

**RESOLUTION NO. 034-22R**

**A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE ERIE COUNTY LAND REUTILIZATION CORPORATION (ECLRC) FOR THE DEMOLITION PROGRAM IN PARTNERSHIP WITH THE CITY OF SANDUSKY'S LAND REUTILIZATION PROGRAM WITHIN THE CITY OF SANDUSKY UTILIZING GRANT FUNDING FROM THE OHIO HOUSING FINANCE AGENCY THROUGH THE NEIGHBORHOOD INITIATIVE PROGRAM (NIP); AND DECLARING THAT THIS RESOLUTION SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the Erie County Land Reutilization Corporation (ECLRC) was awarded a grant from the Ohio Housing Finance Agency (OHFA) for approximately five hundred thousand dollars (\$500,000) from the Neighborhood Initiative Program (NIP); and

**WHEREAS**, the State of Ohio created the NIP, an Ohio Hardest Hit Fund Project, which strategically targets traditional and urban core neighborhoods; and

**WHEREAS**, the purpose of the NIP was to stabilize property values by removing and greening vacant and blighted properties in Targeted Areas in an effort to prevent future foreclosures for existing homeowners because demolition is a critical component of strategies to stabilize home values; and

**WHEREAS**, the City Commission approved a Memorandum of Understanding with the Erie County Land Reutilization Corporation for the utilization of Neighborhood Initiative Program funds by Resolution No. 035-14R, passed on August 25, 2014; and

**WHEREAS**, the NIP Guidelines required that the ECLRC must acquire, or already own the property being demolished and a mortgage lien shall be placed upon the premises for the amount of the demolition costs, which mortgage lien shall remain in place for a three (3) year period and may be released prior to the expiration of the three (3) year period if the mortgage lien amount is paid in full or if the vacant lot is transferred to an eligible end-user, whichever comes first; and

**WHEREAS**, pursuant to the MOU, after the expiration of the three (3) year period in which a mortgage lien is placed on the vacant lots and the vacant lots have not been sold by ECLRC, the mortgage lien shall be released and a clean title, free of any liens or other encumbrances, shall be transferred back to the City of Sandusky's Land Reutilization Program; and

**WHEREAS**, the ECLRC will be transferring fourteen (14) properties back to the City's Land Reutilization Program; and

**WHEREAS**, the proposed amendment to the MOU will require the ECLRC to furnish a deed and transfer the real property located at 2131 W. Forest Drive to the City for the City's Land Reutilization Program and allow the ECLRC to sell three

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(3) real properties located at 1722 and 1724 Putnam Street and 1511 Monroe Street, that were previously transferred to the ECLCR pursuant to the MOU; and

**WHEREAS**, the City Commission authorized the transfer of 1722 and 1724 Putnam Street by Ordinance No. 16-136, passed on August 22, 2016, and 1511 Monroe Street by Ordinance No. 17-154, passed on August 14, 2017, to the Erie County Land Reutilization Corporation for the purpose of utilizing grant funding through the Neighborhood Initiative Program; 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 execute the Amendment and allow the properties to be transferred to the City as there is interest in the properties that could possibly be marketed for future development; 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 **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 authorizes and directs the City Manager to enter into an Amendment to the Memorandum of Understanding with the Erie County Land Reutilization Corporation (ECLRC) for the demolition program in partnership with the City of Sandusky's Land Reutilization Program utilizing grant funding from the Ohio Housing Finance Agency through the Neighborhood Initiative Program (NIP), a copy of which is marked Exhibit "A" and is attached to this Resolution and is specifically incorporated 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 2. 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.

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Section 3. 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 4. 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.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST: 

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CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: May 9, 2022

**AMENDMENT TO MEMORANDUM OF UNDERSTANDING FOR THE NEIGHBORHOOD  
INITIATIVE PROGRAM**

This AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING (“Amendment”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the **City of Sandusky**, a Municipal Corporation of the State of Ohio (“City”) and **Erie County Land Reutilization Corporation**, an Ohio Non-profit corporation (“ECLRC”).

**RECITALS**

WHEREAS, the City and ECLRC entered into a Memorandum of Understanding (“MOU”) for the Neighborhood Initiative Program on February 25, 2015; and

WHEREAS, the City and ECLRC desire to amend the MOU; and

WHEREAS, pursuant to the last page of the MOU, amendments may be made in writing upon execution by the Party to be changed.

Now, therefore, in consideration of the terms and conditions contained in this Amendment, ECLRC and City agree as follows:

1. The ECLRC shall furnish a deed and transfer the real property located at 2131 Forest Drive, Sandusky, Ohio 44870, more specifically described in Exhibit “A,” which is attached to this Amendment and specifically incorporated as if fully rewritten herein to the Sandusky Land Bank Program.
2. The ECLRC may sell the real properties located at 1722 and 1724 Putnam Street, Sandusky, Ohio, 44870 and 1511 Monroe Street, Sandusky, Ohio 44870. ECLRC shall use all proceeds from these sales to further economic and community development within the City of Sandusky.
3. All other terms and provisions of the MOU shall remain unchanged and in full force and effect during the duration of the MOU.

**SIGNATURE PAGE TO FOLLOW**

In witness whereof, the ECLRC and the City have executed this form.

Date: \_\_\_\_\_

Erie County Land Reutilization Corporation:

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print Name & Title)

Date: \_\_\_\_\_

City of Sandusky:

EXHIBIT "A"  
By: \_\_\_\_\_  
Eric L. Wobser  
City Manager

Approved as to form and correctness:

\_\_\_\_\_  
Brendan L. Heil (#0091991)  
Law Director  
City of Sandusky

<b>Transferred</b>
In Compliance with sections 319-202 and 322-02 of the Ohio Revised Code.
FEE \$ _____
Exempt <input checked="" type="checkbox"/>
R.E. TRANSFER: \$ _____
Richard H. Jeffrey Erie County Auditor
Trans. Fees: \$ <u>50</u>
Date: <u>9-24-18</u> By: <u>[Signature]</u>

319203  
[Signature]  
 Erie County Auditor  
9-24-18  
 Date  
[Signature]

### WARRANTY DEED

KNOW ALL PEOPLE BY THESE PRESENTS:

That **KIM D. SCHAFFTER, Married,**

the **Grantor,**

who claims title through a document recorded in Volume 527, Page 903 and RN 201311515, Erie County Recorder's Office, for valuable consideration received to his full satisfaction of:

**ERIE COUNTY LAND REUTILIZATION CORPORATION**, an Ohio non-profit corporation,

the **Grantee,**

whose Tax Mailing Address will be: **2900 Columbus Ave.  
Sandusky, OH 44870**

does give, grant, bargain, sell and convey unto the said Grantee and its successors and assigns, the premises (herein called "Premises"):

Situated in the City of Sandusky, County of Erie and State of Ohio:  
Being Lot No. 31 in MacArthur Park Subdivision, as per Plat recorded in Volume 15 of Plats, Pages 6 and 7, Erie County, Ohio Records, be the same more or less, but subject to all legal highways. *pac*

To have and to hold the above-granted and bargained Premises, with the appurtenances thereunto belonging, unto the said Grantee and its successors and assigns, forever. And the said Grantor does for himself and his heirs and assigns covenant with the said Grantee, its successors and assigns, that at and until the ensembling of these presents, she is well seized of the Premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in the manner and form as above written; and that the same are free and clear from all encumbrances, whatsoever, except taxes and assessments, which are a lien, or which have not been certified to the Auditor or have been certified but have not been placed on the duplicate or have been deferred, but are not yet due and payable, except zoning restrictions, and except easements, restrictions, mineral leases, reserved mineral rights, conditions, and covenants of record, and unrecorded easements, and that he will warrant and defend said Premises with the appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever, against all lawful claims and demands whatsoever, except those noted above.

And for valuable consideration **CARRIE SCHAFFTER**, Wife of **KIM D. SCHAFFTER**, does hereby remise, release and forever quit-claim unto the said Grantee, its successors and assigns, all her right and expectancy of Dower in the Premises.

HARTUNG TITLE ORDER # E28739 SC

EXECUTED this 17 day of September, 2018.

**Writing Must Not Exceed Box Boundaries**

*Kim D. Schaffter*  
 \_\_\_\_\_  
 Kim D. Schaffter


*Carrie Schaffter*  
 \_\_\_\_\_  
 Carrie Schaffter

STATE OF OHIO )  
 ) SS:  
 COUNTY OF ERIE )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Kim D. Schaffter and Carrie Schaffter, who acknowledged that they did sign the foregoing warranty deed and that the same is his free act and deed. I hereby state that either: (i) Kim D. Schaffter and Carrie Schaffter are personally known to me or (ii) provided sufficient identification (driver's license, passport, etc.) to me.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sandusky, Ohio, this 17 day of September, 2018.

**Writing and Seal Must Not Exceed Box Boundaries**



**SALLY A. CROW**  
 NOTARY PUBLIC, STATE OF OHIO  
 MY COMMISSION EXPIRES  
 JANUARY 25, 2019

*Sally A. Crow*  
 \_\_\_\_\_  
 Notary Public

*This Instrument Prepared By:*  
 Attorney John D. Frankel  
 WICKENS HERZER PANZA  
 414 Wayne Street  
 Sandusky, OH 44870-2709  
 14342-852\1853324.docx\bas

*Title to the real estate described herein has not been examined by Wickens Herzer Panza and Wickens Herzer Panza makes no warranty, representation or opinion (either express or implied) as to the marketability or condition of the title to the subject real estate, the quantity of lands included therein, the location of the boundaries thereof, the existence of liens, unpaid taxes or encumbrances, or the conformity of this deed to agreements between the Grantor and Grantee.*