

**ORDINANCE NO. 20-029**

**AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE SMALL BUSINESS ASSISTANCE GRANT PROGRAM TO LAKE ERIE ISLAND CRUISES, LLC IN RELATION TO A FOOD AND BEVERAGE OPERATION AT THE TICKET HOUSE ON THE JACKSON STREET PIER; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, since 2007, Lake Erie Island Cruises, LLC has been leasing the dock space for the Goodtime I and desires to continue to operate from the City's Jackson Street Pier; and

**WHEREAS**, Joe Lamb, the owner and operator of Lake Erie Island Cruises, LLC, has served as the Facilities Security Officer in accordance with the City of Sandusky, Ohio Jackson Street Pier Port Security Plan and this arrangement has benefited both parties and is acceptable to the U.S. Coast Guard; and

**WHEREAS**, upon completion of the Jackson Street Pier Rehabilitation Project and more specifically, the new Ticket House, the Goodtime will operate their ticket sales and new food and beverage operation at this new location; and

**WHEREAS**, the cost of the Ticket House (not including sewer, water, and other utilities) is approximately \$200,000.00 and Joe Lamb plans on utilizing the grant funds to defray costs associated with the design and build-out of the space, including equipment, installation and operation; and

**WHEREAS**, it has been determined that the development of this property with the project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City; and

**WHEREAS**, the Economic Development Incentive Committee met on January 14, 2020, and is recommending to approve a grant to Lake Erie Island Cruises, LLC, in the amount of \$15,000.00, in accordance with the Sandusky City Economic Development Programs to assist with project costs for the purpose of furthering economic development efforts in the City; 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 Grant Agreement and allow Lake Erie Island Cruises, LLC, to move forward with budgetary planning and facilitate construction; 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 authorizes and directs the City Manager to enter into a Grant Agreement with Lake Erie Island Cruises, LLC, for financial assistance through the Small Business Assistance Grant Program for the purpose of furthering economic development efforts in the City, substantially in the same form as Exhibit "A", 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. This City Commission authorizes and approves the grant funding to Lake Erie Island Cruises, LLC, in an amount **not to exceed** Fifteen Thousand and 00/100 Dollars (\$15,000.00) from the Economic Development Capital Projects Fund of the City of Sandusky pursuant to and in accordance with the terms of 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's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirement.

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

Passed: February 10, 2020

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019 between the CITY OF SANDUSKY, OHIO (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution, its Charter, and the laws of the State of Ohio, and LAKE ERIE ISLAND CRUISES, LLC, ("the Company"), an Ohio limited liability company.

### WITNESSETH:

WHEREAS, the Company was duly organized in 2007 and operates boat tours of the Lake Erie Islands and Sandusky Bay on the Goodtime I boat (the "Business");

WHEREAS, in light of the City's transformation of the property better known as the Jackson Street Pier, the Business will now be operating under a newly developed and constructed ticket house at this pier location (the "Property");

WHEREAS, as a part of this Business relocation to the ticket house, the Business will also offer food and beverage options to benefit its customers as well as any travelers or lakefront visitors. All of the aforementioned shall hereinafter be referred to as the "Project"; and

WHEREAS, to induce the Project, the City has agreed to provide an economic incentive grant to the Company to assist in the payment of a portion of the costs of the Project as further described in Section 1 hereof; and

WHEREAS, the City has determined that the development of the Property with the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and for the health and safety and welfare of its residents, and are necessary to improve the economic and general welfare of people of the City;

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties hereto agree as follows:

#### **Section 1. City Grant.**

The City agrees to grant up to \$15,000.00 to the Company toward the costs of the Project through the Small Business Assistance grant program, (the "City Grants"), payable upon completion. The City Grants will be expensed from the Economic Development Capital Projects account (#431-4070-53000). This grant amount will not increase if the applicant chooses to make additional improvements not contemplated in the grant application. The City reserves the right to decrease the awarded grant amount, if recommended by the Economic Development Incentive Committee, for changes to the Project scope. Construction must be done in accordance with and to the reasonable satisfaction of the City, which would include, but not limited to, compliance with all Planning and Zoning codes and other applicable codes and regulations of the City of Sandusky, including obtaining permits. The Project must be completed by October 31, 2020. This date may be extended at the discretion of the City Manager. Furthermore, the

**EXHIBIT**

**"A"**

Company agrees to display a sign for at least one year upon completion of the Project noting the City's support; and

The Company shall notify the City promptly following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to the construction and Project costs. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the condition set forth in this Section and, if not, describe what is found to be deficient.

**Section 2. Authority to Sign.**

The Company and the City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both parties.

**Section 3. Assignment or Transfer.**

The Company agrees that this Agreement is not transferable or assignable without the express, written approval of the City Manager.

**Section 4. Choice of Law.**

This Agreement shall be governed and interpreted in accordance with the laws of the State of Ohio and the parties hereto agree that any dispute or other matter arising out of the interpretation or operation of this Agreement shall be determined in a Court of competent jurisdiction located within the State of Ohio and County of Erie.

**Section 5. Binding Agreement.**

This Agreement shall be binding on each of the parties and their respective successors and assigns.

**Section 6. Miscellaneous.**

(a) **Notice.** Any notice or communication required or permitted to be given under this Agreement by either party to the other shall be deemed sufficiently given if delivered personally or mailed by United States registered or certified mail postage prepaid or by overnight delivery and addressed as follows:

- (i) TO THE CITY:
- City Manager  
c/o Economic Development Specialist  
John Storey  
City of Sandusky, Ohio  
City Hall  
240 Columbus Avenue  
Sandusky, OH 44870

(ii) TO THE COMPANY: LAKE ERIE ISLAND CRUISES, LLC  
c/o: Mr. Joe Lamb  
109 W. Shoreline Drive  
Sandusky, Ohio 44870

Any party may change its address for notice purposes by providing written notice of such change to the other party.

(b) Amendments. This Agreement may only be amended by written instrument executed by all parties.

(c) Effect of Agreement. This Agreement is signed by the parties as a final expression of all the terms, covenants and conditions of their agreement and as a complete and exclusive statement of its terms, covenants and conditions and is intended to supersede all prior agreements and understandings concerning the subject matter of this Agreement.

(d) Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

*Signatures Executed on the Following Page*

IN WITNESS WHEREOF the parties hereto, by and through their duly authorized representatives, have executed this Agreement on behalf of the corporate entities identified herein, on the date first written above.

**LAKE ERIE ISLAND CRUISES, LLC**  
an Ohio limited liability company

By: \_\_\_\_\_  
TITLE: PRESIDENT

**CITY OF SANDUSKY, OHIO**

By: \_\_\_\_\_  
City Manager

The legal form of the within instrument  
is hereby approved.

\_\_\_\_\_  
Director of Law  
City of Sandusky

## CERTIFICATE OF DIRECTOR OF FINANCE

The undersigned, fiscal officer of the City of Sandusky, Ohio, hereby certifies that the money required to meet the obligations of the City under the foregoing Agreement has been lawfully appropriated by the City Commission of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

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Director of Finance