

ORDINANCE NO. 23-116

AN ORDINANCE AUTHORIZING AND APPROVING A GRANT IN THE AMOUNT OF \$15,000.00 THROUGH THE ECONOMIC DEVELOPMENT FUND PROGRAM TO EL PINO LLC, D.B.A. EL GRAND PATRON MEXICAN RESTAURANT, IN RELATION TO THE PROPERTY LOCATED AT 1007 WEST PERKINS AVENUE, SANDUSKY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, Gustavo Enriquez has been operating El Grand Patron Mexican Restaurant, located at 1007 W. Perkins Avenue since 2013 and after purchasing the building in 2021, made improvements to the interior of the facility; and

WHEREAS, El Grand Patron Mexican Restaurant is a family operated business, catering to residents and visitors of the area to enjoy the food and culture of Mexico, and currently employs twelve (12) people with an annual payroll approaching \$200,00.00; and

WHEREAS, Gustavo Enriquez plans to make additional, necessary improvements including parking lot paving, installation of new walkways, exterior lighting, and a new HVAC system totaling an estimated \$140,671.00; and

WHEREAS, the City has determined that this 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 May 9, 2023, and is recommending to approve a grant to El Pino LLC, d.b.a. El Grand Patron Mexican Restaurant, in the amount of \$15,000.00 to assist with project costs for the purposes of furthering economic development and commercial revitalization 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 approve the Grant Agreement to ensure the timely completion of the project; 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 to El Pino LLC, d.b.a. El Grand Patron Mexican

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Restaurant, for financial assistance through the Economic Development Fund Program for the purpose of furthering economic development, 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. This City Commission authorizes and approves the grant funding to to El Pino LLC, d.b.a. El Grand Patron Mexican Restaurant, 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 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



ATTEST: _____

CATHLEEN A. MYERS
CLERK OF THE CITY COMMISSION

Passed: May 22, 2023

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "**Agreement**") is made and entered into this ____ day of _____, 2023 (the "**Effective Date**"), by and between the CITY OF SANDUSKY, OHIO, an Ohio municipal corporation, and El Pino, LLC dba El Grand Patron Mexican Restaurant, an Ohio Limited Liability Company (the "**Company**"). The City and the Company are collectively referred to herein as the "**Parties**".

WITNESSETH:

WHEREAS, pursuant to Ordinance No. [] passed by the City Commission of the City of Sandusky, Ohio (the "**City Commission**") on May 22, 2023 (the "**Approval**"), the City determined that it is in the best interest of the citizens of the City, in order to encourage economic development and employment within the City, to grant funds to financially support the project more particularly described on **EXHIBIT A** attached hereto and incorporated herein by reference (the "**Project**") at 1007 West Perkins, Sandusky, Ohio 44870 (the "**Property**"); and,

WHEREAS, the Company has been operating El Grand Patron Mexican Restaurant since 2013; and,

WHEREAS, the Project will include building improvements at the Property that consist of paving the parking lot, installation of new walkways, exterior lighting, and a new HVAC system; and,

WHEREAS, the Project will help retain the 12 current employees with an annual payroll of approximately \$200,000; and,

WHEREAS, to induce the Project, the City has agreed to provide economic incentive grants 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, as authorized in Article VIII, Section 13 of the Ohio Constitution and in accordance with the guidelines established under the Policy, the City has offered to provide the Company a grant to encourage economic development and employment within the City; and,

WHEREAS, the Company acknowledges the City's commitment to provide financial assistance through this grant and has agreed to enter into this Agreement, which sets forth the Company's obligations concerning the use of the grant proceeds; and,

WHEREAS, the City has determined that this 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, the Parties covenant, agree and obligate themselves as follows:

Section 1. Terms of the Grant. The City shall grant to the Company funds in the amount of Fifteen Thousand Dollars (\$15,000) (the “**Grant**”) for use by the Company exclusively for the Project. The grant shall be disbursed in one lump sum upon the completion of the Project. This City Grant shall be disbursed from the 2023 Economic Development Capital Projects Fund (the “Fund”). This City Grant will not increase if the applicant 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, Zoning and Building code regulations, and other applicable codes and regulations of the City, including obtaining permits. Furthermore, the Company agrees to display a sign during construction and for at least one (1) year upon completion of the Project noting the City’s support.

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 Project costs and construction. The City shall then promptly review those documents and inspect the site and let the Company know if it has satisfied the conditions set forth in this Section and, if not, describe what is found to be deficient. In order to receive the City Grant, the Project will need to be completed by December 31, 2023. 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 below.

Section 2. Use of Funds. The Company will use the Grant to complete the Project. The Company shall use the Grant solely in connection with eligible expenses incurred under the Project. By accepting the Grant herein provided, the Company agrees to meet the terms of this Grant Agreement. All improvements to the Premises must be made in accordance with any approvals for the Project and permits and inspections as may be required by the City.

Section 3. City's Obligation to Make Payments Not Debt. Notwithstanding anything to the contrary herein, the obligations of the City pursuant to this Agreement are not a general obligation debt or bonded indebtedness, or a pledge of the general credit or taxes levied by the City, and the Company has no right to have excises or taxes levied by the City, the State or any other political subdivision of the State for the performance of any obligations of the City herein. Further, the obligation of the City to make the payments pursuant to this Agreement are in accordance with the City Commission’s approval and subject to certification by the Director of Finance of the City as to the availability of such revenues.

Section 4. Events of Default. At any time during the Term of this Agreement, and solely at the discretion of the City, should the City determine the Company is not in compliance with the terms of the Grant set forth herein, then the City shall provide Notice of Default to the Company pursuant to Section 5 demanding strict compliance therewith. If the Company fails to take

necessary action during the notice period herein to remain in compliance, then the City shall immediately seek any legal or equitable remedy to which it is entitled including the repayment of any Grant amount.

Section 5. Notice of Default. Pursuant to Section 4, should the City determine that the Company is not in compliance with the terms of the Grant, then the City shall provide written notice to the Company, addressed to and sent via the notice provisions of Section 7 below (the “**Notice of Default**”). The Notice of Default shall state clearly the reason(s) for which the City determines the Company to be out of compliance. The Company shall have ten (10) days from the date it received the Notice of Default to cure or otherwise take the necessary corrective action to remain in compliance with the terms of the Grant under this Agreement.

Section 6. Indemnification of the City. The Company shall indemnify, defend, and hold harmless the City from and against all claims, losses, liabilities, damages, costs, and expenses, including reasonable attorneys’ fees, costs and expenses, arising from the City’s remittance of funds under the Grant.

Section 7. Miscellaneous.

(a) Notices. Except as otherwise specifically set forth in this Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by a recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth in this Agreement or any addendum to this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. For purposes of this agreement, Notices shall be addressed to:

(i) If to the City:

City Manager
Attn: Director of Community Development
City of Sandusky, Ohio
240 Columbus Avenue
Sandusky, OH 44870

(ii) If to the Company:

Gustavo Enriquez
El Pino LLC
1007 West Perkins Avenue
Sandusky, Ohio 44870

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

(b) Extent of Provisions: Personal Liability. All rights, remedies, representations, warranties, covenants, agreements and obligations of the City under this Agreement shall be effective to the extent authorized and permitted by applicable law. No representation, warranty, covenant, agreement, obligation, or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future director, member, officer, agent or employee of the City. No official executing or approving the City's participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

(c) Successors. This Agreement shall be neither binding upon nor inure to the benefit of the Company's successors and assigns unless with the prior written consent of the City.

(d) Assignment or Transfer. This Agreement shall not be assigned or transferred without the express written consent of the City.

(e) Amendments. This Agreement may only be amended by a written instrument executed by both Parties.

(f) Authority to Sign. The Company and City both represent that this Agreement has been approved by formal action of the duly authorized representatives of both Parties.

(g) Executed Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

(h) Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

(i) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into, or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;

(ii) the illegality or invalidity of any application hereof or thereof shall not affect any legal and valid application hereof or thereof; and

(iii) each section, provision, covenant, agreement, obligation or action, or part thereof shall be deemed to be effective, operative, made, assumed, entered into or taken in the manner and to the fullest extent permitted by law.

(i) Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of the Agreement.

(j) Governing Law and Choice of Forum. This Agreement shall be governed by and constructed in accordance with the laws of the State of Ohio or applicable federal law. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Company, its employees and agents, arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within Erie County, Ohio.

(k) Further Assurances. The Company shall, upon request of the City, duly execute and deliver to the City such further instruments, and do and cause to be done such further acts, as may be necessary or proper in the opinion of the City to carry out the provisions and purposes of this Agreement.

EXHIBIT "1"

[Signature Page Follows.]

IN WITNESS WHEREOF, the City and the Company have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

El Pino, LLC
an Ohio Limited Liability Company

By _____
[], Member

CITY OF SANDUSKY, OHIO

By: _____
John Orzech, Interim City Manager

EXHIBIT "A"

Approved as to Form:

By: _____
Brendan Heil, Law Director

SANDUSKY ECONOMIC DEVELOPMENT FUND

APPLICATION

Applicant / Borrower Company:

GUSTAVO ENRIQUEZ

(Applicant Name)

SOLE MEMBER, OWNER, OPERATOR

(Title)

El Pino LLC, DBA El Grand Patron Mexican Restaurant

(Company Name – if different than Applicant Name)

1007 WEST PERKINS AVE

(Street Address)

(Suite, Apt, etc.)

SANDUSKY, OHIO 44870

(City, State, Zip)

419-706-9729

(Phone Number)

G.ENRIQUEZ31@ICLOUD.COM

(Email)

05-0577068

(Federal Tax ID or last 4 of SSN)

Exhibit
"A"

Existing Business Information:

Type of Business: ☐ Commercial ☐ Retail ☐ Service

☐ Other RESTAURANT

Legal Structure: SINGLE MEMBER LIMITED LIABILITY COMPANY

Primary Product or Service: MEXICAN RESTAURANT/ FOOD SERVICE

Date Established: 2010

NAICS-SIC Code: 722511-FULL SERVICE RESTAURANT

Website (if applicable): WWW.ELGRANDPATRON.COM

Principal Officers / Owners:

Name / Title: GUSTAVO ENRIQUEZ

Email: G.ENRIQUEZ31@ICOLUD.COM

Phone: 419-706-9729

SSN (last 4): 3456

% Ownership: 100%

Name / Title: _____

Email: _____

Phone: _____

SSN (last 4): _____

% Ownership: _____

Name / Title: _____

Email: _____

Phone: _____

SSN (last 4): _____

% Ownership: _____

Name / Title: _____

Email: _____

Phone: _____

SSN (last 4): _____

% Ownership: _____

Location of Proposed Project:

1007 WEST PERKINS AVE

(Address)

SANDUSKY, OHIO

(City, State, Zip)

ERIE

(County)

If a relocation, indicate from where _____

Project Type:

☒ Renovation

☐ Expansion

☐ Start-Up/New Construction

Applicant / Business Background Information:

Please provide a brief summary about your background and experience. Please also provide historical information regarding the building or property at which the business will operate, including but not limited to the most recent building use (attach additional page if necessary).

MY FAMILY AND I MOVED TO OHIO TWENTY YEARS AGO TO FIND BETTER JOB
OPPORTUNITIES. I HAVE BEEN RUNNING THE BUSINESS SINCE 2013 AND JUST
RECENTLY PURCHASED THE PROPERTY. I OPERATED THE BUSINESS AT THE
CURRENT LOCATION FOR SEVERAL YEARS UNDER A LEASE FROM THE
PREVIOUS OWNER. THE LANDLORD REFUSED TO INVEST ANY MONEY INTO
THE PROPERTY AND I INVESTED THOUSANDS OF DOLLARS INTO REAL ESTATE
I DID NOT OWN AT THE TIME. I DID THIS TO KEEP THE BUSINESS RUNNING AND
CONTINUE TO SERVE THE SANDUSKY COMMUNITY. THE BUILDING HAS SOME
ISSUES, ESPECIALLY THE PARKING LOT, HVAC AND AIR CONDITIONING UNITS

CONCRETE, AND LIGHTING IN THE PARKING LOT. THE A/C HAS ALWAYS HAD
ISSUES AND I HAVE CONSISTENTLY PUT OPERATING FUNDS INTO REPAIRS. THE
PARKING LOT HAS BECOME DANGEROUS TO CUSTOMERS. THERE ARE POT HOLES
THROUGHOUT THE PARKING AREA. THE ELECTRICAL LIGHT POLES ARE CLOSE TO
FALLING DOWN. I AM WORRIED ABOUT THE SAFETY NOT ONLY OF CUSTOMERS
BUT ALSO SANDUSKY CITIZENS WALKING THROUGH THE AREA. THE SIDEWALKS
ARE IN DISREPAIR AND NEED TO BE FIXED. I HAVE PUT OPERATING FUNDS INTO
REPAIRS IN THE KITCHEN, INSIDE THE BUILDING AND IN THE BACK BUILDING.
AS A FAMILY BUSINESS WE WANT OUR CUSTOMERS, CITIZENS OF SANDUSKY,
TO FEEL SAFE WHEN THEY ENTER THE RESTAURANT AND ARE IN THE PARKING
LOT. WE TREAT OUR CUSTOMERS LIKE FAMILY AND TRY OUR BEST TO MAKE
THEM FEEL WELCOME. THE BUSINESS IS THE FUTURE OF MY FAMILY AND
EMPLOYEES. MY CHILDREN ALREADY WORK IN THE BUSINESS AND WE WANT TO
REMAIN AT THIS LOCATION LONG INTO THE FUTURE. THE PROPERTY IS WELL
LOCATED IN THE CITY DUE TO NEARBY BUSINESSES AND SANDUSKY FOOTBALL
STADIUM AND SCHOOL. I ASSURE YOU MY FAMILY AND I ARE GOOD PEOPLE AND
HAVE GOOD INTENTIONS FOR THIS PROJECT AND WANT TO BE PART OF THE
LONG TERM SUCCESS OF THE CITY OF SANDUSKY

6 cm 14

Project Description:

Please provide a brief description of the project to be undertaken for which City assistance is being sought. For existing businesses, please specifically describe the business expansion associated with the project. For new businesses, describe the scope of the project (attach additional page if necessary).

THE MAIN PROJECT WILL BE RENOVATIONS TO THE EXISTING BUILDING INCLUDING BUT NOT LIMITED TO: PARKING LOT: RESURFACING INCLUDING FILLING IN LARGE EXISTING HOLES, NEW ELECTRICAL LIGHT POLES TO MAKE PARKING LOT SAFER, INSTALLATION OF AIR CONDITIONING UNITS, REPAIR SIDEWALKS, RENOVATIONS TO BACK BUILDING, RENOVATIONS AND UPGRADES TO EXISTING BATHROOMS, NEW FLOORING IN KITCHEN, NEW SHED FOR STORAGE, REBUILD FENCING AROUND THE BUILDING AND DUMPSTER TO INSURE SAFETY OF CUSTOMERS OF CITIZENS WALKING THROUGH THE PARKING LOT.

Business/Personal References:

Name / Title: DENNIS GUERRA, SR. VICE PRESIDENT CIVISTA BANK

Email: DJGUERRA@CIVISTA.BANK

Phone: 419-628-4611

Relationship: BANKER

Name / Title: JULIE HANEY

Email: haneyco41995@gmail.com

Phone: 440-324-36--

Relationship: AACOUNTANT

Name / Title: JENNIFER HUNTSBERRY

Email: JENNIFER.HUNTSBERRY@GFS.COM

Phone: 248-782-5891

Relationship: FOOD SUPPLIER GORDON FOOD SERVICE

Project Source & Use Of Funds:

Break out total project costs by use of funds and allocate each use cost by source (attach additional page if necessary) (total of B+C+D should = A).

(A) Total Project Cost (itemize below): \$826,00

	Provider		
Real Estate Purchase			\$650,000
Outside Electrical	CT Electrical		\$19,750
Air Conditioning Units	Bay Area Heating		\$49,850
Parking Lot Resurfacing	Erie Blacktop Inc		\$41,700
Concrete/Curbs/Sidewalk Repair	Thom Concrete		\$29,500
Back Building Renovations	Various		\$21,500
Interior Flooring/Painting/Tile	Various		\$13,700
Total Renovation Costs:			\$826,000

(B) Owner Equity (dollars and source):

APPLICANT PAID \$130,000 TO PURCHASE BUILDING AND HAS PAID \$35,200 TO DATE INTO THE PROPOSED PROJECT.

(C) Private Lending (dollars, source, and terms):

CIVISTA BANK ISSUED A LOAN IN THE AMOUNT OF \$520,000 WHEN THE BUILDING WAS PURCHASED.

(D) Request for City Assistance (dollars and type):

TOTAL PROJECT COST IS \$826,000. I AM ASKING FOR THE CITY TO CONTRIBUTE \$100,000, OR 12% OF THE TOTAL PROJECT COST.

Project Timeline:

Please outline the project timeline. Please include expected completion dates for items including but not limited to obtaining site control, obtaining financing, and construction.

StartCompleteN/ASite ControlCURRENTLY OWN THE PROPERTYFinancingFINANCING FOR RENOVATION PROJECT BY APRIL 1, 2023ConstructionAT GRANT APPROVAL, APRIL 1, 2023- 60 DAYS TO COMPLETEOther**Project Impact and Employment:**

	Current Year	Year One 2022	Year Two 2021	Year Three 2020
Annual Sales Revenue			\$777,938	\$593,213
Annual Payroll			\$186,279	\$113,975
Current Employment (FTE)			12	10
Average Pay Per Employee			\$15,500 + TIPS	\$15,000 + TIPS

Project Concept: Use the space below to address the following:

- How does the proposed project relate to a strategic approach to revitalization of the surrounding area?
- Will the project contribute to a change in the market dynamics, economic status, physical appearance or perception of the area?
- Does the project address specific area needs or missing services?

THE SIDEWALK AND PARKING LOT ARE SIMPLY UNSAFE FOR CUSTOMERS AND THE CITIZENS OF SANDUSKY THAT WALK THROUGH THE PARKING LOT OR ON THE SIDEWALKS, TO A SANDUSKY HIGH SCHOOL FOOTBALL GAME OR THE SURROUNDING BUSINESSES. WE ARE LOCATED IN A HIGH TRAFFIC AREA AND HAVE A LOT OF PEOPLE THAT USE THE PARKING LOT. WE ARE THE ONLY RESTAURANT IN SANDUSKY THE PREPARES AND SERVES AUTHENTIC MEXICAN FOOD. A NEW SAFE AND WELL LIT PARKING LOT AND SIDEWALKS WILL CONTRIBUTE TO THE AESTHETICS AND PHYSICAL APPEARANCE OF THE AREA. SAFER WALKWAYS WOULD ATTRACT MORE PATRONS TO THE BUSINESS AND TO THE SURROUNDING AREA. THIS WOULD INCREASE REVENUE, LEAD TO HIRING MORE EMPLOYEES AND STAFF AND ESSENTIALLY ADD TO THE INCOME TAX REVENUE OF THE CITY. ADDITIONALLY IT WOULD INCREASE SAFE AND WELL LIT PARKING FOR OVERFLOW FANS OF SANDUSKY FOOTBALL GAMES AND RECENTLY HELD PLAYOFF GAMES AT STROBEL FIELD, IN ADDITION TO HIGH SCHOOL GRADUATIONS, LOCAL YOUTH TRACK MEETS AND OTHER EVENTS HELD AT THE STADIUM. IT WILL ALSO BE MORE PRESENTABLE AND BETTER LOOKING FOR THE NEIGHBORING BUSINESSES, INCLUDING THE LARGE FACTORY ACROSS THE STREET THAT IS IN THE PROCESS OF BEING SOLD.



Attachments:

The following should be submitted with your ED Application:

- ☐ Business plan (if applicable)
- ☐ Three years of historical financial statements (if applicable)
- ☐ Three years of projected financial statements (if applicable)
- ☐ Sources of financing including evidence of private funds and matching funds (if possible)
- ☐ Third party cost estimates, **INCLUDING RENDERINGS** (if applicable)
- ☐ Lease agreement, purchase agreement, or proof of ownership/site control

Attestation of Financial Condition

Do you or your business have any of the following:

	YES	NO
Outstanding collections		XX
Judgement liens		XX
Other court judgements		XX
Delinquent taxes		XX
Delinquent loans		XX
Other tax liens		XX
Previous bankruptcy		XX
If yes to bankruptcy, has it been fully discharged?		XX
Real estate that is tax delinquent		XX
Code violations		XX
Non-registered rental units		XX
Real estate that is in foreclosure		XX



Submission Acknowledgment

The undersigned certifies that he/she is authorized to complete, sign and submit this application on behalf of the applicant/owner. Further, the undersigned certifies that the information contained in this application has been reviewed by him/her and that all information, including exhibits, are, to the best of his/her knowledge, complete and accurate and presents fairly the condition of the applicant and project accurately. Intentionally falsifying information in this document constitutes a criminal offense. The undersigned hereby authorizes the City of Sandusky to investigate the credit worthiness and of the undersigned, and/or applicant. The undersigned understands that information submitted to the City of Sandusky as part of this application may be considered a public record. The undersigned also agrees to display signage showing City support on their property for up to one (1) year after project completion.

The undersigned understands that additional information may be required to finalize the approval process, and that, if the project is funded, Economic Development funds cannot pay for projects completed before grant approval and notice of award. The undersigned also understands that the submission of the application for financial assistance does not automatically constitute approval.

The undersigned understands that if the business or enterprise receiving grant funding moves or relocates to a different location outside of the municipal boundaries of Sandusky within three (3) years from the effective date of the grant agreement, that the grant funding will be rescinded in its entirety and the undersigned waives any right or claim to the awarded funding. This provision does not include businesses or enterprises that cease operations and close or that open up additional locations outside of the municipal boundaries of Sandusky while maintaining their funded location within the Sandusky city limits.

☐ By checking this box, I acknowledge that I have read, understand, and agree to the policies and procedures outlined in this document. I further agree to be interviewed, photographed and/or have my business photographed for Economic Development marketing purposes. If you have questions, please contact the Department of Community Development.

Company Name: EL PINO LTD DBA EL GRAND PATRON

By: _____

(Print or type name and title)

GUSTANO ENRIQUEZ, MEMBER

(Signature)

(Date)

May 9, 2023

Economic Development Incentive Committee Summary

El Pino LLC, DBA El Grand Patron Mexican Restaurant

Applicant: Gustavo Enriquez
1007 West Perkins Avenue
Sandusky, Ohio 44870

Principal Owners: Gustavo Enriquez, Owner/Operator/Sole Member

Recommendation: \$15,000.00 Economic Development Fund grant to be approved by the Economic Development Incentive Committee on the condition that the applicant obtain all relevant permits and display a sign evidencing City of Sandusky support for one year after project completion. The project improvements shall be completed by December 31, 2023

Project Description

Gustavo Enriquez has been operating El Grand Patron Mexican Restaurant since 2013. For years, Enriquez faithfully paid the previous owner of the facility rent payments and consistently requested repairs and upgrades to the facility without response/investment from/by the landlord. After years of leasing the space, Enriquez purchased the building in 2021 for \$650,000 and began to slowly make interior improvements (flooring, tiles, kitchen upgrades and painting) to make the dining experience better for his customers. The building purchase was financing by Civista Bank.

El Grand Patron is located at 1007 West Perkins. It is adjacent to Sandusky High School football stadium and nearby the SCS school complex. Enriquez prides himself on being a restaurant that serves the community and welcomes families and patrons to celebrate wins, birthdays, anniversaries, first dates or any occasion where seekers are searching for excellent food made by his own family. Enriquez's children, spouse and sister work at El Grand Patron.

Late last year, Enriquez began planning for additional larger, more expensive, and necessary improvements to the facility. His plan is to resurface the parking lot, install new walkways and lighting around the facility and a new HVAC system. Thus far, Enriquez has made all repairs completed at time of purchase and down payments for these upcoming enhancements from operating capital. Additional support from the City of Sandusky would reduce the burden on Enriquez.

Enriquez is committed to Sandusky. He was recently approached about moving his business to a nearby location on Perkins Avenue, within the neighboring township. Enriquez resisted the temptation, citing Sandusky is El Grand Patron's home. He currently employs 12 people with an annual payroll approaching \$200,000.

Project Uses

Electrical	\$ 19,750.00
HVAC	\$ 49,820.00
Lot Resurfacing	\$ 41,695.00
Concrete (curbs/sidewalks)	\$ 29,406.00
Total	\$140,671.00

Project Sources

Sandusky Economic Development Fund	\$ 15,000.00
Owner Investment	\$125,671.00
Total	\$140,671.00