. If the Seller does not deliver the Commitment within the stated time period, Buyer may, by delivering written notice to Seller, either terminate this contract, or extend the date of closing to the tenth day following Seller's delivery of the Commitment. Upon termination pursuant to this provision, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10.

7.3 Buyer may object if the Commitment indicates that title to all or part of the premises is unmarketable, as determined by Ohio law with reference to the Ohio State Bar Association's Standards of Title Examination, or if Buyer, in good faith, objects to liens, encumbrances, easements, conditions, restrictions, conveyances or encroachments that are disclosed in, or excepted by, the Commitment, including, without limitation, all matters listed in Paragraph 6.1(c) through 6.1(f). Buyer must notify the Seller in writing of the objection by the earlier of: (i) the Closing date, or (ii) 10 calendar days after Buyer receives the Commitment. Upon receipt of Buyer's written notice of an objection permitted herein, the Seller shall, within 30 calendar days, remedy or remove any such defect, lien, encumbrance, easement, condition, restriction or encroachment, or obtain title insurance without exception therefor. The date of closing shall be extended to the extent necessary to accommodate Seller's efforts to remedy or remove items subject to the objection. Failure of the Seller to cure the Buyer's objection shall result in termination of this contract. Seller is not obligated to incur any expense in curing Buyer's objection. In the event that the cure of an objection will subject the Seller to additional expense, Seller shall have the option to either cure the objection at Seller's expense or to terminate the Contract by delivering a written Notice of Termination to the Buyer. Upon termination, the earnest money deposit shall be returned to the Buyer pursuant to paragraph 10. Buyer's failure to object as permitted herein constitutes a waiver of Buyer's right to object.

7.4 If required by the Buyer's lender, the Buyer shall pay any expense incurred in connection with the mortgagee title insurance issued for the protection of the Buyer's lender. If the Buyer or Buyer's lender desires a current survey, the Buyer shall furnish and pay for such survey.

7.5 At closing, the Seller shall sign and deliver to Buyer and title insurer an affidavit with respect to off-record title matters, in accordance with the community custom.

8. Utility Charges, Condominium Charges, Interest, Rentals, and Security Deposits:

8.1 Through the date of possession, the Seller shall pay all accrued utility charges and any other charges that are or may become a lien on the premises.

8.2 Adjustments shall be made through the date of closing for (a) rentals, (b) interest on any mortgage assumed by the Buyer, and (c) condominium or other association periodic charges.

8.3 Security deposits shall be transferred to the Buyer.

8.4 At closings for condominium properties or properties subject to a homeowners' association, Buyer shall

pay all initial reserves and/or capital contributions that are charged by any owner's association (condominium or otherwise), or civic association in connection with the sale or transfer of the premises, as well as any fee associated with lender-required document costs. Seller shall pay all other fees that are charged in connection with the sale or transfer of the premises, including without limitation all transfer, processing, expediting, delivery, statement or management company fees.

9. Damage or Destruction of Premises:

NOTE: IT IS STRONGLY RECOMMENDED THAT, UPON DISCOVERY OF DAMAGE OF DESTRUCTION OF PREMISES, THE PARTIES RETAIN LEGAL COUNSEL.

9.1 Risk of loss to the premises and appurtenances occurring prior to closing shall be borne by the Seller.

9.2 If any part of the premises covered by this contract shall be substantially damaged or destroyed from the date of written acceptance of this contract through the date and time of closing, the Seller shall give a written notice to the Buyer that the damage or destruction has occurred. Such notice must include all pertinent information regarding insurance policies and claims covering the premises that has been damaged or destroyed, including the amount of any applicable policy deduction. The written notice shall be delivered within 2 calendar days from the date of the discovery of the damage or destruction. Upon receipt of such notice, the Buyer may:

(a) agree to extend the closing date to the extent reasonably necessary to allow Seller to restore the premises to its previous condition; **OR**

(b) accept the premises in its damaged condition with an assignment of insurance proceeds, if any are available; **OR**

(c) terminate the contract by giving written notice to Seller. Upon termination the earnest money deposit, including any non-refundable deposits, shall be returned to the Buyer pursuant to paragraph 10.

9.3 Failure by the Buyer to notify the Seller in writing within 10 calendar days from receipt of the notice of damage or destruction that Buyer is electing to proceed pursuant to paragraphs 9.2(a) or (b) shall constitute an election by the Buyer to terminate the contract pursuant to paragraph 9.2(c).

9.4 Failure by the Seller to provide the required written notice to the Buyer shall result in the Buyer, upon discovery of the damage or destruction before closing, having all rights set forth in paragraph 9.2.

9.5 If Buyer discovers the damage or destruction after closing, Buyer shall have the right to pursue all legal remedies.

10. Earnest Money Deposit:

10.1 The Buyer shall make an Earnest Money Deposit in the amount of \$ _____ (Paragraph 10 is not applicable if no amount inserted).

11. Additional Provisions:

11.1 As a condition precedent to purchase of this unit, Buyer will complete the financial literacy educational requirement of the Ohio Department of Development Welcome Home program, with financial literacy training provided from Welcome Home Partner, NeighborWorks Toledo. The Certificate of Completion under this program will be provided to Seller at the closing and is a condition to close.

11.2 This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Any amendment to this Contract shall be made in writing signed by the Buyer and Seller. All notices given in connection with this contract shall be made in writing signed by the party giving such notice.

11.3 Time is of the essence regarding all provisions of this contract. Whether or not so stated elsewhere in this contract, no deadline or time period under this contract can be modified or waived except by written agreement signed by both parties. Repetition of this provision in any given paragraph of this contract is intended for emphasis only and shall not reduce the effect of this paragraph as to any other provision of this contract.

11.4 All representations, covenants, and warranties of the parties contained in this contract shall survive the closing.

11.5 Term Definition: The term “day(s)” means calendar day(s). All references to dates and times refer to Sandusky, Ohio, time.

11.6 Signatures: Only manual or electronic signatures on contract documents, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this contract and any amendments or any notices to be delivered in connection with this contract. For the purposes of this provision, “contract documents” do not include voice mail, email messages, or text messages.

11.7 The date of acceptance of this Contract, counter offers, amendments or modifications thereto shall be when the final writing signed by the parties is delivered to the offering party. Notices delivered in connection with this contract shall be effective upon delivery. Delivery of all such documents shall be made by fax, email, text, or hand delivery.

(NOTE: It is strongly recommended that the delivering party verify that delivery has been received by the other party.)

11.8 Foreign Investments in Real Property Tax Act (“FIRPTA”). If Seller is a “foreign person” as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires Buyer to withhold 15% of the amount realized by Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption or reduced rate of withholding applies. If withholding is required, Treasury Regulations require Sellers and Buyers to provide their U.S federal tax identification number on all filings. Seller and Buyer agree to execute and deliver any document reasonably necessary to comply with FIRPTA requirements.

NOTE: Buyer and Seller are advised to determine whether Seller is a “foreign person” as defined by FIRPTA as soon as possible.

12. NOTICES TO THE PARTIES:

12.1 Professional Advice and Assistance: The parties acknowledge and agree that the purchase of real property encompasses many professional disciplines including: knowledge of hazardous materials, environmental conditions, inspections, engineering, etc. The Seller hereby advises the parties, and the parties acknowledge, that they should seek professional expert assistance and advice in these, and other areas of professional expertise should the need arise

12.2 Ohio Fair Housing Law: It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code, and the Federal Fair Housing Law, 42 U.S.C.A. 3601, as amended, to refuse to sell, transfer, assign, rent, lease, sublease, or finance housing accommodations; refuse to negotiate for the sale or rental of housing accommodations; or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in Section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services.

It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes.

12.3 Residential Property Disclosure Form: With respect to the sale of real property that has from one to four dwelling units, most Sellers will be required to provide the Buyer with a completed Property Disclosure Form complying with the requirements of Ohio law. If such disclosure is required but is not provided by the time the Buyer enters into this agreement, the Buyer may be entitled to rescind this agreement by delivering a document of rescission to the Seller, provided such document of rescission is delivered prior to all three of the following dates: (a) the date of closing, (b) 30 days after the Seller accepted the Buyer's offer, and (c) within 3 business days following the receipt by the Buyer of the Property Disclosure Form or amendment of that form.

12.4 Ohio's Sex Offender Registration and Notification Law: If a sex offender resides in the area, Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community. The notice provided by the sheriff is a public record and is open to inspection under Ohio's Public Records Law.

The Buyer acknowledges that any information disclosed may no longer be accurate. The Buyer assumes responsibility to obtain accurate information from the sheriff's office. The Buyer shall rely on the Buyer's own inquiry with the local sheriff's office and shall **not** rely on the Seller involved in the transaction.

13. Closing and Possession:

13.1 Closing: This contract shall be performed, and this transaction closed, on or before _____ unless the parties agree in writing to an extension.

13.2 Final Verification of Condition: Buyer shall have the right to make a final verification of the condition of the Property within _____ calendar days prior to the day of closing (if left blank, the number of calendar days shall be 2) to confirm that the premises are in the same condition as they were on the date of this contract, or as otherwise agreed, and that repairs, if any, have been completed as agreed.

13.3 Possession: Seller is entitled to possession through _____. At the time the Seller delivers possession, the premises will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted, and except as provided in paragraph 9.

13.4 Debris and Personal Property: The Seller shall remove all debris and personal property not included in this contract by the date and time of the Buyer's possession.

14. Duration of Offer:

This offer shall be open for acceptance through _____.

The undersigned Buyer agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: Cory Drury _____
Date Signed: _____

Signature: _____
Print Name: _____
Date Signed: _____
Address: _____

Phone #: _____
Deed to: _____

The undersigned Seller agrees to the terms and acknowledges the receipt hereof:

Signature: _____
Print Name: _____
Date Signed: _____

Signature: _____
Print Name: The City of Sandusky _____
Date Signed: _____
Address: _____

Phone #: _____

Receipt of Offer

Seller acknowledges receipt of the above Offer for review and consideration. This does not constitute acceptance of the offer.

Seller Signature _____ Date _____

Seller Signature _____ Date _____



DEPARTMENT OF COMMUNITY DEVELOPMENT

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5730
www.ci.sandusky.oh.us

To: John Orzech, City Manager

From: Nicole Grohe, Community Development Administrator

Date: April 2nd, 2025

Subject: Commission Agenda Item – Community Housing Impact and Preservation (CHIP) Partnership Agreement with Erie County

Item for Consideration: Legislation authorizing the City Manager to enter into a Joint Cooperation Agreement with Erie County, the City of Vermilion and the City of Huron and approving the filing of an application for financial assistance for Program Year 2025 Community Housing Impact and Preservation Program (CHIP) funding from the Ohio Development Services Agency.

Background Information: The Community Housing Impact and Preservation Program provides grants to eligible communities interested in undertaking housing-related activities, including necessary infrastructure improvements. The grants are awarded competitively and encourage a flexible, community-wide approach to the improvement and provision of affordable housing for low- and moderate-income persons, and help to develop local administrative capacity. Erie County will apply for and implement the program and administer any funds awarded through this application on behalf of the City of Sandusky and additional partners and that funds shall be used in all eligible areas throughout Erie County. The Partners acknowledge that the total request for CHIP funds is based on maximum budget contributions (including partnership incentives) as follows: Erie County: \$300,000, the City of Sandusky: \$350,000, the City of Huron: \$300,000, and the City of Vermilion: \$300,000. The City of Sandusky is only eligible to apply for \$350,000 because the City is an entitlement community and receives Community Development Block Grant (CDBG) Funds separately. The other communities must apply for CDBG Funds separately and therefore are eligible to apply for \$300,000 of CHIP Funds. The County is eligible to apply for \$300,000. The agreement will be in effect from December 2025 through February 2027.

Budgetary Information: There is no impact on the City's General Fund. All of the projects in the program will be paid for through CHIP grant funds.

Action Requested: Legislation authorizing the City Manager to enter into a Joint Cooperation Agreement with Erie County, the City of Vermilion and the City of Huron and approving the filing of an application for financial assistance for Program Year 2025 Community Housing Impact and Preservation Program (CHIP) funding from the Ohio Development Services Agency and declaring that this legislation shall take immediate effect in accordance with Section 14 of the City Charter in order to submit an Ordinance to Erie County as soon as possible so the application can be filed by the deadline of June 25, 2025.

I concur with this recommendation:

Colleen Gilson
Community Development Director

Nicole Grohe
Community Development Administrator

John Orzech, City Manager

cc: Stewart Hastings, Law Director; Michelle Reeder, Finance Director; Cathy Myers, Clerk of City Commission

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A PARTNERSHIP AGREEMENT BETWEEN THE CITY OF SANDUSKY, THE BOARD OF ERIE COUNTY COMMISSIONERS, THE CITY OF HURON, AND THE CITY OF VERMILION RELATING TO THE COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM; APPROVING THE SUBMISSION OF A GRANT APPLICATION BY THE BOARD OF ERIE COUNTY COMMISSIONERS ON BEHALF OF THE CITY OF SANDUSKY, ERIE COUNTY, THE CITY OF HURON, AND THE CITY OF VERMILION FOR FINANCIAL ASSISTANCE FROM THE PROGRAM YEAR 2025 COMMUNITY HOUSING IMPACT AND PRESERVATION (CHIP) PROGRAM THROUGH THE OHIO DEVELOPMENT SERVICES AGENCY'S OFFICE OF COMMUNITY DEVELOPMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Community Housing Impact and Preservation (CHIP) Program provides funding to local governments to improve and provide affordable housing for low- and moderate-income citizens and provides grants to eligible communities interested in undertaking housing-related activities, including necessary infrastructure improvements and the grants are awarded competitively and encourage a flexible, community-wide approach to improving and providing affordable housing for low- and moderate-income persons, and strengthening neighborhoods through community collaboration; and

WHEREAS, the City of Sandusky is eligible to apply for funding under the Program Year 2025 Community Housing Impact and Preservation Program administered by the Ohio Development Services Agency, Office of Community Development in the maximum amount of \$350,000; and

WHEREAS, Erie County, the City of Vermilion, and the City of Huron are eligible to apply for funding under the Program Year 2025 CHIP administered by the Ohio Development Services Agency, Office of Community Development; and

WHEREAS, the Ohio Development Services Agency, Office of Community Development, encourages applicants for CHIP funding to partner with other eligible parties to request funding for their CHIP programs; and

WHEREAS, the City has been partnering with Erie County, the City of Vermilion and the City of Huron for the implementation and administration of the Community Housing Impact and Preservation (CHIP) Program since 2017; and

WHEREAS, the City of Sandusky, Erie County, the City of Vermilion, and the City of Huron have agreed to partner again for purposes of obtaining 2025 CHIP funding in order to serve eligible households within the City and throughout jurisdiction of the County; 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 submit an Ordinance to Erie County as soon as possible so the application can be filed by the deadline of June 25, 2025; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City

of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a Community Housing Impact and Preservation (CHIP) Partnership Agreement between the City of Sandusky, the Board of Erie County Commissioners, the City of Huron, and the City of Vermilion, relating to the Program Year 2025 Community Housing Impact and Preservation (CHIP) Program, substantially in the same form as reflected in Exhibit "A" which is attached to this Ordinance and specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes, a copy of which shall be filed in the Office of the Planning Director.

Section 2. The City Commission understands that the Joint Cooperating Agreement shall apply only to the 2025 CHIP Program and for the duration of the Program Year 2025 CHIP Grant agreement, which is in effect for the period of December 2025, through February 2027.

Section 3. This City Commission hereby approves and authorizes the submission of the grant application by the Board of Erie County Commissions on behalf of Erie County, the City of Sandusky, the City of Huron, and the City of Vermilion for the Program Year 2025 Community Housing Impact and Preservation (CHIP) Program through the Ohio Development Services Agency's Office of Community Development, a copy of which shall be filed in the Office of the Director of Development, and authorizes Erie County to implement the program and administer any funds awarded through the application on behalf of the City and additional partners and that funds shall be used in all eligible areas throughout Erie County.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

Community Housing Impact and Preservation Partnership Agreement

between

Erie County, City of Sandusky, City of Huron and City of Vermillion

WHEREAS, Erie County, City of Sandusky, City of Huron and City of Vermillion (Partners) wish to address various housing needs of low and moderate income residents of the county and cities; and

WHEREAS, the State of Ohio, Development Services Agency, Office of Community Enhancements (OCE) provides financial assistance to local governments under its Program Year 2025 Community Housing Impact & Preservation (CHIP) program for the purpose of addressing local housing needs; and

WHEREAS, the Partners are eligible to apply for CHIP funds from the State of Ohio;

WHEREAS, OCE encourages local CHIP eligible communities to request funds as partners in one application; and the Partners desire to file a combined application under the CHIP Program to receive financial assistance to address needs, prioritized by the local Housing Advisory Committee;

NOW, THEREFORE, the Partners hereby agree to the following terms of this Partnership Agreement (Agreement):

1. Erie County has agreed to serve as the single applicant for funds and subsequent Grantee responsible for administering the CHIP grant, if funded.
2. Erie County is responsible for submitting the CHIP grant application in cooperation with the City of Sandusky, City of Huron and City of Vermillion, including procuring an administrator who shall conduct the detailed tasks of the planning process.
3. Erie County agrees to implement the PY2025 CHIP, if funded, in compliance with Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Ohio Housing Trust Fund (OHTF) requirements, the State of Ohio Consolidated Plan, the CHIP program guidelines, and this Agreement.
4. This Agreement applies to any funds awarded from the State of Ohio PY2025 CHIP program. This Agreement remains in effect until the CHIP funds are expended and the funded activities completed and closed out. The Partners cannot terminate or withdraw from this Agreement while it remains in effect.
5. The Partners acknowledge the maximum CHIP fund request is \$1,250,000, as follows:
 - Erie County: \$300,000
 - City of Sandusky: \$350,000*
 - City of Huron: \$300,000
 - City of Vermillion: \$300,000

* City of Sandusky is HOME funds only, not eligible for CDBG or OHTF funds

6. The partners understand and acknowledge that these goals do not represent a commitment of guaranteed program funds to partners.
7. The Partners mutually agree to comply with all current Office of Community Development Programs Program Policy Notices.
8. Partners understand the amount of funds awarded to any or all jurisdictions may be less than the request.
9. The Partners agree that once the funding request and activities are determined based on the HAC recommendations, they will sign a Partnership agreement attachment. This document will be made a part of this agreement at that time.
10. The Partners approve the grantee to direct the administrator to commit activity funds, proportional to the jurisdictional totals in #5, and to adjust proportionally relative to the percentage allocated of the grant award.
11. This Agreement does not contain a veto provision or other restriction that would allow any party to obstruct the implementation of the CHIP, during the PY2025 CHIP grant period.
12. The Partners agree to provide information to the Grantee for reporting purposes.
13. All program and financial records will be retained by the Grantee after the financial closeout is complete.
14. The partners agree to adopt the Erie County CHIP Policy and Procedures Manual and shall apply these policies to any activities conducted under the PY2025 CHIP.
15. Each partner with uncommitted balances of housing program income funds will make a separate written commitment of those funds.
16. The Partners agree any mortgages expected to generate program income will be prepared by each jurisdiction as follows: The lien-holder shall be determined by the location of the property assisted: the City of Sandusky shall be the lien-holder for properties situated within Sandusky City limits; the County shall be the lien-holder for all other properties, including those located in Huron and Vermillion City limits. Program income will be received by the lien-holder. Reporting and expenditure of any such program income shall become the responsibility of the jurisdiction holding the lien.
17. Per OCD Policy 15-04 the Grant Administrator will expend program income within the jurisdictions prior to grant funds when available, until the dates listed in #19.
18. If program income remains on the dates in #19, expenditure will follow the selection criteria and schedule as outlined in #19.
19. Partners agree to the following selection criteria, for funded activities:
 - Home Repair applications will be first-come, first-serve within each Partner's jurisdiction first, and then, if funding remains on July 31, 2027, within the grant service area.
 - Rehabilitation applications will be ranked according to the Erie County Policy and Procedure Manual, which state each Partner's jurisdiction first and then, if funds remain uncommitted on April 30, 2027, within the grant service area.
 - Tenant Based Rental Assistance (TBRA) applications will comply with the local housing authority selection process.
20. The Partners agree to the following finance mechanism, for funded activities:

- Owner-occupied home repair will be provided as a grant.
- TBRA will be provided as a grant.
- Owner-occupied rehabilitation will be provided as a five-year deferred/declining, forgivable loan.
- Rental rehabilitation will be provided as a loan, 100% forgivable after the affordability period (see OCD policy Notice 21-02), with owners providing up to 50% match on hard costs.
- Rental repair will be provided as a loan, 100% deferred/declining (50% annually), two-year term, forgivable loan, with owners providing up to 50% match on hard costs.

21. The Partners agree the following table represents the responsibilities of partner tasks to be undertaken by one or more partners directly, through cooperation, or by contract:

Task	Erie County	City of Sandusky	City of Huron	City of Vermillion	Administrator
X=primary role					
Y=support/cooperate					
Procure Administrator	X	Y	Y	Y	
Convene HAC	X	Y	Y	Y	X
Designate OCEAN Program roles	X				
Sign/authorize application submission	X				
Manage grant fund administration	X				X
Provide on-going oversight of administrator as detailed in administrative contract	X				
Receive and manage program income	X	X			Y
Pay contractors/vendors	X				Y
Prepare/file reports	X				X
Retain all grant records for auditing/ monitoring	X				Y

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2025 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2025.

GRANTEE:

Erie County Commissioners
2900 Columbus Ave.
Third Floor
Sandusky, OH 44870

Name: _____
Hank S. Solowiej, County Administrator

Date: _____

Witness to Grantee Signature: _____

Date: _____

Approved to Form:

Name: _____
Erie County Prosecutor

Date: _____

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2025 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2025.

PARTNER:

City of Sandusky
240 Columbus Ave.
Sandusky, OH 44870

Name: _____
John Orzech, City Manager

Date: _____

Witness to Partner Signature: _____

Date: _____

Approved to Form:

Name: _____
City of Sandusky Law Director

Date: _____

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2025 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2025.

PARTNER:

City of Huron
417 Main Street
Huron, OH 44839

Name: _____
Matt Lasko, City Manager

Date: _____

Witness to Partner Signature: _____

Date: _____

Approved to Form:

Name: _____
City of Huron Law Director

Date: _____

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Agreement Between Erie County Commissioners, the City of Sandusky, the City of Huron, and the City of Vermillion for the application and Administration of the PY2025 Community Housing Impact and Preservation (CHIP) Program and authorized by the Grantee with the authorizing legislation # _____ and dated _____, 2025.

PARTNER:

City of Vermillion
5511 Liberty Ave
Vermillion, OH 44089

Name: _____
Jim Forthofer, Mayor

Date: _____

Witness to Partner Signature: _____

Date: _____

Approved to Form:

Name: _____
City of Vermillion Law Director

Date: _____

Legal Form and Sufficiency

This Cooperating Agreement has been reviewed by legal counsels of each Party and has been determined the terms and conditions of said agreement are fully authorized under State and local law and said agreement provides legal authority for Erie County.



DEPARTMENT OF COMMUNITY DEVELOPMENT

Division of Transit

240 Columbus Ave
Sandusky, Ohio 44870
419.627.5891

www.cityofsandusky.com

TO: John Orzech, City Manager
FROM: James A. Stacey III, Transit Administrator
DATE: March 28, 2025
SUBJECT: Permission to Enter into an agreement with Amtrak

ITEM FOR CONSIDERATION: To request legislation to authorize the City Manager to enter into an agreement with the National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia ("Amtrak") for access of City property to complete ADA upgrades at the rail platform located at 1200 North Depot St. Sandusky, Ohio.

BACKGROUND INFORMATION: On or about July 21, 1993, Amtrak, pursuant to a quitclaim deed ("Deed") dated July 21, 1993 and recorded on August 10, 1993 conveyed to the City certain of its interests in the railroad station ("Station") and located at 1200 North Depot Street, Sandusky, OH, having Parcel ID #'s 58-02958.500 and 58.62958.001. Amtrak explicitly reserved to itself in the Deed permanent easements for railroad infrastructure, access, and parking. Amtrak now desires to make certain ADA improvements to certain of the structures and facilities at the Station. Amtrak has requested that the City support its ADA Improvements, and the City, recognizing the benefit to its citizens, has agreed to the same. The City would agree to provide Amtrak and its contractors access as may be reasonably necessary to undertake the planning and construction of the ADA Improvements on a timely basis. The City agrees that Amtrak will maintain ownership of the Platform Improvements and accordingly that Amtrak will further retain the ongoing responsibility to maintain the same in accordance with applicable law.

BUDGET IMPACT: There is no cost to complete the ADA upgrades. Upon Amtrak's completion of the Ancillary Improvements, such Ancillary Improvements shall be deemed owned by the City, and the City, its successors and assigns, shall maintain, repair and replace such Ancillary Improvements for so long as the Station is used by Amtrak to provide rail passenger service.

ACTION REQUESTED: It is requested legislation be adopted by the City Commission to allow the City Manager to enter into an agreement with Amtrak to complete ADA improvements at the rail platform at the Amtrak Station. It is further requested that this legislation takes immediate effect in full accordance with Section 14 of the City Charter so Amtrak can proceed with the improvements at the earliest opportunity and complete the ADA upgrades.

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Director of Community
Development

cc: Cathy Myers, Commission Clerk; Michelle Reeder, Finance Director; Stewart Hastings, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SANDUSKY AND NATIONAL RAILROAD PASSENGER CORPORATION (AMTRAK) OF PHILADELPHIA, PENNSYLVANIA, IN RELATION TO THE AMTRAK STATION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, on or about July 21, 1993, Amtrak, pursuant to a quitclaim deed dated July 21, 1993, conveyed to the City certain of its interests in the railroad station located at 1200 North Depot Street, but explicitly reserved to itself in the permanent easements for railroad infrastructure, access, and parking; and

WHEREAS, Amtrak desires to make ADA improvements that are part of the Amtrak Platform, which Amtrak shall maintain, and are summarized as follows:

- Raised concrete platform on helical pile foundations,
- Sloped walkway/ramp (to access platform), and associated guard rails,
- Raised concrete pad with wheelchair lift enclosure,
- Guard rail along back of platform,
- Signage and light poles associated with platform.

WHEREAS, Amtrak will also make Ancillary Improvements beyond the Amtrak Platform, which the City will maintain, and are summarized as follows:

- Storm pipes connections to an existing City sewer lift station such as:
 - the station building and canopy downspout boots, splash blocks and underground storm pipe system components,
 - yard drain and underground storm pipe system components,
 - underground pipe system from the proposed platform underdrain that connects to underground stormwater piping,
- Paved plaza between the station building and platform, concrete sidewalks, and sloped walkways and associated guard rails,
- Concrete encased underground electrical conduit from existing light pole to railroad right-of-way,
- Concrete slab for the two (2) accessible parking stalls and related adjacent pavement for the accessible route to the platform,
- Parking striping,
- Landscaping.

WHEREAS, the City Commission recognizes the benefit to the residents of the City of Sandusky and hereby supports the ADA improvements and approves agreement; 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 agreement so Amtrak can proceed with the improvements at the Amtrak Station at the earliest opportunity and complete the ADA upgrades; 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 Sandusky Transit System, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in

accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is hereby authorized and directed to execute an Agreement between the City and National Railroad Passenger Corporation (Amtrak) for access to City property to complete ADA improvements at the rail platform at the Amtrak Station, a copy of which is attached to this Ordinance marked Exhibit "1" and specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as being consistent with the requirements of this Ordinance.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

Agreement In Anticipation of ADA Improvements

This Agreement In Anticipation of ADA Improvements (“Agreement”) is made this ___ day of _____, 2025, by and between National Railroad Passenger Corporation, a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia (“Amtrak”), having an address as 2955 Market Street, Philadelphia, PA 19104 and the City of Sandusky, an incorporated city in the County of Erie, Ohio (“City”), having an address at 240 Columbus Avenue, Sandusky, Ohio 44870.

Background

On or about July 21, 1993, Amtrak, pursuant to a quitclaim deed (“Deed”) dated July 21, 1993 and recorded on August 10, 1993 in the Office of the Erie County Recorder in Book 129, Page 499 as shown on Exhibit “A”, attached hereto and made a part hereof, conveyed to the City certain of its interests in the railroad station (“Station”) and located at 1200 North Depot Street, Sandusky, OH, having Parcel ID #'s 58-02958.500 and 58.62958.001. Amtrak explicitly reserved to itself in the Deed permanent easements for railroad infrastructure, access, and parking, all as more fully set forth in the Deed. Amtrak now desires to make certain ADA improvements (as described below and as set forth on Exhibit “B” attached hereto and made a part hereof, “ADA Improvements”), to certain of the structures and facilities at the Station. Amtrak has requested that the City support its ADA Improvements, and the City, recognizing the benefit to its citizens, has agreed to same, hence this Agreement.

NOW THEREFORE, for One (\$1.00) Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. The Background section is hereby incorporated by reference.
2. The City hereby consents to Amtrak making the ADA Improvements at the Station substantially in accordance with the plans set forth on Exhibit “C” attached hereto and made a part hereof.
3. The City agrees to provide Amtrak and its contractors access, to the extent not already retained by the Deed or applicable law, as may be reasonably necessary to undertake the planning and construction of the ADA Improvements on a timely basis.
4. The parties agree that to the extent any portion of the Station is not owned by the City (i.e. Norfolk Southern), it is Amtrak’s obligation to obtain any necessary property interests in support of this project from such owner.

5. The City agrees that Amtrak will maintain ownership of the Platform Improvements (having the meaning ascribed to such term in Exhibit "B"), and accordingly that Amtrak will further retain the ongoing responsibility to maintain same in accordance with applicable law.
6. Upon Amtrak's completion of the Ancillary Improvements (having the meaning ascribed to such term in Exhibit "B"), such Ancillary Improvements shall be deemed owned by the City, and the City, its successors and assigns, shall maintain, repair and replace such Ancillary Improvements for so long as the Station is used by Amtrak to provide rail passenger service. The City, in maintaining the Ancillary Improvements, shall comply with the property management standards of 2 C.F.R. §§ 200.310 through 200.316, including any amendments thereto and other applicable guidelines or regulations. Exceptions to the requirements must be specifically approved by the Federal Railroad Administration in writing. The City will use the Ancillary Improvements in accordance with the property standards of 2 C.F.R. § 200.211.
7. The City shall cooperate with Amtrak in connection with the construction of the Platform Improvements and the Ancillary Improvements and will timely sign any reasonably related documentation that may be required by Amtrak and its contractors to complete the ADA Improvements.
8. The City acknowledges that the United States of America, which provided grant funds to construct the ADA Improvements, retains a Federal Interest in the improvements and requires that the ADA Improvements be maintained over their useful life. Accordingly, during the useful life of the ADA Improvements, the City will not remove or materially alter same without the consent of Amtrak for so long as Amtrak uses or intends to use the ADA Improvements in providing rail passenger service to the Station.
9. The City will provide Amtrak with continued access to the ADA Improvements, including access to maintain same, as appropriate, for so long as Amtrak uses or intends to use the ADA Improvements in providing rail passenger service to the Station.
10. Subject to the terms and conditions of this Agreement, The City hereby grants, bargains and conveys to Amtrak the permanent non-exclusive right to enter in, on, through and across the land conveyed by the Deed and the Additional Easement Parcels (as set forth on Exhibit "D" and collectively with the land conveyed by the Deed, the "Easement Area"), for the purpose of constructing, utilizing (including use by Amtrak's passengers) and maintaining the ADA Improvements. Notwithstanding the foregoing, the City is obligated to maintain the Ancillary Improvements as set forth hereinabove, but Amtrak shall have the right (but not the obligation) to maintain same in the event the City does not comply with the terms hereof. The right granted by this Section 10 shall hereinafter be referred to as the "Additional Easement". The Additional Easement is limited to the Easement Area, and nothing herein should be construed to grant Amtrak any rights in any other land or property of the City.
11. Any request, demand, authorization, direction, notice, invoice, consent, waiver, or other document provided or permitted by this Agreement to be made, given or furnished to the other party shall be in writing and shall be delivered by hand or by certified mail, return receipt requested or by overnight delivery service, addressed as follows:

Amtrak:

2955 Market Street, Box 25
Philadelphia, PA 19104
Attention: Senior Director – Real Estate Development

City:

- 12. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable in any respect, such determination shall not affect any other provision hereof.
- 13. Except as otherwise provided by this Agreement, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto, except that neither party shall assign or transfer this Agreement or any of its rights or obligations hereunder to any person, firm, or corporation without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 14. This Agreement may be executed in counterpart.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first above written.

Witness:

National Railroad Passenger Corporation

By: _____

Name: Louis Wolfowitz
Title: VP, Real Estate & Commercial
Development

Witness:

City of Sandusky (Ohio)

By: _____

Name: _____

Title: _____ This

Instrument was prepared (in Pennsylvania) by: Gregg Wolff, Senior Associate General Counsel, National Railroad Passenger Corporation.

COMMONWEALTH OF :
PENNSYLVANIA

: ss.

COUNTY OF PHILADELPHIA :

BE IT REMEMBERED that on this _____ day of _____, before me, a Notary Public, personally appeared Louis Wolfowitz, who acknowledged himself to be the VP, Real Estate & Commercial Development of National Railroad Passenger Corporation, the corporation named in the foregoing instrument, and that he as such officer, being authorized to do so by a proper resolution of the Board of Directors, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as VP, Real Estate & Commercial Development.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission Expires:

EXHIBIT A

ACKNOWLEDGMENT CERTIFICATE

(City of Sandusky, Ohio)

State of Ohio, County of _____

The foregoing instrument was acknowledged before me on this _____ (date) by
_____ (name of person acknowledging).

(Notary Seal)

Signature of Notary Public – State of Ohio

My commission expires: _____
(date)

EXHIBIT "A"

Exhibit "A"

(Quit Claim Deed)

Heather Sullivan - 8/5/23

QUITCLAIM DEED

THIS QUITCLAIM DEED made this 31st day of July, 1993 by and between, the NATIONAL RAILROAD PASSENGER CORPORATION (aka Amtrak), a corporation organized under the Rail Passenger Service Act and the laws of the District of Columbia with offices at 60 Massachusetts Avenue, N.E., Washington, D.C. 20002 (hereinafter referred to as "Grantor"), and City of Sandusky, an incorporated city in the county of Erie, State of Ohio, (hereinafter referred to as "Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of THIRTY SIX THOUSAND Dollars (\$36,000.00) and other valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, does by these presents, remise, release and quitclaim unto Grantee, its successors and assigns, all of Grantor's right, title and interest in and to that certain parcel of land, with improvements thereon, commonly known as the Sandusky-Amtrak railroad station, situated in the City of Sandusky, County of Erie, State of Ohio, as outlined in red on Exhibit A attached hereto and made a part hereof, and more particularly described as follows:

All that parcel of land situated in the City of Sandusky, County of Erie, and State of Ohio, being designated as Parcel No. OHES-1 of Railroad Valuation Map No. V-206/ST27b, as revised to June 1, 1967, and being all of the land of The Penn Central Transportation Company, as shown on the Map, which lies within the following described lines:

Beginning at a point of the northern property line of said Railroad, opposite Station 3145+68;

Thence, southwardly 175 feet, more or less, at right angles to the mainline tracks, to a point 20 feet distant northerly from the northernmost rail of the northernmost through track, as it was located December 1, 1975; thence, westwardly 341 feet, more or less, parallel to said rail to a point; thence, southwardly 10 feet, more or less, at right angles to said rail, to a point; thence, westwardly 120 feet, more or less, parallel to said rail to a point; thence northwardly 10 feet, more or less, at right angles to said rail to a point; thence, westwardly 337 feet, more or less, parallel to said rail to a point on the centerline of Camp Street; thence, northwardly by said centerline 170 feet, more or less; thence, eastwardly by the northern property line of said railroad 830 feet, more or less, to the point of beginning.

The above described parcel or parcels are identified in

Heather Sullivan 8/5/13

the records of the United States Railway Association as Line Code 3600-241.5.

EXCEPTING therefrom, however, and reserving to Grantor, its successors and assigns, forever, permanent easements and rights to use, operate, maintain, repair, renew, replace and remove on, under, over and across the aforesaid parcel of land conveyed by this Deed (hereinafter referred to as the "Parcel"), any lines, poles, pipes, appliances, equipment, structures, facilities and appurtenances (hereinafter referred to individually and collectively as "Fixtures") existing on and used or useful as of the date of delivery of this Deed as part of any railroad communication, signal or interlocking system, or as part of any electric, telephone, telegraph, water, gas, steam, sanitary sewer, storm sewer or other utility system, together with the easement of reasonable access over the aforesaid Parcel to permit the exercise of the foregoing easement and rights.

EXCEPTING FURTHER, and reserving to Grantor, its successors, and assigns, forever, permanent easements and rights to TEN (10) paved automobile parking spaces measuring NINE (9) feet by TEN (10) feet for the exclusive use of Grantor's passengers, patrons and employees, together with an easement of reasonable access over the Parcel to the parking spaces and to platforms along the railroad right of way where railroad passengers board trains. The location of the parking spaces on the Parcel will be determined by mutual agreement between Grantor and Grantee.

Except in case of emergency, Grantor will give Grantee reasonable notice before entering on the Parcel to exercise the easements and rights granted in the above paragraph, and will exercise such easements and rights (a) so as not to interfere unreasonably with Grantee's use and enjoyment of the Parcel, (b) in compliance with generally applicable reasonable requirements established from time to time by Grantee, and (c) so as not to increase materially the burden on the Parcel existing on the date of delivery of the Deed. Grantee will indemnify and save harmless Grantor from any loss, damage or expense arising from the exercise of the foregoing easements and rights.

If the location of any Fixture substantially impedes the use of any part of the Parcel by Grantee, Grantor will, upon written request of Grantee and at Grantee's sole cost and expense relocate such Fixture or cause the same to be relocated unless (a) such Fixture cannot be relocated as proposed by Grantee without unreasonable interference with Grantor's railroad operations or without impairment to the integrity of the system of which the Fixture is a part, or (b) Grantor will not have reasonable access to such Fixture after relocation as requested by Grantee.

For the purpose of this Quitclaim Deed "Environmental Law" means without limitation all applicable laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules,

Heather Sullivan 8/5/13

regulations, permits, licenses, authorizations, directions and requirements of all governments, departments, commissions, officers, relating in any manner or way to a) soil, water, air, noise, or other environmental standards, or b) the control and/or abatement of environmental pollution and/or environmental hazards, which now or at any time hereafter may be applicable, or claimed to be applicable, whether or not the claim is or is determined to be well founded.

Grantee acknowledges that it has conducted a diligent inspection of the Parcel and that it has discovered no environmental pollution and/or environmental hazards. Grantee covenants that it will at all times use and maintain the Parcel in full compliance with Environmental Law.

Grantee further covenants and agrees to and will at all times indemnify, protect, defend and save harmless Grantor from and against any losses, damages, liabilities, suits, claims, demands, judgments, costs, interest and expenses (collectively "losses and damages") which Grantor may directly or indirectly suffer, sustain or be subjected to by reason of, on account of, or arising out of a violation or alleged violation of, or compliance or noncompliance with, any Environmental Law relating in any way to the occupancy or use of the Parcel, including any disposal, discharge, or release in connection with the Parcel; whether such losses and damages be suffered or sustained by Grantor directly or by its employees, officers, agents, servants, contractors, or licensees, or by any other person or entity, including Grantee, who may seek to hold Grantor liable therefor, except when such losses and damages are due to the sole negligence of Grantor, its agents or employees.

Grantee will bear all expenses and the cost of all transfer and recording taxes, fees and charges in connection with this Deed and any other instructions delivered pursuant to this agreement.

This Conveyance is made free and clear of the Mortgage dated December 9, 1976, between National Railroad Passenger Corporation (Mortgagor) and the United States of America (Mortgagee) pursuant to Article 1.09 of said Mortgage.

THIS QUITCLAIM DEED is delivered by Grantor and accepted by Grantee upon the understanding and agreement that should any claim adverse to the right, title or interest hereby quitclaimed be asserted and/or proved, no recourse will be had against Grantor.

TO HAVE AND TO HOLD the Parcel unto Grantee and its successors and assigns, to the only use and benefit of Grantee, its successors and assigns, forever, so that neither Grantor, nor any other person or persons in its name and behalf, will hereafter claim or demand any right, title or interest in or to the Parcel or any part thereof, except as herein expressly

Heather Sullivan 8/3/93

excepted and reserved, but they and everyone of them will by these presents be excluded and forever barred.

IN WITNESS WHEREOF, Grantor has hereunto caused to be set its corporate hand on this date first hereinabove written.

NATIONAL RAILROAD PASSENGER CORPORATION

By: [Signature]
Vice President
Real Estate and
Operations Development

Signed and Delivered
in the presence of:
[Signature]
John M. Carten
Asst. Corporate Secretary

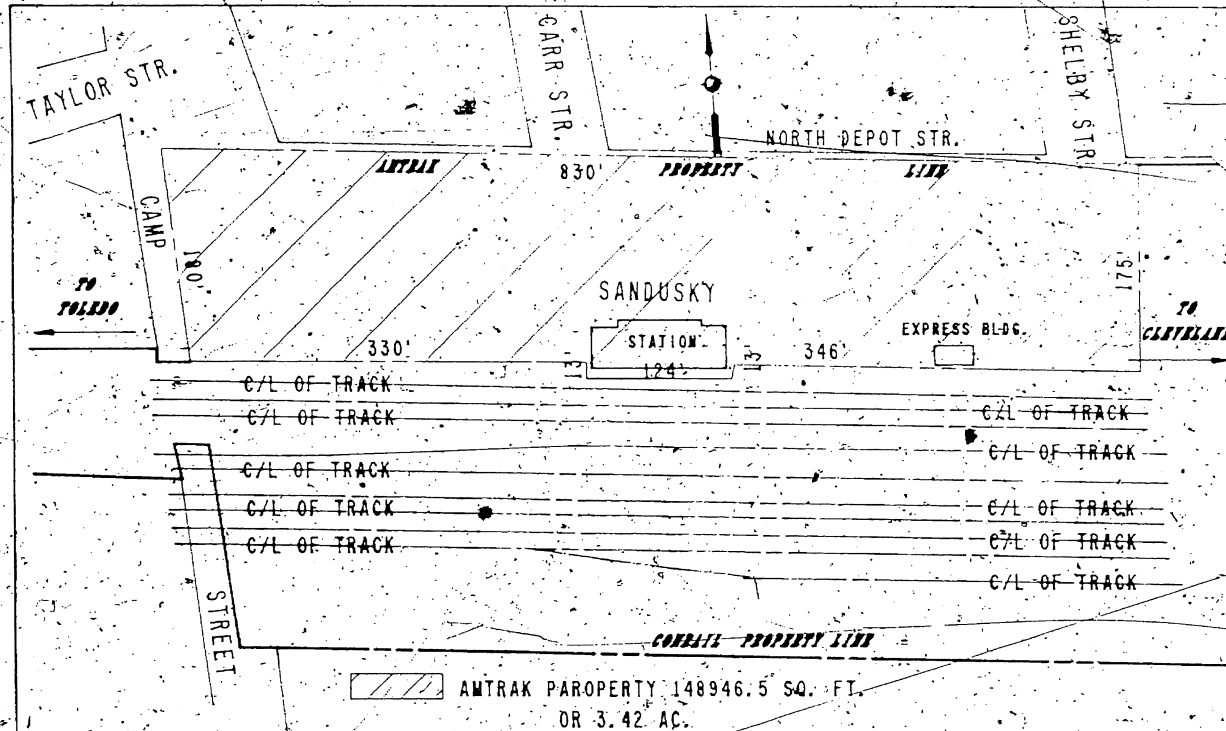
[Signature]
Witness

District of Columbia)
City of Washington)

ss:

On the 21st day of July, 1993, before me personally came Tony DeAngelo, to me known, who, being by me duly sworn, did depose and say that he resides in Alexandria, Virginia; that he is the Vice President, Real Estate and Operations Development of the National Railroad Passenger Corporation, the corporation described in and which executed the within Quitclaim Deed, and that he signed his name thereto pursuant to authority vested in him by said corporation.


[Signature]
Notary Public
My commission expires: 6-30-93



Hatch Area Station 12/24/89

ATK STATION MAP NO. 249

EXHIBIT-A

	NATIONAL RAILROAD PASSENGER CORPORATION <small>400 NORTH CAPITOL STREET, N.W. - WASHINGTON, D.C. 20541</small>	SANDUSKY RAILROAD STATION SANDUSKY, OHIO
	REAL ESTATE DIVISION - PROPERTY CONTROL SECTION	
<small>THE INFORMATION ON THIS EXHIBIT WAS COMPILED FROM AMTRAK REAL ESTATE RECORDS. THIS EXHIBIT DOES NOT REPRESENT AN ACTUAL SURVEY AND SHOULD NOT BE USED FOR LEGAL DESCRIPTIONS.</small>		<small>SANDUSKY, ERIS, COUNTY, OHIO</small> <small>DATE 12/24/89 AP-404895SANDUSKY-OH-CLB</small>

JUSTIFICATION OF SALE
OF SANDUSKY, OHIO, STATION PROPERTY
TO THE CITY OF SANDUSKY
PROJECT #34-15-900

Prepared by: Bob Burns Date: August 27, 1992
Bob Burns, Manager
Station and Land Development

Area of Use: 148,947 sq. ft. of land; 4,000 sq. ft. station building and 1,000 sq. ft. freight house.

Background: The station building and freight house have been vacant for approximately 13 years and have not been used by Amtrak during this period. The buildings are in very poor condition and are constantly vandalized. Roof and structural repairs to the building are estimated at \$100,000. The property is a security and maintenance problem. The property is not in a historic district nor on the National Register of Historic Places, but the station has historical significance to the local community, who would like to have the buildings preserved.

Proposed Use: Commercial office space and multi-modal transportation center (Amtrak, taxi, limousine, bus).

Price: \$36,000.

Method of Selection: Agreement was reached with respect to the sale terms between Amtrak and Grace Baron (local developer) conditioned upon approval by Amtrak's Board of Directors. Voting on the sale of the Sandusky Station was tabled at the October 1991 Amtrak Board of Director's meeting pending review of the project by the Federal Railroad Administration. In 1992, the City of Sandusky began maintaining the property because of the continuing deterioration of the buildings. The City subsequently discussed purchasing the station property and replacing Grace Baron in the sale transaction under the same terms and conditions agreed to by Grace Baron except for a \$1,000 increase in the price. Amtrak, the City and Grace Baron agreed that the best alternative to move the station redevelopment project ahead and avoid further deterioration of the buildings would be to have the City purchase the property.

Business Justification: Selling this station property will relieve Amtrak of continual operating expenditures for repair and maintenance of the buildings and maintenance of the grounds. The \$36,000 sale price is fair market value for the property based on Real Estate's review of comparable

Heather Sullivan 8/5/93

RESOLUTION AUTHORIZING THE SALE OF
SANDUSKY, OHIO, STATION PROPERTY
TO THE CITY OF SANDUSKY

WHEREAS, the Corporation owns real property in Sandusky, Ohio, known as the Sandusky Railroad Passenger Station, and

WHEREAS, the Corporation will benefit from the sale of this isolated station by receiving fair market value for the property and by reducing maintenance and security expenses while maintaining railroad operational rights at the station; and

WHEREAS, the Corporation will receive additional benefits from the sale by the improvement in the quality of passenger service and the improvement in the Corporation's public image, be it

RESOLVED, That the President, the Executive Vice President or the Vice President of Real Estate and Operations Development, on behalf of the Corporation, is authorized to execute all documents related to this sale transaction as described in the attached Real Estate Justification.

MCG.
10/5/92

Heather Sullivan 8/5/93

The THIRD NATIONAL BANK
OF
SANDUSKY, OHIO

CITY OF SANDUSKY
SANDUSKY, OHIO

No. C036198

56-162
412

CHECK DATE
9/02/26

AMOUNT
\$ *****357.00.CC.
NOT VALID AFTER 90 DAYS

PAY TO THE ORDER OF: 0131

Frank J. ...
CITY
MANAGER

NATIONAL RAILROAD PASSENGER
CORPORATION ROGER BURNS
STATION & LAND DEVELOPMENT
60 MASSACHUSETTS AVENUE NE
WASHINGTON DC 20002

FINANCE
DIRECTOR

⑆036198⑆ ⑆041201622⑆ 00 122 2⑆

The THIRD NATIONAL BANK
OF
SANDUSKY, OHIO

CITY OF SANDUSKY
SANDUSKY, OHIO

No. C037320

56-162
412

CHECK DATE
8/19/22

AMOUNT
\$ *****1200.00.CC.
NOT VALID AFTER 90 DAYS

PAY TO THE ORDER OF: 131

Richard M. ...
CITY
MANAGER

NATIONAL RAILROAD PASSENGER
CORPORATION
STATION & LAND DEVELOPMENT
60 MASSACHUSETTS AVENUE NE
WASHINGTON DC 20002

FINANCE
DIRECTOR

⑆037320⑆ ⑆041201622⑆ 00 122 2⑆

Exhibit "B"

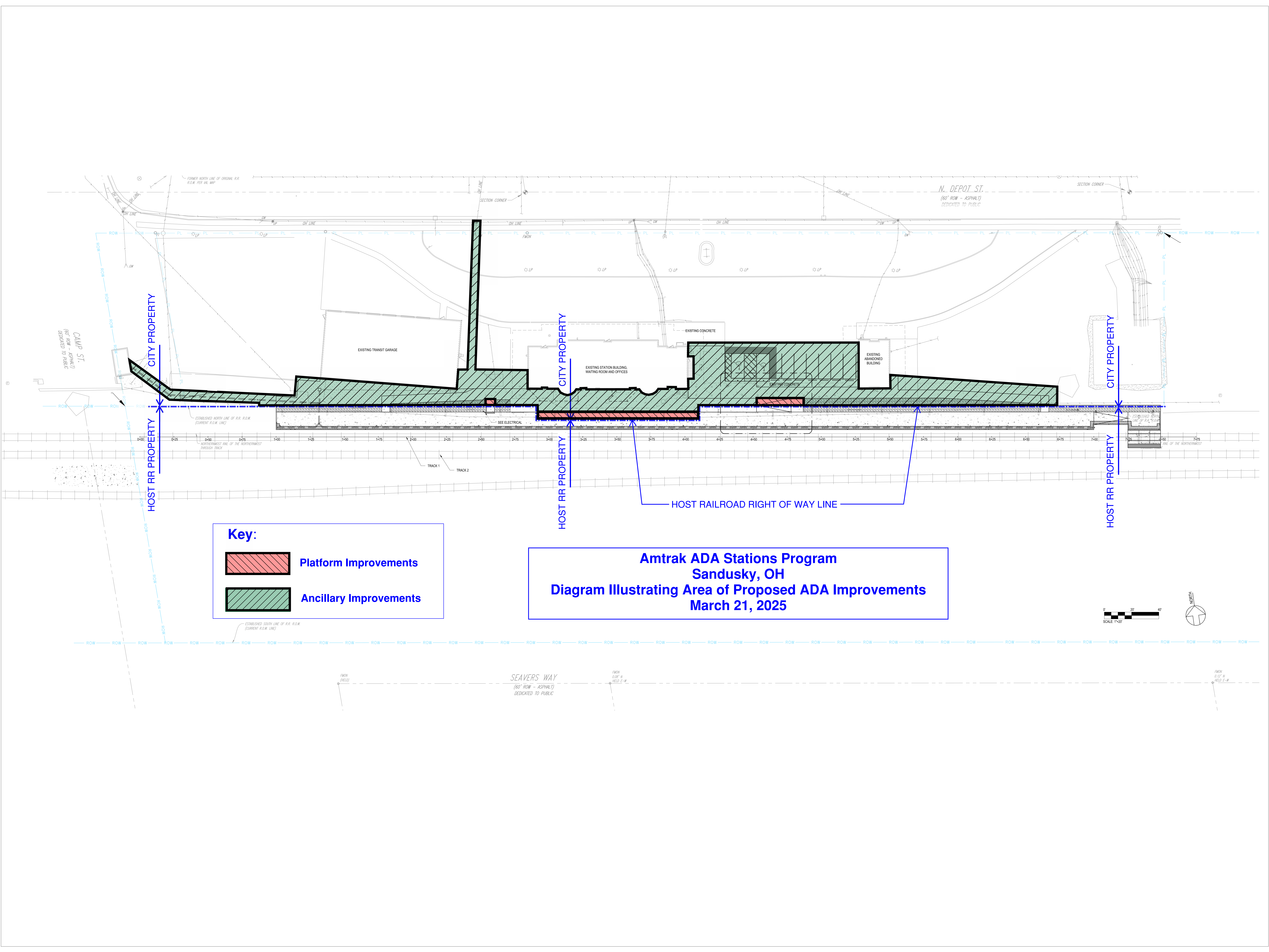
(Description of ADA Improvements)

- A. Improvements that are part of the Amtrak Platform ("Platform Improvements"), which Amtrak shall maintain include those shown on the attached drawings and summarized here but not limited to the following:
- Raised concrete platform on helical pile foundations
 - Sloped walkway/ramp (to access platform), and associated guard rails
 - Raised concrete pad with wheelchair lift enclosure
 - Guard rail along back of platform
 - Signage and light poles associated with platform
- B. Improvements beyond the Amtrak Platform ("Ancillary Improvements"), which the City will own and maintain include those shown on the attached drawings and summarized here but not limited to the following.
- The following storm pipes connections to an existing City sewer lift station:
 - Station building and canopy downspout boots, splash blocks and underground storm pipe system components.
 - Yard drain and underground storm pipe system components.
 - Underground pipe system from the proposed platform underdrain that connects to underground stormwater piping.
 - Paved plaza between the station building and platform, concrete sidewalks, and sloped walkways and associated guard rails.
 - Concrete encased underground electrical conduit from existing light pole to railroad right-of-way.
 - Concrete slab for the two (2) accessible parking stalls and related adjacent pavement for the accessible route to the platform
 - Parking striping
 - Landscaping

Exhibit "C"

(Plans)

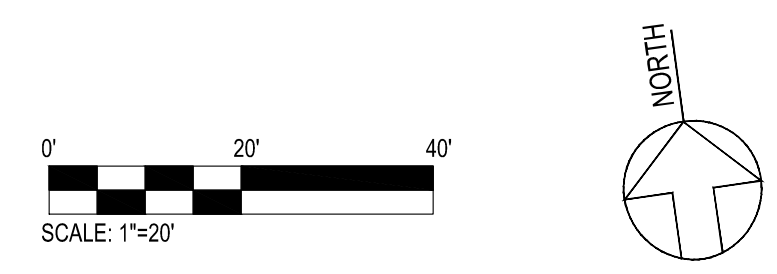
1. Amtrak ADA Stations Program (ADASP) Sandusky (SKY), Ohio 100% (IFB) Revised Drawing Submission dated 02/04/2025(47 pages)
2. Amtrak ADA Stations Program, Sandusky, OH; Diagram Illustrating Area of Proposed ADA Improvements dated 3/21/2025(1 page)



Key:

- Platform Improvements
- Ancillary Improvements

**Amtrak ADA Stations Program
Sandusky, OH
Diagram Illustrating Area of Proposed ADA Improvements
March 21, 2025**



CITY PROPERTY

CITY PROPERTY

CITY PROPERTY

HOST RR PROPERTY

HOST RR PROPERTY

HOST RR PROPERTY

HOST RAILROAD RIGHT OF WAY LINE

N. DEPOI ST.
(60' ROW - ASPHALT)
DEDICATED TO PUBLIC

SEAVERS WAY
(60' ROW - ASPHALT)
DEDICATED TO PUBLIC

CAMP ST.
(60' ROW - ASPHALT)
DEDICATED TO PUBLIC

EXISTING TRANSIT GARAGE

EXISTING STATION BUILDING,
WAITING ROOM AND OFFICES

EXISTING ABANDONED BUILDING

EXISTING CONCRETE

EXISTING CONCRETE

SEE ELECTRICAL

TRACK 1
TRACK 2

ESTABLISHED NORTH LINE OF R.R. R.O.W.
(CURRENT R.O.W. LINE)

NORTHERMEST RAIL OF THE NORTHERMEST
THROUGH TRACK

ESTABLISHED SOUTH LINE OF R.R. R.O.W.
(CURRENT R.O.W. LINE)

FROM
0.12" =
40.0' E-W

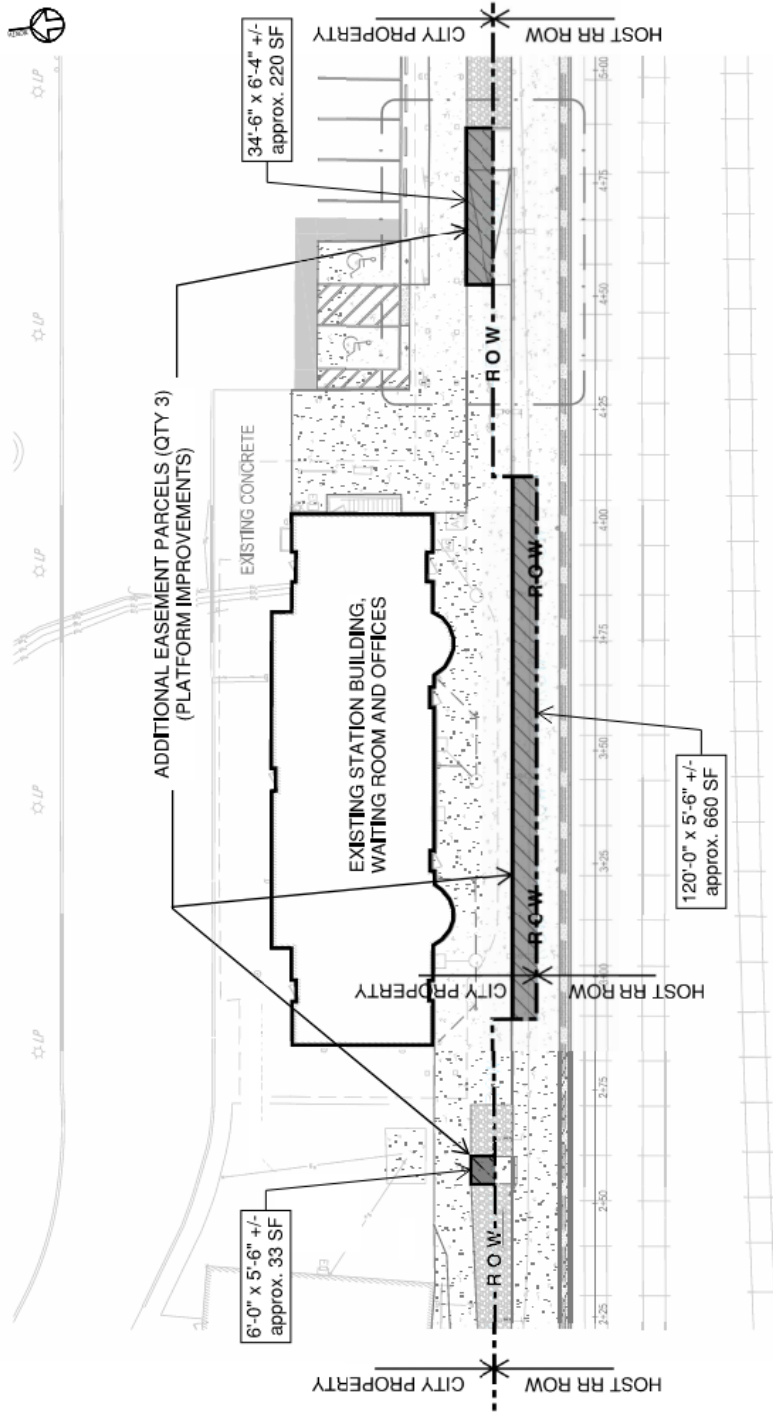
FROM
0.12" =
40.0' E-W

FROM
0.12" =
40.0' E-W

FROM
0.12" =
40.0' E-W

Exhibit "D"

(Additional Easement Parcels)



ADDITIONAL EASEMENT PARCELS
SANDUSKY AMTRAK STATION ADA IMPROVEMENTS
MARCH 21, 2025





ADMINISTRATIVE SERVICES

240 Columbus Ave.
Sandusky, Ohio 44870

To: John Orzech, City Manager
From: Matt DeVries, IT Manager
Date: March 26, 2025
Subject: **Commission Agenda Item – Wonderware Support and Maintenance 2025-2026**

ITEM FOR CONSIDERATION: Requesting legislation authorizing the payment for a one year agreement for support and maintenance services from Q-mation, of Horsham, PA, for the period of May 23rd, 2025 through May 22nd, 2026.

BACKGROUND INFORMATION: The City relies on Wonderware for day-to-day management of the SCADA system and required reporting for the WWTP. This application is the Human Interface for the Plant staff that allows control of the equipment, while also logging detailed information for decision making and compliance reporting. This agreement is for support and maintenance which includes updates we require to stay current each year with our support and maintenance agreement.

Our support and maintenance agreement provides us with technical support and software updates for our software, and training to ensure we use our product in the most effective way.

BUDGETARY INFORMATION: The cost for this support and maintenance agreement for a 12-month period will be \$17,784 and will be paid with Sewer Funds.

ACTION REQUESTED: It is recommended that the proper legislation be prepared to enter into an agreement with Q-mation to purchase one year of support and maintenance. It is requested that this legislation take effect in full accordance with Section 14 of the City Charter, to ensure no break in coverage and continued management of the plant.

I concur with this recommendation:

John Orzech, City Manager

Matt DeVries, IT Manager

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

February 11, 2025

Company Name	Sandusky WWTP
Contact	Cody Browning
Support Agreement ID	120956
Support Level	Standard
Current Expiration Date	May 22, 2025
Reference	SanduskyWWTP_120956_Browning_05222025WCF

Cody:

Thank you for your investment in AVEVA products and participation in the **AVEVA Customer FIRST Support Program**. The Customer FIRST Support Program ensures that you continue to get the most value from your investment by providing access to software license upgrades along with convenient access to highly skilled resources to remedy any issues you experience as you install, fine-tune, and upgrade your AVEVA software. Through any phase of your application lifecycle, Customer First membership gives you the support, services, and resources you need to be successful.

AVEVA Standard Customer FIRST includes the following benefits:

- Free software version upgrades, fixes, patches and service packs keep your AVEVA software current and secure, leveraging new features and ensuring that existing applications keep running
- Access to award-winning live phone and email technical support, with expert assistance throughout the software lifecycle (currently 8:00am EST to 8:00pm PST)
- Access to CHAT support via www.q-mation.com
- Software Utilities – Leverage a growing stable of software utilities, including: the Software Asset Manager, to quickly and easily track and manage your AVEVA software licenses and apply security and performance software updates at multiple locations

PLUS with a Premium or Elite Customer First Support Agreement, enjoy access to Emergency (Plant Down) 24/7/365 technical support (delivered after hours by dialing a special support number, entering credentials and receiving a call back in approximately 20-30 minutes via an answering service)

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement lapses, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount. Beyond 60 days, a new quote will need to be created to include penalties plus upgrades.

Customer FIRST Support Renewal

Current Expiration Date: May 22, 2025
Renewed Expiration Date: May 22, 2026

Standard Level Support

The renewal quotation below is based on the attached list of licenses registered to your site. Licenses not on the agreement will be ineligible for support/version upgrades.

Below is the price to maintain your current level of support.

Part Number	Description	Price
WWCFS-2000	AVEVA Customer FIRST Agreement – Standard Level – One Year	\$17,784

A budgetary number for planning purposes for the upcoming support year(s) can be provided at request. The final support agreement pricing for the next year is typically based on an inflationary increase in license value as well as licenses purchased during the support agreement term.

Simply call or e-mail me if you have any questions.

Best Regards,

Suzie Boos

Q-mation, Inc.
 sboos@q-mation.com

Reference WCF Support Agreement ID120956 and address your order to Q-mation (Wonderware North)

Ordering Information	Terms & Conditions
Q-mation DBA Wonderware North 425 Caredean Drive Horsham, PA 19044 Email sales@q-mation.com Phone (877) 900-4996	<ol style="list-style-type: none"> Quotation is valid thru the last day of active Customer First Payment terms are Net 30 Days Transportation is prepaid and added F.O.B. is Q-mation, Horsham, PA Quotation does not include any taxes. Tax exemption number must be on file or applicable taxes will be added. Tax ID: 23-2549974 <p>Notice Regarding Sales Tax Compliance:</p> <ul style="list-style-type: none"> If you are tax-exempt: Please submit your exemption certificate to ensure sales tax is not charged on exempt purchases If we do not have a certificate on file: Sales tax will be added to your invoice(s) as required by law, if applicable

Customer First Support Agreements will carry no "grace period" beyond a support agreement expiry date. If an agreement lapses, the customer has the following 30 days to renew with a mandatory 10% penalty fee. Beyond 30 days, renewal still requires a 10% penalty AND the agreement loses its license volume-based discount. Beyond 60 days, a new quote will need to be created to include penalties plus upgrades.

(Sandusky, OH) - License List

Part Number	Part Description	Software License Number
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106662-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106663-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106664-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106665-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106666-1
InTch-06-U-17	Upg, InTouch 2017 Runtime 60000 Tag with I/O	1106667-1
HstClc-01-U-17	Upg, Wonderware Historian Client Concurrent	1106670-1
WWCAL-11-U-16	Upg, WW CAL with MS CAL Runtime Single, SQL 2016 Std	1106671-1
DevStd-04-U-17	Upg, Dev Studio 2017 Unlim Unlim / 60000 / 500	1106672-1
56-00015	HMI Reports 3 Reports	1106673-0
OIServ-01-N-17	OI Servers Standard G-2.0	1929511-0
InTch-06-N-17	InTouch 2017 Runtime 60000 Tag with I/O	1951891-0
HstClc-01-N-17	Wonderware Historian Client Concurrent	1956238-0
HstClc-01-N-17	Wonderware Historian Client Concurrent	1956239-0
InTch-06-N-17	InTouch 2017 Runtime 60000 Tag with I/O	2084819-0
InTch-10-N-20	InTouch HMI 2020 Wrkst 60000 Tag no I/O	2328119-0
InTch-06-N-231	InTouch HMI 2023 R2 Wrkst 100K Tag with I/O	2762440-0
HstStd-03-N-17	Historian 2017 Standard, 5000 Tag	1106668-2
09-0070	Information Server Portal	1106669-0(part of 1106668)

CERTIFICATE OF FUNDS

In the Matter of: Wonderware Software renewal

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 613-5420-53000

By: Michelle Reeder

Michelle Reeder

Finance Director

Dated: 4/9/25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING PAYMENT TO WONDERWARE NORTH (Q-MATION) OF HORSHAM, PENNSYLVANIA, FOR RENEWAL OF THE CUSTOMER FIRST SUPPORT PROGRAM FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM AT THE WASTEWATER TREATMENT PLANT (WWTP) FOR THE PERIOD OF MAY 23, 2025, THROUGH MAY 22, 2026; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Wastewater Treatment Plant runs Wonderware software to control its SCADA system, which is the monitoring and control system that allows operators to effectively run the facility and shows real-time information, including flows, chemicals, alarms, and many other parameters; and

WHEREAS, this City Commission authorized the City Manager to enter into an agreement with Rovisys, of Aurora, Ohio, to update the Wonderware Supervisory Control and Data Acquisition (SCADA) software at the Wastewater Treatment Plant (WWTP) by Ordinance No. 18-058, passed on March 12, 2018; and

WHEREAS, the Wonderware Customer FIRST Support Program provides support services including software upgrades and technical support; and

WHEREAS, the total cost for the renewal of the support services is \$17,784.00 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 to allow payment to be made to Wonderware North (Q-mation) in a timely manner to ensure there are no breaks in coverage and continued management at the Plant; 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 authorizes and directs the City Manager and/or Finance Director to make payment to Wonderware North (Q-mation) of Horsham, Pennsylvania, for the renewal of the Customer FIRST Support Program for the Supervisory Control and Data Acquisition (SCADA) system at the Wastewater Treatment Plant (WWTP) for the period of May 23, 2025, through May 22, 2026, in an amount **not to exceed** Seventeen Thousand Seven Hundred Eighty-

Four and 00/100 Dollars (\$17,784.00).

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 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Scott Kromer, Streets & Utilities Superintendent

Date: March 25, 2025

Subject: Commission Agenda Item – Purchase of Asphalt from Erie Materials, Inc.

ITEM FOR CONSIDERATION: Requesting legislation authorizing the purchase of asphalt paving materials from Erie Materials for work to be performed by the Public Works, Street Division for miscellaneous in-house pavement repairs.

BACKGROUND INFORMATION: Each year, the City purchases cold-mix and hot-mix asphalt in bulk. Erie Materials, Inc., a division of Erie Group of Companies, is being selected again this year as the asphalt supplier for pothole patching, parking lot improvements and asphalt surface repairs in the roadways and on city-owned properties that are due to sewer construction, water construction or normal deterioration. In addition, the City will continue performing resurfacing projects in-house annually.

Engineering and street staff have jointly determined that Erie Materials, Gerken Paving and Riley AJ, Inc. are the only eligible providers of the materials because asphalt is temperature-sensitive and those facilities are the only asphalt plants close enough that allow city vehicles to maintain appropriate temperatures from purchase to application. Here are the 2025 material costs for those manufacturers:

	<u>Erie</u>	<u>Gerken</u>	<u>Riley</u>
ODOT 448, Type 1 (per ton)	\$76.00	\$82.00	\$88.00
ODOT 448, Type 2 (per ton)	\$67.00	\$72.00	\$77.00
301 (per ton)	\$65.00	\$70.00	\$63.00

Below is a complete cost breakdown for a one-time, one-ton purchase including material costs, fuel, vehicular wear and labor:

	Materials Type	Materials Cost	Travel Time	Labor Cost	Distance	Mileage Cost	Total
Erie Materials	448, Type 1	\$76.00	34 Minutes	\$28.22	18 Miles	\$12.60	\$116.82
	448, Type 2	\$67.00					\$107.82
	301	\$65.00					\$105.82
Gerken	448, Type 1	\$82.00	34 Minutes	\$28.22	18 Miles	\$12.60	\$122.82
	448, Type 2	\$72.00					\$112.82
	301	\$70.00					\$110.82
Riley AJ, Inc.	448, Type 1	\$88.00	62 Minutes	\$51.16	41 Miles	\$28.70	\$167.86
	448, Type 2	\$77.00					\$156.86
	301	\$63.00					\$142.86

1. Labor rate used is \$49.5055/hour. 2. Mileage reimbursement is \$0.70/mile as per federal standards.

As calculated, there is a significant cost savings by purchasing from Erie Materials, Inc. compared to the other suppliers.

BUDGETARY INFORMATION: The budgeted costs for asphalt materials for 2025 as approved in the Operations & Maintenance and Capital Improvement Plan budgets are split between the various funds accordingly. Final expenditures will be based on actual repairs in the field:

Capital Projects Funds	\$ 35,000.00
Sewer Maintenance O&M	\$ 11,200.00
Water Distribution O&M	\$ 48,880.00
Street Division O&M	\$ 43,120.00
	\$ 138,200.00

A portion of the O&M budgets has already been expended to purchase maintenance materials via the current appropriations. Additional purchases from Erie Materials, Inc. would require additional approval from City Commission.

ACTION REQUESTED: It is recommended that the purchase of this material 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 allow City crews to purchase asphalt materials as needed for repairs and improvements.

I concur with this recommendation:

John Orzech, City Manager

Aaron Klein, P.E., Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: 2025 Asphalt Appropriation

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 431-6200-54000, 613-5440-54000, 612-5250-54000, 216-6200-54000

By: 

Michelle Reeder

Finance Director

Dated: 4/9/25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXPEND FUNDS TO ERIE MATERIALS, INC., OF SANDUSKY, OHIO, FOR ASPHALT AND PAVING MATERIAL TO BE SUPPLIED FOR IN-HOUSE STREET REPAIRS AND PROJECTS IN CALENDAR YEAR 2025; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City purchases cold-mix and hot-mix asphalt in bulk for pothole patching, parking lot improvements, and asphalt surface repairs in the roadways and on City-owned properties that are due to sewer construction, water construction or normal deterioration, and for resurfacing projects in-house; and

WHEREAS, Erie Materials, Inc., Gerken Paving, and Riley AJ, Inc. are the only local asphalt plants that can supply this temperature-sensitive material due to their proximity to the City which allows the City vehicles to maintain appropriate temperature of material from purchase to application; and

WHEREAS, prices were requested from all three (3) manufacturers and based upon the total cost per ton, per trip, Erie Materials, Inc. of Sandusky, Ohio, was determined to have the lowest and best price; and

WHEREAS, the total estimated cost for asphalt materials for 2025 is \$138,200.00 and these costs are estimated to be paid as follows:

Capital Projects Funds	\$ 35,000.00
Sewer Maintenance Funds	\$ 11,200.00
Water Distribution Funds	\$ 48,880.00
Street Division Funds	<u>\$ 43,120.00</u>
	\$ 138,200.00

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 City crews to purchase asphalt material as needed for repairs and improvements; 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 and/or Finance Director is authorized and directed to expend funds for asphalt and paving material to be used for in-house street repairs and minor projects in CY 2025 at an amount **not to exceed** One Hundred Thirty-Eight Thousand Two Hundred and 00/100 Dollars (\$138,200.00) to be paid to Erie Materials, Inc., of Sandusky, Ohio.

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 committees that resulted in those formal actions were in meetings held 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025



CITY OF SANDUSKY POLICE DEPARTMENT

222 Meigs Street
Sandusky, Ohio 44870
419.627.5863
www.cityofsandusky.com

TO: John Orzech, City Manager
FROM: Jared Oliver, Police Chief
DATE: April 7, 2025
RE: Commission Agenda Item

ITEM FOR CONSIDERATION: Legislation approving the submission of a grant application to the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO) to participate in the FFY 2026 Summer Holiday Enforcement Program (SHEP) grant.

BACKGROUND INFORMATION: The Ohio Department of Public Safety, Ohio Traffic Safety Office offers grant funding to law enforcement agencies through the FFY 2026 Summer Holiday Enforcement Program (SHEP) to conduct high visibility enforcement (HVE) activities impact/deter fatal crashes. The HVE includes occupant protection (seatbelt violations), speed, alcohol or drugged driving, aggressive driving, motorcycle crash reduction, failure to yield, etc.

BUDGETARY INFORMATION: There is no budgetary impact as grant funds would reimburse any costs.

ACTION REQUESTED: It is requested that the proper legislation be prepared approving the submission of a grant application to the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office to participate in the FFY 2026 Summer Holiday Enforcement Program (SHEP) grant and, if awarded, authorizing the City Manager to accept funds and execute any grant agreement related to the acceptance of funds. It is further requested that the legislation be passed under suspension of the rules in accordance with section 14 of the City Charter in order to submit the grant application as soon as possible and prior to the deadline of May 15, 2025.

Approved:

I concur with this recommendation:

Jared Oliver, Police Chief

John Orzech, City Manager

Cc: Michelle Reeder, Finance Director
Stewart Hastings, Law Director



Sandusky Police Department - Erie County

FFY2026 Ohio Traffic Safety Office Grant Funding Eligibility Notification

Your agency is eligible to apply for a FFY2026 Summer Holiday Enforcement Program (SHEP) grant.

Program Description

Grants are awarded to law enforcement agencies whose jurisdiction experience an average of 1.67 motor vehicle related fatal crashes during 2022, 2023, 2024. A law enforcement agency must conduct HVE activities in areas to impact their fatal crashes (e.g., occupant protection, speed, alcohol and drugged driving, aggressive driving, motorcycle crash reduction, failure to yield, etc.). Each agency is eligible to apply for up to 350 hours.

Mandatory Blitzes/National Campaigns
Distracted Driving Month
Click It or Ticket
4 th of July
Drive Sober or Get Pulled Over

For full requirements of each grant see the Traffic Safety Proposal Package online at <http://otso.intelligrants.com>

The Traffic Safety Proposal Package and GRANTS Plus FFY2026 grant proposals are tentatively scheduled to go live April 17, 2025 with an online submission deadline of May 15, 2025. Questions can be directed to your OTSO Planner and/or your Law Enforcement Liaison (LEL).

Emily Davidson, Executive Director
1970 W. Broad Street
P.O. Box 182074
Columbus, Ohio 43218-2074 U.S.A.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE OHIO DEPARTMENT OF PUBLIC SAFETY (ODPS), OHIO TRAFFIC SAFETY OFFICE (OTSO) FOR FINANCIAL ASSISTANCE THROUGH THE FFY 2026 SUMMER HOLIDAY ENFORCEMENT PROGRAM (SHEP) FOR THE POLICE DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Ohio Traffic Safety Office (OTSO) provides federal funds from the National Highway Traffic Safety Administration (NHTSA) to eligible entities to be used in part for, but not limited to, traffic safety education, enforcement and awareness; and

WHEREAS, OTSO's competitive grant process solicits grant proposals for highway safety activities from state agencies, non-profit organizations, colleges and universities, hospitals, political subdivisions and other interested groups within Ohio and if awarded, the funds will be used to conduct High Visibility Enforcement (HVE) activities to deter fatal crashes and will include occupant protection (seatbelt violations), speed, alcohol or drugged driving, aggressive driving, motorcycle crash reduction, failure to yield, and so forth; 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 submit the grant application to the Ohio Department of Public Safety's Ohio Traffic Safety Office as soon as possible and prior to the deadline of May 15, 2024; 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 Police Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. This City Commission hereby approves the submission of a grant application to the Ohio Department of Public Safety, Ohio Traffic Office for financial assistance through the FFY 2026 Summer Holiday Enforcement Program for the Police Department.

Section 2. This City Commission authorizes and directs the City Manager to execute any grant agreement between the City of Sandusky and the Ohio Department of Public Safety in relation to the acceptance of the grant funds and to lawfully expend the funds consistent with the grant agreement.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for

any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

ORDINANCE NO. _____

AN ORDINANCE RATIFYING, ACCEPTING AND APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SANDUSKY, AN OHIO CHARTER MUNICIPAL CORPORATION, AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL #327 THE COLLECTIVE BARGAINING UNIT FOR CERTAIN EMPLOYEES OF THE SANDUSKY FIRE DEPARTMENT, FOR THE PERIOD JANUARY 1, 2025, THROUGH DECEMBER 31, 2027, 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 International Association of Fire Fighters Local #327, the collective bargaining unit for certain employees of the Sandusky Fire Department, expired on December 31, 2024; 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 expired on December 31, 2024; 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 Fire 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 International Association of Fire Fighters Local #327, 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 International Association of Fire Fighters Local #327, by its terms effective from

January 1, 2025, through December 31, 2027, 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

AGREEMENT BETWEEN
CITY OF SANDUSKY, OHIO

AND

***INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 327***



EFFECTIVE:

JANUARY 1, 202~~5~~² through DECEMBER 31, 202~~7~~⁴

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ARTICLE 1

PURPOSE

- 1.1 This Agreement, entered into between the City of Sandusky, hereinafter referred to as the "Employer" and the International Association of Fire Fighters Local 327, hereinafter referred to as the "Union," and collectively referred to as the "Parties."
- 1.2 This Agreement has as its purpose the following:
 - A. To achieve and maintain a satisfactory and stabilized employee-employer relationship, to promote improved work performance, and to promote a harmonious relationship between labor and management.
 - B. To provide for the peaceful and equitable adjustment of differences which may arise.
 - C. To attract and retain qualified employees by providing those benefits in this Agreement which ensure the safety and economic welfare of the employee, while considering the financial resources of the Employer.
 - D. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer, either individually or through their representatives to exchange views and opinions on policies and procedures effecting the conditions of their employment, subject to the Sandusky City Charter, State Law, Federal law, Constitution of the State of Ohio, and the United States of America.
 - E. To ensure the right of every employee to fair and impartial treatment.
 - F. To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, terms and conditions of employment. This Agreement pertains to employees within the bargaining unit defined herein.

ARTICLE 2

UNION RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, benefits and terms and conditions of employment for those employees of the Fire Department in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include those individuals employed full-time and holding the following classifications:

BATTALION CHIEF
FIRE CAPTAIN
FIRE LIEUTENANT
FIRE MARSHAL
FIRE FIGHTER

- 2.2 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.
- 2.3 Definition of the Senior Battalion Chief shall be the person with the most time in grade.
- 2.4 When the Employer intends to create a new position within the bargaining unit, the parties shall meet to negotiate the wages, hours and terms and conditions of employment for that position. Any new position shall be posted for thirty (30) days to allow employees to apply for the vacancy.

ARTICLE 3

UNION SECURITY

- 3.1 The Employer and the Union agree that membership in the Union is available to all employees occupying classifications, that have been determined by this Agreement to be within the bargaining unit, upon the employee's successful completion of his/her probation period, not to exceed one year.
- 3.2 The Employer agrees to deduct regular Union membership dues, fees and assessments each pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (See form at the end of this Article) must be presented to the Employer by the employee or by the Union. Upon receipt of the proper authorization, the Employer will request the Finance Director to deduct Union dues, fees and assessments from the pay period in which the authorization was received by the Employer, and in which Union dues are deducted.
- 3.3 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of the Article regarding the deduction of Union dues, fees and assessments, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- 3.4 The Employer shall be relieved from making such individual "check off" deductions upon:
 - (a) termination of employment,
 - (b) transfer to another job other than one covered by the bargaining unit,
 - (c) layoff from work,
 - (d) an agreed unpaid leave of absence, or
 - (e) revocations of the check off authorization in accordance with the terms of this agreement or applicable law.
- 3.5 The Employer shall not be obligated to make deductions from any Employee who, during any month involved, shall have failed to receive sufficient wages to equal the amount deductible for dues, fees, and assessments.
- 3.6 It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that deductions for Union dues, fees and assessments will normally be made by deducting the proper amount, provided the deduction does not exceed a total of two (2) months of regular dues from the pay of any Union member.
- 3.7 The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Secretary-Treasurer of the Union during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues, fees and assessments deduction.
- 3.8 The Employer acknowledges the terms of membership in the Union and the withdrawal procedures are determined by the Union. Each eligible employee's written authorization for dues, fees and assessment deduction shall be honored by the Employer for the duration of this

Agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Union that the check off authorization has been revoked and withdrawals from membership as required by the Union's Constitution and By-Laws. If an employee notifies the Employer he/she wishes to revoke his/her membership, the Employer will direct the employee to the Union. Dues will cease for that employee effective the pay period following the pay period in which the written deduction revocation was received by the Employer and the Union, and the Union has confirmed the employee's withdrawal has been completed as required by the Union's Constitution and By-Laws.

All dues, fees and assessment deductions for any month in which Union members individually or collectively engage in a work slowdown, strike, walkout, or any concerted effort to interfere with public service, as defined by the Ohio Revised Code §4117, may be cancelled at the Employer's option upon written notice by certified mail to the Union.

Sandusky Fire Fighters Union IAFF Local 327



P.O. Box 412
Sandusky, Ohio 44871

Union Dues Deduction

The Employer agrees to deduct union membership, initiation fee, assessments, and once each month, dues from the pay of those employees who individually have and shall request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together, with an itemized statement, to the Treasurer by the Employer for the current month, after such deductions are made.

The City of Sandusky shall recognize the following as the authorization for payroll deduction of Union dues for members of Sandusky Fire Fighters IAFF Local 327, International Association of Fire Fighters, AFL-CIO.

Authorization for Payroll Deduction of Union Dues

Employee Name

Employee Address

Effective immediately, I hereby authorize the City of Sandusky to deduct from my earnings each month, union dues in the amount certified by Sandusky Fire Fighters IAFF Local 327, International Association of Fire Fighters, AFL-CIO. Dues deducted shall be remitted to the Treasurer of Local 327. This authorization shall terminate 30 days after I notify the department head in writing to cancel it, or upon termination of employment.

Employee Signature

Date

ARTICLE 4

MANAGEMENT RIGHTS

- 4.1 The Union shall recognize the right and authority of the Employer to administer the business of the City of Sandusky and the Fire Department and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the City of Sandusky and the Fire Department, to implement reasonable rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:
- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge or discipline for just cause, and to maintain order among employees;
 - B. To manage and to determine the location, type and number of physical facilities, equipment and the work to be performed on the condition that the Employer take such steps as are reasonably necessary, and which are within its ability to reasonably implement to provide for the safety of employees in the discharge of their duties, and to afford them equipment and material adequate to permit them to complete the same,
 - C. To determine the Employer's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively meet these purposes;
 - D. To determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
 - E. To determine the hours of work, work schedules and to establish the necessary and reasonable work rules for all employees, unless otherwise specified in this agreement;
 - F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
 - G. To maintain the security of records and other pertinent information pursuant to applicable laws.

ARTICLE 5

PLEDGE AGAINST DISCRIMINATION and COERCION

- 5.1 The provisions of this Agreement and all rules and regulations shall be applied equally to all employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, sexual orientation, gender identity or expression, race, color, creed, national origin, political affiliation and involvement or noninvolvement in the Union, to the extent required by applicable Federal and State statutes and regulations.
- 5.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.
- 5.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no unlawful discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership.
- 5.4 The Union recognizes its responsibility as a bargaining agent and agrees to equally represent all employees in the bargaining unit without unlawful discrimination, interference, restraint, or coercion.
- 5.5 The Union agrees that it will not interfere with the rights of employees to not become members of the Union, and there shall be no unlawful discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 6

PRINTING and SUPPLYING AGREEMENT COPIES

- 6.1 The Employer will make available electronic copies of the ~~contract~~contract and email a copy to all members at their City email address. Additionally, the Union and the Employer will split the costs to supply a hard copy of the Agreement to all members. ~~eighteen (18) hard copies of the Agreement will be supplied to the Union by the Employer.~~

ARTICLE 7

UNION REPRESENTATION

- 7.1 Staff representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon receipt of a letter so identifying them and signed by the President of IAFF Local 327 or his/her designee.
- 7.2 Union representatives shall be responsible for processing grievances and, on request, for representing employees in conferences or inquiries which could reasonably lead to disciplinary action. Each calendar quarter, the Employer shall provide the Union a summary list of all disciplinary action concerning bargaining unit employees.
- 7.3 The Union shall provide to the Employer an official roster of its officers and shift representatives, which is to be kept current at all times and shall include the following:
1. Name
 2. Address
 3. Telephone number
 4. Immediate supervisor and
 5. Union office held
- The Union President and Vice President, as well as three (3) bargaining unit employees may be designated as shift representatives, in accordance with Union procedures.
- 7.4 The investigation and writing of grievances shall be done off duty or while on duty during non-work time. At steps 2, 3 and 4 of the grievance procedure, a written grievance can be filed at any time, within the stated time limits, with the Shift Commander, Chief or City Manager, respectively, by the Union Shift Representative, Vice President or President.
- 7.5 Rules governing the activity of the Union Representatives are as follows:
1. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business while on duty except during non-work time.
 2. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area the nature of the Union activity.
 3. The Union official, upon being advised that he/she is in violation of this Agreement, shall cease union activities immediately upon the request of the supervisor of the area in which union activity is to be conducted or upon request of the president's or representative's immediate supervisor, or the Shift Commander or Fire Chief.
 4. If it is determined that the Union President or Representative are habitually abusing the rules of this Section, they shall be subject to disciplinary action.
- 7.6 The Employer agrees that not more than three (3) non-employee officers or representatives of the Union shall be admitted to the Employer's facilities and sites during working hours. With advance notice to the Employer, the non-employee officers or representatives' limitation may be expressly waived by the Employer. Such visitation shall be for the purpose of processing

grievances or to attend other meetings permitted herein. Such activities shall not interfere with the normal work duties of employees, except to the extent authorized in advance by the Employer.

- 7.7 The President of IAFF Local 327 and/or his/her designee may be allowed time off with pay to perform business for IAFF Local 327 as long as, at the time the request is made, there is sufficient departmental minimum manning available for the date requested (See Section 7.8), as defined hereunder:
1. Representation of a bargaining unit member at any step of the grievance procedure, conference or inquiries.
 2. Attendance at IAFF, OAPFF, AFL-CIO or labor relations seminars or any meeting or seminar the President of IAFF Local 327 or his/her designee deems necessary to attend.
- 7.8 The President or his/her designee shall perform such IAFF business with proper regard for the operational needs of the Employer not to exceed 168 hours per calendar year. Forty-eight (48) of these hours will be guaranteed time off, regardless of staffing levels for the time being requested. For the remaining one hundred twenty hours (120), requested time off to conduct Union business, will be approved provided there is adequate staffing as of the day the request is made. The President or his/her designee shall complete an IAFF Business Register (See end of this Article) prior to leaving on IAFF business. The aforementioned form shall be obtained from and returned to the appropriate Shift Commander on duty.
- 7.9 Duty-time spent in IAFF Business shall be compensated at the applicable straight time rate of pay and there shall be no overtime compensation for time spent on IAFF business which extends beyond the employee's regularly scheduled work day or work week.
- 7.10 Whenever a firefighter, who is a sworn member of a fire department in Erie County, Ohio is killed in the line of duty, one (1) on duty member of the Union, IAFF Local 327 shall be given time off with pay to attend the funeral. Such representative shall be appointed by the president of IAFF Local 327.
- 7.11 The Employer agrees that the central fire station will be available for purposes of conducting union meetings. The use of meeting rooms will be scheduled in accordance with the scheduling policy for utilization of the facility.
- 7.12 The Employer shall inform a bargaining unit member within twenty-four (24) hours of a public records request to review that employee's personnel file.

IAFF Local 327 - Business Register



Date: _____

Name (President or Designee): _____

Date & Time of Request: _____

Nature of Business:

Scheduled Shift Strength: _____

Employee Signature: _____

Union President Signature: _____

Shift Commander Signature: _____

Fire Chief Signature: _____

Remarks:

ARTICLE 8

LABOR/MANAGEMENT MEETINGS

- 8.1 In the interest of sound labor/management relations, unless mutually agreed otherwise, as needed at a mutually agreeable day and time, the Fire Chief and/or his/her designee and the City Manager and/or his/her designee shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.
- 8.2 An agenda will be furnished by both parties to the other at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union Representatives who will be attending. The purpose of such meeting shall be to:
- A. Discuss the administration of this Agreement;
 - B. Notify the Union of changes made by the Employer, which affect bargaining unit members of the Union;
 - C. Discuss grievances which have not processed beyond the final step of the Grievance Procedure, when such discussions are mutually agreed to by the parties;
 - D. Disseminate general information of interest to the parties;
 - E. Discuss ways to increase productivity and improve efficiency;
 - F. Consider and discuss health and safety matters relating to employees.
- 8.3 It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.
- 8.4 The Employer and the Union agree to meet in labor/management meetings on a quarterly basis to discuss matters of concern, including but not limited to the items set forth in Section 8.2.

ARTICLE 9

BULLETIN BOARDS

- 9.1 The Employer agrees to provide bulletin board space in an agreed upon area of each of the fire stations for use by the Union. Such space will be clearly marked "IAFF Local 327."
- 9.2 All notices which appear on the bulletin boards shall be posted and removed by the appropriate Union officials during non-work time and shall be related to items of interest to the members. Union notices relating to the following matters may be posted:
1. Newspaper and magazine articles.
 2. Union members' personal notices.
 3. Union recreational and social notices.
 4. Notices of Union meetings.
 5. Notices of Union elections.
 6. Results of Union elections.
 7. Union appointments.
 8. Rulings, policies, reports of committees and officers of the IAFF, OAPFF, AFL-CIO and IAFF Local 327.
 9. Reports of non-political standing committees and independent non-political arms of the Union.
 10. General business notices of the Union.
 11. Comments, as determined by the Union body, regarding a candidate and/or political issue excluding City of Sandusky officials.
- 9.3 All other notices of any kind not covered in the above listing must receive prior approval of the Fire Chief or his/her designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contains the following:
1. Personal attacks upon any other employee.
 2. Scandalous, scurrilous, or derogatory attacks upon the administration or City of Sandusky officials.
 3. Attacks on any other employee organization.
 4. Articles of a discriminatory nature.
- 9.4 The Employer shall be permitted to remove any posted material not in conformance with the provisions of this Article. The Employer shall immediately notify the Union when materials are removed, and the subject material shall be returned to the Union immediately.

ARTICLE 10

NO STRIKE/NO LOCKOUT

- 10.1 Inasmuch, this Agreement provides an avenue for the orderly resolution of grievances, the Employer and IAFF Local 327 recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Sandusky. THEREFORE;
- A. IAFF Local 327 agrees that neither it, its officer, agents, representatives, nor members, will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage or any other concerted action, interruption of operations or services of the Employer by its members or other employees of the Employer. When the Employer notifies IAFF Local 327 that any of its members are engaged in any such strike, as outlined above, IAFF Local 327 shall immediately and conspicuously post notice over the signature of an authorized representative of IAFF Local 327 to the effect that a violation is in progress and such notice shall instruct all Employees to immediately return to work. Any Employee failing to return to work after notification by IAFF Local 327 as provided herein, or who participates or promotes such strike activities as previously outlined, may be subject to disciplinary action.
 - B. The Employer agrees that neither it, its officer, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of IAFF Local 327, unless those members have violated Section A of this Article.
- 10.2 In the event the Ohio Revised Code does change, this Article shall be renegotiated within sixty (60) calendar days to the satisfaction of both parties, pursuant to the collective bargaining laws.

ARTICLE 11

PROBATIONARY PERIOD

- 11.1 The probationary period and the retention, reduction, or removal of probationary employees shall be governed by the applicable Civil Service laws and rules and shall not be subject to the grievance procedure contained herein.

ARTICLE 12

RULES and REGULATIONS

- 12.1 Establishment of Rules/Regulations. The Union recognizes that the Employer or his/her designee(s), in order to carry out his/her statutory mandates and goals, has the right to declare reasonable rules and regulations, policies, and directives consistent with the statutory authority to regulate employee conduct and the conduct of the Employer's services and programs.
- 12.2 Application of Rules/Regulations. It is the Employer's intention that rules and regulations, policies, and directives shall be interpreted and applied uniformly to all employees under similar circumstances.
- 12.3 Notice of Rule Revisions/Changes. It is agreed that, where the Employer has determined that written rules and regulations are necessary, the Employer will make them available to the employees. Employees will be notified in advance of any change in the rules and regulations. This shall be done by posting a notice on the bulletin board(s) or through general distribution of a memorandum. Copies of newly established written rules and regulations, or amendments to existing written rules and regulations, will be furnished to, and discussed with, representatives of the Union.
- 12.4 Basic Standards of Work-Related Conduct. This Article shall not be interpreted in any manner to relieve an employee of his/her responsibilities to follow established rules and procedures of good work related conduct, whether or not such rules and procedures have been reduced to writing.
- 12.5 Access to Rules/Regulations. A copy of Fire Department rules and regulations, policies and directives shall be maintained and kept current and shall be available for inspection at each station.
- 12.6 Grievance Procedure Review. The employee shall have the right to grieve any rules and regulations, policies, procedures, or directives that they feel are not consistent with the terms of this Agreement.

ARTICLE 13

MINIMUM QUALIFICATIONS

- 13.1 The Employer will not remove or discipline any employee in the bargaining unit for failure to meet any minimum qualifications that were not in effect for his/her classification on his/her date of hire, except as otherwise provided below.
- 13.2 This Article does not prohibit the Employer from taking appropriate measures against an employee in the bargaining unit who does not attempt, in good faith, to successfully complete training and/or course work required of employees, or from taking appropriate measures against an employee for failing to perform or being unable to do the duties of his/her classification.
- 13.3 The Employer agrees to extend work privileges for a period not to exceed one hundred twenty (120) days after an employee loses his/her minimum qualification. During the first thirty (30) days of this period, the employee will receive 100% of their normal pay. After the expiration of the initial thirty (30) day period, the employee shall be paid at the rate of 85% of his/her normal rate of pay for up to ninety (90) days. Once the employee has met the minimum qualifications, the employee shall be returned to their normal rate of pay.
- 13.4 For purposes of this contract, the minimum job qualifications for an employee shall be the qualifications as required by federal, state, or local law, including but not limited to, obtaining and continuously maintaining an EMT-Basic or Paramedic license, an Ohio Certified Firefighter II Certification and a valid driver's license that allows for the operation of a motor vehicle for work purposes.

ARTICLE 14

TECHNOLOGICAL CHANGE

14.1 Whenever practicable, sixty (60) days prior to the introduction or implementation of a substantial technological change affecting employees, the Employer shall, by written notice, post and furnish the Union with full information of planned changes. This notice shall contain relevant information with respect to:

1. The nature and the degree of the change.
2. The date or dates on which the Employer plans to effect the change.
3. The location or locations involved.

Any discussion relative to such notice shall be the proper subject of a labor/management committee if requested by either party. Any such meeting shall be scheduled within fifteen (15) days of such request.

ARTICLE 15

CONTRACTING OUT

- 15.1 The Employer shall not during the life of this Agreement, contract out work that results in the layoff or reduction of regular hours of any employee in the bargaining unit.

This would not prohibit the Employer from contracting out work or services of a nature and size that they could not be economically performed by employees in the bargaining unit.

- 15.2 Grievances over whether contracting out violates this provision of the Agreement shall be filed at the City Manager level of the grievance procedure.

ARTICLE 16

FACILITY STANDARDS

- 16.1 During the life of this Agreement the Employer will continue to provide employees with such linens, sleeping quarters, lounge facilities with adequate furniture, common area televisions, kitchen equipment, microwave ovens, eating facilities, air conditioning, lockers, and restroom/shower facilities as are currently provided.
- 16.2 Employee(s) may own, use and maintain union provided internet service, televisions, radios, video recorders, microwave ovens, vending machines and kitchen equipment as currently allowed.
- 16.3 Employee(s) may continue such activities of watching television, listening to radios, receiving and reading newspapers, telephone, and visitation privileges. To own, operate and maintain exercise, sporting and recreation equipment, provided such activities do not interfere with their responsibilities and duties and are approved by the appropriate Shift Commander.

ARTICLE 17

CORRECTIVE ACTION, DISCHARGE or SUSPENSION

- 17.1 No employee, for disciplinary reasons, shall be reduced in pay or position, suspended, discharged or disciplined without just cause.

Disciplinary action must be initiated within a reasonable time period, provided the Employer can show that it exercised due diligence in investigating the alleged incident.

- 17.2 Discipline

- A. Progressive Discipline/Serious Misconduct Defined. Except in cases of serious misconduct, discipline will be progressive. Serious misconduct shall include the following offenses: drunkenness, dishonesty, using illegal drugs or alcohol while on duty, being under the influence of illegal drugs or alcohol while on duty, the same being verified by a valid sobriety test or medical examination, refusal to submit to such a sobriety test or medical examination shall establish a presumption of being under such influence, or on duty misconduct of a serious nature that results in significant public disrepute to the individual or the department as a whole.

The employer agrees not to discharge or suspend an employee without first offering the employee an opportunity for a hearing. This hearing is to be held between the Employer, the Employee, and the Union representative and/or legal counsel of the Employee's choice. The hearing shall consist of written notice of the charges, a brief explanation of the evidence, and an opportunity for the employee to respond. However, an employee may be suspended immediately without loss of pay for cases involving serious misconduct in work related cases. When an employee is suspended immediately a hearing shall be scheduled within two (2) calendar days and the hearing actually held within fourteen (14) days of the date of the suspension.

- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.
- C. Appeals from either discharge or suspension must be submitted in the form of a grievance (See Article 30) within ten (10) calendar days from the date of notification to employee at Step 4 of the Grievance Procedure, and a copy to the Union. If appealed, a suspension without pay shall not be put in effect until the final disposition of the grievance.
- D. Should an employee be disciplined for personal, off-duty misconduct, just cause must be related to the employee's job performance, job effectiveness, or misconduct of a serious nature that results in significant public disrepute to the department.

17.3 Records of Disciplinary Action. Records of disciplinary action shall cease to have force and effect per the following schedule, providing there has been no intervening disciplinary actions taken during the referenced time period.

<u>TYPE</u>	<u>EFFECTIVE PERIOD</u>	<u>Removal from Active Personnel File</u>
Oral	Twelve (12) months	Twelve (12) months
Written	Twenty-four (24) months	Thirty-six (36) months
Suspension thirty (30) days or less	Three (3) years	Five (5) years
Suspension over thirty (30) days	Permanent	Permanent

17.4 The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner.

17.5 If there is a transcript of a hearing, the employee or the Union may obtain a copy at his/her/its expense.

ARTICLE 18

DEFINITION OF DEPARTMENTAL SENIORITY

- 18.1 Departmental seniority shall be determined by continuous service in the Sandusky Fire Department, calculated from the date of employment. Continuous service shall be broken only by resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the seniority list in the order of their ranking eligibility on the Civil Service Eligibility List.
- 18.2 Departmental seniority shall be used in the determination of the following:
1. Order of vacation pick.
 2. Order of Kelly day pick (respective list officer or firefighter).
 3. Easter, Thanksgiving or Christmas Holiday time off pick.
 4. Layoff and recall per Civil Services Rules and Regulations.
 5. The Employer will, annually, provide a current seniority list to the Union. Errors in seniority lists shall be reported in writing to the Fire Chief, who shall cause such lists to be corrected if they are erroneous.

ARTICLE 19

HOURS OF WORK, KELLY DAYS, OVERTIME AND CALL BACK PAY

Hours of Work:

- 19.1 The Sandusky Fire Department Fire Suppression Personnel shall consist of three (3) shifts. Each shift shall work twenty-four (24) hours and the starting time shall be 0700 hours and the ending time shall be 0700 hours the following day. Each shift shall work a fifty-one (51) hour average work week. A work week shall be as follows: twenty-four (24) hours on duty, followed by twenty-four (24) hours off duty, followed by twenty-four (24) hours on duty, followed by twenty-four hours off duty, followed by twenty-four (24) hours on duty, followed by ninety-six (96) hours off duty. Fire Suppression Personnel shall earn one (1) Kelly Day off each five (5) weeks.

Kelly Days:

- 19.2 The following rules and guidelines shall be used in choosing Kelly Days:
1. The Shift Commander will oversee the picking of Kelly Days. Trading of Kelly Days shall be left to the discretion of the Shift Commander. The Shift Commander shall ensure that the daily log and time books are correct and accurate.
 2. All Kelly Days must be taken.
 3. All personnel shall pick one Kelly Day per Kelly Day period.
 4. Lists shall be made out in five (5) week increments for choosing Kelly Days.
 5. A list will be shown for each five (5) week increment for both fire fighters and officers. Both groups shall pick by departmental seniority.
 6. There will be two (2) slots dedicated for Kelly Day picks. Vacation Day slots can be filled with a Kelly Day if they are open at the time of choosing Kelly Days. This may then allow four (4) shift personnel to be off for a Kelly Day.
 7. Each Kelly Day list shall be completed and approved by the Shift Commander one (1) month prior to the start of that period. Any employee not picking in a reasonable amount of time will have their Kelly Day assigned by the Shift Commander.
 8. After Kelly Days have been selected and approved by the Shift Commander, they may not be changed by the Employer without the approval of the employee.
 9. Kelly Days will not be picked for Easter, Thanksgiving or Christmas Day.

Overtime & Call Back:

- 19.3 The City Manager shall designate those classifications and conditions thereto for which overtime compensation shall apply.
- 19.4 Call in overtime is defined as overtime that attaches to a regular tour of duty. Call in overtime will be paid at the premium rate from the time of reporting to the time the regular tour of duty or scheduled overtime begins.
- 19.5 When an eligible employee is required by the Employer to work hours in excess of his/her normal work day or normal work week as set out in Section 19.1, the employee shall be compensated at one and one-half (1-1/2) times their regular hourly rate of pay.
- 19.6 To determine the regular hourly rate of pay, the monthly rate of pay shall be multiplied by twelve (12) and divided by 2080 for the average forty (40) hour work week; 2,652 for the average fifty-one (51) hour work week; except that for overtime in the division of fire, the regular hourly rate of pay shall be computed as if the average work week consisted of forty (40) hours.
- 19.7 With the approval of the City Manager, an employee may take compensatory time off in lieu of a cash payment for overtime, not to exceed three (3) days per calendar month.
- 19.8 Employees shall receive a minimum of four (4) hours premium pay for emergency call back overtime. Call back overtime is defined as overtime not attached to a regular tour of duty or to scheduled overtime.
- 19.9 An Employee shall be allowed to work forty-eight (48) consecutive hours (normal duty plus overtime hours or any combination).

ARTICLE 20

PARENTAL LEAVE/FMLA

- 20.1 The Union and Employer agree to abide by the terms of the Employer's FMLA policy which is attached hereto as Appendix A and which is incorporated herein by reference.

ARTICLE 21

VACATIONS

21.1 Each employee shall be entitled to annual vacation with pay in accordance with the following schedule:

0-1 years of service	0 work weeks
1-5 years of service	2 work weeks
6-11 years of service	3 work weeks
12-17 years of service	4 work weeks
18-24 years of service	5 work weeks
25 or more years of service	6 work weeks

The above scale shall be converted to hours as follows:

Weeks	Suppression	40 Hour Employees
2 weeks	144 hours	80 hours
3 weeks	216 hours	120 hours
4 weeks	288 hours	160 hours
5 weeks	360 hours	200 hours
6 weeks	432 hours	240 hours

Employees with 25 years or more of total service credit in the Fire Service with the State of Ohio or any of its political subdivisions shall receive an additional one (1) work week of vacation leave. Employees, however, shall not exceed six (6) weeks of vacation.

21.2 An employee will be eligible for the full amount of vacation leave on the above leave schedule as of January 1 of the year the employee will obtain the applicable years of service.

21.3 Vacation selection shall be based on the following:

1. A list for picking vacations shall be established in September for the upcoming calendar year (January through December).
2. There will be two (2) slots dedicated for Vacation Day picks. Kelly Day slots can be filled with a Vacation Day only after Kelly Days have been chosen for that period. This may then allow four (4) shift personnel to be off for a Vacation Day.

An exception to this may be granted to personnel being transferred, on excused sick or injury leave and as granted by the City Manager.

3. Once an individual has picked a vacation it may not be changed without the approval of the Shift Commander.
4. Each individual shall pick his/her vacation in a reasonable amount of time, as determined by the Shift Commander. If an individual fails to do so they will be passed over and the next in seniority shall have the opportunity to pick.
5. Vacation time earned may not be carried over to the next year without the approval of the City Manager.

6. Probationary employees cannot use vacation leave until they have worked one year with the Employer.
 7. The method and guidelines by which vacations are picked will be established and determined through a labor management meeting.
- 21.4 For the members of IAFF Local 327 who work a forty (40) hour shift in the Fire Prevention Bureau (FPB), the following shall constitute the Sandusky Fire Department procedure for scheduling vacations:
- a. With the approval of the Fire Chief, an employee assigned to the FPB may be permitted to use vacation according to the number of hours, days, or weeks for which the employee will qualify during the year being scheduled. With the approval of the Fire Chief, an FPB employee may at any time schedule as few or as many hours, days, or weeks for which he or she qualifies.
 - b. The employee must use all vacation accrued and shall not carry over vacation time from one year to the next.
- 21.5 If an employee leaves the service of the Employer before such vacation is actually earned, the vacation pay shall be deducted from his/her final paycheck and/or from any other payments owed to the employee by the Employer.
- 21.6 In some cases, an employee taking vacation time before it is actually earned may occur. In such cases, the employee will have a negative vacation balance until their anniversary date. If the employee leaves the service of the Employer with a negative balance, the provisions of Section 21.5 shall apply.

ARTICLE 22

SHIFT TRANSFER/SHIFT TRADING

- 22.1 In the event of a transfer after vacations or Kelly Days have been chosen, the employee will be allowed to utilize the same time period.
- His/her pick shall not affect any previously chosen vacation. If the employee agrees to change his/her vacation, the employee will only be allowed to select any not chosen vacation time, following all applicable guidelines.
- 22.2 Employees of the Fire Department shall be allowed to exchange days or hours of work providing the following criteria are followed:
- a. Firefighters may trade time only with Firefighters; Firefighters who are working out of class (WOC) eligible may trade with any officer provided such trade does not result in a firefighter being the Shift Commander. All officers (Lieutenants, Captains, Shift Commanders) may trade time with each other, provided there is at least one officer on duty at all times.
 - b. Trades are made with the approval of the Shift Commander or shift officer. The trading of vacations shall be made only upon approval of the Shift Commander and may be done throughout the ranks.
- 22.3 The employees agree that when trades are made, they shall not result in overtime or compensatory time and there will be no trading of minimum staffing overtime hours.
- 22.4 Trading time shall not be denied if there is a willing person to assume his/her slot on duty within the effected classification. Verbal trades will be approved if notification is provided to the on-duty Shift Commander prior to 0700 hours.

ARTICLE 23

HOLIDAY, COMPENSATORY and PERSONAL TIME

Holiday Time:

23.1 Employees on fifty-one (51) hour work weeks shall be paid an annual allowance of one hundred fifty-eight (168) hours of pay per year in lieu of the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
General Election Day*
Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
New Year's Eve (1/2 day)
Good Friday (1/2 day)
Christmas Eve

*General Election Day is defined as the election held on the first Tuesday after the first Monday in each November (See, ORC 3501.01 (A)).

23.2 Holiday hours may be taken as compensatory time with approval of the Shift Commander at any time during the calendar year in which it was earned. Any time not used as compensatory time during the year shall be considered as Holiday pay.

23.3 Employees who do not complete an entire year of service with the Employer will only be paid for those holidays encompassed by his/her time in the service of the Employer.

23.4 Employees on a forty (40) hour work week will observe the above holidays in accordance with the Employer's policies. An employee on duty will be granted two (2) hours off on Easter, Thanksgiving and Christmas to be with their family, subject to recall where operational needs require. In the event the employee is unable to take the time off due to operational reasons, it shall be converted to compensatory time and thereafter be used in accordance with this contract.

23.5 Employees in the Bargaining Unit shall receive Holiday Pay in the twenty-fourth (24th) pay period.

23.6 If the employee leaves the service of the Employer before such Holiday time is actually earned, the Holiday time shall be deducted from his/her final paycheck and/or from any other payment owed to the employee by the Employer.

Compensatory and Personal Time:

23.7 The Shift Commander shall deny the use of compensatory time only in the event the use of such time would reduce manpower below the acceptable minimum manning level for the time period involved.

23.8 In the event of a personal emergency, an employee may take immediate emergency leave that reduces manpower below the minimum manning level. The emergency leave will be deducted from the employee's accrued compensatory time, personal time or holiday time (as chosen by the employee). Employees shall not use more than twenty-four (24) hours of emergency leave in a calendar year.

23.9

— Fire personnel shall be entitled to take one personal day per year or use any accumulated personal time. A personal day will be considered a normal work day for a 40-hour or 51-hour employee. The following should be considered when scheduling personal time:

- A. Personal time can be scheduled for any time throughout the year, except during Easter, Thanksgiving, or Christmas Day.
- B. Personal time can be scheduled in quarter (0.25) hour increments.
- C. More than one employee can use their personal time on a given day as long as there are openings available when the personal time was scheduled.
- D. Only one employee will be allowed to use their personal time, on a given day, if it creates overtime. In this situation, the personal time must be scheduled five (5) days prior to its use to be approved by the Shift Commander or Officer in Charge. If the personal time is requested with less than five (5) days until its use, it must be approved by the Fire Chief.
- E. -Unused personal days will carry over from year to year, but may be cashed out at the then current straight time rate if requested by the employee.

ARTICLE 24

SICK LEAVE

- 24.1 Each forty (40) hour employee shall earn five (5) hours of sick leave per pay period. Each fifty-one (51) hour employee shall earn seven (7) hours of sick leave per pay period. Pay periods shall be computed at twenty-six (26) pay periods per year.
- 24.2 There shall be no limit on the amount of sick leave an employee may accumulate.

ARTICLE 25

SICK LEAVE USE and CONVERSION

- 25.1 Sick leave may be granted to an employee upon approval of the Employer for the following reasons:
1. Illness or injury of the employee or a member of his/her family, wherein the employee's presence is required for the care and assistance of the ill/injured family member.
 2. Death of a member of his/her immediate family (sick leave usage to a maximum of five [5] working days).
 3. Medical, dental, or optical examination, treatment, or therapy of the employee or a member of his/her immediate family at a medical facility, which requires the employee's presence and which cannot be scheduled during non-working hours.
 4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or where, through exposure to a contagious disease, the presence of employee at his/her job would jeopardize the health of others.
- 25.2 Definition of immediate family for the purpose of Sick Leave is as follows: grandparents, mother, father, sister, brother, father-in-law, mother-in-law, spouse, child, stepchild, stepmother, stepfather and foster children.
- 25.3 Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work; sick leave payment shall not exceed the normal scheduled work day or work week earnings.
- 25.4 Additional leave may be approved by the City Manager under special circumstances to be deducted from sick leave for the purpose of this Article.
- 25.5 After more than forty-eight (48) consecutive work hours of sick leave, employees shall be required to furnish satisfactory proof, including a physician, dentist or chiropractor certificate to the effect that the absence resulted from one of the causes enumerated in this section. Falsification of either a written, signed statement or a physician's certificate shall be cause for disciplinary action.
- 25.6 For reasonable cause, the Employer may require an employee to take an examination to determine the physical or mental capability to perform the duties of his/her position. If found not qualified, the employee may be placed in a job he/she can perform in the Fire Department or on sick or disability leave. The cost of such examination shall be paid by the Employer.
- 25.7 An employee may select at the time of retirement from active service with the Employer and after ten (10) years of service with the Employer, to be paid in cash for the value of his/her accrued but unused sick leave. Such payment shall be based on the employee's rate of pay at the time of retirement and shall be paid only once to an employee and is to be paid upon the following schedule:

For forty (40) hour employees:

- a. Employees with less than 1000 hours will receive 25% of the accumulated hours upon retirement, after ten (10) years of service with the Employer.
- b. Employees with 1000 hours but less than 1500 hours will receive 30% of the total accumulated hours upon retirement, after ten (10) years of service with the Employer.
- c. Employees with 1500 hours but less than 2200 hours will receive 35% of the total accumulated hours upon retirement, after ten (10) years of service with the Employer.
- d. Employees with more than 2200 hours will receive 45% of the total accumulated hours upon retirement, after ten (10) years of service with the Employer.

The proportional schedule for a fifty-one (51) hour employee is as follows:

- a. Employees with less than 1300 hours will receive 25% of the accumulated hours upon retirement, after ten (10) years of service with the Employer.
- b. Employees with 1300 hours, but less than 1950 hours will receive 30% of the total accumulated hours upon retirement, after ten (10) years of service with the Employer.
- c. Employees with 1950 hours but less than 2860 hours will receive 35% of the total accumulated hours upon retirement, after ten (10) years of service with the Employer.
- d. Employees with more than 2860 hours will receive 45% of the total accumulated hours upon retirement and after ten (10) years of service with the Employer.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. This program shall replace all other sick leave reduction incentives in this contract.

- 25.71 For any employee hired on or after January 1st, 2019, said employee may select at the time of retirement from active service with the Employer, after ten (10) years of service with the Employer, to be paid in cash for the value of his/her accrued but unused sick leave. Such payment shall be based on the employee's rate of pay at the time of retirement and shall be paid only once to an employee and is to be paid upon the following tiered schedule.

For forty (40) hour employees:

- a. Employees with less than 1000 hours will receive 25% of the accumulated hours upon retirement, after ten (10) years of service with the Employer.
- b. Employees with 1000 hours but less than 1500 hours will receive 30% of these hours upon retirement, after ten (10) years of service with the Employer.
- c. Employees with 1500 hours but less than 2200 hours will receive 35% of these hours upon retirement, after ten (10) years of service with the Employer.
- d. Employees with more than 2200 hours will receive 45% of these hours upon retirement, after ten (10) years of service with the Employer.

The proportional schedule for a fifty-one (51) hour employee is as follows:

- a. Employees with less than 1300 hours of will receive 25% of the accumulated hours upon retirement, after ten (10) years of service with the Employer.
- b. Employees with 1300 hours but less than 1950 hours will receive 30% of these hours upon retirement, after ten (10) years of service with the Employer.
- c. Employees with 1950 hours but less than 2860 hours will receive 35% of these hours upon retirement, after ten (10) years of service with the Employer.
- d. Employees with more than 2860 hours will receive 45% of these hours upon retirement, after ten (10) years of service with the Employer.

For example, a 51-hour employee with 3500 hours of total accumulated sick time will receive 25% of all hours below 1300 (1299 hours) multiplied by their rate of pay, plus 30% of all hours between 1300 and 1949 hours (649 hours) multiplied by their rate of pay, plus 35% of all hours between 1950 and 2859 hours (909 hours) multiplied by their rate of pay, plus 45% of all hours above 2860 (640 hours) multiplied by their rate of pay. The total from each tier is then added together to determine the final sick time payout.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee. This program shall replace all other sick leave reduction incentives in this contract.

25.8 The previously accumulated sick leave of an employee who has been separated from public service shall be placed to his/her credit upon his/her reemployment with the Employer provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service and provided the employee did not request payment for accumulated but unused sick leave by claiming retirement from service.

25.9 Sick Leave Donation Program: Members of the bargaining unit may donate sick leave to a fellow employee (union or non-union) within the fire department who is otherwise eligible to accrue and use sick leave under the Personnel Policies or a current Labor Agreement. The intent of the Leave Donation Program is to allow members of the bargaining unit to voluntarily provide assistance to their co-workers who are in critical need of leave due to non-work related serious illness or injury of the employee.

(A) A member of the bargaining unit may receive donated sick leave, up to the number of hours the member is scheduled to work each pay period or as provided in (A)(4) below, if the member who is to receive donated sick leave:

- (1) Has a serious illness or injury;
- (2) Has no accrued leave;
- (3) Has not been approved to receive other benefits; and
- (4) Has applied for any paid leave, or benefits programs for which the member is eligible. A member who has applied for these programs may use donated sick leave to satisfy any waiting period for such benefits, when applicable.

(B) Members may donate sick leave if the donating member:

- (1) Voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;

- (2) Donates a minimum of eight hours; and
 - (3) Retains a sick leave balance of at least four hundred (400) hours.

- (C) The Sick Leave Donation Program shall be administered on a pay period by pay period basis. Members using donated sick leave shall be considered in active pay status and shall accrue leave (except holidays) and be entitled to any benefits to which they would otherwise be entitled. Holidays shall be taken hour for hour as they fall and the member shall not be charged sick leave on that day. Leave accrued by a member while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall not count toward the probationary period of an employee who receives donated sick leave during his or her probationary period. Donated sick leave shall never be converted to a cash benefit.

- (D) Members who wish to donate sick leave shall certify on a form provided by the Employer:
 - (1) The name of the employee for whom the donated sick leave is intended;
 - (2) The number of hours to be donated;
 - (3) That the donating member will have a minimum sick leave balance of four hundred (400) hours; and
 - (4) That the sick leave is donated voluntarily and the member understands that the donated sick leave will not be returned.

- (E) No member shall be forced to donate sick leave. The Employer or the Union may inform other members of the critical need for the donation of sick leave. Neither the Union nor the Employer shall directly solicit sick leave donations from members. The donation shall occur strictly on a voluntary basis.

ARTICLE 26

JOB RELATED DISABILITY LEAVE

- 26.1 Any employee unable to perform the substantial and material duties of his/her position of employment as a result of a job-related disability condition or injury shall be entitled to a leave of absence at his/her regular rate of pay for the duration of the period which he/she is medically certified as being unable to perform said duties up to a total period not to exceed twelve (12) months for each disability or for each series of related disabilities. During any such period of disability leave, the Employer, in addition to paying the employee's regular salary, will make payment into any and all insurance and/or pension plans as required by this agreement, any amendment hereto, and/or otherwise as a part of the employment relationship between the Employer and the employee. During any such period of disability leave the employee shall continue to earn seniority, pension credit, sick leave or sick leave credit and vacation time. Uniform allowance will be provided.
- 26.2 The Employer has the right to insist on an examination of the employee. The Union and the Employer agree that the examination will be conducted by Corporate Health through Firelands Regional Medical Center or by a physician affiliated with or referred by Corporate Health. This examination shall be at the Employer's expense. The opinion of the Corporate Health physician or the physician referred by Corporate Health shall be used to determine the employee's eligibility for medical leave under this section. The Employer shall have the right to disapprove paid leave and/or require the employee to return to work at any time from service injury leave status.
- 26.3 The Employer shall pay for the cost of all treatment when an employee is exposed to any contagious disease, provided the employee is not covered by hospitalization/medical insurance(s), or Workers' Compensation. It shall be the decision of a licensed physician if such treatment shall be needed. The employee shall have the decision if he/she wants to receive such treatment.

ARTICLE 27

ASSIGNMENT DURING DISABILITY

- 27.1 An employee injured off-duty may be assigned, and an employee injured on duty will be assigned, less strenuous duties when recommended and verified in writing by a licensed physician, dentist, or chiropractor due to mental or physical health, or disability for a period not to exceed sixty (60) calendar days. An employee who becomes pregnant may be assigned less strenuous duties when recommended and verified in writing by a physician, for a period not to exceed sixty (60) calendar days. Such assignments shall be based upon operational needs and requirements as determined by the Employer and within the Fire Department. Said employee shall receive compensation and benefits, attached to his/her normal assigned position. The Employer reserves the right, in its sole discretion, to extend the period of light/transitional duty set forth herein.
- 27.2 The Employer may require an employee to undergo an examination. The examination will be conducted by Corporate Health through Firelands regional Medical Center or by a physician affiliated with or referred by Corporate Health to determine the physical or mental capability to perform the duties of a position, when reasonable cause exists. The cost of such examination shall be paid by the Employer. The parties agree to be bound by the decision of the physician.

If the employee is unable to perform the duties of his/her classification, the employee may be placed on light-duty assignment or on administrative leave with pay not to exceed thirty (30) calendar days pending the final disposition of the mutually selected physician.

ARTICLE 28

FUNERAL LEAVE

- 28.1 Funeral leave shall be granted to any employee without loss of pay or accumulated sick leave due to the death of his/her father, mother, spouse, child, stepchild, stepfather, stepmother, or foster child for those work days within a four (4) day period beginning with the day of death or ending with the day of the funeral.

For funerals of relatives set forth in this section requiring travel of 150 miles or more one way, the employee shall be granted leave without loss of pay or accumulated sick leave for those work days within a seven (7) day calendar period beginning with the day of death.

- 28.2 Funeral leave shall be granted to any employee without loss of pay or accumulated sick leave due to the death of his/her brother, sister, grandparent, step grandparent, grandchild, spouse's mother, spouse's father, spouse's grandparent, aunt, uncle, niece or nephew for those work days within a three (3) day period beginning with the day of death or ending with the day of the funeral.
- 28.3 Additional leave may be approved, up to 3 days, when requested, by the Fire Chief under special circumstances to be deducted from sick leave.
- 28.4 Application for funeral leave must be made on forms provided by the Employer and must be approved by the Fire Chief or the City Manager.
- 28.5 The Fire Chief shall have the authority under special circumstances to grant funeral leave not otherwise covered by this Article to an employee without loss of pay or accumulated sick leave. Application for such leave shall be made in accordance with Section 28.4.

ARTICLE 29

COURT LEAVE

- 29.1 The Employer shall grant leave without pay to an employee for the period of time he/she is required to appear before a court, judge, justice, magistrate, coroner or any other official or official group or commission as a plaintiff, defendant, or witness provided twenty-four (24) hour advance notice is given. The notice requirement may be waived by the Employer in case of an emergency. The employee may request to have the time deducted from his/her compensatory time or holiday time.
- 29.2 The Employer shall grant leave with pay to any employee for the period of time he/she is required to appear before a court, judge, magistrate, coroner, or any other official or official group or commission as a plaintiff, defendant or witness in all work-related cases, except when the employee is bringing legal action against the Employer.
- 29.3 An employee required to appear for jury selection or service shall receive his/her regular daily wage for each day which would have been worked but for such jury participation and shall submit any payment received for such participation to the Employer.
- 29.4 An employee who is required to appear before a judge, magistrate, coroner, police inquiry or any other official or official group or commission in the performance of his/her duties, on a non-scheduled work day, shall be compensated or receive time back at the premium rate.

ARTICLE 30

GRIEVANCE PROCEDURE

- 30.1 The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from misunderstandings that will inevitably develop in the day to day activities of public service are promptly heard and answered and appropriate action is taken to correct the grievance being presented. Punitive action shall not be taken against any employee for submitting a grievance in good faith.
- 30.2 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement nor those matters which are controlled by the City Charter, or by the provisions of the United States or Ohio Constitutions.
- 30.3 A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group, shall process the grievance.
- 30.4 Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by allowing the time requirements of any step to lapse without further appeal.
- 30.5 Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step of the Grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties. For purposes of counting time under this procedure, calendar days shall be used.

All written grievances shall contain the following:

1. Aggrieved employee's name and signature
2. Aggrieved employee's classification
3. Date grievance was first discussed
4. Date grievance was filed in writing
5. Name of supervisor with whom grievance was discussed
6. Date and time grievance occurred
7. Where grievance occurred
8. Description of incident giving rise to the grievance
9. Articles and Sections of Agreement violated
10. Resolution requested

- 30.6 When an employee covered by this Agreement represents himself/herself in a grievance, no settlement shall be in conflict with any provisions of this Agreement. In discipline cases, an employee may be represented by counsel at Steps 4 and 5 at his/her own expense.
- 30.7 The Employer and the Union will develop, jointly, a Grievance Form (See end of this Article), which shall provide the information as outlined in Article 30.6. The Union shall have the responsibility for the duplication, distribution and accounting of the grievance forms.
- 30.8 If the absence of the Shift Commander or Chief delays the grievance procedure in any manner, which adversely affects the time limits, the grievance shall automatically progress to the next step, provided that the employee has made every effort to file a grievance at such a time to avoid a delay in the grievance process.
- 30.9 The following steps shall be followed in the processing of a grievance in order for an alleged grievance to receive consideration.

Step 1: Shift Commander: A grievance must be processed within fourteen (14) calendar days of the date the grievant has knowledge of alleged incident. An oral discussion between the aggrieved employee and his/her supervising Shift Commander is the preliminary step prior to pursuing the formal steps of the grievance procedure. An employee shall be accompanied by and/or represented by a Union representative, of his/her choice, at all steps of the grievance procedure.

Step 2: Shift Commander: If the employee and the Shift Commander are unable to resolve the alleged grievance in Step 1, the employee may process the grievance to Step 2. The grievant will present the alleged grievance, in writing within ten (10) calendar days following the Shift Commander's oral response, using the form jointly developed by the parties (See end of this Article). It shall be the responsibility of the Shift Commander to investigate and provide written answers to the grievant within ten (10) calendar days following the day on which the Shift Commander was presented the written grievance.

Step 3: Fire Chief: If the employee and the Shift Commander are unable to resolve the grievance at Step 2, the employee may process the grievance to Step 3. The grievant must present the alleged grievance to the Fire Chief within ten (10) calendar days following the reply at Step 2. It shall be the responsibility of the Fire Chief to investigate and provide written answers to the grievant within ten (10) calendar days following the day on which the Fire Chief was presented the grievance.

Step 4: City Manager: The employee may process the grievance with the City Manager or his/her designated representative within ten (10) calendar days after receiving the Step 3 reply. The City Manager or his/her designee shall have seven (7) calendar days in which to schedule a meeting, if he/she deems such necessary, with the aggrieved employee. The City Manager or his/her designee shall investigate and attempt to adjust the matter and shall respond to the grievant with a written answer within ten (10) calendar days following the filing of the grievance at Step 4.

Step 5: Arbitration: If the grievance is not satisfactorily resolved at Step 4, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Article.

The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of fourteen (14) calendar days from the date final action was taken on such grievance under Step 4 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Upon receipt of a notice to arbitrate, the Employer and the Union shall appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet and appoint a third disinterested person to act as Arbitrator. In the event the two (2) designated spokespersons cannot agree upon the third person within ten (10) calendar days of the demand for arbitration, either party may request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as Arbitrator in accordance with applicable rules and regulations. The Arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement, and he/she shall be without power and authority to make any decision:
1. Contrary to or inconsistent with or modify or varying in any way the terms of this agreement or applicable laws.
 2. Contrary to, inconsistent with, changing, altering, limiting, modifying any practice, written policy rules or regulations presently or in the future established by the Employer so long such practice, rules, policy, or regulations do not conflict with this agreement.
 3. Concerning the establishment of wage scales rates on new or changed jobs or changes in any wage rates.
 4. Providing agreement for the parties in those cases, where, by their contract, they may have agreed that future negotiations should occur to cover the matter in dispute.
 5. Granting any right or relief of any alleged grievance at any time other than the contract period in which such right originated.
- B. The question of arbitrating a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitration, the alleged grievance will then be heard on its merits before the same arbitrator on the same day.
- C. The decision of the Arbitrator resulting from an arbitration of grievances, hereunder, shall be in writing and sent to the Employer, the Spokesperson, and the grievant. The decision of the Arbitrator shall be final and binding.
- D. The cost of any services of the Arbitrator, the cost of any proofs produced at the direction of the Arbitrator, the fee of the Arbitrator and rent, if any, for the hearing rooms, shall be borne by the losing party. The expenses of any

nonemployee witness shall be borne, if at all, by the party calling them. The fees of the court recorder shall be paid by the party asking for one; such fees shall be split equally if both parties desire a recorder or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

IAFF Local 327
Step 2: Grievance Appeal (Shift Commander Level)

Name of Employee/Rank: _____

Date Grievance First Discussed (Step 1): _____

Date Grievance Filed (Step 2): _____

Nature of Grievance – Article & Section Violated:

Resolution Requested:

Employee Signature: _____

Union Representative Signature: _____

Received By: _____

Date Received: _____

Shift Commander/Fire Chief Answer:

Shift Commander/Fire Chief Signature: _____

Date Signed: _____

ARTICLE 31

SAFETY AND HEALTH

- 31.1 The Employer will continue to exert every reasonable effort to provide and maintain safe and healthy working conditions for every employee. The employee(s) agree(s) that, in the course of performing their regularly assigned duties, they will be alert to unsafe and/or unhealthy practices or conditions and report them to their immediate supervisors for corrective action, within a reasonable amount of time, provided the supervisor determines that an unsafe and/or unhealthy practice or condition exists. A grievance alleging a violation of this Article may be filed directly with the City Manager.

ARTICLE 32

UNIFORM ALLOWANCE

- 32.1 The Employer and Union have agreed to the implementation of a quartermaster system for the provision of uniforms. The Employer has agreed as part of this system to designate at least two (2) vendors for uniforms and one (1) vendor for t-shirts and workout attire. Effective January 1, each year, each member of the Union will be given a credit, at the vendors selected by the Employer, in the aggregate amount of \$1,000. Bargaining unit members may use up to \$500 of this amount on approved uniform items, equipment and/or professional development. Each member of the Union may utilize the credit to purchase annual items from the Uniform and Safety Equipment Replacement List as set forth at the end of this Article and for business expenses, including training opportunities, which shall be as approved by the Fire Chief. The Allowance may be used to purchase approved boots, helmets, safety equipment, and professional development expenses.
- The parties further agree that the Employer shall pay for the purchase of one (1) dress uniform for each member of the bargaining unit who has not previously had a dress uniform provided by the Employer. The Employer will purchase the dress uniform and it will, thereafter, be the responsibility of the member to maintain and/or replace the uniform as the need arises. Dress uniforms shall be inspected in January of each year. Funds for uniform allowance shall not be released until employees pass the dress uniform inspection.
- 32.2 The allowance payable to newly hired employees and to each entitled employee leaving the service of the Employer shall be prorated so that the appropriate allowance is paid only for the actual time of service with the Employer. In addition to the allowance, newly hired employees shall be issued at the employer's cost the uniform items indicated in the Uniform List below with the asterisk (*) and the necessary safety equipment and protective clothing set forth under Article 33. Upon completing their probationary period, employees shall be issued the Class "A" Uniform items lists below.
- 32.3 Upon the approval of the Fire Chief, uniforms damaged or stained in the line of duty, at the scene of a fire or during a response to and from an emergency call will be replaced. Damaged or stained uniforms shall be reported no later than the next duty day after the damage occurred.
- 32.4 Glasses or dentures clearly damaged in the line of duty, where there is no negligence on the part of the employee, will be repaired or replaced by the Employer as determined by the City Manager, provided damage is reported during the shift of occurrence.
- 32.5 The Employer and the Union agree that IAFF Local 327 bargaining unit members shall be permitted to purchase sunglasses through their quartermaster system that meet or exceed the minimum safety standards of *ANSI Z87.1 "Eye and Face Protect – 2003*. In addition, *the sunglasses shall block out at least 99% of both UV-A and UV-B radiation.*
- 32.6 The Employer and the Union agree to continue the less restrictive uniform policy that allows firefighters to wear t-shirts, sweat shirts and duty shirts.
- 32.7 Any employee that changes rank will be issued one (1) job shirt.
- 32.8 The ordering of quartermaster items may be done between January 1st and November 30th of each calendar year.

Uniform and Safety Equipment Replacement List

Pants/Shorts/Belt

- Duty Pants and/or Shorts *(2 for new hires)
- Black Belt
- "Under Armour" Cold Weather Type
Pants

Shirts

- Duty Shirt - Short Sleeve *
- Duty Shirt - Long Sleeve
- Polo Shirt
- T-shirt - Short Sleeve (no pocket) *(5 total for
new hires)
- T-shirt - Long Sleeve*

Sweatshirts/Cold Gear Shirts

- Regular Sweatshirt
- Hooded Sweatshirt
- Job shirt
- Mock Turtleneck
- "Under Armour" Cold Weather Type
Shirt

Athletic Clothing

- Shorts
- Pants

Socks

- Long Black
- Short Black

Shoes & Boots

- Athletic (1 pair/year)
- Duty Boots (1 pair/year) – polishable or
non-polishable
- Duty Shoes (1 pair/year) – polishable or
non-polishable

Hats

- Ball Cap
- Stocking Cap
- Skull Cap

Badges

- Shirt *
- Coat *

Coats

- EMS Coat w/Liner *
- EMS Coat Liner
- Duty Champ Coat

Class "A" Uniform

- Jacket
- Pants
- White Dress Shirt
- Tie
- Hat
- White Gloves
- Black Dress Shoes
- Raincoat
- Service Stars, Stripes, Buttons
- Garment Bag

Firefighting/EMS Gear

- Helmets (credit for normal replacement
cost)
- Fire Boots (credit for normal
replacement cost)
- Hoods (firefighting)
- Gloves (firefighting, technical and/or
specialized rescue)
- Suspenders (firefighting)
- Safety Glasses ~~(\$70 maximum)~~ *
- Sunglasses
- Flashlights ~~(1 every 2 years or
unconceivable)~~ *
- Knives and/or Multi-tools
- Bags (gear, mask, station) –
Departmental approved
- Dive Gear (mask, fins, snorkel, gloves,
tools)
- Firefighting/EMS/Rescue tools that
could be used while performing duties
for Sandusky Fire Department
~~(\$100 maximum)~~

Linens – Departmental Approved (1 each/year)

- Bed linens (sheets, pillowcase, blanket,
pillow) *

ARTICLE 33

SAFETY EQUIPMENT AND PROTECTIVE CLOTHING

- 33.1 The Employer shall provide and maintain safety equipment and clothing to be utilized by employees in the performance of their job duties. Such equipment and clothing will include that which is currently provided and is not necessarily limited to the following:
- 1) Traditional Helmets
 - 2) Gloves
 - 3) Bunker pants
 - 4) Bunker coat
 - 5) Respiratory apparatus
 - 6) Nomex hoods
 - 7) Flashlights
 - 8) Approved leather firefighting boots
 - 9) Public Safety Vests
 - 10) Safety glasses
 - 11) EMS squad coats
- 33.2 The Employer shall repair or replace all protective clothing or equipment clearly damaged or lost in the line of duty. Damaged equipment and protective clothing shall be reported no later than the end of the next duty day after the damage or loss occurred. Articles may also be replaced when worn out as approved by the Employer.
- 33.3 The safety equipment and protective clothing listed in Article 33.1 will be replaced based on NFPA or manufacturer safety standards and time limits or as stated in Article 33.2.

ARTICLE 34

STAFFING COMMITTEE

- 34.1 Once a calendar year and at the request of the Union, but no more than three (3) times per calendar year, two (2) representatives of the Union, the Fire Chief, the City Manager and one (1) additional representative of the Employer shall meet regarding staffing of the Fire Department., and if a majority consensus is reached, issue recommendations on potential improvements in Fire Department staffing for consideration by the Employer. The recommendations shall be issued to the City Manager for review within ninety (90) calendar days of the Staffing Committee's first meeting date. The Employer shall issue a written response to the recommendations within thirty (30) calendar days of receipt of the Committee's recommendations.

ARTICLE 35

MILEAGE and TRAVEL ALLOWANCE

- 35.1 When an employee of the Fire Department is required and approved by the Employer to travel in the performance of his/her duties: to attend mandatory training or seminars; to attend an official hearing; or any other task or responsibility arising from his/her employment, he/she shall be furnished a department vehicle if one is available. Should a vehicle not be available, or at management's discretion, the employee shall be reimbursed for use of his/her private vehicle at the mileage rate established by the Internal Revenue Service. For purposes of this Section, employees shall be covered by the Employer's Workers' Compensation policy for all travel time.

ARTICLE 36

EDUCATIONAL DIFFERENTIAL/TUITION REIMBURSEMENT

- 36.1 Each employee in the bargaining unit shall be entitled to additional compensation of two percent (2%) of base pay for one (1) completed year or four percent (4%) of base pay for two (2) completed years of accredited college courses in Fire Science and/or Fire Administration, Public Administration, or Business Administration, on approval by the City Manager. Forty-five (45) quarter hours of credit of "C" average or above shall constitute a completed year.

Payments made under this section shall be pro-rated based on the date the employee receives the degree. For new hires who have one of the degrees, payment shall be pro-rated based on the employee's hire date.

- 36.2 The Employer shall pay the cost of any books, fees, and tuition for work related courses as required by the Employer.

- 36.3 Employees attending such courses during their normal work schedule shall receive their normal rate of pay. Employees attending courses during their non-scheduled work time shall receive a choice of either compensatory time or the appropriate overtime for such hours, including travel time, hours in class, meal time and break time at the premium rate. Compensatory time shall be scheduled off in accordance with departmental procedure. This section is subject to the provisions contained in Section 36.6 as they relate to the maintenance of a certified paramedic status.

- 36.4 Personnel assigned to a forty (40) hour work week to attend assigned training shall be compensated overtime at the appropriate rate for all hours accumulated over the forty (40) hours. All time accumulated means all travel time, mealtime, breaks, and class time. Compensation shall be in the form of compensatory time or cash at the forty (40) hour rate. This shall be the employee's option. Meal time may be included in the forty (40) hour period should the actual class time be less than forty (40) hours, however should the time spent in training exceed forty (40) hours the inclusion of meal time is not applicable.

- 36.5 Those personnel assigned to the FF I and FF II Certification School shall be compensated at the appropriate rate for miles traveled for each weekly trip down and back and shall be given compensatory time for each weekly trip down and back.

- 36.6 Each employee in the bargaining unit shall be entitled to additional compensation of 6% of the Class A firefighter rate for time spent in obtaining and maintaining a certified Paramedic Status. The employee shall be paid the proportionate share of the compensation set forth herein for years in which the employee does not have the paramedic certification for the entire year. For example, if an employee has the certification only three (3) months of the calendar year they would receive 3/12th of the compensation due hereunder.

New hires with a paramedic certification shall receive a pro-rated payment under this section based on their hire date.

It shall be the responsibility of each employee to keep track of and satisfy all requirements for the maintenance of a certified paramedic status. The Employer has available in-house training which will provide the necessary credits to comply with the Continuing Educational requirements for paramedics. Employees must utilize these courses in order to maintain their Paramedic Status. Employees who fail to utilize the in-house training shall be solely

responsible for obtaining the necessary credits and shall be required to pay all outside tuition costs and shall not be entitled to compensation for attendance at these outside courses. An employee who fails to obtain and maintain a certified paramedic status shall not be entitled to the additional compensation listed herein.

- 36.7 All payments under this Article shall be paid in the second pay period in February and eligibility shall be based on the prior calendar year (January 1 - December 31).
- 36.8 In the event that the Employee leaves employment with the Employer, for any reason other than full retirement or disability retirement, within three (3) years of the date of the payment for an expenditure related to initial firefighter and/or EMT certification at any level for new employee members and for all union members for non-mandatory education or training, the employee shall be required to reimburse the Employer for such costs upon the following schedule: If the employee leaves within one (1) year of the date on which the expenditure is incurred, the employee shall reimburse the Employer for 100% of the costs incurred; within two (2) years, 75%; and within three (3) years, 50%. Reimbursable costs shall include tuition, books, educational materials and related lodging and per diem expenses.

ARTICLE 37

**HEALTH and LIFE INSURANCE PLAN
and
LINE OF DUTY DEATH BENEFITS**

37.1

The Employer will fund a health and life insurance benefit plan (hereinafter referred to as the “Buy-up Plan”) for each covered employee as set forth in Appendix B, subject to modification as set forth herein.

Bargaining unit employees shall pay one hundred and twenty dollars (\$120.00) per pay period for family coverage and seventy dollars (\$70.00) per pay period for single coverage. The Employer has the right to reopen negotiations if the Employer premiums for health insurance increase fifteen (15%) percent.

Dental and Vision coverage will continue at current levels as more fully described in the attached plan summary and henceforth, dental and vision coverage may be subject to modification as set forth herein

The plan will continue to provide life insurance coverage equal to the employee’s base salary up to an amount not to exceed \$50,000 per year.

37.2

There shall be an Employer health insurance committee to review coverage and make recommendations for benefits in the following calendar year. The committee shall consist of one (1) voting representative from each of the labor organizations representing the Employer’s employees and an equal number of representatives of the Employer. The committee may discuss, and by majority agreement, issue recommendations regarding a change in health care providers or insurers or modifications to the existing schedule of benefits (Appendix B), including dental and vision benefits. However, the committee’s recommendations are not binding on the parties and any changes in health care benefits continue to be subject to good-faith bargaining and agreement by the parties.

The committee shall meet at least once annually before October 1st to address any issues with the health insurance plan and once after bids for a change in health insurance have been received. Either the Employer or any member of the committee can request an additional meeting at any time.

Should the Employer’s cost to maintain the existing schedule of benefits exceed a 15% increase in annual cost from the preceding year or there is a majority vote by the committee to change the schedule of benefits and either of the parties have rejected the committee’s recommended changes, the Employer may request reopener negotiations concerning proposed modifications to the schedule of benefits set forth under Appendix B. The Employer shall endeavor to make such a request in writing to the Union at least ninety (90) days before, but no less than sixty (60) days before any proposed change may take effect. As a part of any such negotiations, IAFF Local 327 may counter-propose equivalent economic offsets to a proposed increase in employee costs. Any impasse between the parties in such reopener negotiations shall be resolved as set forth herein.

The parties shall meet for the reopener negotiations within thirty (30) days of the filing of the notice to negotiate for the reopener. If the parties are unable to reach an agreement, the outstanding issues shall be resolved through a conciliation hearing. Conciliation shall be initiated by requesting a list of five (5) conciliators from the State Employment Relations Board, with the conciliator being selected through an alternate strike method. The list of conciliators may be requested by either party any time after one (1) meeting between the parties. The conciliation decision shall be issued within two (2) weeks of the hearing. The procedures for conciliation set forth in Chapter 4117 of the Ohio Revised Code and applicable regulations shall apply, except as expressly superseded herein. The conciliation decision shall be final and binding in accordance with Chapter 4117.

For purposes of the reopener negotiations, the provisions of R.C. 4117.14(G)(11) shall not apply. The parties waive the fact-finding process for these reopener negotiations.

- 37.3 An employee will be eligible to receive health insurance benefits the day following completion of thirty (30) days of employment. To be a covered employee, the employee must be in active status as of the first working day of the month. If an employee returns to active pay status before the end of the month, the employer portion of the health insurance premium that was paid by the employee shall be refunded.
- 37.4 The health benefits for covered family and dependents of an employee who has been killed in the line of duty shall continue for a period of one (1) year from the date of death of the employee without premium contribution from the employee's family and/or dependents. Further, the Employer shall pay the funeral expenses for the deceased firefighter at a cost up to Eight Thousand Five Hundred Dollars (\$8,500.00).
- 37.5 As a sign of respect and in good faith by the Employer, an employee who dies in the line of duty shall be promoted posthumously to the next highest pay grade, Firefighter to Lieutenant, Lieutenant to Captain, or Captain to Battalion Chief. All payouts owed to the employee shall be calculated and paid at the posthumously promoted pay grade.
- 37.6 "In the line of duty" as used in this Article shall be defined as a death that is the direct result of a traumatic injury sustained at or in the course of an emergency.
- A. Examples of *in the line of duty death* circumstances include, but are not limited to, the following:
- i. Deaths directly resulting from traumatic injuries sustained during response to, at the scene of, or during return from an emergency incident including but not limited to fires, emergency medical calls, hazardous materials incidents, natural disasters, technical rescue incidents, and search and rescue missions;
 - ii. Deaths directly resulting from traumatic injuries sustained while engaged in department authorized emergency training drill;
 - iii. Deaths directly resulting from a cardiovascular event that occurs immediately after, or within 24 hours of, returning from an emergency response.
- B. Examples of circumstances that are *not in the line of duty deaths for posthumous promotion* include, but are not limited to, the following:

- i. Deaths that occur while the firefighter was engaged in a non-emergency fire department duty, i.e. – station or apparatus maintenance, special event standby assignments, parades, community service details, fundraising events, etc.;
- ii. Deaths that occur during the firefighter’s commute to/from their place of employment;
- iii. Deaths where there is a report of alcohol or controlled substance involvement on behalf of the deceased employee or the actions taken were in violation of department policies or procedures.

37.8 Alternative Plan Offerings. Notwithstanding the provisions above, which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage programs. The costs, contribution rates, and/or the terms and conditions of said alternative programs shall be at the discretion of the employer and may be subject to change. In the event of changes in the cost, contribution rates, and/or terms and conditions of such alternative programs, employees shall be notified of such changes thirty (30) days in advance of the effective date of such changes and may withdraw from said program and shall be entitled to enrollment in the Buy-up Plan.

ARTICLE 38

WAGES (See end of this Article)

38.1	Effective January 1, 202 5 <u>2</u>	<u>5</u> 2 .0% increase
	Effective January 1, 2026	5.0% increase
	Effective January 1, 2027	5.0% increase

~~38.2~~ Either party may re-open the contract for the purposes of negotiating wage rates by giving written notice to the other party by October 31, 202~~2~~.

~~Should neither party open the contract, there shall be a 3% increase effective 1-1-23.~~

~~38.3~~ If the collective bargaining agreement is not re-opened pursuant to Section 38.2 above, either party may re-open the contract for the purposes of negotiating wage rates by giving written notice to the other party by October 31, 2023.

~~Should neither party open the contract, there shall be a 2% increase effective 1-1-24.~~

~~The re-openers herein shall proceed in accordance with the procedures in Section 37.2 above.~~

The pay raises set forth in this contract shall be payable in and effective for the first payday of the designated year.

38.2~~4~~ The Employer further agrees to establish a thirteen (13%) percent differential between ranks. (Does not include Fire Marshal, this is a designated pay rate of 10% over firefighter class A)

38.3~~5~~ The Employer will maintain a pension "Pick-up" plan in accordance with Internal Revenue Service regulations and Ohio Attorney General Opinions, whereby State and Federal Income Taxes on employee pension contributions by all bargaining unit members are deferred.

38.4~~6~~ Starting wages for new hires, depending on certification, and base wage for Class A Firefighter effective the first payroll of 202~~5~~2 and annual wage adjustments shall be as illustrated in the table at the end of this Article.

38.5~~7~~ Pay shall be distributed via direct deposit. Direct deposit shall be mandatory for all members of the bargaining unit.

~~38.8~~ In recognition of the extraordinary service during the past pandemic, the City will make a one-time payment as follows:

~~The City shall pay the sum of five hundred dollars (\$ 500.00) to each bargaining unit member having two (2) years of service as of 12-31-21 who remain employed as of the date of ratification of this Agreement.~~

~~The City shall pay the sum of two hundred fifty dollars (\$ 250.00) to each bargaining unit member having less than two (2) years of service as of 12-31-21 who remain employed as of the date of ratification of this Agreement.~~

~~Said payment shall be made in the first pay period commencing after ratification of this Agreement.~~

Wage Sheet

UNION CODE 3
INTERNATIONAL ASSOC OF FIRE FIGHTERS - WAGES

CODE/RNG/STP			% OF CLASS B FIREFIGHTER	JAN 2025	JAN 2026	JAN 2027
				5.00%	5.00%	5.00%
FIREFIGHTER	ANNUAL	New hire-No training	66.517%	\$ 47,767	\$ 50,156	\$ 52,664
	BIWEEKLY			1,837.21	1,929.07	2,025.52
	6000 19 A (80) HOURLY		40 HR	22.9651	24.1135	25.3190
	6510 19 A (102)		51 HR	18.0118	18.9124	19.8582
FIREFIGHTER	ANNUAL	New hire-has f/f or paramedic cert	69.524%	\$ 49,927	\$ 52,423	\$ 55,044
	BIWEEKLY			1,920.26	2,016.28	2,117.09
	6000 19 B (80) HOURLY		40 HR	24.0032	25.2035	26.4636
	6510 19 B (102)		51 HR	18.8261	19.7674	20.7558
FIREFIGHTER	ANNUAL	New hire-has f/f and paramedic cert	83.275%	\$ 59,802	\$ 62,792	\$ 65,931
	BIWEEKLY			2,300.06	2,415.07	2,535.82
	6100 20 A (80) HOURLY		40 HR	28.7508	30.1884	31.6978
	6550 20 A (102)		51 HR	22.5497	23.6772	24.8610
FIREFIGHTER	ANNUAL	Automatic after 2 yrs		\$ 71,812	\$ 75,403	\$ 79,173
	BIWEEKLY			2,762.00	2,900.12	3,045.12
	6100 20 B (80) HOURLY		40 HR	34.5250	36.2515	38.0641
	6550 20 B (102)		51 HR	27.0786	28.4326	29.8542
			CLASS DIFFERENTIAL			
LIEUTENANT	ANNUAL		13%	\$ 81,148	\$ 85,205	\$ 89,466
	BIWEEKLY			3,121.08	3,277.13	3,440.99
	6200 21 B (80) HOURLY		40 HR	39.0135	40.9642	43.0125
	6650 21 B (102)		51 HR	30.5987	32.1287	33.7352
CAPTAIN	ANNUAL		13%	\$ 91,696	\$ 96,282	\$ 101,096
	BIWEEKLY			3,526.81	3,703.16	3,888.31
	6300 22 B (80) HOURLY		40 HR	44.0851	46.2896	48.6039
	6750 22 B (102)		51 HR	34.5766	36.3056	38.1207
BATTALIAN CHIEF	ANNUAL		13%	\$ 103,617	\$ 108,799	\$ 114,239
	BIWEEKLY			3,985.29	4,184.57	4,393.79
	6400 23 B (80) HOURLY		40 HR	49.8161	52.3071	54.9224
	6850 23 B (102)		51 HR	39.0715	41.0252	43.0764
		Working Out of Class Rate - Firefighter working as Lieutenant:		3.5201	3.6961	3.8810
		Working Out of Class Rate -Lieutenant working as Captain:		3.9779	4.1769	4.3855

ARTICLE 39

LONGEVITY

39.1 As a means of rewarding employees for loyal service and to serve as an incentive for retaining those employees, the Employer will pay to the employees who have completed three (3) full years of continuous service as of December 1 of each calendar year, the following amounts:

1-5 years	\$ 4 ² 5.00 per year
6-11 years	\$ 5 ³ 5.00 per year
12-17 years	\$ 7 ⁵ 0.00 per year
18 and over	\$ 8 ⁶ 5.00 per year

39.2 The amount shall be included in the payroll period that includes the 22nd pay period.

ARTICLE 40

SEVERABILITY

- 40.1 This Agreement is subject to the City Charter and all applicable Federal and State laws, or judicial decisions interpreting them. In event any provision of this Agreement is found to be contrary to the above by a court, tribunal, or official of competent jurisdiction, it shall be of no further force and effect. The parties will meet, within a reasonable amount of time, to discuss any such invalidated provision(s).
- 40.2 This Agreement shall in no way abrogate, suspend, waive or violate any of the provisions set forth in Chapter 4117 of the Ohio Revised Code as to any rights, privileges of duties of the exclusive employee representative or the Employer.

ARTICLE 41

WAIVER IN CASE OF EMERGENCY

- 41.1 In cases of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Sandusky, the Federal or State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:
- A. Time limits for the Union's or the management's replies on grievances;
 - B. All rules and regulations and/or agreements and practices relating to the assignment of all employees.
- 41.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 42

DURATION OF AGREEMENT

- 42.1 This Agreement shall remain in full force and effect from January 1, 2025~~2~~ until December 31, 2027~~4~~ unless otherwise terminated as provided herein.
- 42.2 If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration day, not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- 42.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.
- 42.4 This Agreement constitutes the entire Agreement between the parties, and all other Agreements either written or oral are hereby cancelled.
- 42.5 However, nothing in this Article shall preclude the parties from mutually agreeing to amend or modify this Agreement, provided such amendment or modification is reduced to writing and signed by the parties.

ARTICLE 43

WORKING OUT OF CLASSIFICATION

- 43.1 If a firefighter works for at least one (1) hour during any twenty-four (24) hour shift as an Acting Lieutenant, he or she shall be paid for that period at the higher rate of pay for each hour worked in that capacity. The Fire Chief shall decide assignment based on established guidelines administered by the Fire Chief or his/her designee.
- 43.2 For illness, injury, etc., to a Battalion Chief that results in him/her missing ten (10) consecutive twenty-four (24) hour duty shifts, the Captain would become the Acting Battalion Chief at the Battalion Chief's rate of pay and carry out all duties of that rank until the Battalion Chief returns to duty.
- When a vacancy exists at the Battalion Chief level that necessitates promotional testing to fill the position, the affected Captain will be made Acting Battalion Chief at the Battalion Chief's rate of pay and carry out all duties of that rank immediately.
- 43.3 If a Lieutenant works for at least one (1) hour during any twenty-four (24) hour shift as an Acting Captain/Shift Commander, he or she shall be paid for that period at the higher rate of pay for each hour worked in that capacity. The Fire Chief shall decide assignment based on established guidelines administered by the Fire Chief or his/her designee.
- 43.4 If a certified promotional eligibility list expires that list shall be used to establish a Working Out of Classification ("WOC") list for that rank until the new eligibility list for that rank is certified. Seniority in rank shall only be used to fill a WOC when there are no available individuals on a current promotional eligibility list or WOC list.

ARTICLE 44

DRUG FREE WORKPLACE

- 44.1 The parties to this Agreement acknowledge that, pursuant to Federal Law, the City of Sandusky has established a policy of maintaining itself as a Drug Free Workplace. Pursuant to said policy, therefore, the parties agree:
- A. That the unlawful manufacture, distribution, dispensing, possession, or use of controlled substance in the workplaces of the City of Sandusky is prohibited;
 - B. That as a condition of employment with the City of Sandusky, employees of the City of Sandusky will abide by the policy set out in item A above, and will also notify the City of Sandusky of any criminal drug statute conviction for a violation occurring in the workplace, and that said notification shall be made within a period of five (5) days after said conviction;
 - C. That an employee who violates the requirements of this Section shall be subject to reasonable disciplinary action and, in addition to such disciplinary action, the City of Sandusky may mandatorily refer violators who have engaged in substance abuse to the Employer's Assistance Program for diagnosis and treatment at the Employer's expense;
 - D. That the City of Sandusky shall provide notice of the content of this policy to each employee;
 - E. To the adoption of the City of Sandusky's Drug-Free Workplace Policy which is incorporated herein and attached hereto as Appendix ~~D~~C. The parties further agree that members of the bargaining unit shall be subject to all terms and conditions of the Drug-Free Workplace Policy and shall be subject to Random Drug Testing. The Random Drug Testing program shall be administered in accordance with the Drug-Free Workplace Policy.

ARTICLE 45

PROMOTIONAL TESTING

- 45.1 The Union and the Employer agree that, except as modified herein, promotions within the Fire Service shall be governed by local Civil Service Rules and the Ohio Revised Code as they currently exist or as they are from time to time amended.
- 45.2 The Union and the Employer agree that the Employer shall determine the method of testing or review for vacant positions. Testing shall include a written test and may include structured oral examinations, which the scoring will be weighted 50% - 50% between the written and oral examination. Testing shall be administered by a qualified assessment center. The assessor shall be selected from a list established by a Joint Labor-Management Committee. If the Employer utilizes an assessment center in the administration of an examination, the Union and the employees will be notified in the notice of the examination of such.
- 45.3 Written promotional exams shall be administered for the position of Lieutenant every two years sixty (60) days prior to the expiration of the current list. The Employer shall provide at least sixty (60) days advance notice of the exam.

ARTICLE 46

LAYOFF AND RECALL

- 46.1 The Employer may layoff bargaining unit employees and/or abolish positions due to lack of funds, lack of work or reorganization of the department. The Employer shall notify the Union and affected bargaining unit members at least fifteen (15) calendar days in advance of such layoffs. Upon request, the Employer shall meet with the Union to discuss the impact of the layoffs on the bargaining unit.
- 46.2 Layoffs shall be based on an employee's seniority with the Employer. In the event layoffs include officer positions, the least senior officers based on seniority within the affected classification(s) shall be subject to layoff. An officer who is subject to layoff under this Article shall have the right to displace a less senior employee based on length of service with the Sandusky Fire Department in the next lower rank or in successively lower ranks if applicable.
- 46.3 An employee who is laid off from the Employer shall be entitled to pay out of all earned but unused vacation leave (with at least one year of service), compensatory time and pro-rated holiday pay.
- 46.4 An employee who is laid off retains his/her right to reinstatement for two (2) years from the date of his/her layoff. Employees shall be recalled, if applicable, in the inverse order of their layoff provided they are presently qualified to perform the work for which they are recalled.
- An employee who is demoted from his/her position as a result of a layoff or job abolishment has a right to reinstatement to his/her former position for up to three (3) years from the date of such demotion. The Employer shall not fill any bargaining unit positions through testing until all employees on the recall list(s) have been offered the opportunity to be reinstated to their former position.
- 46.5 Notice of recall shall be sent by certified mail to the last mailing address provided by the employee. The employee shall have ten (10) calendar days following the date of the recall notice to inform the Employer of his/her intention to return to work. Bargaining unit employees shall have fifteen (15) calendar days from the date of the recall notice to return to work unless the parties agree to other arrangements.
- 46.6 Bargaining unit employees who are laid off and later reinstated under this Article shall retain the seniority they had at the time of the layoff, but shall not be given credit for the time spent on layoff status.
- 46.7 The parties agree that layoffs or demotion under this Article may only be challenged through the grievance/arbitration provision of this Agreement. The Sandusky Civil Service Commission shall have no authority to review layoffs or demotions of bargaining unit members.

ARTICLE 47

FIRE DEPARTMENT STAFFING

- 47.1 To address staffing concerns and provide for the safety of the Firefighters and the citizens of the City of Sandusky, the City shall maintain a staffing level of forty-eight (48) bargaining unit members employed in emergency response positions (twenty-four [24] hour shift positions).
- 47.2 In the event a permanent vacancy drops the emergency response staffing below forty- eight (48) bargaining unit members, the City shall fill the vacancy within ninety (90) days of the vacancy occurring. In the event of circumstances that prevent the City from filling the vacancy within the 90-day period, the Union and the City may agree to extend the 90- day period to a specific date. The Union shall not unreasonably withhold an agreement on an extension. The City shall not unreasonably delay filling the vacancy.

~~The City shall initially have until December 31, 2022 to satisfy the staffing required by this Article.~~

- 47.3 The above minimum staffing requirement shall be temporarily waived upon the following conditions: (1) the City has already laid off seasonal, part-time, and 5.0% of the total full- time non-safety service employees (as calculated at the time of the full- time layoffs); and (2) the City's total General Fund balance, including reserve funds, as of the date the City issues notice of layoff or abolishment for any IAFF Local 327 bargaining unit member or position, is less than 15.0% of the total available cash balance (General Fund and reserve funds) divided into total General Fund expenditures, compared to the same date twelve (12) months prior; and (3) the combined revenues of the City's tax revenue (income, admissions, lodging, parking, boat, dock, property, regardless of the fund deposited) plus revenues from fees and charges for services, as of the effective date the City issues notice of layoff or abolishment for any IAFF Local 327 bargaining unit member or position, have decreased by 10.0% compared to the same date twelve (12) months prior.

Any layoff or abolishment of a bargaining unit member/position shall be in accordance with the terms of Article 46 except as otherwise expressly stated in this Article.

The temporary waiver of the minimum staffing requirement shall remain in effect until any laid off City employee is recalled, or new employee is hired (seasonal, part- time, full-time), at which point the above minimum staffing requirement shall be effective.

2025~~2~~-2027~~4~~ AGREEMENT BETWEEN IAFF LOCAL 327 AND CITY OF SANDUSKY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this _____ day of _____, 2025~~3~~.

FOR THE EMPLOYER

FOR IAFF

Dick Brady, Commission President

~~James Snyder~~ Jon Secue, President IAFF 327
Negotiation Committee

John Orzech, City Manager

~~Jack Felter~~ Jacob Taylor, Vice-President IAFF 327
Negotiation Committee

Michelle Reeder, Finance Director

~~Andrew Pettay~~ John Secue, Secretary/Treasurer
IAFF 327
Negotiation Committee

Mario D'Amico, Fire Chief

Approved as to Form and Correctness

~~Dana Portentoso~~ Chris Bodle, IAFF Negotiator
Negotiation Committee

Stewart Hastings, Law Director

Date Signed: _____

~~Matt Cox, IAFF Negotiator~~
~~Negotiation Committee~~

~~Dana Portentoso, IAFF Negotiator~~
~~Negotiation Committee~~

~~Jacob Wooten, IAFF Negotiator~~
~~Negotiation Committee~~

~~Matthew Lesch, IAFF Negotiator~~
~~Negotiation Committee~~

Appendix A

FMLA Policy

**POLICY OF
THE CITY OF SANDUSKY
ON THE FAMILY MEDICAL LEAVE ACT**

I. POLICY

It is the policy of the City of Sandusky that employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993 (FMLA).

A. Definitions

As used in this policy, the following terms and phrases shall be defined as follows:

1. Family and/or Medical Leave of Absence – an approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:
 - (a) upon the birth of an employee’s child and in order to care for the child;
 - (b) upon the placement of a child with an employee for adoption or foster care;
 - (c) when an employee is needed to care for a family member who has a serious health condition; or
 - (d) when an employee is unable to perform the functions of his/her position because of the employee’s own serious health condition.
2. Per Year – a rolling twelve (12) month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the City of Sandusky will compute the amount of leave the employee has taken under this policy and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time. For example, if an employee used four weeks of FMLA leave beginning February 4, 1996, and four weeks beginning June 1, 1996, and four weeks beginning December 1, 1996, the employee would not be entitled to any additional leave until February 4, 1997.
3. Serious Health Condition – any illness, injury, impairment, or physical or mental condition that involves:
 - a. Inpatient care
 - b. Any period of incapacity of more than three (3) calendar days that Also involves:
 - (1) two (2) or more treatments by a health care provider; or
 - (2) treatment by a health care provider on one occasion that results in a regimen of continuing treatment under the supervision of a health care provider

- c. Any period of incapacity due to pregnancy or for prenatal care
 - d. A chronic serious health condition which
 - (1) requires periodic visits for treatment to a health care provider;
 - (2) continues over an extended period of time; and
 - (3) may be periodic rather than a continuing incapacity
 - e. Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e. terminal stages of a disease, Alzheimer's disease, etc.)
 - f. Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three (3) days at a later date without medical intervention at the present time (i.e. chemotherapy for cancer, dialysis for kidney disease, etc.)
4. Licensed Health Care Provider – a doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and other as specified by law.
5. Family Member – as defined in the sick leave ordinance or as per union contract.

B. Leave Entitlement

1. To be eligible for leave under this policy, an employee must meet all of the following conditions:
 - (a) The employee must have worked for the City of Sandusky for at least twelve (12) months, or fifty-two (52) weeks. The twelve (12) months, or fifty-two weeks (52) weeks, need not have been consecutive; and
 - (b) The employee must have worked at least 1250 hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin; and
 - (c) The employee must work at a location where the City of Sandusky employs fifty (50) or more employees within a seventy-five (75) mile radius.
2. The entitlement to FMLA leave for the birth or placement for adoption or foster care of a child shall expire at the end of the twelve (12) month period beginning on the date of such birth or placement.
3. Spouses who are both employed by the City of Sandusky are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, or for the care of a family member with a serious health condition.
4. An employee may only take FMLA leave because of his/her own serious health condition if such condition renders the employee unable to perform the functions of the his/her position.

C. Use Of Leave

1. The provisions of this policy shall apply to all family and medical leaves of absence as follows:

(a) Generally

- (1) Whether the leave is paid, unpaid, or a combination of both, an employee is only entitled to a total of twelve (12) weeks of leave under the FMLA. If an employee has accrued paid leave, the employee must use such accrued paid leave, as set forth below:
 - Shall take accumulated sick time and upon its expiration
 - Shall take vacation time and upon its expiration
 - Shall take accumulated personal and/or Kelly days, upon its expiration
 - The employee may elect to use accumulated comp time
 - And the remainder of the twelve (12) weeks shall be unpaid leave
- (2) Employees will be required to exhaust all accumulated leave as allowed by law prior to being granted leave without pay for FMLA leave requests. In addition, any time off that may, by law, be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.

(b) FMLA Leave Use for Birth of an Employee's Child

- (1) An employee who is taking leave for the birth of the employee's child must first use all available accrued paid vacation and personal leave prior to being eligible for unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy, the employee will also be required to exhaust all of the employee's sick leave prior to being eligible for unpaid leave for the remainder of the twelve (12) week period. [Note: see number (5) below for information on disability leaves.]

(c) FMLA Leave Use for Placement of a Child for Adoption or Foster Care

- (1) An employee who is taking leave for the placement of a child with him/her for adoption or foster care must first use all available accrued paid vacation and personal leave prior to being eligible for unpaid leave for the remainder of the twelve (12) week period.

(d) FMLA Leave Use Because of the Employee's Own Serious Health Condition or the Serious Health Condition of a Family Member

- (1) An employee who is taking leave because of the employee's own serious health condition or the serious health condition of a family member must use all available accrued paid vacation, personal and sick leave prior to being eligible for unpaid leave for the remainder of the twelve (12) week period.

(e) FMLA Leave and Disability / Workers' Compensation Plans or Programs

- (1) An employee who is eligible for FMLA leave because of his/her own serious health condition may also be eligible for either temporary disability or workers' compensation. Regardless of whether or not an employee is on either program, the City of Sandusky may designate the absence as FMLA leave and count it against the employee's twelve (12) week FMLA

entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these are compensated absences, if the employee participates in such a program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the City of Sandusky require him/her to do so, while the employee is receiving compensation from such a program.

- (2) Disability leave for the birth of a child is considered FMLA leave for a serious health condition of the employee and will be counted against the employee's twelve (12) week FMLA entitlement. As described above, because the leave pursuant to a temporary disability is compensated, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the City of Sandusky require him/her to do so, while the employee is receiving compensation from such a program.

D. Procedures for Requesting FMLA Leave

- (1) Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or, if this is not possible, as soon as practicable. If the employee fails to provide thirty (30) days notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the City of Sandusky receives notice.
- (2) Requests for FMLA leave must be submitted on a standard leave form prescribed by the City of Sandusky. The City of Sandusky will determine whether the leave qualifies as FMLA leave, designate it as leave that counts against the employee's twelve (12) week entitlement, if appropriate, and notify the employee that the leave has been designated as FMLA leave.
- (3) When a request is made for a foreseeable FMLA leave due to a serious health condition of either the employee or a member of the employee's family which involves planned medical treatment, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the operations of the City of Sandusky, subject to the approval of the health care provider of the employee or the employee's family member.

E. Certification of Need for FMLA Leave

- (1) An employee requesting FMLA leave due to a serious health condition of the employee or his/her family member must provide a doctor's certification of the serious health condition. Such certification shall be submitted at the time FMLA leave is requested, or when the need for leave is not foreseen, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation as required by the City of Sandusky at the time FMLA leave is requested.
- (2) The City of Sandusky, in its discretion, may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the City of Sandusky. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the City of Sandusky. If the first and second opinion differ, the City of Sandusky, at its own expense, may require the binding opinion of a third health care provider, approved jointly by the City of Sandusky and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

- (3) Employees who request and are granted FMLA leave due to a serious health condition of the employee or his/her family member may be required to submit periodic written reports to the City of Sandusky, in order to assess the continued qualification for FMLA leave.
- (4) The City of Sandusky may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.) or if the City of Sandusky receives information that casts doubt on the employee's stated reason for the absence.
- (5) The employee must provide the requested additional reports to the City of Sandusky within fifteen (15) days, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. Any costs associated with the additional reports requested by the City of Sandusky shall be at the employee's expense.

F. Intermittent / Reduced Schedule Leave

- (1) When medically necessary, an employee of the City of Sandusky may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition of the employee or a serious health condition of an employee's family member. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee. In all cases, the FMLA leave granted to any employee shall not exceed a total of twelve (12) weeks per year.

Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or, if this is not possible, as soon as practicable.

- (2) To be entitled to leave on an intermittent or reduced schedule basis, the employee must, at the time such leave is requested, submit additional certification as prescribed by the City of Sandusky which establishes the medical necessity for such intermittent or reduced schedule leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts which support the medical necessity for taking FMLA leave on an intermittent or reduced schedule. The employee must meet with his/her supervisor and/or the Director of Administrative Services to discuss the intermittent or reduced schedule leave.
- (3) An employee who requests and is granted FMLA leave on a intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.
- (4) An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the City of Sandusky.

G. Employee Benefits

- (1) Except as provided below, while an employee is on FMLA leave, the City of Sandusky will continue to pay the employer portion premiums for any life, medical, vision, and dental insurance benefits which the employee receives through the City of Sandusky, under the same terms and conditions as if the employee had continued to work throughout the leave. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave.
- (2) The City of Sandusky will not continue to pay the employer portion of premiums for any life, medical care, vision and dental insurance benefits which the employee receives through the City of Sandusky, if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums, if any, or, if the employee's payment for his/her portion of the premium is late by more than thirty (30) days.
- (3) If the employee chooses not to continue health care coverage during FMLA leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.
- (4) If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the City of Sandusky may seek reimbursement from the employee for any amounts paid by the City of Sandusky for insurance benefits which the employee received through the City of Sandusky during any period of unpaid FMLA leave.
- (5) Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.
- (6) FMLA leave, whether paid or unpaid, will not constitute a break in service credit for employees of the City of Sandusky. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee previously held immediately prior to the commencement of FMLA leave. Service credit shall continue to accrue during periods of paid FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leave times (i.e., vacation, holiday, personal and sick leaves) will not accrue during any period of unpaid FMLA leave.

H. Reinstatement

- (1) An employee on FMLA leave must give the City of Sandusky at least two (2) business days notice of his/her intent to return to work, regardless of the employee's anticipated date of return.
- (2) Most employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave.
- (3) Upon request for reinstatement, if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility and authority and which carries equivalent status, pay, benefits and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the Director of Administrative Services.

- (4) An employee of the City of Sandusky will not be laid off as a result of exercising his/her right to take FMLA leave. However, the City of Sandusky will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the City of Sandusky, the employee would not otherwise be employed in the City of Sandusky at the time reinstatement is requested.
- (5) An employee on FMLA leave has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during his/her FMLA leave period.
- (6) Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to resume work.
- (7) In the event that at the end of twelve continuous months, the employee is still unable to return to work, this shall constitute abandonment of his/her position and the City of Sandusky may declare the employee's job vacant.

I. Records

- (1) All records relative to FMLA leave will be maintained by the City of Sandusky as required by law. Any medical records accompanying FMLA requests will be kept separate from an employee's regular personnel files.
- (2) To the extent permitted by law, medical records related to FMLA leave shall be kept confidential.

DATE ISSUED

REQUEST FOR FAMILY / MEDICAL LEAVE

TO: Director, Administrative Services

FROM: _____
Employee Name

DATE: _____

DEPARTMENT: _____

I _____ hereby request the use of FMLA leave beginning on _____, 20____ at _____ (a.m.) (p.m.) and ending on _____, 20____ at _____ (a.m.) (p.m.) I understand that falsification of any information on this form shall be classified as misconduct. I request this leave for the following reason:

- Birth of employee's child and in order to care for child
- Placement of a child with employee for adoption or foster care
- Care for a family member who has a serious health condition
- Employee is unable to perform the essential functions of his/her job because of a serious health condition

Employee's Signature

Department Head Signature

****A doctor's certification must be filed at the time of this request****

You are eligible not eligible for leave under the FMLA leave policy. This requested leave will will not be counted against your twelve-week entitlement. The Policy of The City of Sandusky on the Family Medical Leave Act will be followed in administering this leave.

APPROVED:

APPROVED:

Director Administrative Services

City Manager

COPY:

- Finance Department Employee Division/Department Head Manager

Appendix B

Health and Life Insurance Benefit Plan


~~**(On File with the Chief as well as Human Resources)**~~



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. **NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, contact your

Unified Claims Account Manager at 1-800-291-5837. For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms, see the Glossary. You can view the Glossary at www.cciio.cms.gov or call Unified Group Services at 1-765-608-6680 to request a copy.

Important Questions	Answers		Why This Matters:
<p>What is the overall deductible?</p>	<p>Single \$100 \$100</p>	<p>Family \$200 In-Network \$300 Out-of-Network This Plan has a Calendar Year Deductible that begins on January 1st.</p>	<p>Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.</p>
<p>Are there services covered before you meet your deductible?</p>	<p>Yes. In-Network Preventive care, physician office visits, emergency room visits, urgent care and prescription drugs are covered before you meet your deductible.</p>		<p>This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.</p>
<p>Are there other deductibles for specific services?</p>	<p>No</p>		<p>You do have to meet deductibles for specific services.</p>
<p>What is the out-of-pocket limit for this plan?</p>	<p>Single \$350 \$1,000 \$6,250</p>	<p>Family \$700 In-Network \$2,000 Out-of-Network \$12,500 Rx Copays Includes Deductible</p>	<p>The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.</p>
<p>What is not included in the out-of-pocket limit?</p>	<p>Premiums, balanced billed charges, services this plan doesn't cover and preauthorization penalties.</p>		<p>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</p>
<p>Will you pay less if you use a network provider?</p>	<p>Yes. For a list of preferred providers in your assigned network, see Cigna at www.cigna.com or call 765-608-6680.</p>		<p>This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.</p>
<p>Do you need a referral to see a specialist?</p>	<p>No</p>		<p>You can see the specialist you choose without a referral.</p>

 All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 Copay	Deductible, 20%	Copay includes the office visit charge only. All other services will be subject to deductible/ coinsurance.
	Specialist visit	\$15 Copay	Deductible, 20%	Copay includes the office visit charge only. All other services will be subject to deductible/ coinsurance.
	Preventive care/screening/immunization	No Charge	Deductible, 20%	As required by the Affordable Care Act. Deductible and coinsurance do not apply In-Network.
If you have a test	Diagnostic test (x-ray, blood work)	Deductible, 10%	Deductible, 20%	None
	Imaging (CT/PET scans, MRIs)	Deductible, 10%	Deductible, 20%	None
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.KPP-Rx.com .	Generic drugs	30-90 day supply - \$5 Copay		Retail: 30-90 day supply Mail Order: 90-day supply
	Preferred brand drugs	30-90 day supply - \$15 Copay		Prescription drug copayments apply to the separate prescription drug maximum of \$6,250 single/\$12,500 family.
	Non-preferred brand drugs	30-90 day supply - \$25 Copay		Prescription drugs purchased at an Out-of-Network pharmacy are not covered.
	Specialty drugs	Not Covered		Coverage listed for medications greater than \$350 for a 30-day supply, are only applicable if the SHARx programs fails to provide a solution. The plan may also allow for a 60-day grace period for urgent medications to allow time to complete the advocacy process.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible, 10%	Deductible, 20%	None
	Physician/surgeon fees	Deductible, 10%	Deductible, 20%	None
If you need immediate medical attention	Emergency room care	\$75 Copay, then 10% (No Deductible)		Copay waived if admitted.
	Emergency medical transportation	After In-Network Deductible, 10%		None
	Urgent care	\$15 Copay		Copay includes the office visit charge only. All other services will be subject to deductible/ coinsurance.
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible, 10%	Deductible, 20%	Precertification required, failure will result in a denial of benefits.
	Physician/surgeon fees	Deductible, 10%	Deductible, 20%	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 Copay	Deductible, 20%	Copay includes the office visit charge only. All other services will be subject to deductible/ coinsurance.
	Inpatient services	Deductible, 10%	Deductible, 20%	Precertification required, failure will result in a denial of benefits.
If you are pregnant	Office visits	Same as any other Illness or as required by the Affordable Care Act.		Coverage for all covered females.
	Childbirth/delivery professional services			
	Childbirth/delivery facility services			

* For more information about limitations and exceptions, see the [plan](#) or policy document at www.UnifiedGrp.com

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	Deductible, 10%	Deductible, 20%	None
	Rehabilitation services	Deductible, 10%	Deductible, 20%	Precertification is required for inpatient rehabilitation, failure will result in a denial of benefits. Physical, Occupational & Speech Therapy is limited to 45 visits combined per calendar year.
	Habilitation services	Deductible, 10%	Deductible, 20%	None
	Skilled nursing care	Deductible, 10%	Deductible, 20%	Precertification required, failure will result in a denial of benefits.
	Durable medical equipment	Deductible, 10%	Deductible, 20%	None
	Hospice services	Deductible, 10%	Deductible, 20%	With six (6) months life expectancy.
If your child needs dental or eye care	Children's eye exam	No Charge	Deductible, 20%	Limited to visual acuity prevention by a Primary Care Physician for children through age 5.
	Children's glasses	Not Covered		None
	Children's dental check-up	No Charge	Deductible, 20%	Limited to dental caries prevention by a Primary Care Physician for preschool age children.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services .)		
<ul style="list-style-type: none"> • Acupuncture • Bariatric surgery • Cosmetic surgery 	<ul style="list-style-type: none"> • Hearing aids • Infertility treatment 	<ul style="list-style-type: none"> • Long-term care • Routine eye care (adult) • Weight-loss programs

* For more information about limitations and exceptions, see the [plan](#) or policy document at www.UnifiedGrp.com

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Chiropractic care
- Dental care (adult)
- Non-emergency care when traveling outside the U.S. (Unless the covered person traveled to that location to receive services, supplies and/or treatment.)
- Private-duty nursing
- Routine foot care (Only when medically necessary for the treatment of a metabolic or peripheral vascular disease.)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Unified Group Services at 1-765-608-6680, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318- 2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Unified Group Services Appeal Department at 1-800-291-5837.

Does this plan provide Minimum Essential Coverage? Yes. [Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes. If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

[Spanish (Español): Para obtener asistencia en Español, llame al 1-800-291-5837]

[Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-291-5837]

[Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-800-291-5837]

[Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-291-5837]

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To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost-sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The plan's overall deductible	\$100
■ Specialist copayment	\$15
■ Hospital (facility) coinsurance	10%
■ Other coinsurance	10%

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (*ultrasounds and blood work*)
[Specialist](#) visit (*anesthesia*)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$100
Copayments	\$10
Coinsurance	\$250
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Peg would pay is	\$380

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The plan's overall deductible	\$100
■ Specialist copayment	\$15
■ Hospital (facility) coinsurance	10%
■ Other coinsurance	10%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)
[Diagnostic tests](#) (*blood work*)
[Prescription drugs](#)
[Durable medical equipment](#) (*glucose meter*)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$100
Copayments	\$300
Coinsurance	\$20
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Joe would pay is	\$420

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The plan's overall deductible	\$100
■ Specialist copayment	\$15
■ Hospital (facility) coinsurance	10%
■ Other coinsurance	10%

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)
[Diagnostic test](#) (*x-ray*)
[Durable medical equipment](#) (*crutches*)
[Rehabilitation services](#) (*physical therapy*)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$100
Copayments	\$100
Coinsurance	\$150
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$350

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Appendix C


Alternative Plan Offering

~~**(On File with the Chief as well as Human Resources)**~~



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. **NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, contact your Unified Claims Account Manager at 1-800-291-5837. For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other underlined terms, see the Glossary. You can view the Glossary at www.cciio.cms.gov or call Unified Group Services at 1-765-608-6680 to request a copy.

Important Questions	Answers		Why This Matters:
<p>What is the overall deductible?</p>	<p>Single \$1,000 \$2,000</p>	<p>Family \$2,000 \$4,000 In-Network Out-of-Network This Plan has a Calendar Year Deductible that begins on January 1st.</p>	<p>Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.</p>
<p>Are there services covered before you meet your deductible?</p>	<p>Yes. In-Network Preventive care, physician office visits, emergency room visits, urgent care and prescription drugs are covered before you meet your deductible.</p>		<p>This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/.</p>
<p>Are there other deductibles for specific services?</p>	<p>No</p>		<p>You do have to meet deductibles for specific services.</p>
<p>What is the out-of-pocket limit for this plan?</p>	<p>Single \$2,000 \$4,000 \$5,350</p>	<p>Family \$4,000 \$8,000 \$10,700 In-Network Out-of-Network Rx Copays Includes Deductible</p>	<p>The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.</p>
<p>What is not included in the out-of-pocket limit?</p>	<p>Premiums, balanced billed charges, services this plan doesn't cover and preauthorization penalties.</p>		<p>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</p>
<p>Will you pay less if you use a network provider?</p>	<p>Yes. For a list of preferred providers in your assigned network, see Cigna at www.cigna.com or call 765-608-6680.</p>		<p>This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.</p>
<p>Do you need a referral to see a specialist?</p>	<p>No</p>		<p>You can see the specialist you choose without a referral.</p>

 All [copayment](#) and [coinsurance](#) costs shown in this chart are after your [deductible](#) has been met, if a [deductible](#) applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 Copay	Deductible, 30%	Copay includes the office visit charge only. All other services will be subject to deductible/ coinsurance.
	Specialist visit	\$20 Copay	Deductible, 30%	Copay includes the office visit charge only. All other services will be subject to deductible/ coinsurance.
	Preventive care/screening/immunization	No Charge	Deductible, 30%	As required by the Affordable Care Act. Deductible and coinsurance do not apply In-Network.
If you have a test	Diagnostic test (x-ray, blood work)	Deductible, 20%	Deductible, 30%	None
	Imaging (CT/PET scans, MRIs)	Deductible, 20%	Deductible, 30%	None
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.KPP-Rx.com .	Generic drugs	30-90 day supply - \$10 Copay		Retail: 30-90 day supply Mail Order: 90-day supply
	Preferred brand drugs	30-90 day supply - \$20 Copay		Prescription drug copayments apply to the separate prescription drug maximum of \$5,350 single/\$10,700 family.
	Non-preferred brand drugs	30-90 day supply - \$30 Copay		Prescription drugs purchased at an Out-of-Network pharmacy are not covered.
	Specialty drugs	Not Covered		Coverage listed for medications greater than \$350 for a 30-day supply, are only applicable if the SHARx programs fails to provide a solution. The plan may also allow for a 60-day grace period for urgent medications to allow time to complete the advocacy process.

* For more information about limitations and exceptions, see the [plan](#) or policy document at www.UnifiedGrp.com

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	Deductible, 20%	Deductible, 30%	None
	Physician/surgeon fees	Deductible, 20%	Deductible, 30%	None
If you need immediate medical attention	Emergency room care	\$150 Copay, then 20% (No Deductible)		Copay waived if admitted.
	Emergency medical transportation	After In-Network Deductible, 20%		None
	Urgent care	\$20 Copay		Copay includes the office visit charge only. All other services will be subject to deductible/ coinsurance.
If you have a hospital stay	Facility fee (e.g., hospital room)	Deductible, 20%	Deductible, 30%	Precertification required, failure will result in a denial of benefits.
	Physician/surgeon fees	Deductible, 20%	Deductible, 30%	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$20 Copay	Deductible, 30%	Copay includes the office visit charge only. All other services will be subject to deductible/ coinsurance.
	Inpatient services	Deductible, 20%	Deductible, 30%	Precertification required, failure will result in a denial of benefits.
If you are pregnant	Office visits Childbirth/delivery professional services Childbirth/delivery facility services	Same as any other illness or as required by the Affordable Care Act.		Coverage for all covered females.

* For more information about limitations and exceptions, see the [plan](#) or policy document at www.UnifiedGrp.com

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Home health care	Deductible, 20%	Deductible, 30%	None
	Rehabilitation services	Deductible, 20%	Deductible, 30%	Precertification is required for inpatient rehabilitation, failure will result in a denial of benefits. Physical, Occupational & Speech Therapy is limited to 45 visits combined per calendar year.
	Habilitation services	Deductible, 20%	Deductible, 30%	None
	Skilled nursing care	Deductible, 20%	Deductible, 30%	Precertification required, failure will result in a denial of benefits.
	Durable medical equipment	Deductible, 20%	Deductible, 30%	None
	Hospice services	Deductible, 20%	Deductible, 30%	With six (6) months life expectancy.
If your child needs dental or eye care	Children's eye exam	No Charge	Deductible, 30%	Limited to visual acuity prevention by a Primary Care Physician for children through age 5.
	Children's glasses	Not Covered		None
	Children's dental check-up	No Charge	Deductible, 30%	Limited to dental caries prevention by a Primary Care Physician for preschool age children.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services .)		
<ul style="list-style-type: none"> Acupuncture Bariatric surgery Cosmetic surgery 	<ul style="list-style-type: none"> Hearing aids Infertility treatment 	<ul style="list-style-type: none"> Long-term care Routine eye care (adult) Weight-loss programs

* For more information about limitations and exceptions, see the [plan](#) or policy document at www.UnifiedGrp.com

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Chiropractic care
- Dental care (adult)
- Non-emergency care when traveling outside the U.S. (Unless the covered person traveled to that location to receive services, supplies and/or treatment.)
- Private-duty nursing
- Routine foot care (Only when medically necessary for the treatment of a metabolic or peripheral vascular disease.)

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Unified Group Services at 1-765-608-6680, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318- 2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Unified Group Services Appeal Department at 1-800-291-5837.

Does this plan provide Minimum Essential Coverage? Yes. [Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet the Minimum Value Standards? Yes. If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

[Spanish (Español): Para obtener asistencia en Español, llame al 1-800-291-5837]

[Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-291-5837]

[Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-800-291-5837]

[Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-291-5837]

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To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost-sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The [plan's](#) overall [deductible](#) \$1,000
- [Specialist](#) [copayment](#) \$20
- Hospital (facility) [coinsurance](#) 20%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
[Diagnostic tests](#) (*ultrasounds and blood work*)
[Specialist](#) visit (*anesthesia*)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$1,000
Copayments	\$10
Coinsurance	\$1,000
What isn't covered	
Limits or exclusions	\$20
The total Peg would pay is	\$2,030

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The [plan's](#) overall [deductible](#) \$1,000
- [Specialist](#) [copayment](#) \$20
- Hospital (facility) [coinsurance](#) 20%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)
[Diagnostic tests](#) (*blood work*)
[Prescription drugs](#)
[Durable medical equipment](#) (*glucose meter*)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$300
Copayments	\$500
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Joe would pay is	\$800

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The [plan's](#) overall [deductible](#) \$1,000
- [Specialist](#) [copayment](#) \$20
- Hospital (facility) [coinsurance](#) 20%
- Other [coinsurance](#) 20%

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)
[Diagnostic test](#) (*x-ray*)
[Durable medical equipment](#) (*crutches*)
[Rehabilitation services](#) (*physical therapy*)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$1,000
Copayments	\$200
Coinsurance	\$300
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is	\$1,500

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Appendix D
Drug Free Workplace Policy

DRUG FREE WORKPLACE

AND

DRUG TESTING/EAP PROGRAM

CITY OF SANDUSKY

REVISED: _____, 2004

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HISTORICAL OVERVIEW RELATED TO DRUG-FREE WORKPLACE

The Drug-Free Workplace Act of 1988 established that employers who are federal contractors with contracts of \$25,000.00 or more must provide and maintain a drug-free workplace by satisfying the following requirements.

1. Publishing a policy statement prohibiting the unlawful manufacture, distribution, possession or use of a controlled substance in the workplace and specifying what actions will be taken against employees who violate the policy;
2. Establishing a drug-free awareness program to inform employees of the dangers of drug abuse in the workplace and of the availability of drug counseling, rehabilitation and the employee assistance program;
3. Providing employees working under the program with a copy of the policy.
4. Including in the policy statement a notice to employees that, as a condition of employment, they must abide by the policy and must notify the employer if they are convicted or a criminal drug offense occurring in the workplace within five days after after the conviction;
5. Notifying the contracting agency...(NA)
6. Imposing sanctions (including, but not limited to, termination) on the convicted employee or requiring the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program; and
7. Making a good faith effort to maintain a drug-free workplace by satisfying the foregoing requirements.

HISTORICAL OVERVIEW RELATED TO COMMERCIAL VEHICLES

In 1984, Congress enacted the Motor Carrier Safety Act (49 U.S.C. app. 2501-2520). the regulations which followed this law, the Federal Motor Carrier Safety Regulations (FMCSR), provide safety guidelines for operating commercial motor vehicle including:

- a. Driver Qualification Requirements (49 CFR Part 391)
- b. Operating Rules (49 CFR part 392)
- c. Parts and Accessories (49 CFR part 393)
- d. Hours of Services (49 CFR part 395)
- e. Inspection, Repair, Maintenance (49 CFR part 396)

- f. Transportation of Hazardous materials: driving and parking rules (49 CFR part 397)

The Federal Highway Administration (FHWA) had regulatory authority over motor carriers. This law applied to private sector motor carriers.

In 1986, Congress passed the **Commercial Motor Vehicle Safety Act** that included Federal, State and local governments in the definition of employers (49 U.S.C. app. 2701 et. sig.). This act required the issuance of commercial driver's licenses to all drivers operating large commercial motor vehicles in interstate and intrastate commerce.

On October 28, 1991, President George Bush signed the **Omnibus Transportation Employee Testing Act of 1991** (Pub. L. 102-143, Title V). This act required the Department of Transportation (DOT) to prescribe regulations requiring testing of safety-sensitive employees in the aviation, highway, rail and transit industries for alcohol and controlled substance use.

The 1991 Act states:

All employers, including political subdivisions of the state, of operators of commercial motor vehicles (CMV) must establish and maintain programs to combat drug and alcohol abuse, including testing of commercial motor vehicle drivers for the use of alcohol and controlled substances.

The final rules issued February 15, 1994, 59 FR 7302, the Department of Transportation cited statistics gathered by the National transportation Safety Board indicating that thirty-three percent (33%) of the fatally injured CMV operators tested positive for alcohol or drugs. The National Safety Council estimates that one on-the-job accident is four (4) times more costly than one that occurs in a personal vehicle. An average cost to employers is \$168,000 for fatal accidents and \$6,900 for non-fatal accidents.

II. DRUG AND ALCOHOL POLICY

A. Purpose

1. The City recognizes that the ability of an employee to properly perform his or her duties depends, in part, on a workplace that is free of substance abuse. In an effort to promote public safety, to provide employees who may be drug or alcohol dependent with an opportunity for treatment to be productive employees of the City, the City has this drug and alcohol policy. It is the purpose of this policy to provide a method for responding to the risks presented by the presence of substance abuse in the workplace by:

- a. Dealing with incidents of substance abuse which present a reasonable likelihood of significant risk to employees, the general public, or other employees of the City;
 - b. Providing information through training regarding the effects of alcohol and controlled substance use on an individual's health, work, and personal life, and information about drug and alcohol counseling, rehabilitation, and employee assistance programs;
 - c. Providing assistance to an employee with drug or alcohol dependency problems; and
 - d. Disciplining an employee whose work performance is adversely affected by substance abuse or who fails to comply with the requirements of this Policy.
2. Recognizing that drug and alcohol abuse are treatable illnesses that should be dealt with initially by treatment and education, it is the City's desire to prevent and rehabilitate rather than terminate an employee that is alcohol and/or drug dependent when practicable. No employee will be discharged for voluntarily seeking assistance for a substance abuse problem; however, co-occurring work performance may result in disciplinary action up to and including termination.
3. All new employees and re-hired employees who drive City vehicles are subject to pre-employment testing. All new employees will receive a copy of this policy during their orientation. No employee shall be tested until a copy of this policy is provided to the employee.

B. Definitions

Alcohol use means the consumption of any beverage, mixture, or preparation, including a medication, containing alcohol.

Confirmation Test For alcohol testing means a second test, following a screening test with a result of more than 0.02 grams of the person's breath, that provides quantitative data of alcohol concentration. For controlled substances testing means a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test and which uses a different technique and chemical principle from that of the screen test in order to ensure reliability and accuracy.

Controlled Substance means any illegal drugs and prescription medications or non-prescription medications.

Illegal Drugs means those substances listed in ORC 3719.41 that are not being used under the supervision of a licensed health care professional, or otherwise in accordance with federal law.

Medical Review Officer (MRO) means a licensed physician responsible for receiving laboratory results generated by the City's controlled substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

On-duty means all time while the employee is at work, attending training, or operating a city-owned vehicle.

Reasonable suspicion is a belief based on objective facts sufficient to lead a reasonably prudent Supervisor to suspect that an employee is under the influence of drugs or alcohol.

Screening test for alcohol means an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system. In controlled substance testing, it means an immunoassay screen to eliminate "negative" urine specimens from further consideration.

Substance abuse professional (SAP) means a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

Under the Influence means the employee has consumed some alcohol and/or controlled substance, regardless of quantity.

III. Voluntary Request for Assistance

1. An employee may voluntarily enter rehabilitation prior to being required to submit to alcohol and controlled substance testing. An employee shall not be disciplined for voluntarily entering rehabilitation, provided the employee:
 - a. Agrees to cooperate in and successfully complete appropriate treatment as determined by the Substance Abuse Professional (SAP) or physician involved;
 - b. Discontinues use of illegal drugs or misuse of alcohol;
 - c. Agrees to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the City Manager and

- the Law Director or his or her designees, the employee's progress, cooperation, drug and alcohol use, completion or non-completion of counseling and treatment and any threat to property or safety perceived in connection with the employee's continued performance of his or her job duties;
- d. Completes any course of counseling or treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
 - e. Agrees to submit to follow-up testing, at times determined by the City, for a minimum of six (6) times per twelve (12) month period for thirty-six (36) months beginning after the employee's return to duty, at the employee's expense; and
 - f. However, an employee may still be subject to discipline up to and including termination for the underlining act caused by being under the influence of alcohol and/or drugs.
2. Employees who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline up to and including termination. This policy shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from safely performing his or her duties or whose continuance on active status would constitute a direct threat to property or safety.

IV. Prohibited Actions

Employees covered by this policy are prohibited from engaging in the following:

1. Reporting to duty or remaining on duty while having an alcohol concentration of greater than 0.02;
2. Reporting to duty or remaining on duty while under the influence of alcohol and/or a controlled substance;
3. Intentionally using a prescription medication contrary to the instructions of the doctor or dentist who prescribed it or the instructions that accompany the drug;
4. Reporting to duty or remaining on duty while using a controlled substance (including prescription drugs, unless the employee has been advised by a physician or a pharmacist that the controlled substance will not adversely affect the employee's ability to perform his/her job duties) or if the employee tests positive for controlled substances;

5. Possessing alcohol or illegal drugs while on duty;
6. Using alcohol or controlled substances (unless the employee has been advised by a physician or a pharmacist that the controlled substance will not adversely affect the employee's ability to perform his/her job) while on duty;
7. Using alcohol or a controlled substance for eight (8) hours following an accident in which the employee is required to submit to post-accident testing or until the employee undergoes post-accident testing, whichever occurs first;
8. Refusing to submit to a post-accident, random, reasonable suspicion or follow-up alcohol or controlled substance test; and
9. Failing to notify the City Manager and/or designee within three (3) working days of being arrested, charged, or convicted of a criminal or traffic offense involving drugs or alcohol. It is further understood that compliance with the notification required shall not prohibit appropriate discipline based upon the specific facts and circumstances.

V. Use of Medication

1. An employee is required to report to his or her Supervisor the use of any prescription or non-prescription medicines that may impair or interfere with the safe performance of the employee's job.
2. At the time any medication is prescribed to an employee, the employee shall ask the treating physician whether the medication will impair or interfere with the safe performance of the employee's job. The employee shall be required to produce a signed statement from the treating physician stating how the medication may impair the employee's ability to perform his/her job and/or interfere with the safe performance of the employee's job.
3. If it is determined by a licensed physician that the medication will impair or interfere with the safe performance of the employee's job, the City will adhere to federal and state regulations and local home rule in accordance with this policy.

VI. Post-Accident Testing

1. An employee shall be required to submit to post-accident alcohol and controlled substance testing following any work-related traffic crash

involving a motor vehicle if as a result of the crash any person:

- a. Suffers bodily injury requiring off-site medical attention; or
 - b. Dies.
2. An employee may be required to submit to post-accident alcohol and controlled substance testing following any work-related traffic crash involving a motor vehicle if as a result of the crash:
 - a. A traffic citation is issued to the employee for a moving violation in connection with a vehicular crash;
 - b. A vehicle is damaged and the cost to repair is \$500.00 or more and/or some type of personal injury is sustained;
 - c. Non-vehicular property is damaged; or
 - d. The Supervisor has reasonable suspicion to believe the traffic crash was related to alcohol and or drugs.
 3. Employees other than the operator of the motor vehicle may be required to submit to drug and alcohol testing, if the performance of an employee, other than the operator, may have contributed to the accident.
 4. An employee who is subject to a post-accident test shall remain readily available for such test or shall be deemed to have refused to submit to testing. Unless emergency personnel transport the employee, a representative of the City shall transport the employee to the collection site.
 5. Nothing in this Section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain or render assistance in responding to the accident.
 6. Following the completion of the test, the employee shall not be permitted to return to duty unless and until negative alcohol and controlled substance test results are reported.
 7. Following a positive alcohol or controlled substance test result, the employee shall be disciplined in accordance with this policy.

VII. Reasonable Suspicion Testing

1. The City may require an employee to submit to an alcohol and/or controlled substance test whenever it has **reasonable suspicion** to believe that an employee has violated the prohibitions of this policy. A Supervisor who has completed the City's drug and alcohol Supervisor training shall make the determination of reasonable suspicion.

2. Any of the following, alone or in combination, ***not all inclusive***, may constitute **reasonable suspicion**:
 - a. Odor of alcoholic beverage on breath
 - b. Slurred and/or thick speech
 - c. Staggered gait (Unsteady walking and movement)
 - d. Vertical and/or horizontal nystagmus
 - e. Abnormally constricted pupils which are non-responsive to light
 - f. Abnormally dilated pupils which are non-responsive to light
 - g. Loss of attention span under controlled conditions
 - h. Inability to comprehend under controlled conditions
 - i. Hallucinating
 - j. An accident involving City property, where there is reason to believe that employee impairment may have been a factor regardless of whether the accident meets the requirements for post-accident testing
 - k. Possession of alcohol on the job
 - l. Possession of an illegal drug
 - m. Possession of a prescription drug on the job without a valid prescription
 - n. Objective symptoms of drug usage identified by a trained medical practitioner or law enforcement officer.
3. Any Supervisor directing an employee to submit to an alcohol and/or controlled substance test shall give the employee a reasonable opportunity, prior to the test, to request the presence of, or to seek advice from a representative. The member and the employee's representative, if available, shall be given an opportunity to communicate any information or other explanation relevant to the circumstances to the Supervisor. The exercise of these rights shall not unreasonably delay the collection of the test sample. For alcohol tests, "unreasonable delay" means more than 20 minutes; for drug tests, "unreasonable delay" means more than 1 hour.
4. Any Supervisor directing an employee to submit to a drug and/or alcohol test shall document in writing, on the form provided by the City, the facts constituting **reasonable suspicion** that the employee in question is under the influence of drugs or alcohol.
5. If an employee is directed to submit to an alcohol and controlled substance test, the employee must immediately cease work and shall be transported to the collection site by a representative of the City. The employee shall not be permitted to return to duty unless and until negative alcohol and controlled substance test results are reported.

6. The employee shall be placed on paid administrative leave pending the outcome of the reasonable suspicion testing.
7. If both the alcohol and controlled substance test results are negative, and no other work rule violation(s) have occurred, the employee shall be returned to his/her position. If either the alcohol or controlled substance test results are positive, the employee shall be disciplined in accordance with this policy.
8. The Supervisor shall arrange for the employee to be safely transported home after the employee has undergone or refused to submit to the reasonable suspicion testing.

VIII. Random Testing

1. Random testing will be performed for employees who drive the City's commercial motor vehicles (CMV) and operate or perform safety sensitive equipment.
2. At least twenty-five percent (25%) of employees annually will be randomly selected using a scientifically valid method in which each employee will have an equal chance of being tested each time selections are made. The dates for testing shall be unannounced and spread throughout the calendar year.
3. If an employee is directed to submit to an alcohol and controlled substance test, the employee must immediately cease work and shall be transported to the collection site by a representative of the City. The employee shall return to duty after providing the requested breath, urine, or blood samples.
4. If either the alcohol or controlled substance test results are positive, the employee shall be disciplined in accordance with this policy.

IX. Return-to-Duty Testing

1. Before an employee who has been found to be in violation of the prohibitions set out in policy, may return to duty, the employee must successfully undergo testing for alcohol and controlled substances. The results of the alcohol test or controlled substance test must be negative.
2. Any employee whose return to duty test results are greater than 0.00 grams of the employee's breath for alcohol or positive for controlled substances shall be terminated from employment.
3. Any costs associated with these tests shall be the responsibility of the employee at the time the test is administered and shall be subtracted from the employee's last pay.

X. Follow-up Testing

1. When an employee has been found to be in violation of the prohibitions set out in this policy, and the SAP has determined that the employee needs assistance in resolving alcohol or substance abuse problems, the employee will be subject to a minimum of six (6) unannounced follow-up tests per twelve months for thirty-six (36) months or as directed by the SAP and as a condition of continued employment the employee shall follow the recommendations of the SAP.
2. Any employee whose follow-up test results are greater than 0.02 grams of the employee's breath for alcohol or positive for controlled substances shall be terminated from employment.
3. Any costs associated with these tests are the responsibility of the employee at the time the test is administered.

XI. Refusal to Submit to Test

1. Actions constituting a refusal to submit to a test include:
 - a. Failing to provide adequate breath for alcohol testing;
 - b. Failing to provide adequate urine for controlled substance testing;
 - c. Failing to provide a blood sample for controlled substance testing;
 - d. Engaging in conduct that clearly obstructs the testing procedure / process;
 - e. Failing to remain readily available for a post-accident test.
2. If an employee refuses to submit to any tests required by this policy, the employee's refusal shall be documented in writing. The employee shall be placed on administrative leave without pay pending a disciplinary hearing.
3. Refusal to submit to any tests required by this policy shall be treated as a positive result and insubordination and shall result in the employee's termination from employment.
4. Adding any substance to the test and/or body to manipulate the test shall result in termination.

XII. Testing Procedures

1. Both the collection site and laboratory performing testing under this policy shall be selected by the City and shall be done by a facility that meets the requirements of 49 CFR Part 40.
2. The City, the collection site, and the laboratory shall have a clear and well-documented procedure for collection, shipment, and assessment of testing samples, which procedure shall, upon request, be provided in writing to the employee subject to testing or the employee's representative (must have employee consent).
3. For controlled substance testing, the City, the collection site, and the laboratory shall follow the procedures set forth in 49 CFR Part 40, including an evidentiary chain of custody and control and split sample collection and testing. The collection site is responsible for maintaining the integrity of any specimen collection and transfer. Alcohol breath testing shall be conducted at the collection site and shall be conducted by a technician trained in such testing. Appropriate records of testing(s) will be maintained by the collection site for review by the employee and/or employee's representative.
4. Employees have a right for a Representative to be present during the collection of samples, but the exercise of such right shall not unreasonably delay the collection of the sample and cannot interfere with any testing process. For alcohol tests, "unreasonable delay" means 20 minutes or more; for drug tests, "unreasonable delay" means 1 hour. Unreasonable delay of the test shall constitute a refusal. Prior to submitting a breath, urine or blood specimen, the employee will be required to sign a consent form.
5. Any refusals to conditions/procedures in this policy may result in discipline up to and including termination.
6. Employees will initially be requested to provide a urine sample for controlled substance testing. In the event that a urine sample cannot be produced or that a sufficient quantity cannot be produced, then the employee shall be required to submit a blood sample for controlled substance testing.
7. Tests for drugs shall use the screening test cut-off levels and the confirmation test cut-off levels for such drugs established by the testing laboratory in accordance with the standards established by this Policy or HHS standards, if any.
8. With regard to drug tests, if the test results are positive, and the employee has not offered an explanation to the Medical Review Officer (MRO)

sufficient to cause the MRO to consider the results negative, the Assistant City Manager or designee shall be notified and the Assistant City Manager or designee shall in turn contact the employee and the Department Head. The City will provide employees who test positive for drugs with an opportunity to have the split urine specimen tested by a clinical laboratory or hospital facility of the employee's choosing, at the employee's own expense, providing the employee notifies the city within seventy-two (72) hours of receiving the positive results and provided further that the laboratory or clinic and the testing procedure, including chain of custody, meets or exceeds the standards established in this policy. If the employee does not request the testing of the sample within the second container after the sample within the first container tests positive, or if the employee requests the testing of the sample within the second container and it also tests positive for an illegal drug or alcohol, rehabilitative or disciplinary action shall be taken.

9. An employee that tests positive shall be evaluated by a Substance Abuse Professional (SAP), and may not return to work until released to return to work by the SAP. The employee may be required to sign a release form allowing the SAP to release information regarding the employee's evaluation, treatment plan, and progress to the City. Refusal to sign the release shall be deemed a failure to cooperate and result in termination. Any costs associated with the evaluation and prescribed counseling, treatment, or rehabilitation program are the responsibility of the employee unless otherwise covered by the Employer-sponsored medical benefit plan to which the employee belongs. Failure to complete or participate in prescribed counseling rehabilitation program shall result in the employee's termination.

XIII. Disciplinary Action

1. An employee, who violates any of the prohibitions listed in this policy, may be disciplined up to and including termination.
2. The City normally will not terminate an employee the first time he or she tests positive for drugs and/or alcohol, provided the employee:
 - a. Cooperates in an evaluation for chemical dependency by an individual qualified under 49 C.F.R. Part 40 to be a Substance Abuse Professional and provide the City with a copy of the evaluation;
 - b. Successfully completes all counseling, treatment or after-care of up to 12 months, recommended by the Substance Abuse Professional;
 - c. Discontinues and does not resume the use of illegal drugs, abuse

- of controlled substances, and misuse of alcohol;
- d. Agrees to authorize persons involved in evaluation, counseling, diagnosing and treating the employee, to disclose to the City Manager, and the City Attorney or designees, the employee's evaluation, progress, cooperation, drug and alcohol use and successful completion or non-completion of counseling and treatment, and any threat to property or safety involved in the employee performing job duties or returning to active duty;
 - e. Agrees to submit to follow-up testing, at times determined by the City, for a minimum of six (6) times per twelve (12) month period for thirty-six (36) months beginning after the employee's return to duty; and
 - f. Agrees that during or after this last chance period in (5), above, if the employee tests positive again or otherwise violates this Policy the employee shall be terminated.
 - g. Nothing in this policy shall limit the City in imposing discipline, which may include random alcohol and/or drug testing, alcohol and/or drug counseling, suspension, or a combination up to and including termination, for gross or serious misconduct that may be coincident with an employee's improper use of drugs or alcohol.
3. Employees who do not agree to act or who do not act in accordance with the foregoing shall be subject to discipline, up to and including termination. This policy shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others.
 4. An employee shall not be permitted to return to work until released to return to duty by the SAP. The employee may be required to apply for Family and Medical Leave in accordance with the procedures set forth in that policy. The employee will be permitted to apply for accumulated paid leave (e.g., sick, vacation, compensatory, personal, etc.) If no paid leave is available, the employee may apply for an unpaid leave of absence (e.g., Family and Medical Leave, disability leave, personal leave, or other unpaid leave of absence) in accordance with City policy.
 5. The length of a first offense suspension shall be determined on a case-by-case basis.
 6. In no event shall an employee be permitted more than one (1) chance at rehabilitation. A second offense under this policy shall result in the employee's termination from employment.

XIV. Right of Appeal

An aggrieved employee has the right to challenge results of the drug or alcohol tests and any discipline imposed in the same manner that any other employer action under the terms of this policy is grievable. Any evidence concerning test results that is obtained in violation of the standards contained in this policy shall not be admissible in any disciplinary proceeding involving the employee, unless the City establishes that deviation from such standards has not affected the reliability, accuracy, or verification of the test results.

XV. Treatment costs

Treatment and rehabilitation costs arising out of the employee's use of such services, if covered, may be paid for by the employee's insurance program, subject to any deductible, co-payment and policy limits under the employee's insurance program. Employees may be allowed to use their accrued and earned leave (vacation, holiday, sick leave, comp time) or take an unpaid leave of absence for the necessary time off involved in a treatment or rehabilitation program. Other than as specified in this policy or required by law, the City shall have no obligation to pay for or insure treatment or rehabilitation.

XVI. Employee Assistance Program (EAP)

The City's Employee Assistance Program (EAP) shall include counseling for drug and/or alcohol problems. Voluntary requests for assistance with drug and/or alcohol problems shall be held strictly confidential by the EAP to the extent required by law and the terms of this Policy. If an employee voluntarily enters rehabilitation pursuant to this policy the City Manager and/or designee shall be the only ones informed of any such request or any treatment that may be given and they shall hold such information strictly confidential to the extent required by law. All such information shall also be available to the employee's representative to whom disclosure is specifically authorized in writing by the employee. Employees are encouraged to use the EAP, but involvement in that program does not prevent the City from disciplining an employee if there are co-occurring performance, attendance or behavioral problems. Furthermore, involvement in the EAP does not preclude the City from discharging a probationary employee during the employee's original period of probation.

XVII. Changes in Testing Procedures

The City recognizes that during the life of this policy there may be improvements in the technology of testing procedure that provide more accurate testing. In that event, the City will determine whether to amend this procedure to include such improvements.

XVIII. Confidentiality

All testing and actions taken under or pursuant to this policy shall be kept confidential to the extent permitted by federal and state law, except where disclosure is warranted to comply with the provisions of this policy relative to disciplinary action taken against an employee.

XVIII. Other Laws

1. This policy is in no way intended to supersede or waive any rights that an employee may be entitled to under federal or state constitutions or any applicable law.
2. Any employee convicted of an offense under a criminal drug or traffic violation involving drugs or alcohol occurring within the workplace or during the course of the employee's job must report the conviction to the Assistant City Manager no later than five (5) working days after the conviction.
7. This policy is not to be utilized for criminal law enforcement purposes. Furthermore, this policy does not prevent criminal law enforcement investigation of illegal activity. However, evidence derived in a criminal investigation, including drug or alcohol testing, may be used as evidence in a disciplinary proceeding.

XX. DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT

I hereby acknowledge that I have received, read, and understand the City of Sandusky non-tolerance Drug and Alcohol Policy. I agree to comply with the policy and procedure contained therein.

Employee's signature _____

Date _____

Employee Name:	
Department:	
Observation:	Date: Time (Include am/pm): Location (Street/City/State/Zip):

CAUSE FOR SUSPICION

1. **Presence of Alcohol, Drugs, and or Drug Paraphernalia (*specify*)**

2. **Appearance:**
- | | | |
|--|---|---|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Flushed | <input type="checkbox"/> Puncture Marks |
| <input type="checkbox"/> Disheveled | <input type="checkbox"/> Bloodshot Eyes | <input type="checkbox"/> Body Odors |
| <input type="checkbox"/> Tremors | <input type="checkbox"/> Dry-mouth Symptoms | <input type="checkbox"/> Profuse Sweating |
| <input type="checkbox"/> Runny Nose/Sores | <input type="checkbox"/> Dilated/Constricted Pupils | |
| <input type="checkbox"/> Inappropriate Wearing of Sunglasses | | |
| <input type="checkbox"/> Other: _____ | | |

3. **Behavior:**

- Speech
- | | | | |
|---------------------------------------|-------------------------------------|-------------------------------------|---------------------------------|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Incoherent | <input type="checkbox"/> Slurred | <input type="checkbox"/> Silent |
| <input type="checkbox"/> Confused | <input type="checkbox"/> Slowed | <input type="checkbox"/> Whispering | |
| <input type="checkbox"/> Other: _____ | | | |

- Awareness
- | | | | |
|---|--------------------------------------|--------------------------------------|-----------------------------------|
| <input type="checkbox"/> Normal | <input type="checkbox"/> Confused | <input type="checkbox"/> Euphoria | <input type="checkbox"/> Paranoid |
| <input type="checkbox"/> Lethargic | <input type="checkbox"/> Disoriented | <input type="checkbox"/> Mood Swings | |
| <input type="checkbox"/> Lack of Coordination | | | |

4. **Motor Skills:**

Balance Normal Swaying Falling Staggering
 Other _____

Walking & Normal Swaying Arms Raised for Balance
Turning Stumbling Falling Reaching for Support
 Other _____

5. **Other Observed Actions or Behavior (specify):**

WITNESSED BY:

<i>Signature/ Title/Date/Time -</i>
<i>Signature/ Title/Date/Time -</i>

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE NAMING OF THE CURVE BETWEEN WEST PERKINS AVENUE AND SANFORD STREET “BOECKLING’S BEND”; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, George Arthur Boeckling (February 2, 1862 – July 24, 1931) was an American businessman who served as the president of “Cedar Point Pleasure Resort Company of Indiana”, which later became Cedar Fair Entertainment Company and he is often credited for bringing Cedar Point out of financial difficulties at the turn of the 20th century, and making it a nationally recognized amusement park and resort destination; and

WHEREAS, in 1897, G.A. Boeckling became part-owner and general manager of the newly re-organized Cedar Point Pleasure Resort Company and under his leadership, Cedar Point resort was transformed from a summer picnic/swimming area to a thriving amusement park with wide appeal; and

WHEREAS, in 1908, the steamer *G.A. Boeckling* began providing local transportation between the City of Sandusky and Cedar Point and in 1928, an administration building was constructed by the Jackson Street Pier that featured arches, a cupola, and other ornamental features, and was known as the known as the Boeckling Building; and

WHEREAS, G.A. Boeckling was very public-spirited, a member of the Chamber of Commerce, Elks Lodge, Aerie of Eagles, and was charitable to local churches, veterans organizations, and youth clubs of Sandusky; and

WHEREAS, subsequent to a request made at their regularly scheduled City Commission meeting on September 23, 2024, the City Commission unanimously passed a motion to name the unnamed curve between West Perkins Avenue and Sandford Street “Boeckling’s Bend” in honor of G.A. Boeckling; 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 proceed with officially naming the curve by submitting this Ordinance to the Recorder’s Office for filing at the earliest opportunity; and

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

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

Section 1. This City Commission approves the naming of the curve between West Perkins Avenue and Sanford Street “Boeckling’s Bend”, as described in Exhibit “A” which is attached to this Ordinance and specifically incorporated as if

fully rewritten herein, and is satisfied that there is good cause for the naming of street, that it will not be detrimental to the general interest of the public and that it should be made and the City Manager and/or the Director of Public Works is authorized and directed to immediately take any necessary actions to carry out the naming of the curve between West Perkins Avenue and Sanford Street to “Boeckling’s Bend” as authorized by this City Commission.

Section 2. The Clerk of the City Commission is authorized and directed to deliver a certified copy of this Ordinance to the Office of the Erie County Recorder and to notify the Auditor of Erie County of such street naming by sending a copy of this Ordinance.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

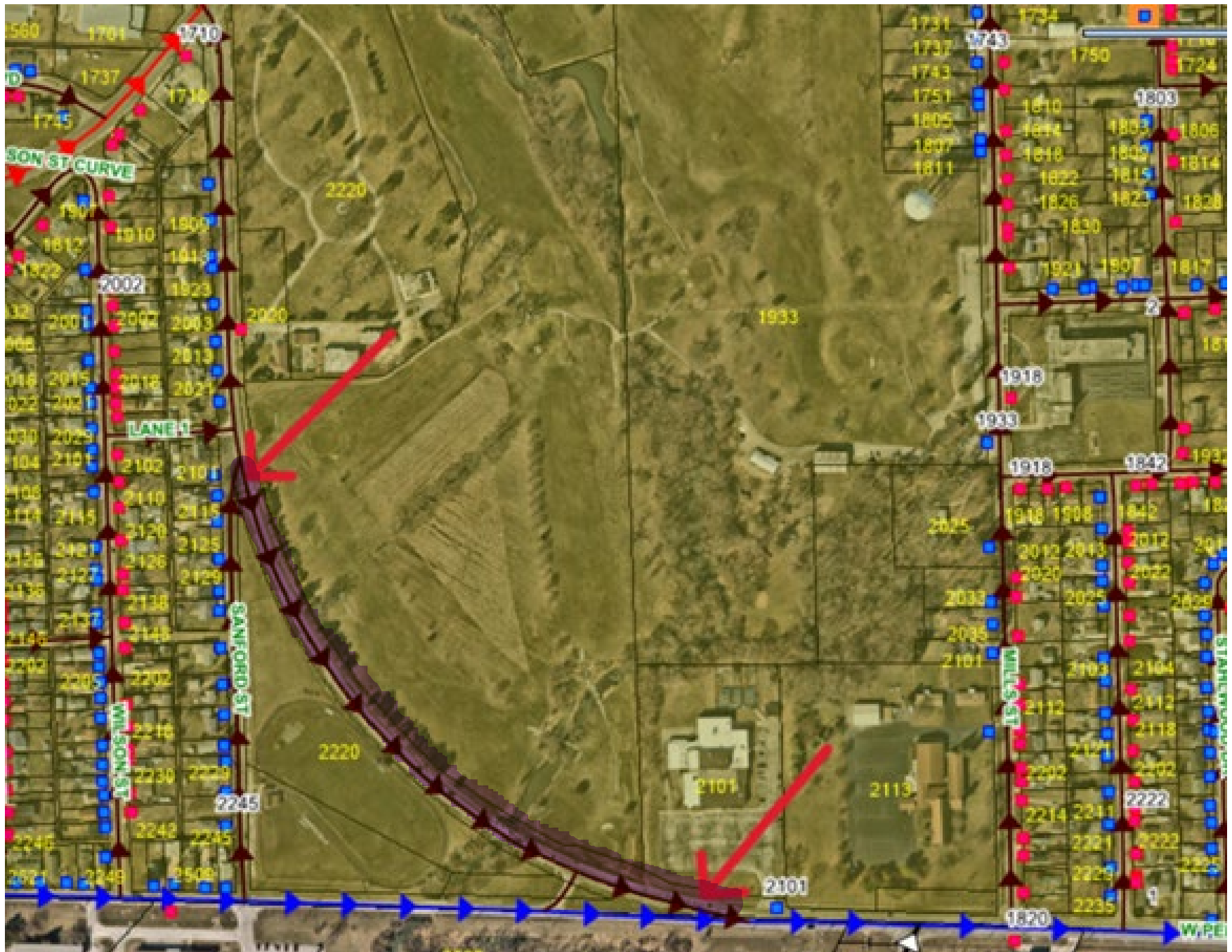
Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

EXHIBIT "A"





Department of Community Development

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5891
www.cityofsandusky.com

To: John Orzech, City Manager
From: Colleen Gilson, Director of Community Development
Date: April 2, 2025
Subject: Commission Agenda Item- Tax Incentive Review Council and Community Reinvestment Area Housing Council Recommendations

Items for Consideration: Legislation approving the recommendations of the Tax Incentive Review Council and the Community Reinvestment Area Housing Council related to certain Enterprise Zone, Community Reinvestment Area and Tax Increment Financing agreements.

Background Information: The City of Sandusky operates Enterprise Zone, Community Reinvestment Area and Tax Increment Financing programs to support the economic development activities in the community. These programs must be reviewed each year by a local Tax Incentive Review Council (TIRC) and Community Reinvestment Area Housing Council (CRAHC) in accordance with State Law.

The Sandusky TIRC and CRAHC met on March 12, 2025. On March 31, 2025, the City of Sandusky received a letter dated March 17, 2025, from the TIRC Chairman Richard Jeffrey recommending the continuation of all but one of the active Enterprise Zone, Community Reinvestment Area and Tax Increment Financing agreements. State Law requires the local legislative body to accept, reject, or modify the recommendations of the TIRC within 60 days.

Budgetary Information: Continuation of the Tax Increment Financing Districts will result in the City's continued receipt of Tax Increment Financing revenue for use on public improvement projects.

Action requested: It is requested that the proper legislation be prepared approving the recommendations of the TIRC and CRAHC related to certain Enterprise Zone, Community Reinvestment Area and Tax Increment Financing agreements. It is further requested that this legislation is passed in accordance with Section 14 of the City Charter to expedite passage to remain in compliance with the Ohio Revised Code.

I concur with this recommendation.

John Orzech
City Manager

Colleen Gilson
Director of Community Development

cc: Stewart Hastings, Law Director
Michell Reeder, Finance Director
Cathy Myers, Clerk of the City Commission

RESOLUTION NO. _____

A RESOLUTION ACCEPTING AND APPROVING THE CITY OF SANDUSKY TAX INCENTIVE REVIEW COUNCIL'S (T.I.R.C.) RECOMMENDATIONS REGARDING CURRENT TAXATION AGREEMENTS; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City of Sandusky's Tax Incentive Review Council met on March 12, 2025, to review the City's tax increment financing agreements, enterprise zone agreements and community reinvestment area abatements and the Chairman of the T.I.R.C., the County Auditor, has submitted the T.I.R.C.'s recommendations to this City Commission on March 31, 2025, a copy of which is marked Exhibit "A" attached to this Resolution and specifically incorporated as if fully rewritten herein; and

WHEREAS, pursuant to O.R.C. Section 5709.85(E), this City Commission is required to hold a meeting within sixty (60) days of receipt of the T.I.R.C.'s recommendations and vote to accept, reject, or modify all or any portion of the T.I.R.C.'s recommendations and to forward a copy of this Resolution together with the Commission's recommendations to the Erie County Auditor's Office; and

WHEREAS, based on the recommendations of the T.I.R.C., it is being requested in companion legislation to cancel the Enterprise Zone Agreement with Market Street Collective, LLC, relating to the property located at 317 E. Washinton Street; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to ensure compliance with the statutory timeline in the O.R.C. Section 5709.85(E); and

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

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

Section 1. This City Commission accepts and approves the City of Sandusky Tax Incentive Review Council's recommendations as set forth in Exhibit "A" which is attached to this Resolution and is specifically incorporated as if fully rewritten herein.

Section 2. The Clerk of the City Commission be and is hereby directed to certify a copy of this Resolution together with any modifications, if any, to the Erie

County Auditor.

Section 3. If any section, phrase, sentence, or portion of this Resolution is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Resolution were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Resolution is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

RICHARD H. JEFFREY

ERIE COUNTY AUDITOR

247 Columbus Avenue, Suite 210, Sandusky, Ohio 44870-2635
(419) 627-7746 ecao@eriecounty.oh.gov

March 17, 2025

Sandusky City Commission
240 Columbus Ave
Sandusky, OH 44870

The Tax Incentive Review Council (TIRC) and Community Reinvestment Area Housing Council (CRAHC) for the City of Sandusky, Ohio met on Wednesday, March 12, 2025, at 2:33 pm in the Erie County Commission Chambers, 2900 Columbus Avenue, Sandusky Ohio. The following Council members were in attendance:

- TIRC
 - Richard Jeffrey, Erie County Auditor (Chair)
 - Dennis Murray, City of Sandusky
 - John Orzech, City Manager, City of Sandusky
 - Michelle Reeder, Finance Director, City of Sandusky
- CRAHC
 - Richard Jeffrey, Erie County Auditor (Chair)
 - Dennis Murray, City of Sandusky
 - Michelle Reeder, Finance Director, City of Sandusky

Also, in attendance were:

- Colleen Gilson, City of Sandusky Community Development Director
- Quinn Rambo, City of Sandusky administrative assistant/ clerk
- Toni Fritz, Erie County
- John Rogers, Erie County Auditor's Office

Yvonne Anderson, Margaret Irby, Dru Meredith, and Mike Zuilhof were unable to attend the meeting and marked absent.

CONSIDERATION OF MARCH 6, 2024, MEETING MINUTES:

Richard Jeffrey asked for a motion on the minutes of the March 6, 2024, meeting. John Orzech made a motion to approve the minutes as presented. The motion was seconded by Dennis Murray. A vote was called, and the minutes were approved as presented, unanimously.

Appointment of Member and Election of Vice Chair:

Richard Jeffrey stated that Margaret Irby needed to be appointed to the committee. Dennis Murray made a motion to appoint Margaret Irby. The motion was seconded by Michelle Reeder. A vote was called, and Margaret Irby's appointment was approved unanimously.

Richard Jeffrey called for a nomination for Vice Chair. John Orzech made a motion to nominate Michelle Reeder for Vice Chair and Richard Jeffrey seconded the motion. All voting members were in favor of the motion.

Enterprise Zone Program

300 Water Street Properties LLC:

Richard Jeffrey asked Mrs. Gilson to share the information on the enterprise zone agreement recipients. Colleen Gilson stated the report information for the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2028. The project included the renovation and adaptive reuse of a 2,400 square foot, former residential condominium unit and commercial space into a larger commercial condominium unit. The total project investment exceeded the required levels, and the property was occupied by Water Street Financial. As of December 31, 2024, the company has exceeded the job creation and annual payroll commitments with (5) jobs and related payroll of over \$2.67M at the site. The company report on hiring: "While no formal policy exists within the firm it would be difficult to perform our daily duties remotely or from afar. Therefore 9 of 10 our employees reside in Erie county."

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement, and Dennis Murray seconded the motion. A vote was called and all members unanimously approved to continue the agreement.

Alridge Restoration:

Colleen Gilson shared the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2033. The project included the restoration of 201 Fulton Street into an 8-unit Airbnb short-term rental facility. The project was estimated to cost over \$500K and create the equivalent of (2) new full-time jobs, (2) new part-time jobs with new payroll of \$100,000. Construction on the project was completed in 2024 and (well) exceeded anticipated investment. As of December 31, 2024, the company reported there were (5) positions associated with the operation of Fulton Street. These positions were members of an outside agency (Best Stay Concepts) and included: (2) cleaning/housekeeping, (1) property

supervisor, (1) landscaper/maintenance, and (1) marketing social media agent for new payroll of \$41,000. The Company report on hiring stated "All the contractors were licensed through the City of Sandusky, most actually reside in Sandusky, and all of them are from Erie County. Additionally, all employees or subcontractors live in Sandusky."

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. John Orzech made a motion to continue the agreement, and Michelle Reeder seconded the motion. A vote was called and all members unanimously approved to continue the agreement.

Bay Boat Storage:

Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2030. The project included the construction of a heated indoor marina storage building measuring 60,000 square feet at 1531 First Street. The project was estimated to cost \$1.5M and create the equivalent of (3) new full-time jobs with new payroll of \$120,000. Construction on the project was completed in August 2020 and exceeded anticipated investment. As of December 31, 2024, the company has met the requirement of job creation with (3) jobs and new payroll of \$150,775. The Company report on hiring: "Since the introduction of this facility, we have added (3) full-time positions within the company and all have been residents of Erie County, Ohio. When construction of the project occurred in 2020, the general contractor was based in Erie County and preference was given to local subcontractors."

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement, and Dennis Murray seconded the motion. All voting members unanimously approved the motion.

Chris Andrews, LLC (dba Ohio Truck Sales):

Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2028. The project included the construction of new storage and industrial space measuring nearly 14,000 square feet at 1801 George Street. The project was estimated to cost \$1.4 million and create the equivalent of (10) new full-time jobs. Construction on the project was completed in early 2019. As of December 31, 2024, the company has exceeded the job creation and annual payroll commitments with (24) new jobs and an annual related payroll of over \$2 million at the site.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Dennis Murray made a motion to continue the agreement and John Orzech seconded the motion. Richard Jeffrey noted change in the inventory available on the lot. Michelle Reeder offered a possible explanation involving difficulty in procuring vehicles at this time. Richard Jeffrey called for a vote and all voting members unanimously approved the motion.

Everwild Spirits, LLC:

Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2031. The project included the renovation of an existing building into a craft bourbon distillery and tasting room. The project was estimated to cost \$1.3M and create the equivalent of (3) new full-time jobs. The project was complete, but the business ceased operation in 2024. As of December 31, 2024, the company had invested \$1.9M in the project, created (3) full-time positions (prior years) but reported that there were (0) employees as of said date. The company did report an annual payroll of \$158,709 at the site for the reporting period. The site was newly occupied by Sora & Oak, a sushi and whiskey establishment.

Company report on hiring: "We are in somewhat of a transition with our business at 212 Hancock Street. The restaurant was closed September 30, 2024, but a new restaurant has opened (Sora & Oak) as of this month, February of 2025. The new restaurant is a tenant of our property, and they have hired (2) full-time and (4) part-time employees. They are not employed by me or my companies (SMSVC LLC), but they do employ local Erie County residents."

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Dennis Murray made a motion to continue the agreement, and John Orzech seconded the motion. All voting members unanimously approved the motion.

Feick Building LLC:

Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2033. The project included the renovation of the eight story, 60,000 square foot building at 158 Market Street. In January 2022, the EZ Agreement was amended to reflect the new project scope. The new scope involved the development of (42) market rate apartments on the seven upper floors of the building and a retail space/restaurant/office/resident lobby on the ground floor. In December 2023, the agreement was amended for a second time to reflect exemption period. Construction on apartments was completed in 2024 and the units were 75% leased. Ground floor retail/restaurant was not yet leased. Total project investment was nearly \$9.5M. The agreement stated the company will employ between (12-14) new full-time positions by December 31, 2026. As of December 31, 2024, the company reported the creation of (2) new full-time positions with an attributed new payroll of \$81,497.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement and John Orzech seconded the motion. Dennis Murray questioned the current full-time employment positions in light of the retail space not being occupied. It was mentioned that they have until the end of 2026 to obtain the employment figures. There was discussion concerning the high rent rates in the

downtown market which may be presenting a barrier to entry for some businesses. Richard Jeffrey suggested that the City convene downtown building owners to discuss their occupancy/vacancies and seek opportunities to incentivize tenancy by making their storefronts ready for lease. It was recommended that staff review job creation since abatement commenced and meet with owners to discuss a path toward reaching their stated job creation goals. Richard Jeffrey called for a vote and all members unanimously approved the motion.

Firelands Federal Credit Union:

Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31, 2033. The project included the demolition of an existing structure and the construction of a new facility at 329 W Perkins. The agreement called for an investment of \$2.49 million and the creation of the equivalent of (1) new full-time position and the retention of (4) positions at the new location. The project was completed in the Fall of 2023. As of December 31, 2024, the company reported the hire of (1) full-time employee with related payroll of \$10,421.55. The company also reported the retention of (5) employees through this development.

Company report on hiring: "In all our branch locations we strive to hire from the local communities as we feel that is our best option to expand business connections. Of our staff at Perkins Ave, (2) are from the City of Sandusky and an additional (2) are within Erie County. Many of the subcontractors used on the building project were from Erie County which included Fresch Electric, Gundlach, Coles Lawn & Landscaping (does our ongoing lawn maintenance and snow removal), and Hermes-Parker Concrete."

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. John Orzech made a motion to continue the agreement, and Michelle Reeder seconded the motion. Michelle Reeder asked if the payroll number of \$10,421.55 could be verified, because it seemed incorrect. Colleen Gilson stated she would follow up with the applicant. Richard Jeffrey called for a vote and all members unanimously approved the motion.

Gundlach Sheet Metal Works, Inc.:

Richard Jeffrey asked Mrs. Gilson to share the information on the enterprise zone agreement recipients. Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2028. The project included the construction of 6,250 square feet of new warehouse space at 910 Columbus Avenue. The project was estimated to cost \$1 million and create the equivalent of (4.5) new full-time jobs. The project was completed in Fall 2018 and exceeded anticipated investment. As of December 31, 2024, the company had exceeded the job creation and annual payroll commitments reporting (9) new full-time employees with an annual related payroll of \$610,588 at the site.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Dennis Murray made a motion to continue the agreement, and John Orzech seconded the motion. All voting members unanimously approved the motion.

Huntley Building, LLC:

Richard Jeffrey asked Mrs. Gilson to share the information on the enterprise zone agreement recipients. Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2028. The project included the renovation of a commercial building measuring 30,000 square feet. The project was estimated to cost \$2.5M and create the equivalent of (10) new full-time jobs. The project was completed at a cost of more than \$2.8 million and the building houses multiple food, beverage and entertainment tenants. As of December 31, 2024, the company reported (6) new full-time employees with an annual related payroll of \$500,000 at the site.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Dennis Murray made a motion to continue the agreement, and John Orzech seconded the motion. Mr. Murray and Mr. Jeffrey requested staff to review job creation figures from program inception with owners to ensure they are on a path of meeting requirements. Richard Jeffrey called for a vote and all voting members unanimously approved the motion.

Market Street Collective, LLC:

Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2030. The project included the renovation of the 11,000 square foot Cardinal Grocery Store at 317 E. Washington Street into a modern food hall at a total cost of \$2 million. The project was required to create the equivalent of (8) eight new full-time jobs. At present, the project had not moved forward. The property owner met with City Staff twice in 2024 at which time they reported a new project concept and their intention to move forward with a modified development plan. To do so, they indicated they would be seeking substantial support from the City for their project. Due to the delinquent tax status (although in a payment plan with Erie County), the City indicated an unwillingness to make such an investment.

Staff recommended discontinuing the agreement and the City could entertain a new request in the future should the owner pursue the incentive. Richard Jeffrey stated the City Commission would have the final call and asked for a motion. Dennis Murray made a motion to discontinue the agreement, and John Orzech seconded the motion. Richard Jeffrey stated for the record that this board only recommended a course of action to the City Commission and that forced the parties responsible to make these recipients accountable. Dennis Murray commented on the lack of progress for this project. Richard Jeffrey called for a vote and all voting members unanimously approved the motion to discontinue the agreement.

Name One, Yellowstone, LLC:

Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2031. The agreement called for an investment of at least \$450,000 and the creation of the equivalent of (3) three full-time positions as a result of the project. The project involved the substantial redevelopment and adaptive reuse of the building at 333 E Washington Street and converting it into overnight lodging through the creation of approximately (7) residential short-term rental units with on-site amenities. The project was completed in the summer of 2022 at a total cost of just over \$2million. The company reported (0) full-time employees and payroll at the site as of December 31, 2024.

As was the case last year, the owner reported in an email to the City that there was employment or jobs held via contract related to the operation of the building. The owner responded there were (11) jobs that were associated with operation, to include (5) contract positions that provided services on site. These positions included (3) cleaning/housekeeping personnel, (1) property supervisor and property maintenance/ grounds personnel. There were (6) positions that were members of an outside agency – (5) from Best Stay Concepts that provided services in booking stays at the location and (1) independent contractor that provided marketing and social media services.

Staff recommended continuing the agreement if delinquent taxes and assessment payments were brought to current status, or a payment plan was negotiated with appropriate County Offices. As of March 12, 2025, the tax bill and payment history showed a balance due for this applicant. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement if the property owner had the delinquent taxes and assessments payments made by December 1, 2025, or has entered into a payment plan with Erie County prior to this date. Dennis Murray seconded the motion. Richard Jeffrey called for a vote and all voting members unanimously approved the motion.

RDMJD, LLC (dba Ahner Commercial):

Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2032. The project included the renovation of the former YMCA building on Perkins Avenue at a total cost of \$150,000. The company committed to creating the equivalent of (7) new full-time employment positions at the site. As of December 31, 2024, the company reported \$175,000 invested and in follow-up conversation notes that building renovations will continue with plans to fill in both pools to make space for additional occupancy. In 2024, the company added (8) additional part-time employees (Sandusky Book Bar and warehouse) creating \$25,000 in new annual payroll. Company report on hiring: "Most of the employees that work here are from the Sandusky area. Any work we have done here is local contractors. I do not know the hiring procedures of the local contractors."

Staff recommended continuing the agreement. Richard Jeffrey called for a motion.

Michelle Reeder made a motion to continue the agreement, and Dennis Murray seconded the motion. All voting members unanimously approved the motion.

Renaissance Too, LLC (125 - 131 E. Water Street):

Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2030. The project included the renovation of two vacant buildings at a cost between \$1.54-\$1.67 million and retaining the equivalent of (14) employees (10- permanent and 4- seasonal employees). The project was completed at a cost of over \$3M. As of December 31, 2024, the company reported (3) employees with \$135,753 in annual payroll.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement, and John Orzech seconded the motion. Dennis Murray asked for clarity on the tenancy at the location. Colleen Gilson stated primary tenant was Shores & Islands. Richard Jeffrey called for a vote and all voting members approved the motion.

Resort School, LLC:

Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2030. The project included the construction of a five-story building at 250 E. Market Street. The mixed-use project was estimated to cost \$13.6M and create the equivalent of (10) ten new full-time jobs. Construction was completed in late 2020 at a total cost of \$14 million. On-site employment by BGSU as of December 31, 2024, was (9) full-time equivalent positions with an annual payroll of \$604,227.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. John Orzech made a motion to continue the agreement, and Michelle Reeder seconded the motion. Dennis Murray asked if employee count included those providing instruction via virtual platform. Colleen Gilson answered that it was her understanding that they were virtual. There was discussion about the status of building use as well as occupancy in regard to the original intent based on project scope. It was suggested there be consideration of amending the agreement to reflect the current use of the facility. Richard Jeffrey called for a vote and all voting members unanimously approved the motion.

S & S Realty, LTD (Holiday Inn Express – Phase I):

Colleen Gilson stated the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2025. The project included the construction of a new five story Holiday Inn featuring (73) rooms. The project was estimated to cost \$6 million. The agreement for Phase I required the creation of (15) new full-time employees, (20) part-time employees and (3) full-time temporary employees which would result in new annual payroll of approximately \$331,000. The project was completed in 2016. As of December 31, 2021, the

company had invested over \$6 million. Colleen Gilson asked to continue with the information for phase II because the projects were related.

S & S Realty, LTD (Holiday Inn Express – Phase II):

Colleen Gilson continued to explain that the Enterprise Zone Agreement provided a 75% abatement for ten years, expiring on December 31st, 2029. The project included the construction of a five-story building adding 66 rooms to the site. The project was estimated to cost \$5.7M and create 15 new jobs. As of December 31, 2023, the company had invested over \$5.2M. Since the projects were related and construction happened in phases, job creation and associated annual payroll were reported together. As of December 31, 2024, job creation for both projects and annual payroll is as follows:

FTE	34	\$1,177,639.10
PT	26	\$287,811.40
TOTAL	60	\$1,465,450.50

Per agreement commitments, job creation and related annual payroll commitments have been met.

Staff recommended continuing the agreements for both phases. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue both agreements and John Orzech seconded the motion. Richard Jeffrey called for a vote; Dennis Murray abstained from the vote, but all other voting members approved the motion.

Tax Increment Financing District Reviews

Richard Jeffrey continued that for the TIF Districts, it was not required to have a motion or vote, and just an update was given. Colleen Gilson provided an update on the following Tax Increment Financing Districts.

Chesapeake TIF:

Richard Jeffrey asked Mrs. Gilson to share the information on the Tax Increment Financing District recipients. Colleen Gilson stated this 30-year Tax Increment Financing District was created in 2004 to fund private redevelopment projects and/or municipal improvements including, but not limited to, land acquisition, relocation, demolition, parks, streets, utilities, public buildings. In 2024, revenues totaled \$671,564 and expenses totaled \$615,421. Expenses included property tax collection and project costs associated with the Jackson Street Pier and downtown redevelopment. The fund balance at the end of 2024 was \$210,822.

Cleveland Road TIF:

Colleen Gilson stated this 30-year Tax Increment Financing District was created in 2018 to fund public infrastructure improvements such as trails, paths, parks, streets, sidewalks, water and sewer lines, and acquisition of real estate. The Sandusky Schools receive 10% of all annual revenues. In 2024, revenues totaled \$639,209 and expenses totaled \$340,414. Expenses included debt service payments on public improvements related to the Sports Force Parks and payments to the School District. The fund balance at the end of 2024 was \$1,234,251.

Downtown TIF:

Colleen Gilson stated this 30-year Tax Increment Financing District was created in 2018 to fund public infrastructure improvements such as trails, paths, parks, streets, sidewalks, water and sewer lines, and acquisition of real estate. The Sandusky Schools receive 10% of all annual revenues. In 2024, revenues totaled \$119,750 and expenses totaled \$413,291. Expenses included property tax expenses, payments to the School District and expenses related to the Columbus Avenue streetscape project. The fund balance at the end of 2024 was \$6,983.

Cooke Building Improvement Section 41 TIF:

Colleen Gilson stated this 30-year Section 41 TIF was created in 2021 and 2023 was the first year collecting revenue. In 2024, revenues totaled \$205,738 and expenses totaled \$231,019. Expenses included service payments to the building owner and payments to the School District. The fund balance at the end of 2024 was \$10,037. Dennis Murray asked what service payments were considered. Michelle Reeder stated per the Section 41 TIF agreement, the property owner pays the property tax bill, and those funds then get redistributed back to the owner, school, and the city. Richard Jeffrey stated that a minimum balance must be maintained to meet all the requirements of that agreement.

Community Reinvestment Areas

Buckeye Community Twenty-Two, LP (Rieger Place):

Richard Jeffrey asked Mrs. Gilson to share the information on the community reinvestment area agreement recipients. Colleen Gilson stated the Community Reinvestment Area Agreement provided a 75% abatement for ten years, expiring on December 31st, 2024. The project consisted of the renovation of the Rieger Place building into retail units and 37 income restricted senior housing units. The company committed to investing \$5M and creating (2) full-time equivalent employment positions through the project. As of December 31, 2024, the company had invested \$6.1M and had (3) full-time employees at the site with payroll totaling \$44,249.

Company report on hiring: "Buckeye Community Hope Foundation and its property management service provider RLJ Management strives to reach its goal to support the communities where its projects reside. As relates to Rieger Place specifically, the current full-

time Site Manager and Service Technician, as well as the part-time Service Coordinator all live in Sandusky/ Erie County, and our preference is to partner with service providers that are a part of the community to show our respect and support.”

The abatement period expired December 31, 2024. Staff recommended continuing the agreement through the expiration date of December 31, 2024. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement, and Dennis Murray seconded the motion. Richard Jeffrey called for a vote and all voting members unanimously approved the motion.

SandCity, LLC:

Colleen Gilson stated The Community Reinvestment Area Agreement provided a 75% abatement for ten years, expiring on December 31st, 2029. The project consisted of the renovation of three historic buildings on Columbus Avenue into a mixed-use development with an estimated investment of \$11.4M and the creation of (25) full-time equivalent employment positions with new payroll of \$600,000 (approximate). As of December 31, 2024, the company reported (12) positions with \$244,137 in annual payroll.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement and Dennis Murray seconded the motion. All voting members unanimously approved the motion.

Tier 3, LLC:

Colleen Gilson stated the Community Reinvestment Area Agreement provided a 75% abatement for ten years, expiring on December 31st, 2026. The project consisted of the renovation of building at 223 W. Water Street. The project was to cause the investment of approximately \$1.176M and the creation of the equivalent of (10) full time positions. The project has exceeded the required investment and job creation levels with an investment of \$1.4M and job creation of (25) employees and an annual payroll of \$330,091 as of December 31, 2024.

Staff recommended continuing the agreement. Richard Jeffrey called for a motion. Michelle Reeder made a motion to continue the agreement, and Dennis Murray seconded the motion. Richard Jeffrey called for a vote and all members approved the motion, unanimously.

Dennis Murray asked about status of the TIF for Battery Park. Michelle Reeder stated the old TIF was expired. Dennis Murray asked if there was a new TIF for Battery Park. Michelle Reeder stated one had not been approved yet.

Richard Jeffrey stated he wanted to acknowledge the positive experiences he has had with the City and how Staff has handled themselves in meetings with other entities. He also applauded the up-to-date communications the City has provided regarding the Columbus Avenue Streetscape Construction Project.

PUBLIC INPUT:

There was no public present.

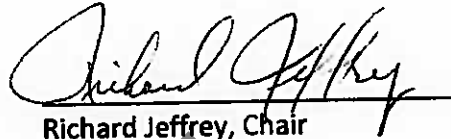
ADJOURNMENT:

Richard Jeffrey asked for a motion to adjourn. A motion to adjourn was made by Michelle Reeder and was seconded by Dennis Murray. The meeting adjourned at 3:28 pm.

Approved:



Quinn Rambo, Clerk



Richard Jeffrey, Chair

EXHIBIT "A"

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 19-216, PASSED ON DECEMBER 9, 2019; AUTHORIZING AND DIRECTING THE CITY MANAGER TO CANCEL THE ENTERPRISE ZONE AGREEMENT WITH MARKET STREET COLLECTIVE, LLC, RELATING TO PROPERTY LOCATED AT 317 E. WASHINGTON STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City Commission approved an Enterprise Zone Agreement with Market Street Collective, LLC, relating to property located at 317 E. Washington Street by Ordinance No. 19-216, passed on December 9, 2019; and

WHEREAS, the Market Street Collective, LLC, project included the renovation of the 11,000 square foot Cardinal Grocery Store at 317 E. Washington Street into a modern food hall at total of \$2 Million with a requirement to create eight (8) new full-time jobs and presently, the project has not moved forward and Sections 1, 2, and 4 of the agreement have not been complied with; and

WHEREAS, the Tax Incentive Review Council met on March 12, 2025, and has recommended discontinuing the Enterprise Zone Agreement with Market Street Collective, LLC; and

WHEREAS, the recommendations of the Tax Incentive Review Council are being approved in companion legislation; and

WHEREAS, the City Commission agrees with the recommendations of the Tax Incentive Review Council and authorizes the City Manager to cancel the Enterprise Zone Agreement with Market Street Collective, LLC; 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 cancel the Enterprise Zone Agreement at the earliest opportunity; 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 hereby repeals Ordinance No. 19-216, passed on December 9, 2019.

Section 2. This City Commission accepted the recommendation of the Tax Incentive Review Council to cancel the Enterprise Zone Agreement with Market Street Collective, LLC, executed on December 18, 2019, for noncompliance of

Sections 1, 2, and 4 of the agreement, a copy of which is attached to this Ordinance and marked Exhibit "A".

Section 3. The City Manager is authorized and directed to take such other actions and measures as are reasonably necessary to cancel the Enterprise Zone Agreement with Market Street Collective, LLC.

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

ENTERPRISE ZONE AGREEMENT

This ENTERPRISE ZONE AGREEMENT (the "Agreement") is made and entered into by and between the City of Sandusky, Ohio, an Ohio municipal corporation with a Commission-Manager form of government with its main offices located at 240 Columbus Avenue, Sandusky, Ohio 44870 (the "City"), and MARKET STREET COLLECTIVE, LLC, a Delaware limited liability company, with mailing address of 20 South 3rd Street, Columbus, Ohio 43215 (the "Company").

WITNESSETH:

WHEREAS, The City of Sandusky has encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, the owners of the Company have purchased and renovated in part multiple properties within the City of Sandusky. The Company previously acquired the currently vacant approximate 11,000 square foot commercial building located at 317 E. Washington Street, Sandusky, Ohio 44870 and further identified as Permanent Parcel No. 56-00731.000. The Company is now desirous of substantially redeveloping such building into a micro-food hall with leasable commercial space. The Company will invest between approximately \$2,007,720.00 into this mixed-use project, including \$515,000 for building acquisition and approximately \$1,492,720 for physical build-out, improvements, and renovation (the "Project"), which Project will preserve or create employment opportunities within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, the Sandusky City Commission of the City of Sandusky, Ohio by Resolution No. 05-183 adopted April 18, 2006, designated the area as an "Enterprise Zone" pursuant Chapter 5709.61(A)(1)(a) and (f) of the Ohio Revised Code; and

WHEREAS, effective April 18, 2006, the Director of the Ohio Development Services Agency of the State of Ohio determined that the aforementioned area designated in said Resolution No. 05-183 contains the characteristics set forth in Section 5709.61(A)(1)(a) and (f) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, the City having the appropriate authority for the stated type of project is desirous of providing the Company with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, the Company has submitted a proposed agreement application (herein attached as Exhibit A) to the City (the "Application"); and

WHEREAS, the Company has remitted the required state application fee of \$750.00 made payable to "Treasurer of the State of Ohio" with the application to be forwarded with the final agreement; and

WHEREAS, the Chief Development Officer of the City has investigated the application of the Company and has recommended the same to the Sandusky City Commission on the basis that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of the City; and

WHEREAS, the project site as proposed by the Company is located in the Sandusky City School District and the Board of Education of the Sandusky City Schools have been notified in accordance with Section 5709.83 and been given a copy of the application; and

WHEREAS, pursuant to Section 5709.62(C) and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties agree as follows:

1. The Company shall renovate an approximate 11,000 square foot historic building to be utilized as a micro-food hall with ability to lease to commercial tenants. The Company estimates an anticipated real estate investment for the Project between \$1,492,720.00, not including acquisition costs. The acquisition cost for the building was \$515,000. The Project represents a significant new investment on the site. The construction is expected to commence by January 1, 2020 and be completed by December 31, 2020.

2. The Company shall create or cause to be created the equivalent of eight (8) full-time, zero (0) part-time and, six (6) seasonal equivalent job opportunities.

This amount of existing payroll related to the job retention associated with this Project will result in approximately \$414,000.00 (dollars) of retained annual payroll for the Company or made possible by the Company. The following is an itemization by the type of retained jobs: permanent full-time \$334,000 permanent part-time \$0 and temporary full-time \$ 80,000.00.

3. The Company shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.

4. The Company will use its best efforts to hire employees from Erie County, with a preference to residents of the City. Furthermore, the Company shall use Erie County contractors for work related to the Project to the greatest extent possible.

5. The City hereby grants the Company a tax exemption for real property improvements made to the Project site pursuant to Section 5709.62 of the Ohio Revised Code for ten (10) years and shall be in the following amounts:

<u>Year of Tax Exemption</u>	<u>Tax Exemption Amount</u>
YR 1	75%
YR 2	75%
YR 3	75%
YR 4	75%
YR 5	75%

YR 6	75%
YR 7	75%
YR 8	75%
YR 9	75%
YR 10	75%

The exemption commences the first year for which the real property would first be taxable were that property not exempted from taxation. No exemption shall commence after 2021 nor extend beyond 2030.

The Company must file the appropriate tax forms with the County Auditor and with the State Department of Taxation (#913) to effect and maintain the exemptions covered in the agreement. The #913 Ohio tax form **must** be filed annually.

6. The Company shall pay an annual monitoring fee equal to two hundred dollars (\$200.00).

The fee shall be made payable to the City once per year, due no later than April 15th of each year. The fee is to be paid to the Director of Finance by check made out to the City of Sandusky. This fee shall be deposited in a special fund created for such purpose and shall be used exclusively for the purpose of complying with section 5709.68 of the Ohio Revised Code and by the Tax Incentive Review Council created under section 5709.85 of the Ohio Revised Code exclusively for the purposes of performing the duties prescribed under that section.

7. The Company shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. If the Company fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for which such taxes are charged or such reports or returns are required to be filed and thereafter.

8. The City shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

9. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or the City revokes the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless the Company materially fails to fulfill its obligations under this agreement and the City terminates or modifies the exemptions from taxation granted under this agreement.

10. If the Company materially fails to fulfill its obligations under this agreement, other than with respect to the number of employee positions estimated to be created or retained under this agreement, or if the City determines that the certification as to delinquent taxes required by this agreement is fraudulent, the City may terminate or modify the exemptions from taxation granted under this agreement.

11. In any three-year period during which this agreement is in effect, if the actual number of employee positions created or retained by the Company is not equal to or greater than seventy-five per cent of the number of employee positions estimated to be created or retained under this agreement during that three-year period, the Company shall repay the amount of taxes on property that would have been payable had the property not been exempted from taxation under this agreement during that three-year period. In addition, the City may terminate or modify the exemptions from taxation granted under this agreement.
12. The Company hereby certifies that at the time this agreement is executed, the Company does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio and does not owe delinquent taxes for which the Company is liable under Chapter 5733, 5735, 5739, 5741, 5743, 5747, or 5753. of the Revised Code, or, if such delinquent taxes are owed, the Company currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against the Company. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
13. The Company affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
14. The Company and the City acknowledge that this agreement must be approved by formal action of the legislative authority of the City as a condition for the agreement to take effect. This agreement shall take effect upon the later of the date of such legislative approval or the date all parties have signed this agreement.
15. The City has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, the Company is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, sexual orientation, gender identity or expression, disability, color, national origin, or ancestry.
16. Exemptions from taxation granted under this agreement shall be revoked if it is determined that the Company, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
17. The Company affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of the Company has knowingly made a false statement to the State or local

political subdivision to obtain the Enterprise Zone incentives, the Company shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

18. This agreement is not transferrable or assignable without the express, written approval of the City.

[Signature page follows.]

EXHIBIT "A"

IN WITNESS WHEREOF, the City of Sandusky, Ohio, by Eric Wobser, its City Manager, and pursuant to Ordinance No. 19-216, has caused this instrument to be executed this 18th day of DECEMBER, 2019 and MARKET STREET COLLECTIVE, LLC by DAVID YANKO, its Manager, has caused this instrument to be executed on this 12th day of DECEMBER, 2019.

CITY OF SANDUSKY, OHIO

By: [Signature]
Eric Wobser, City Manager

MARKET STREET COLLECTIVE, LLC
A Delaware limited liability company

By: [Signature]
DAVID YANKO, Manager

Approved as to form:

By: [Signature]
Director of Law

Date: Dec. 18, 2019

EXHIBIT A

[Attach Application]

EXHIBIT "A"

**OHIO DEVELOPMENT SERVICES AGENCY
OHIO ENTERPRISE ZONE PROGRAM**

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the _____ (local legislative authorities) _____ located in the County of Erie and Market Street Collective, LLC

1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

<u>Market Street Collective, LLC</u>	<u>Rahul Paliwal</u>
enterprise name	contact person
<u>855-955-1041 x701</u>	<u>20 S 3rd Street, Ste 210, Columbus OH 43215</u>
telephone number	address

1b. Project site:

<u>Same</u>	_____
contact person	telephone number
_____	_____
address	

2a. Nature of business (manufacturing, distribution, wholesale or other).

Food Retail

2b. List primary 6 digit NAICS # 445110.
Business may list other relevant SIC numbers.

- 2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)
N/A
-
- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
Limited Liability Company
-
3. Name of principal owner(s) or officers of the business (attach list if necessary).
Rahul Paliwal, David Yanko
-
4. Is business seasonal in nature? Yes No
- 5a. State the enterprise's current employment level at the proposed project site:
0
-
- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.
Yes No
- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:
-
- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
-
- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:
- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?
- 6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local

legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No x

6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement:

7. Does the Enterprise owe :

a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?
Yes ___ No x

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No x

c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
Yes ___ No x

d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).

8. Project Description (attach additional pages if necessary):

Renovation of former (vacant) grocery store, to provide a multi-faceted food experience. The project will activate a latent area of downtown Sandusky and provide greater food choice to local residents, workers, and boaters, and is expected to attract out-of-town visitors.

9. Project will begin January , 20 20 and be completed June , 20 20 provided a tax exemption is provided.

10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): 8-10 construction jobs, 8 permanent jobs, 6-8 seasonal jobs

10b. State the time frame of this projected hiring: 1 years

10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary

employees): Construction jobs - Jan-Jun 2020;
 Permanent and seasonal jobs - May-July 2020

11a. Estimate the amount of annual payroll such new employees will add \$ 414,000 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).
 \$80,000 temporary seasonal hourly jobs \$334,000 permanent salaried and hourly jobs

11b. Indicate separately the amount of existing annual payroll relating to any job retention starting from the project: \$ 0

12. Market value of the existing facility as determined for local property taxation.
 \$ 231,130

13a. Business's total current investment in the facility as of the proposal's submission.
 \$

13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
 \$

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

	<u>Minimum</u>	<u>Maximum</u>
A.Acquisition of Buildings:	\$	\$ 515,000
B.Additions/New Construction:	\$	\$
C.Improvements to existing buildings:	\$	\$ 1,492,720
D.Machinery & Equipment:	\$	\$
E.Furniture & Fixtures:	\$	\$
F.Inventory:	\$	\$
Total New Project Investment:	\$	\$ 2,007,720

15. a. Business requests the following tax exemption incentives: 75 % for 10 years covering real x and/or personal property including inventory _____ as described above. Be specific as to type of assets, rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

To lower the cost of owning real and personal property to support our efforts to revitalize this part of downtown Sandusky. These incentives will aid in boosting the appearance, value, and integrity of the neighborhood. Also, to help in creating a vastly more energy-efficient property.

Submission of this application expressly authorizes (name of the local jurisdiction) and/of (name of county) to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Market Street Collective, LLC

8 November, 2019

Name of Enterprise

Date

Rahul Paliwal

Rahul Paliwal, Member

Signature

Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

** Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager
From: Scott Kromer, Streets & Utilities Superintendent
Date: March 25, 2025
Subject: **Commission Agenda Item – Purchase of 2024 Avant 760 GT Cab for Forestry Division**

ITEM FOR CONSIDERATION: Legislation authorizing the purchase of one (1) new 2024 Avant 760 GT Cab and parts for Forestry Division through Sourcewell cooperative purchasing program, from KTS Equipment, LLC from Wellington, Ohio, who is the authorized dealer for Avant Tecno USA Inc. (contract #020223-AVT) for the Forestry Division.

BACKGROUND INFORMATION: The equipment listed above is available for a purchase price of \$94,900.00 from KTS Equipment, LLC of Wellington, Ohio through the Sourcewell cooperative purchasing program, contract #020223-AVT.

The tractor is larger than the current tractor in-use and a better fit for Forestry operations, including general tree maintenance and emergency tree removal during inclement weather events, as well as, for snow removal.

The Forestry Division currently has an Avant 640 Articulated Loader and will be utilized by Oakland Cemetery to prepare for funeral services.

BUDGETARY INFORMATION: The total cost for one (1) new 2024 Avant 760 GT Cab & parts shall not exceed \$94,900.00 and will be paid from Capital Improvement funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared and approval be granted to purchase one (1) new Avant 2024 Avant 760 GT Cab and parts from KTS Equipment, LLC of Wellington, Ohio, in an amount not to exceed \$94,900.00. It is further requested that the legislation be passed under suspension of the rules in full accordance with Section 14 of the City Charter to allow the order to be immediately placed so the equipment can be used at the earliest opportunity.

I concur with this recommendation:

John Orzech
City Manager

Aaron Klein
Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

KTS Equipment

QUOTE

47117 St. Rt. 18 Wellington, OH 44090
440-647-2015 | 216-990-2543
Tyler@ktsequipment.com

Quote #1500
Date: Feb 5, 2025

To:
City of Sandusky
Nate Leimeister
1024 Cement Ave
Sandusky, OH 44870
Nleimeister@ci.sandusky.oh.us
419-357-5293

Qty	Description		Line total
1	*NEW* 2024 Avant 760 GT Cab		\$110,500.00
1	53" General Bucker		\$0.00
	Sourcewell contract #020223-AVT	12%	\$13,260.00
	Additional discount		\$3340.00
		Subtotal	\$93,900.00
		Freight	\$1000.00
		Total	\$94,900.00

Thank you for your business!

CERTIFICATE OF FUNDS

In the Matter of: Avant- Forestry Department

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 431-6202-54000, 431-6200-54000

By: 

Michelle Reeder

Finance Director

Dated: 3/18/25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE A NEW 2024 AVANT 760 GT CAB LOADER THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FROM KTS EQUIPMENT, LLC OF WILLINGTON, OHIO, FOR THE FORESTRY DIVISION; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Forestry Division currently uses an Avant 640 Articulated Loader for general tree maintenance and emergency tree removal during inclement weather events, as well as for snow removal and it is desired to replace with a larger loader which is a better fit for the Forestry Division; and

WHEREAS, it is recommended to replace the Avant 640 with a new 2024 Avant 760 GT Cab Loader and retain the Avant 640, which is smaller, to be utilized by the Oakland Cemetery staff to prepare for funeral services; and

WHEREAS, Sourcewell's cooperative contract purchasing leverages the national purchasing power of more than 50,000 member agencies while also streamlining the required purchasing process and as a municipal national contracting agency, Sourcewell establishes and provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting Law; and

WHEREAS, the City as a member of the Sourcewell Cooperative Purchasing Program (Member ID 68351) desires to purchase a new 2024 Avant 760 GT Cab Loader that has been competitively bid and made available through the membership from KTS Equipment, LLC of Wellington, Ohio, who is an authorized dealer for Avant Tecno USA Inc. (Contract #020223-AVT); and

WHEREAS, the total cost of the new 2024 Avant 760 GT Cab Loader, including freight, is \$94,900.00 and will be paid with Capital Improvement 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 to allow the order to be immediately placed so the equipment can be used at the earliest opportunity; 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 Forestry Division, 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 expend funds for the purchase of a new 2024 Avant 760 GT Cab Loader through the Sourcewell Cooperative Purchasing Program from KTS Equipment, LLC of Wellington, Ohio, (Contract #020223-AVT) for the Forestry Division at an amount **not to exceed** Ninety-Four Thousand Nine Hundred and 00/100 Dollars (\$94,900.00).

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025



Building Division

240 Columbus Avenue

Sandusky, Ohio 44870

419.627.5940

www.CityofSandusky.com

To: John Orzech, City Manager
From: Scott Thom, Chief Building Official
Date: March 26, 2025
Subject: Commission Agenda Item – Memorandum of Understanding with the Village of Kelleys Island for Building Related Services

Items for Consideration: Legislation authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the Village of Kelleys Island for the provision of services relating to review of plans, specifications, and providing building inspection services for the Village of Kelleys Island.

Background Information: The Village of Kelleys Island recently passed legislation adopting the Ohio Building Code and Residential Code of Ohio for One-, Two- and Three-Family Dwellings and has petitioned the Board of Building Standards to certify the Village of Kelleys Island to enforce the provisions of the Ohio Revised Code relating to Building Standards. Prior to adopting the legislation, the Village of Kelleys Island contacted the City to express their desire to have the City provide services for building inspections and review of plans and specifications for commercial, residential and public buildings at Kelleys Islands.

Once the agreement is in effect, it will be effective until either party terminates pursuant to the terms of the agreement.

Budgetary Information: This will bring additional revenue to the City. The City will collect the building fees for the Village of Kelley's Island and then return 10% of the annual collection back to the Village before March 31st of the following year.

Action Requested: It is requested that the proper legislation be prepared authorizing the City Manager to execute a Memorandum of Understanding (MOU) with the Village of Kelleys Island for the provision of services relating to review of plans, specifications, and providing building inspection services for the Village of Kelleys Island. It is further requested and that this legislation take immediate effect in full accordance with Section 14 of the City Charter in order to allow the MOU to be fully executed and submitted to the Ohio Board of Buildings Standards for approval so the services can begin by May 1, 2025, or as soon after as possible.

I concur with this recommendation:

Scott Thom, Chief Building Official

John Orzech, City Manager

cc: Cathy Myers, Commission Clerk; Stewart Hastings, Law Director; Michelle Reeder, Finance Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE VILLAGE OF KELLEYS ISLAND, OHIO, FOR REVIEW OF PLANS, SPECIFICATIONS, AND PROVIDING OF BUILDING INSPECTION SERVICES TO ESTABLISH AND MAINTAIN BUILDING DEPARTMENT SERVICES FOR COMMERCIAL, RESIDENTIAL AND PUBLIC BUILDINGS AT KELLEYS ISLAND; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Village of Kelleys Island, Ohio, recently passed legislation adopting the Ohio Building Code and Residential Code of Ohio for One-, Two- and Three-Family Dwellings; and

WHEREAS, the City of Sandusky, Building Inspection Division has been certified by the Ohio Department of Commerce, Division of Industrial Compliance to exercise enforcement of the Ohio Basic Building Code & Residential Code in accordance with sections 3781, 3783 & 3791 of the Ohio Revised Code; and

WHEREAS, the Board of Building Standards is being petitioned to certify Village of Kelleys Island to enforce the provisions in such Chapters of the Ohio Revised Code and any Regulations adopted pursuant thereto relating to all Buildings or parts thereof as defined in Section 3781, 3783 & 3791 Ohio Revised Code, with the conditions that the City of Sandusky, Building Inspection Division perform all inspections and exercise the Enforcement Authority pursuant to Section 3781, 3783 & 3791 Ohio Revised Code; and

WHEREAS, the City's Building Inspection Division desires and is willing to administer and enforce the applicable provisions of the Ohio Basic Building Codes & Residential Codes within the limits of Village of Kelleys Island pursuant to its authority to do so contained in Chapter 3781, 3783 & 3791 of the Ohio Revised Code and is granted by the Ohio Board of Building Standards; and

WHEREAS, the City will collect the building fees for the Village of Kelley's Island and then return ten percent (10%) of the annual collection to the Village before March 31st of the following year; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules and in accordance with Section 14 of the City Charter in order to allow the MOU to be fully executed and submitted to the Ohio Board of Building Standards for approval so the service can begin by May 1, 2025, or as soon after as possible; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of Municipal Departments, including the Department of Community Development, of the City of Sandusky, Ohio, the City Commission of the City of

Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into a Memorandum of Understanding with the Village of Kelleys Island for Review of Plans, Specifications, and Providing of Building Inspection Services to Establish and Maintain Building Department Services for Commercial, Residential and Public Buildings at Kelleys Island, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

Section 2. The Finance Director is authorized and directed to take such other actions and measures as are reasonably necessary to properly account for any fees collected.

Section 3. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 4. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

PAGE 3 - ORDINANCE NO. _____

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

Memorandum of Understanding for Review of Plans, Specifications, and Providing of Building Inspection Services to Establish and Maintain Building Department Services for Commercial, Residential and Public Buildings

This Agreement made and entered into this ___ day of _____ 2025, by and between the City of Sandusky and Village of Kelleys Island, located within the State of Ohio, County of Erie.

WHEREAS, the Ohio Department of Commerce, Division of Industrial Compliance, Board of Building Standards has heretofore certified the City of Sandusky, Building Inspection Division to exercise Enforcement Authority of all provisions in such Chapters and any Regulations adopted pursuant thereto relating to all Buildings or parts thereof as defined in Section 3781, 3783 & 3791 of the Ohio Revised Code. and

WHEREAS, the Ohio Board of Building Standards has formulated and adopted the Ohio Basic Building Code & Residential Codes containing Regulations governing Buildings or Classes of Building specified in Section 3781, 3783 & 3791 of the Ohio Revised Code, and

WHEREAS, it is necessary in accordance with Section 3781, 3783 & 3791 Ohio Revised Code, that the Ohio Basic Building Code & Residential Codes be administered and enforced within the limits of Village of Kelleys Island, and

WHEREAS, the Board of Building Standards is being petitioned to certify Village of Kelleys Island to enforce the provisions in such Chapters of the Ohio Revised Code and any Regulations adopted pursuant thereto relating to all Buildings or parts thereof as defined in Section 3781, 3783 & 3791 Ohio Revised Code, with the conditions that the City of Sandusky, Building Inspection Division perform all inspections and exercise the Enforcement Authority pursuant to Section 3781, 3783 & 3791 Ohio Revised Code, and

WHEREAS, the City of Sandusky, Building Inspection Division desires and is willing to administer and enforce the applicable provisions of the Ohio Basic Building Codes & Residential Codes within the limits of Village of Kelleys Island pursuant to its Authority to do so contained in Chapter 3781, 3783 & 3791 of the Ohio Revised Code and is granted by the Ohio Board of Building Standards, and

WHEREAS, Village of Kelleys Island has heretofore passed Ordinance No. 2025-O-02 on the 8th day of March, 2025, authorizing Village of Kelleys Island, through its Village Council, to enter into Agreement with the City of Sandusky, Building Inspection Division for Enforcement of the provisions of the Ohio Basic Building Code & Residential Codes within the limits of Village of Kelleys Island, whereby the City of Sandusky, Building Inspection Division is to exercise all Enforcement Authority necessary within Village of Kelleys Island jurisdiction, and

WHEREAS, the City of Sandusky has on the 14th day of April, 2025 adopted its Ordinance

authorizing the City of Sandusky Commissioners to enter said Agreement with Village Kelleys Island, for the purpose aforesaid:

NOW, THEREFORE, it is hereby agreed by and between the parties as follows:

1. This Agreement shall be void and have no force or effect in the event of refusal of the Ohio Board of Building Standards to certify Village of Kelleys Island.
2. Village of Kelleys Island hereby grants the City of Sandusky, Building Inspection Division full Authority to take all measures necessary to exercise Enforcement Authority, to accept and approve plans and specifications and make inspections necessary within Village of Kelleys Island jurisdiction, in accordance with the provisions of the Ohio Basic Building Codes & Residential Codes Chapters 4101:1, 4101:2, 4101:3, 4101:4, 4101:5, 4101:7 & 4101:8 of Ohio Administrative Code.
3. The City of Sandusky, Building Inspection Division accepts the Authority and Responsibility to implement the terms of this Agreement.
4. The City of Sandusky, Building Inspection Division shall have full Authority to take all measures necessary to administer and enforce provisions of the Ohio Basic Building Codes & Residential Codes within the limits of Village of Kelleys Island and
5. The effective date for which the City of Sandusky, Building Inspection Division shall begin to perform its said duties under the terms of this Agreement shall be May 1, 2025, or the date of Certification by the Ohio Board of Building Standards, whichever shall last occur, and this Agreement shall thereafter continue in full force and effect until either parties shall give written notice to the other of its intention to terminate the Agreement, which may be for any reason, except that this Agreement shall not terminate until Village of Kelleys Island can obtain Building Code Enforcement services or 90 days, whichever time occurs first.
6. Village of Kelleys Island hereby agrees to hold the City of Sandusky, Building Inspection Division harmless from claims or causes of action of every kind and nature arising from the acts of the City of Sandusky, Building Inspection Division, its agents, employees or representatives in the Administration and Enforcement of the Ohio Basic Building Codes & Residential Codes within the limits of Village of Kelleys Island, except where the acts of omissions of the agents, employees or representatives are found to be manifestly outside the scope of employment or official responsibilities, or where the acts or omissions are found to be in bad faith with malicious purpose, or are the result of fraudulent acts or misrepresentations of the agents, employees or representatives of the City of Sandusky, Building Inspection Division, or involving the operation of motor vehicles by employees or representatives for which the City of Sandusky has insurance coverage.
7. This Agreement shall be deemed to authorize the City of Sandusky, Building Inspection Division to Administer and Enforce for Village of Kelleys Island any

amendments or additions to the Ohio Basic Building Code & Residential Codes hereafter adopted by the Board of Building Standards pursuant to the Authority granted by said Board by Chapter 3781, 3783 & 3791 of the Revised Code of Ohio, at all times after said Board shall have adopted such amendments or additions. The Village of Kelleys Island agrees that the City of Sandusky, Building Inspection Division require Village of Kelleys Island business, except for the actual inspections, to be conducted at the City of Sandusky, Building Inspection Division's office located at 240 Columbus Avenue Sandusky, Ohio.

8. Agreement Specifications and Requirements of both City of Sandusky, Building Inspection Division and Village of Kelleys Island.

Commercial Building Inspections

- A. The City of Sandusky, Building Inspection Division will be compensated 90% of all monies collected from plan reviews, administrative fees and permits not including the Ohio Board of Building Standards 3% surcharge within Village of Kelleys Island jurisdiction. Any fees collected through recall and/or reinspection shall be 100% retained by City of Sandusky, Building Inspection Division.
- B. The Village of Kelleys Island will be compensated with 10% of all monies collected from plan reviews, administrative fees and permits not including the Ohio Board of Building Standards 3% surcharge within Village of Kelleys Island jurisdiction. Any fees collected through recall and/or reinspection shall be 100% retained by City of Sandusky, Building Inspection Division. The amount due will be paid to the Village of Kelleys Island annually and will be due before March 31 of the following year.
- C. The fee schedule for all services covered by this agreement is attached hereto as Exhibit A. The Village of Kelleys Island and the City of Sandusky, Building Inspection Division will mutually agree to any changes in fees.

Residential Building Inspections

- D. The City of Sandusky, Building Inspection Division will be compensated 90% of all monies collected from plan reviews, administrative fees and permits not including the Ohio Board of Building Standards 1% surcharge within Village of Kelleys Island jurisdiction. Any fees collected through recall and/or reinspection shall be 100% retained by City of Sandusky, Building Inspection Division.
- E. The Village of Kelleys Island will be compensated 10% of all monies collected from plan reviews, administrative fees and permits not including the Ohio Board of Building Standards 1% surcharge within Village of Kelleys Island jurisdiction. Any fees collected through recall and/or reinspection shall be 100% retained by City of Sandusky, Building Inspection Division. The amount due will be paid to the Village of Kelleys Island annually and will be due before March 31 of the following year.

- F. The Village of Kelleys Island and the City of Sandusky, Building Inspection Division will mutually agree to any raises in fees.

Contractor Registration

- G. The City of Sandusky shall include the Village of Kelleys Island into its contractor registration jurisdiction. The Village of Kelleys Island shall require the contractors to be registered with the City of Sandusky. Contractors shall be registered with the City of Sandusky to obtain plan approval (permit) to perform work in the Village of Kelleys Island. Contractors shall be required to follow all regulations within City of Sandusky Codified Ordinances 1317 Contractors. The City of Sandusky shall retain 100% of all monies collected from contractor registrations.

Duties of Each Entity

- H. The City of Sandusky shall enforce building codes within the Village of Kelleys Island by following City of Sandusky Codified Ordinances 1305, 1309, 1317, 1321, 1325, 1349 & 1353 for guidance in instances that the Village of Kelleys Island has not defined a course of action. In any case of conflict between Village of Kelleys Island and City of Sandusky's Codified Ordinances the Village of Kelleys Island shall govern.
- I. Any monies due to The State of Ohio, Ohio Board of Building Standards or any other government entity are the responsibility of the City of Sandusky, Building Inspection Division.
- J. The city of Sandusky is responsible for all road transportation costs incurred to and from the airports or ferry services in Erie and Ottawa Counties. All ferry and/or airplane travel expenses shall be the responsibility of the Village of Kelleys Island to bill each individual permit holder based on inspection(s) performed. The Village of Kelleys Island will be responsible for the accounting of the travel expenses, billing permit holders, the City of Sandusky shall provide the inspection and travel information necessary for the Village of Kelleys Island to accurately determine the cost amount(s) individual permit holders are responsible for.
- K. The Village of Kelleys Island will provide City of Sandusky, Building Inspection Division workspace equal to the individual workspaces that are provided for Village of Kelleys Island personnel. Workspace shall be used for activities associated to the building inspection program.
- L. The City of Sandusky, Building Inspection Division will assume all labor costs associated with the employment of inspectors and management of them (wages, healthcare, Ohio Public Employees Retirement System, workers compensation, and Medicare).

- M. This agreement can be modified upon the agreement of both City of Sandusky, Building Inspection Division and Village of Kelleys Island any modifications shall be submitted in written form and signed both agencies assigned person.
- N. City of Sandusky, Building Inspection Division is proposing a perpetual contractual agreement that can be ended by either party as per the terms in item 5. Upon mutual agreement by both City of Sandusky, Building Inspection Division and Village of Kelleys Island with a start date of May 1, 2025.

The intent of this document is to create guidelines that enable both the City of Sandusky, Building Inspection Division and Village of Kelleys Island to both mutually benefit from the services provided by the City of Sandusky, Building Inspection Division. The City of Sandusky, Building Inspection Division is interested in building a relationship between the two entities that is strong and long lasting enabling both the City of Sandusky, Building Inspection Division, and the Village of Kelleys Island to provide the citizens of their respective communities the best possible inspection service at the lowest cost to the citizens of their communities.

ACCEPTANCE of this Contract/Agreement of Authorization is evidence of our intent to comply with Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act which prohibits discrimination because of race, color, natural origin, handicap (age, sex and/or religion where applicable) in any facet of our operation.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective the date first above written.

Village of Kelleys Island:

By: _____
Ron Ehrbar, Mayor

By: _____
Gary Finger, Council President

City of Sandusky:

By: _____
John Orzech, City Manager

Village of Kelleys Island, Administrator

By: _____
Andy Federle, Village Administrator

APPROVED AS TO FORM:

By: _____
Stewart Hastings, City of Sandusky Law Director

APPROVED AS TO FORM:

By: _____
Dave Lambros, Village Solicitor

EXHIBIT "A"

Kelleys Island Residential Building Fee Schedule

Residential - One, Two and Three Family Plan Approval Fee Schedule - Effective: January 1, 2025

Application Type	Base Fee	# of Insp.	Administrative Processing & Plan Review	Rate Type	Rate Amount	Number of Inspections Included	Reinspection and/or Recall Fee + Travel	BBS Fee
BUILDING:								
New Construction, Addition or Alteration	\$1,000.00	5	\$200.00	SqFt	\$0.17	5	\$200.00	1%
New Deck, Porch and/or Adding Roof Over Existing	\$1,000.00	5	\$150.00	SqFt	\$0.17	2	\$200.00	1%
New Detached Garage, Carport or Accessory Structure	\$1,000.00	5	\$150.00	SqFt	\$0.17	5	\$200.00	1%
Roof Replacement or Roof Overlay	\$400.00	2	\$150.00	SqFt	\$0.12	2	\$200.00	1%
Siding Installation Over Existing Structure (Double Lin Ft for 2-Story)	\$400.00	2	\$150.00	LinFt	\$0.27	2	\$200.00	1%
Demolition of Structure	\$400.00	2	\$50.00	SqFt	\$0.12	1	\$200.00	1%
Moving of Structure	\$600.00	2	\$150.00	SqFt	\$0.12	2	\$200.00	1%
Handicap Ramp	\$200.00	2	\$50.00	N/A	\$0.00	1	\$200.00	1%
ELECTRICAL:								
New Wiring, Altering and/or Adding to Existing Electrical System	\$400.00	2	\$150.00	SqFt	\$0.12	2	\$200.00	1%
Electrical Service Upgrade	\$350.00	1	\$75.00	N/A	\$0.00	1	\$200.00	1%
MECHANICAL- HVAC:								
New Heating and/or Air Conditioning System	\$400.00		\$150.00	SqFt	\$0.12	2	\$200.00	1%
Alterations to Existing Heating and/or Air Conditioning System	\$350.00		\$75.00	N/A	\$0.00	1	\$200.00	1%
HVAC Furnace and/or Air Conditioner Replacement	\$350.00		\$75.00	N/A	\$0.00	1	\$200.00	1%
OTHER:								
Pools & Spas				Each	\$200.00	1		1%
Special Inspection (including after hours)				Each	\$300.00	1		1%

Owner's or Owner's Agent's shall be responsible for all ferry fees or airplane travel (depending on time of year) to and from Kelleys Island for inspection of work. All inspections dependent on weather permitting ferry and/or airplane service. Owner's or Owner's Agent's shall be responsible for all island transportation from ferry or airport to site of inspection and back to ferry or airport.

RECALL OR REINSPECTION FEES ARE REQUIRED IF SCHEDULED INSPECTION IS NOT READY, DISAPPROVED OR PARTIAL.

ADDITIONAL REQUESTED INSPECTIONS OVER THE INCLUDED INSPECTIONS LISTED FOR PERMIT ARE CHARGED AT THE RECALL INSPECTION RATE.

LATE FILING PENALTY - FILING APPLICATION FOR APPROVAL AFTER WORK HAS STARTED = 100% OF THE NORMAL FEE ADDED TO THE NORMAL FEE (DOUBLE NORMAL AMOUNT)

ALL FEES ARE CHARGED A 1% SURCHARGE WHICH IS PAID TO THE OHIO BOARD OF BUILDING STANDARDS. This total assessment is pursuant to OAC 4101:8-1-03. Each political subdivision that prescribes fees for the acceptance and approval of plans and specifications, and making inspections pursuant to division (E) of section 3781.102 of the Ohio Revised Code shall collect on behalf of the Board of Building Standards an assessment equal to one percent of such fees.

The first Residential Code of Ohio (RCO) was effective on May 27, 2006. Prior to that date, each local jurisdiction had the authority to adopt its own regulations. The RCO is now the only code permitted to be enforced by all political subdivisions that wish to enforce a 1, 2 and 3-family building code.

EXHIBIT "A"

Kelleys Island Commercial Building Fee Schedule

Non Residential (Commercial) Plan Approval Fee Schedule - Effective: January 1, 2025

Application Type	Base Fee	# of Insp.	Administrative Processing & Plan Review	Rate Type	Rate Amount	Number of Inspections Included	Reinspection and/or Recall Fee + Travel	BBS Fee
BUILDING:								
New Construction, Addition or Alteration	\$1,000.00	5	\$275.00	SqFt	\$6.50	5	\$200.00	3%
New Deck, Porch and/or Adding Roof Over Existing	\$1,000.00	5	\$275.00	SqFt	\$6.50	2	\$200.00	3%
New Detached Accessory Structure	\$1,000.00	5	\$275.00	SqFt	\$6.50	5	\$200.00	3%
Roof Replacement or Roof Overlay	\$400.00	2	\$275.00	SqFt	\$6.50	2	\$200.00	3%
Exterior Alteration	\$400.00	2	\$275.00	LinFt	\$6.50	2	\$200.00	3%
Demolition of Structure	\$400.00	2	\$100.00	SqFt	\$6.50	1	\$200.00	3%
Moving of Structure	\$1,000.00	2	\$275.00	SqFt	\$6.50	2	\$200.00	3%
ELECTRICAL:								
New Wiring, Altering and/or Adding to Existing Electrical System	\$400.00	2	\$275.00	SqFt	\$6.50	2	\$200.00	3%
Electrical Service Upgrade	\$400.00	1	\$100.00	N/A	\$0.00	1	\$200.00	3%
Electrical Meter Release or Temporary Electrical Service	\$400.00	1	\$100.00	N/A	\$0.00	1	\$200.00	3%
MECHANICAL- HVAC:								
New Heating and/or Air Conditioning System	\$400.00		\$275.00	SqFt	\$6.50	2	\$200.00	3%
Alterations to Existing Heating and/or Air Conditioning System	\$400.00		\$100.00	N/A	\$0.00	1	\$200.00	3%
HVAC Furnace and/or Air Conditioner Replacement	\$400.00		\$100.00	N/A	\$0.00	1	\$200.00	3%
FIRE ALARM:								
New Construction, Addition or Alteration	\$400.00	2	\$275.00	SqFt	\$6.50	5	\$200.00	3%
SPRINKLER SYSTEM:								
New Construction, Addition or Alteration	\$400.00	5	\$275.00	SqFt	\$6.50	5	\$200.00	3%
OTHER:								
Pools & Spas				Each	\$200.00	1		3%
Special Inspection (including after hours)				Each	\$300.00	1		3%

Owner's or Owner's Agent's shall be responsible for all ferry fees or airplane travel (depending on time of year) to and from Kelleys Island for inspection of work. All inspections dependent on weather permitting ferry and/or airplane service. Owner's or Owner's Agent's shall be responsible for all island transportation from ferry or airport to site of inspection and back to ferry or airport.

RECALL OR REINSPECTION FEES ARE REQUIRED IF SCHEDULED INSPECTION IS NOT READY, DISAPPROVED OR PARTIAL.

ADDITIONAL REQUESTED INSPECTIONS OVER THE INCLUDED INSPECTIONS LISTED FOR PERMIT ARE CHARGED AT THE RECALL INSPECTION RATE.

LATE FILING PENALTY - FILING APPLICATION FOR APPROVAL AFTER WORK HAS STARTED = 100% OF THE NORMAL FEE ADDED TO THE NORMAL FEE (DOUBLE NORMAL AMOUNT)

ALL FEES ARE CHARGED A 3% SURCHARGE WHICH IS PAID TO THE OHIO BOARD OF BUILDING STANDARDS. This total assessment is pursuant to OAC 4101:8-1-03. Each political subdivision that prescribes fees for the acceptance and approval of plans and specifications, and making inspections pursuant to division (E) of section 3781.102 of the Ohio Revised Code shall collect on behalf of the Board of Building Standards an assessment equal to one percent of such fees.



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Megan Stookey, Project Manager

Date: March 28, 2025

Subject: Commission Agenda Item – Award the Demolition of 1528 Columbus Avenue Project to Ed Burdue & Co., LLC of Sandusky, Ohio

ITEM FOR CONSIDERATION: Legislation awarding a contract to Ed Burdue Co., LLC for the 1528 Columbus Avenue Project.

BACKGROUND INFORMATION: Legislation was approved at the February 24, 2025, City Commission meeting requesting permission to proceed with the bidding of the demolition of the front residential structure located at 1528 Columbus Avenue (Resolution 010-25R).

The following two bids were received on Thursday, March 25, 2025, at a formal bid opening;

ADT Construction Vermilion, Ohio 100% Bid Bond	\$49,800.00
Ed Burdue & Co., LLC Sandusky, Ohio 100% Bid Bond	\$42,000.00

BUDGETARY INFORMATION: The total contract price is \$42,000.00 and shall be initially paid with Special Assessment Nuisance Funds by the City and reimbursed by the Erie County Health Department. Legislation will be presented to approve an MOU with the Erie County Health Department upon completion of the project and final costs totaled.

ACTION REQUESTED: It is recommended that proper legislation be prepared awarding a contract to Ed Burdue & Co., LLC of Sandusky, Ohio for the Demolition of 1528 Columbus Avenue Project in an amount not to exceed \$42,000.00 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 allow the contractor to immediately begin work to finish prior to the completion date of June 6, 2025.

I concur with this recommendation:

John Orzech, City Manager

Aaron Klein, P.E., Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: Demolition 1528 Columbus Ave- Ed Burdue

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 433-4210-53000

By: 

Michelle Reeder

Finance Director

Dated: 4/9/25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ED BURDUE & CO., LLC OF SANDUSKY, OHIO, FOR THE DEMOLITION OF 1528 COLUMBUS AVENUE PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Demolition of 1528 Columbus Avenue Project involves the demolition of a residential structure located at 1528 Columbus Avenue, Parcel No. 57-04877.000; and

WHEREAS, the property was ordered for demolition by a City Housing Code Compliance Officer, in which the property owner appealed the decision to the City's Housing Appeals Board, Erie County Common Pleas Court (Case No. 2021-CV-0430), Erie County Court of Appeals (Case No. {22}E-23-040) and Sixth District Court of Appeals; and

WHEREAS, on September 27, 2024, the Sixth District Court of Appeals affirmed the decision of the trial court and the demolition order of the Housing Appeals Board; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Demolition of 1528 Columbus Avenue Project by Resolution No. 010-25R, passed on February 24, 2025; and

WHEREAS, upon public competitive bidding as required by law two (2) appropriate bids were received and the bid from Ed Burdue & Co., LLC of Sandusky, Ohio, was determined to be the lowest and best bid; and

WHEREAS, the total construction cost of this project is \$42,000.00 and will initially be paid with Special Assessment Nuisance Funds and then reimbursed by the Erie County Health Department through a Memorandum of Understanding upon completion of the project and final costs totaled; 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 the contractor to immediately begin work so the project can be completed prior to the completion date of June 6, 2025; 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 enter into a

contract with Ed Burdue & Co., LLC of Sandusky, Ohio, for the Demolition of 1528 Columbus Avenue Project in an amount **not to exceed** Forty-Two Thousand and 00/100 Dollars (\$42,000.00) consistent with the bid submitted by Ed Burdue & Co., LLC of Sandusky, Ohio, currently 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 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025



DEPARTMENT OF PUBLIC WORKS

240 Columbus Avenue
Sandusky, Ohio 44870
419.627.5829
www.cityofsandusky.com

To: John Orzech, City Manager

From: Megan Stookey, Project Manager

Date: March 28, 2025

Subject: Commission Agenda Item – Award the 2025 Demolition Project #1 to ABA Demolition of Norwalk, Ohio

ITEM FOR CONSIDERATION: Legislation awarding a contract to ABA Demolition of Norwalk, Ohio for the 2025 Demolition Project 1.

BACKGROUND INFORMATION: Legislation was approved at the February 24, 2025, City Commission meeting requesting permission to proceed with the bidding of the demolition of two residential structures and one accessory structure, known as the 2025 Demolition Project #1 (Resolution 009-25R).

The project consists of the demolition of vacant and blighted structures that were ordered for demolition by a City Housing Code Compliance Officer. The main structure located at 717 Warren Street, Parcel No. 57-03930.000, the main and accessory structures located at 1224 Seavers Way, Parcel No. 58-00645.000, and the accessory structure at 530 Lockwood Street, Parcel No. 57-00204.000 . The following four bids were received on Thursday, March 27, 2025, at a formal bid opening;

ABA Demolition Norwalk, Ohio 10% Surety Check	Base \$26,900.00 Alt 1 \$3,320.00
ADT Construction Vermilion, Ohio 100% Bid Bond	Base \$49,803.00 Alt 1 \$6,790.00
Barnes Nursery Huron, Ohio 100% Bid Bond	Base \$40,700.00 Alt 1 \$0.00
Ed Burdue & Co., LLC Sandusky, Ohio 100% Bid Bond	Base \$35,500.00 Alt 1 \$1,955.00

As part of the project an alternate was bid getting a cost for the removal of the drive apron and boulevard restoration at 1224 Seavers Way. Being that the base bid cost has come in under the engineer's estimate of \$52,500, there are available funds to award the alternate.

BUDGETARY INFORMATION: The total contract price is \$30,220.00 and shall be paid with Community Development Funds through the CDBG FY 23 funds. All costs related to the demolitions will be charged to the owners and assessed to the property.

ACTION REQUESTED: It is recommended that proper legislation be prepared awarding a contract to ABA Demolition of Norwalk, Ohio for the 2025 Demolition Project #1 in an amount not to exceed \$30,220.00 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 allow the contractor to immediately begin work to finish prior to the completion date of June 30, 2025.

I concur with this recommendation:

John Orzech
City Manager

Aaron Klein, P.E.
Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

CERTIFICATE OF FUNDS

In the Matter of: CDBG Demolition Project #1

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Contract have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to an appropriate fund, free from any previous encumbrances. This certificate is given compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Account # 241-4447-53000

By: 

Michelle Reeder

Finance Director

Dated: 4/9/25

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH ABA DEMOLITION OF NORWALK, OHIO, FOR THE 2025 DEMOLITION PROJECT #1; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the 2025 Demolition Project #1 involves the demolition of three (3) vacant and blighted structures; and

WHEREAS, the residential structures are located at 717 Warren Street (main structure), 1224 Seavers Way (main and accessory structures), and 530 Lockwood Street (accessory structure) and were ordered for demolition by a City Housing Code Compliance Officer; and

WHEREAS, this City Commission declared the necessity for the City to proceed with the proposed Demolition Project #1 by Resolution No. 009-25R, passed on February 24, 2025; and

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

WHEREAS, the total construction cost of this project is \$30,220.00, including Alternate 1 Bid, and will be paid with FY23 Community Development Block Grant (CDBG) funds and subsequently all costs related to the demolitions will be charged to the owners and assessed to the property; 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 the contractor to immediately begin work so the project can be completed prior to the completion date of June 30, 2025; 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 enter into a contract with ABA Demolition of Norwalk, Ohio, for the 2025 Demolition Project #1 in an amount **not to exceed** Thirty Thousand Two Hundred Twenty and 00/100 Dollars (\$30,220.00) consistent with the bid submitted by ABA Demolition of Norwalk, Ohio, currently 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 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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025



DIVISION OF PARKS & RECREATION

1918 Mills Street
Sandusky, Ohio 44870
419.627.5886
www.cityofsandusky.com

To: John Orzech, City Manager

From: Jason Werling, Recreation Superintendent

Date: April 1, 2025

Subject: Commission Agenda Item – Permission to Bid the Mills Creek Golf Course Bridge Replacement Project

ITEM FOR CONSIDERATION: Legislation for the permission to bid the construction and installation of a golf cart bridge serving hole 5 at Mills Creek Golf Course.

BACKGROUND INFORMATION: GPD group of Cleveland was approved for the work by Ord. No. 24-248 passed on 11/25/24. Since that time, GPD has been working diligently on design for a bridge serving hole 5 at Mills Creek Golf course. Considerations for the creek width, floodplain elevation, soil type and bedrock depth all played into the design parameters.

This project consists of the installation of a new, higher bridge that will be able to carry maintenance vehicles and the mower, so it will provide redundancy of the “Hole #6 bridge”, to the benefit of all users. It will also eliminate the need to replace Hole #6 bridge if similar damage were to occur in the future.

With the design plans and specifications complete, the design engineer’s construction cost estimate is \$206,598.60. Once bidding is approved, the advertising and soliciting of bids can be sought and ultimately awarded for work to begin as soon as possible in the spring of 2025.

BUDGETARY INFORMATION: The engineers estimate for all work and materials to install said bridge is \$206,598.60. This will be paid for entirely with Parks & Recreation Capital Projects Funds.

ACTION REQUESTED: It is recommended that proper legislation be prepared authorizing the City to accept bids for the Mills Creek Golf Course Bridge Replacement Project and that the necessary legislation be passed under suspension of the rules and in accordance with Section 14 of the City Charter in order to bid the project so construction work can begin as soon as possible in spring of 2025.

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Community Development Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

RESOLUTION NO. _____

A RESOLUTION DECLARING THE NECESSITY FOR THE CITY TO PROCEED WITH THE PROPOSED MILLS CREEK GOLF COURSE BRIDGE REPLACEMENT PROJECT; APPROVING THE SPECIFICATIONS AND ENGINEER'S ESTIMATE OF COST THEREOF; AND DIRECTING THE CITY MANAGER TO ADVERTISE FOR AND RECEIVE BIDS IN RELATION THERETO; AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in late August of 2023, high waters in Mills Creek carried a tree downstream that struck the first bridge upstream (Hole #5 bridge) damaging beyond repair and was taken out of service and as a result, golf course players had to use the nearby Hole #6 Bridge, which was inconvenient and a danger to the current flow at the golf course; and

WHEREAS, the Mills Creek Golf Course Bridge Replacement Project consists of the installation of a new, higher bridge located between the former Hole #5 bridge and current Hole #6 bridge and will eliminate the need to replace the Hole #6 bridge if similar damage were to occur in the future and would reduce the number of bridges to maintain in the floodplain; and

WHEREAS, the City Commission approved a Professional Design Services Agreement with GPD Group of Cleveland, Ohio, for the Mills Creek Golf Course Bridge Replacement Project by Ordinance No. 24-248, pass on November 25, 2024; and

WHEREAS, the total estimated construction cost for the proposed Mills Creek Golf Course Bridge Replacement Project is \$206,598.60 and will be paid with Capital Projects Funds; and

WHEREAS, this Resolution should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to bid the project so construction can begin as soon as possible this spring; 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 Division of Parks & Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Resolution** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE

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

Section 1. The specifications and estimates of cost as prepared by the Director of Public Works and submitted to this City Commission, and which are now on file in the offices of the Director of Public Works and the Clerk of the City Commission, for the proposed Mills Creek Golf Course Bridge Replacement Project, be and the same hereby are approved by this City Commission.

Section 2. This City Commission hereby declares it necessary to proceed

with the proposed Mills Creek Golf Course Bridge Replacement Project at the earliest possible time.

Section 3. The City Manager is authorized and directed to advertise for and to receive bids in relation to the proposed Mills Creek Golf Course Bridge Replacement Project as required by law.

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

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

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

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025



PARKS & RECREATION

1918 Mills Street
Sandusky, Ohio 44870
419.627.5886
www.cityofsandusky.com/recreation

To: John Orzech, City Manager

From: Jason Werling, Recreation Superintendent

Date: April 2, 2025

Subject: Commission Agenda Item- Amendment to Priority Use Agreement for Sandusky Central Catholic Schools

ITEMS FOR CONSIDERATION: Legislation to amend the three-year, License Agreement with Sandusky Central Catholic Schools for priority use of Field #5 and Field #9 at Dorn Community Park for their high school varsity and junior varsity baseball and softball programs (March 1st through May 31st) beginning March 1, 2023, through May 31, 2026 with an optional and additional three-year term for 2027-2029.

BACKGROUND INFORMATION: Ordinance No. 23-070 was approved for a three-year License Agreement for the priority use of the #5 & #9 ballfields at Dorn Park with Sandusky Central Catholic Schools. The agreement has continued through numerous years which has worked well for both parties.

The proposed amendment adds fields #3 & #4 to the agreement as Sandusky Central Catholic Schools also need the use of those fields and there are currently no other activities or priority use agreements in effect for fields #3 & #4.

BUDGET IMPACT: The agreements will not result in any additional budgetary expenses. The City will benefit from the agreed upon ball field maintenance performed by the leagues.

ACTION REQUESTED: It is requested that legislation be approved authorizing the City Manager to enter into an amendment to the License Agreement with Sandusky Central Catholic Schools for seasonal priority use of the listed ballfields above. It is further requested that the legislation take immediate effect in full accordance with Section 14 of the City Charter in order to immediately execute the License Agreement for the current baseball and softball seasons which began on March 1st.

I concur with this recommendation:

John Orzech
City Manager

Colleen Gilson
Community Development Director

cc: C. Myers, Commission Clerk; M. Reeder, Finance Director; S. Hastings, Law Director

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE LICENSE AGREEMENT WITH SANDUSKY CENTRAL CATHOLIC SCHOOL FOR PRIORITY USE OF CERTAIN FIELDS LOCATED AT DORN COMMUNITY PARK FOR THE SANDUSKY CENTRAL CATHOLIC HIGH SCHOOL BASEBALL AND SOFTBALL PROGRAMS (MARCH 1ST THROUGH MAY 31ST) BEGINNING MARCH 1, 2023 THROUGH MAY 31, 2025; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the Sandusky Central Catholic School has utilized the City's ballfields for many years and the City Commission approved a three (3) year agreement for priority use of Field #5 and Field #9 located at Dorn Community Park for the Sandusky Central Catholic High School Baseball and Softball Programs for the season March 1, 2023, through May 31, 2023, by Ordinance No. 23-070, passed on March 27, 2023; and

WHEREAS, the initial term of the License Agreement is March 1, 2023, through May 31, 2025, during the softball season from March 1st through May 31st, with an option to extend for an additional three (3) year period; and

WHEREAS, the Sandusky Central Catholic School is requesting to have priority use for Field #3 and Field #4 for the 2025 season and through 2028 if the option to extend is exercised; 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 as the 2025 season began on March 1, 2025; 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 Recreation, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio, finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

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

Section 1. The City Manager is authorized and directed to enter into an Amendment to the License Agreement with Sandusky Central Catholic School for priority use of Fields #3, #4, #5 and Field #9 located at Dorn Community Park for the Sandusky Central Catholic High School Baseball and Softball Programs (March 1st through May 31st) for the 2025 season beginning March 1, 2023, through May

31, 2025, substantially in the same form as Exhibit "1", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, together with such revisions or additions as are approved by the Law Director as not being adverse to the City and as being consistent with carrying out the terms of this Ordinance.

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.

RICHARD R. BRADY
PRESIDENT OF THE CITY COMMISSION

ATTEST: _____
CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: April 14, 2025

AMENDMENT TO LICENSE AGREEMENT

This Amendment to the License Agreement is made on and entered into on this _____ day of _____, 2025, between the City of Sandusky, Ohio, a Chartered Municipal Corporation of the State of Ohio, 240 Columbus Avenue, Sandusky, Ohio, hereinafter referred to as "City" and the Sandusky Central Catholic School, 410 West Jefferson Street, Sandusky, Ohio, hereinafter referred to as "Licensee".

WHEREAS, the City and Licensee entered into a License Agreement for the purpose of utilizing Fields #5 and #9 located at Dorn Community Park from March 1, 2023, through May 31, 2025; and

WHEREAS, the City and Licensee desire to amend Section One (Grant of License), Section Five (Maintenance and other Obligations), and Section Thirteen (Entire Agreement) of the License Agreement; and

WHEREAS, pursuant to Section Nine (Modifications) of the License Agreement, amendments may be made in writing upon execution by both City and Licensee; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Section One (Grant of License) and Section Five (Maintenance and other Obligations) of the License Agreement shall be amended to include fields #3 and #4 in the priority use for Dorn Community Park.

2. All other terms of Section One (Grant of License), Section Five (Maintenance and other Obligations) shall remain unchanged.

3. Section Thirteen (Entire Agreement) shall include fields #3 and #4 in the priority use for Dorn Community Park, including a revised schedule marked Exhibit "A" attached and specifically incorporated as if fully rewritten herein.

4. All other terms of Section Thirteen (Entire Agreement) shall remain unchanged.

5. All other terms and provisions of the original License Agreement shall remain unchanged and in full force and effect during the duration of the Agreement.

SIGNATURE PAGE TO FOLLOW

WITNESSES:

CITY OF SANDUSKY

John Orzech, City Manager

WITNESSES:

SANDUSKY CENTRAL CATHOLIC SCHOOL

Steve Camella, Interim Athletic Director

Approved as to Form:

Stewart Hastings (#0025852)
Law Director
City of Sandusky

EXHIBIT "A"

EXHIBIT "A"

Sandusky Central Catholic High School Baseball and Softball Programs Schedules

March 1, 2025, through May 31, 2025

EXHIBIT "A"