

ORDINANCE NO. 23-210

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SALE OF REAL ESTATE WITH THE BOARD OF EDUCATION OF THE SANDUSKY CITY SCHOOL DISTRICT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 920 WEST OSBORNE STREET (FORMER OSBORNE ELEMENTARY SCHOOL PROPERTY) AND IDENTIFIED AS PARCEL NO. 58-65001.000; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, the City is gifted with historic structures, including the former Osborne Elementary School, located at 920 W. Osborne Street, but that comes with challenges to ensure the buildings are preserved and remain in use; and

WHEREAS, the City is also challenged with the need for housing units, with the greatest gap in availability recognized for individuals of modest income and according to the 2023 Firelands Region Housing Needs Assessment, Erie County has a gap of 1,637 rental units across all price points; and

WHEREAS, the purchase of the historic Osborne School building is a collaboration for the benefit of the community with the intent to foster rehabilitation through an adaptive reuse project and to create at least twenty (20) new housing units with modern accessibility standards, while preserving the buildings historic character; and

WHEREAS, the total cost for the purchase of the property is \$100,000.00 plus half of the closing costs and these costs will be paid with Real Estate Development Funds; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to immediately execute the agreement and conduct due diligence and inspections prior to the closing date which is usual and customary in the sale of real estate to take place within thirty (30) days of execution of the agreement; and

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

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

Section 1. The City Manager is hereby authorized and directed to execute the Agreement for Sale of Real Estate on behalf of the City with the Board of Education of the Sandusky City School District for the purchase of real property located at 920 West Osborne Street (former Osborne Elementary School property) and identified as Parcel No. 58-65001.000, substantially in the same form as

PAGE 2 - ORDINANCE NO. 23-210

contained in Exhibit "1", which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein together with such revisions or additions as 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 City Manager and/or Finance Director are authorized and directed to expend funds for the purchase of the property identified as Parcel No. 58-65001.000, located 920 W. Osborne Street in Sandusky, in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) plus closing costs.

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 purchase of Parcel No. 58-65001.000, located 920 W. Osborne 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:

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: October 23, 2023

AGREEMENT FOR SALE OF REAL ESTATE

This Agreement for Sale of Real Estate (“Agreement”) is entered into on the ____ day of _____, 2023, by and between the Board of Education of the Sandusky City School District (“Seller”), whose tax mailing address is 407 Decatur Street, Sandusky, Ohio 44870, and the City of Sandusky, Ohio (“Buyer”), whose tax mailing address is 240 Columbus Avenue, Sandusky, Ohio 44870.

1. Description of the Property: The Property consists of approximately 1.4623 acres of land improved with a school building located at 920 West Osborne Street, Sandusky, Ohio, sitting on Parcel No. 58-65001.000 (the “Property”). A legal description of the Property is attached hereto as Exhibit A.

2. Purchase Price and Payment. The purchase price for the Property shall be One Hundred Thousand Dollars (\$100,000.00), payable as follows:

a. A cash payment of Twenty-five Thousand Dollars (\$25,000.00) earnest money is due upon execution of this Agreement. This amount shall be paid into an escrow to be established at Hartung Title Agency, Inc. located at 327 Washington Street, Sandusky, Ohio 44870 (the “Title Company”). This earnest money shall be credited to the purchase price at closing, and shall be refunded to Buyer should closing fail to occur through no fault of Buyer or as otherwise provided under the terms of this Agreement.

b. The balance of the purchase price, less any credits or prorations set forth herein, shall be deposited with the Title Company at or prior to closing in cash, by wire transfer, or other method representing immediately available funds.

3. Closing: Closing shall take place within thirty (30) days of Seller's and Buyer's approval and execution of this Agreement. Closing may be extended by mutual agreement, in writing. Closing may, at Seller's option, take place through escrow at a title company chosen by Seller.

4. Title: Buyer may obtain, at its own cost, an Owner's Fee Policy of Title Insurance in the amount of the Purchase Price showing Seller or insuring Buyer, good and merchantable title in fee simple, free and clear of all liens and encumbrances except those specifically set forth in this Agreement.

5. Conveyance: At Closing, Seller will transfer title of the Property to Buyer by Quit Claim Deed.

6. Representations: Seller makes no representation whatsoever regarding the Property including, without limitation, their suitability for any proposed uses thereof or the continuation of uses thereof former or present, or the physical condition thereof, and expressly disclaims any and all warranties with respect to the Property, including, without limitation, any warranty of merchantability or fitness for use for any purpose. The Property is being sold on an "as-is, where-is" basis, with all faults.

Buyer hereby agrees that Seller shall not be responsible for remediating any environmental hazard, occurring either before or after the closing date, and further releases Seller from, and assumes responsibility for, any and all claims of any nature arising out of or relating to the condition of the Property at any time including before and after closing, and any remediation which may be required to satisfy applicable local, state, and federal laws and regulations.

6. Due Diligence. The following are contingencies which must be satisfied or waived by Buyer prior to closing:

a. Buyer may conduct a wetlands and/or environmental assessment of the Real Property. Further, Buyer will conduct a regulatory review to verify that neither zoning nor other legal or regulatory restrictions would interfere with Buyer's intended use of the Property. If the results of the assessment or regulatory review are unacceptable to Buyer in its sole discretion, then Buyer may terminate this Agreement by giving notice to Seller; upon which the earnest money shall be refunded to Buyer and the parties shall be relieved of any further obligations hereunder.

b. Buyer may conduct other inquiries, assessments, tests and inspections of the Property, if Buyer considers this necessary, to determine suitability and the feasibility of the Property for its intended use and operation of the Property. If the results of any inquiry, assessment, inspection and/or test are unacceptable to Buyer in its sole discretion, then Buyer may terminate this Agreement by giving notice to Seller; upon which the earnest money shall be refunded to Buyer and the parties shall be relieved of any further obligations hereunder.

c. With respect to any survey, and all inquiries, inspections, assessments and tests performed pursuant to this Agreement, Seller agrees to provide Buyer and its agents and contractors with reasonable access to the Property. Any portion of the Property which is disturbed in connection with any assessments and tests will be restored to its original condition upon completion of such assessments and tests. Any survey and all such assessments and tests shall be conducted at Buyer's expense, and shall remain the property of Buyer.

d. If Buyer is dissatisfied with the results of the title report it has commissioned pursuant to Section 4 above, Buyer may terminate the Agreement and all

monies paid or deposited by Buyer shall be returned and all obligations under the Agreement shall terminate. Otherwise, Buyer shall be deemed to have accepted transfer of title to the Property subject to (i) any mortgages, liens or encumbrances created by or assumed by Buyer, (ii) reservations, easements, conditions and restrictions of record, (iii) zoning ordinances, (iv) legal highways, or (v) taxes and assessments, both general and specific, for the current half of the taxable year and thereafter, not yet due and payable.

7. Closing Adjustments and Allocations: All general and special real estate taxes and assessments shall be prorated as of the date of closing based upon the last available county treasurer's tax bill. The tax proration shall be adjusted if actual taxes billed as of the date of closing differ from the taxes shown on the last available county treasurer's tax bill. Buyer will pay the cost of recording the deed and the cost of the preliminary commitment of title insurance and title insurance, if obtained. Each party will pay one-half of the escrow costs if closing takes place through escrow.

8. Notice: All notices hereunder shall be sent by overnight delivery service or mailed by registered or certified mail, postage prepaid, return receipt requested, or facsimile or emailed addressed as follows:

If to Seller: Sandusky City School District Board of Education
Attn: Treasurer
407 Decatur Street
Sandusky, Ohio 444870

If to Buyer: City of Sandusky, Ohio
Attn: _____
240 Columbus Avenue
Sandusky, Ohio 44870

Any notices or other communication required or permitted hereunder shall be sufficiently given if delivered personally or sent by registered or certified mail, postage prepaid, addressed to

the respective parties at the addresses set forth above, or at such other addresses as shall be furnished in writing by any party to the other, and shall be deemed to have been given as of the date so delivered or deposited in the United States mail, as the case may be.

9. Broker's Fee: Buyer and Seller each represent and warrant to the other that it has not dealt with any agent, broker or finder in connection with this transaction.

10. Default: If Buyer or Seller fail to perform any of the covenants of this Agreement, either party may declare that the Agreement is terminated and may resort to such other remedies as are provided by law.

11. Binding Effect and Assignability: This Agreement shall be binding upon and inure to the benefit of the respective heirs, representatives, executors, administrators, successors, and assigns of the Parties hereto.

12. Nonmerger: This Agreement shall survive all documents of closing and all covenants contained herein shall be enforceable after closing.

13. Entire Agreement: This Agreement represents the entire agreement between the Parties and all oral statements or representations of any kind are merged into this document. In the event that any provision(s) contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. This Agreement may be executed in multiple counterparts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same instrument. Facsimile or .pdf e-mailed signatures of this Agreement and/or any notices required under this Agreement shall be deemed original and effective signature for the purposes hereof. The headings in this Agreement have been inserted

for convenience of reference only and shall not be deemed to modify or restrict and/or be used to construe any provision hereof. Time is of the essence with respect to all provisions of this Agreement. All provisions of this Agreement shall survive the closing.

[SIGNATURES ARE LOCATED ON THE FOLLOWING PAGE]

EXHIBIT "1"

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

WITNESSES:

SELLER:

SANDUSKY CITY SCHOOL
DISTRICT BOARD OF EDUCATION

By: _____
Board President

By: _____
Treasurer

BUYER:

CITY OF SANDUSKY, OHIO

By: _____
City Manager

Approved to form by:

Justin Harris , Interim Law Director