

ORDINANCE NO. 20-076

AN ORDINANCE AUTHORIZING AND APPROVING A FIRST AMENDMENT TO THE GRANT AGREEMENT WITH RENAISSANCE TOO, LLC, IN RELATION TO THE PROPERTY LOCATED AT 125 EAST WATER STREET; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Renaissance Too LLC, led by its President and local business leader, Robert Hare, is concurrently redeveloping the buildings located at 125 E. Water Street and 131 E. Water Street with mixed-use developments with commercial and residential components on multiple floors and additionally, 125 E. Water Street will serve as the home to Lake Erie Shores and Islands upon completion; and

WHEREAS, this City Commission authorized and approved a grant in the amount of \$90,000.00 to Renaissance Too LLC in relation to the property located at 125 East Water Street by Ordinance No. 18-070, passed on March 26, 2018, with funds allocated from the Economic Development Capital Projects Fund; and

WHEREAS, this Amendment provides for a change to the funding source for the grant and although the funds will initially be disbursed from the Capital Projects Fund, the funds will be financed through the issuance of urban renewal revenue notes or bonds and these notes or bonds will use the proceeds from the Chesapeake TIF to pay for the debit service; and

WHEREAS, it is being requested in companion legislation to approve a First Amendment to the Grant Agreement with Renaissance Too LLC relating to the property located at 131 East Water Street; 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 First Amendment to the Grant Agreement and allow the City to move forward with budgetary planning and flexibility in granting the funds in accordance with the Agreement and Amendment; 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 First Amendment to the Grant Agreement with Renaissance Too, LLC, for financial assistance through the Substantial Development 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 Renaissance Too LLC and the Finance Director is directed to expend funds to Renaissance Too LLC in an amount **not to exceed** Ninety Thousand and 00/100 Dollars (\$90,000.00) from the Economic Development Capital Projects Fund and financed through the issuance of urban renewal revenue notes or bonds and these notes or bonds will use the proceeds from the Chesapeake TIF to pay for the debit service pursuant to and in accordance with the terms of the Grant Agreement and First Amendment to 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 requirements;

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



KELLY L. KRESSER
CLERK OF THE CITY COMMISSION

Passed: May 11, 2020

FIRST AMENDMENT TO THE GRANT AGREEMENT

THIS FIRST AMENDMENT TO THE GRANT AGREEMENT (the "Amendment") is made and entered into as of the _____ day of May, 2020, between the City of Sandusky (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 Renaissance Too LLC (the "Company"), an Ohio limited liability company (individually, City and Company shall be a "Party" or collectively, the "Parties").

WITNESSETH

WHEREAS, the Parties entered into a Grant Agreement, dated 16th day of April, 2018 (the "Agreement"), whereby the City would grant up to \$90,000 to the Company, in accordance with the terms of the Agreement to assist in the redevelopment of 125 E. Water Street;

WHEREAS, the terms of the Agreement remain in full force and effect, however, this Amendment is intended to implement and effectuate the new funding source that will be now utilized by the City to fund this grant to the Company from a source expensed from the Economic Development Capital Projects account of the City treasury to a funding source financed through the issuance of urban renewal revenue notes or bonds from proceeds from the Chesapeake TIF to pay such debt service; and

WHEREAS, this Amendment is now intended to memorialize the new circumstances by this written instrument as required pursuant to Section 6(b) of the Agreement and the Parties now amend Section 1 of the Agreement.

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

1. Any capitalized terms stated herein, unless otherwise defined below, shall have the same definition as set forth in the Agreement.
2. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following new amended and restated Section 1 language:

Section 1. **City Grant.**

The City agrees to grant up to Ninety Thousand Dollars (\$90,000.00) to the Company (the "City Grant") toward the costs of the redevelopment of 125 E. Water Street (the "Project"), payable upon completion of the Project. The City Grant will be financed through the issuance of urban renewal revenue notes or bonds from proceeds from the Chesapeake TIF to pay such debt service. All funds will be disbursed from the Capital Projects account. The City intends to finance this amount through the issuance of urban renewal revenue notes or bonds. These notes or bonds will use proceeds from the Chesapeake TIF to pay for the debt service. This City Grant will not increase if the Company chooses to make additional improvements not contemplated in the grant application. The City reserves the right to make adjustments to the awarded grant amount, if recommended by the Economic Development Incentive Committee, for substantive changes to the project scope only. Construction must be done in accordance with and to the reasonable

satisfaction of the City, which includes, but is not limited to, compliance with all Planning and Zoning codes, including Landmarks Commission and Planning Commission and other applicable codes and regulations of the City, including obtaining permits. The City Grant is also contingent upon LESI occupying the building as a tenant and the Company securing all other project financing. Furthermore, the Company agrees to display a sign during construction and for a least one (1) year upon completion of the Project noting the City's support; and

The Company shall promptly notify the City following the completion of the Project consistent with this Section and provide the City with any documents it reasonably requests related to Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it is satisfied with the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive this City Grant, the Project will need to be completed by December 31, 2020. This date may be extended at the discretion of the City Manager.

The City shall pay the City Grant by check placed in the U.S. regular mail within fourteen (14) days following confirmation of the satisfactory completion of construction to the notice address provided in Section 6 of the Agreement.

3. The remainder of the Agreement remains in full effect.
4. This Amendment 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 Amendment on behalf of the corporate entities identified herein, on the day and year first written above.

RENAISSANCE TOO LLC,

An Ohio limited liability company

By: _____

Robert Hare, Manager

CITY OF SANDUSKY, OHIO

By: _____

Eric Wobser, City Manager

This legal form of the within instrument is hereby approved.

Trevor Hayberger, Law Director
City of Sandusky