

ORDINANCE NO. 08 - 72 AC CMS

AN ORDINANCE AUTHORIZING THE PAYMENT OF FUNDS TO MAIN STREET OBERLIN, INC., TO SERVE AS A MATCH TO COUNTY FUNDS AND DECLARING AN EMERGENCY

WHEREAS, Lorain County has provided grant funds to Main Street, Oberlin, Inc. which funds require a local match.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the City Manager is hereby authorized and directed to enter into an agreement with Main Street Oberlin, Inc. to perform services related to the operation of a Main Street Program in accordance with the proposed agreement being attached hereto and incorporated herein by reference.

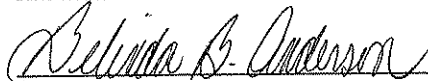
SECTION 2. That it is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal government to wit:

"To allow for the continued operation of the Main Street Program through funding assistance from the City to match County funds, at the earliest possible date", and shall take effect immediately upon passage.

PASSED: 1st Reading - October 6, 2008 (E)
2nd Reading -
3rd Reading -

ATTEST:



Belinda B. Anderson
CLERK OF COUNCIL

POSTED: 10/07/2008



David E. Sommer
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 10/06/2008

AGREEMENT

This agreement made and concluded at Oberlin, Ohio, this 23rd day of OCTOBER, 2008, by and between the City of Oberlin, a municipal corporation (hereinafter referred to as CITY), and Main Street Oberlin, Inc. (hereinafter to referred to as MAIN STREET).

WITNESSETH:

Whereas, MAINSTREET is a non-profit organization which provides services to downtown business and building owners of Oberlin, including education, promotion of businesses, promotion of vacant store fronts, revitalization and historic preservation efforts in the downtown areas; and,

WHEREAS, the CITY has determined that the support of said services by MAIN STREET represents a "public purpose" and is in the best interest of the City of Oberlin; and,

WHEREAS, the CITY in return for the services to be rendered by MAIN STREET will provide financial support and assistance to MAIN STREET.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, it is agreed by and between the parties hereto as follows:

SECTION 1. That during calendar years 2006 and 2007, MAIN STREET has operated a Main Street Program in accordance with the four-point approach outlined in the general guidelines of Downtown Ohio's "Ohio Main Street Program" in the City of Oberlin, Ohio, and has provided those services to the building and business owners, visitors and residents of the CITY.

SECTION 2. That subsequent to calendar 2007, MAIN STREET has, and will continue, to operate a Main Street Program in accordance with the four-point approach outlined in the

general guidelines of Downtown Ohio's "Ohio Main Street Program" in the City of Oberlin, Ohio, and provide those services to the building and business owners, visitors and residents of the CITY.

SECTION 3. That in consideration of those past services the CITY agrees to provide MAIN STREET with the following financial support, supplementing the financial support provided by Lorain County, towards the cost of operating said program within the City for the years indicated, as reflected below:

Calendar Year 2006 - \$10,000 – 50% match of Lorain County support

Calendar Year 2007 - \$ 7,500 – 50% match of Lorain County support

Calendar Year 2008 - \$ 7,500 – 50% match of Lorain County support

These amounts for the past three years shall be payable in one lump sum payment.

SECTION 4. The CITY agrees to continue to provide MAIN STREET with financial support in future years as a supplement to financial support provided by Lorain County, the monies to be utilized to assist with the cost of operating the Main Street program within the City. The amount of annual support shall be not less than a 50% match of any financial support provided by Lorain County, up to a maximum in any one calendar year of \$15,000, subject, however, to annual City Council appropriation.

SECTION 5. Upon request, MAIN STREET will provide the CITY with periodic reports and will allow the CITY to review its financial records, in order to assure the CITY that the services contemplated are, in fact, being satisfactorily and efficiently provided.

SECTION 6. MAIN STREET shall carry public liability insurance in amount and form as approved by the CITY, and agrees to hold harmless and indemnify the CITY from any and all

losses, claims, damages, and judgments arising out of or resulting from the operation of said services.

IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicates hereof the day and year first above mentioned.

IN THE PRESENCE OF:

THE CITY OF OBERLIN

Shari Hanning
Witness

By: [Signature]
City Manager

MAIN STREET OBERLIN, INC.

[Signature]
Witness

By: [Signature]
Director

Approved as to form: [Signature]
Law Director