



LEGISLATIVE COVER MEMO

Meeting Date: July 29, 2024

Agenda Item: **Resolution 2024-48**

AMENDING THE PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH RILEY REAL ESTATE, LLC

Submitted by: Karisa Steed, Assistant City Manager

Scope/Description: On March 18, 2024, this Council authorized a Purchase, Sale, and Development Agreement with Riley Real Estate, LLC for seven (7) adjacent parcels located on the corner of Sixth Street and Riley Boulevard. RILEY REAL ESTATE, LLC desires develop a brewery and taproom on the property. City staff supports this project from an economic development perspective.

This resolution authorizes an amendment to the original PSDA. The purchase price for the City-owned property shall be \$1.00. For six (6) months following closing, the City will waive any City-charged sewer and tap fees that may be associated with the proposed development of the Property as a brewery and taphouse.

Pursuant to Section 115.03(a) of the City's Codified Ordinances, City Council may authorize the sale of the involved property to RILEY REAL ESTATE, LLC by a super-majority vote of at least five (5) members of Council in favor of this Resolution.

Exhibits: Exhibit A: FIRST AMENDMENT TO PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

Recommendation: Approval

CITY OF FRANKLIN, OHIO
RESOLUTION 2024-48

AMENDING THE PURCHASE, SALE, AND DEVELOPMENT AGREEMENT WITH RILEY REAL ESTATE, LLC

WHEREAS, the City of Franklin, Ohio presently owns seven (7) parcels of real property located on the corner of Sixth Street and Riley Boulevard in the City limits, more particularly described as Warren County Auditor’s Parcel Nos. 0431138025, 0431138024, 0431138026, 0431138022, 0431138027, 0431138018, and 0431138017 (the “Property”); and

WHEREAS, on March 18, 2024, this Council authorized a Purchase, Sale, and Development Agreement with Riley Real Estate, LLC vis Resolution 2024-21; and

WHEREAS, the City Council of the City of Franklin, Ohio finds the Project to be a desirable and productive use of the Property, and consistent with the City’s ongoing economic development efforts in the area; and

WHEREAS, both parties desire to amend the Agreement pursuant to the terms and conditions of the Amendment attached as Exhibit A; and

WHEREAS, Section 115.03(a) of the City’s Codified Ordinances empowers Council to authorize the sale of City-owned real property via resolution when at least five (5) members of Council vote to approve the resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, at least five (5) members of Council concurring, that:

Section 1. Council hereby authorizes the amendment attached as Exhibit A to the Purchase and Sale Agreement with RILEY REAL ESTATE, LLC authorized by this Council on March 18, 2024 via Resolution 2024-21 and dated effective as of March 25, 2024.

Section 2. The City Manager is further authorized to execute and provide any and all contracts (including, but not limited to, the purchase and sale agreement described above), documentation and information necessary to effectuate the sale of the Property to RILEY REAL ESTATE, LLC in accordance with this Resolution.

Section 3. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action occurred in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 4. This Resolution shall become effective immediately upon its passage.

ADOPTED: July 29, 2024

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Mayor Brent Centers

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a Resolution passed by that body on July 29, 2024.

Khristi Dunn, Clerk of Council

FIRST AMENDMENT TO PURCHASE, SALE, AND DEVELOPMENT AGREEMENT

This First Amendment to Purchase, Sale, and Development Agreement (this “Amendment”) is entered into effective as of July ____, 2024 (the “Effective Date”) by and between the City of Franklin, Ohio (“Seller”) and Riley Real Estate, LLC (“Buyer”). The Buyer and Seller may be referred to hereinafter individually as a “Party” and collectively as the “Parties.

WHEREAS, Buyer and Seller are parties to that certain Purchase, Sale, and Development Agreement dated effective as of March 25, 2024 (the “Agreement”), pursuant to which the parties agreed that the Buyer would acquire the Property (defined therein) from Seller at Closing.

WHEREAS, The Parties desire to amend the Agreement pursuant to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, the Buyer and Seller agree as follows:

Section 1. Defined Terms. All capitalized terms not specifically defined herein shall have the same meaning as they are given in the Agreement.

Section 2. Amendment to Purchase Price. Section 3 of the Agreement is hereby amended to read as follows:

The purchase price to be paid by Buyer to Seller for the Property is One and no/100 Dollars (\$1.00) (the “Purchase Price”) and its undertakings, representations, and warranties specified in this Agreement (and the Seller acknowledges and agrees that such amount and undertakings are good and valuable consideration for the Property).

Section 3. Waiver of Tap Fees. Seller furthermore agrees, for a period of six (6) months following closing, to waive any City-charged sewer and tap fees that may be associated with the Buyer’s proposed development of the Property as a brewery and taphouse.

Section 4. Conflicting Terms Rescinded. Any and all terms and conditions set forth in the Agreement which directly conflict with the terms and conditions set forth in this Amendment are hereby rescinded, considered null and void, and of no further force and effect. The remainder of the terms and conditions set forth in the Agreement which are not expressly modified by this Amendment shall be unchanged, and continue on as-written in the Agreement and in full force and effect.

Section 5. Entire Amendment. This Amendment reflects the Parties’ entire agreement and understanding with respect to their mutual modification of the Agreement, as set forth herein. The Agreement shall not be considered modified in any respect by any other agreement, statement or promise made by either Party, or any officer, representative, employee or agent of either Party, whether express or implied, oral or written, which is not contained in this Amendment.

R-24-48
Exhibit A

IN WITNESS WHEREOF, the Buyer and Seller have each caused this Amendment to be executed by its respective duly authorized officer, as of the day and year first above written.

CITY OF FRANKLIN, OHIO

By: _____
Jonathan Westendorf, City Manager

Approved as to form

Ben Yoder, Law Director

RILEY REAL ESTATE, LLC

By: _____
Name: _____
Title: _____