

CITY OF OBERLIN, OHIO

ORDINANCE NO. 19-05 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MAIN STREET OBERLIN, INC., DBA OBERLIN BUSINESS PARTNERSHIP TO PROVIDE FUNDING FOR THE PROMOTION OF THE CITY OF OBERLIN AND FOR COMMUNITY DEVELOPMENT PROGRAMS, REPEALING ORDINANCE NUMBERS 08-72 AC CMS AND 10-67 AC CMS AND DECLARING AN EMERGENCY

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., dba Oberlin Business Partnership, to provide funding for the promotion of the City of Oberlin to potential visitors, businesses, tourists and/or special event or meeting participants and for the promotion of community development programs within the City of Oberlin, in accordance with the agreement attached hereto as Exhibit A, such expenditures being determined to be for a proper municipal public purpose.

SECTION 2. That Ordinance Numbers 08-72 AC CMS and 10-67 AC CMS be and are hereby repealed.

SECTION 3. 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.

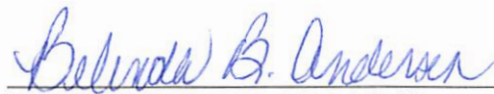
SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio or to provide for the usual daily operation of a municipal department, to wit: "to provide for the promotion of the City of Oberlin and community development programs within the City without delay," and shall take effect immediately upon passage.

PASSED: 1st Reading: February 19, 2019 (E)

2nd Reading: _____

3rd Reading: _____

ATTEST:


BELINDA B. ANDERSON, MMC
CLERK OF COUNCIL


BRYAN BURGESS
PRESIDENT OF COUNCIL

POSTED: 02/20/2019

EFFECTIVE DATE: 02/19/2019

AGREEMENT

THIS AGREEMENT, ("Agreement") is made at Oberlin, Ohio, on this 22nd day of February, by and between the City of Oberlin, an Ohio municipal corporation, ("City"), and Main Street Oberlin, Inc., an Ohio Corporation, not for profit, d/b/a Oberlin Business Partnership, hereinafter referred to as "MSO."

WITNESSETH:

WHEREAS, the City Manager is authorized to enter into an agreement with MSO whereby the City will provide funding to MSO for the promotion of the City and to provide the services as set forth in this Agreement.

WHEREAS, Chapter 185 of the Oberlin Codified Ordinances established a transient lodging tax, to provide funds to promote the City to potential visitors, tourists and/or special event or meeting participants by means of advertising, news coverage, posters, brochures and other promotional techniques.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt of which being hereby acknowledged, it is agreed between the parties hereto as follows:

SECTION 1. That for the City fiscal years 2019, 2020 and 2021, MSO will promote the City as follows:

- Provide for the promotion for and marketing of events and/or activities of MSO that promote the City to potential visitors, tourists and/or special event or meeting participants.
- At the discretion of MSO, distribute funds provided to it pursuant to this Agreement to Oberlin based entities organized under section 501(c)(3) of the Internal Revenue Code for purposes of the promotion of the City of Oberlin to potential visitors, tourists and/or special event or meeting participants.
- With the prior written approval of the City Manager, assist the City in the promotion of community development programs, including but not limited to the Revolving Loan Fund Program, Facade Loan Fund Program, Oberlin Business Assistance Fund Program, Oberlin Property Tax Abatement Program, CHIP Program, Heritage Home Program and the Oberlin Connector Service. All costs for the development and production of associated promotional materials (such as brochures, flyers, etc.) shall be paid for by the City provided that the City Manager shall have first provided to MSO written approval of such costs.
- Organize and produce the Family Fun Fair and Concert series on Tappan Square in 2019, 2020 and 2021. The scope and scale of this event to be determined by MSO.
- Organize Main Street Activity as determined by MSO.

SECTION 2. That in consideration of said services, the City will pay MSO an amount equal to Eighty-Five Percent (85%) of the transient lodging tax received by it in the previous fiscal year which ends in December which amount shall be reported to MSO in January of the

subsequent year. Said funds shall be payable following receipt of an invoice provided by MSO. Such invoice shall be reviewed and approved by the City Manager and shall be payable to MSO in the following February or as soon thereafter as is practicable after the approval of any necessary budget adjustment.

SECTION 3. MSO shall provide the City with written reports by January 31, 2020, January 31, 2021 and January 31, 2022, for evaluation by the City Manager, specifically itemizing the expenditures and use of the funds provided to MSO by the City. The reports shall include such documentation as may be determined by the City to demonstrate that all expenditures are made in accordance with the terms of this Agreement any applicable laws.

SECTION 4. The City shall have the right to demand and receive such other information from MSO detailing the activities funded as determined necessary by the City.


SECTION 5. MSO shall carry public liability insurance in the 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 provision and/or operation of said services.

SECTION 6. This Agreement may be terminated by either party upon thirty (30) days advance written notice. In the event of termination, any unexpended funds provided to MSO by the City as of the effective date of termination shall be returned to the City. Termination shall not relieve MSO of its obligations set forth in Section 3 above.

SECTION 7. This Agreement contains the sole and entire agreement between the Parties with respect to the matters set forth herein and no prior inducement, promise, or agreement, oral or written, between the Parties, which is not set forth herein, shall be of any force or effect. This Agreement may only be amended by a writing signed by each of the Parties.

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

The City of Oberlin

By: 
Rob Hillard

Its: _____ City Manager

Main Street Oberlin, d/b/a Oberlin Business Partnership

By: 

Its: BOARD PRESIDENT


Approved as to form: _____
Jon D. Clark, Law Director