

AGENDA FOR THE REGULAR COUNCIL MEETING
MONDAY, FEBRUARY 22, 2016 at 7:30 p.m.

ROLL CALL

- Council Clerk

APPROVAL OF MINUTES

- Council Members

REPORTS AND COMMUNICATIONS

- City Officials

COMMITTEE REPORTS

- Council Members

CITIZEN COMMENTS

- Citizens of Bellevue

PRESIDENT'S REPORT

- President Smith

LEGISLATION

- Law Director

1st READING OF RESOLUTION R-2-16:

Mr. Miller & Mr. Feuerstein

A RESOLUTION CONFIRMING AND CLARIFYING ORDINANCE NO. 22-15 ESTABLISHING A CITY-WIDE COMMUNITY REINVESTMENT AREA OF THE CITY OF BELLEVUE PURSUANT TO OHIO REVISED CODE SECTIONS 3735.65 THROUGH 3735.70, AND DECLARING AN EMERGENCY.

1ST READING OF ORDINANCE NO. 3-16:

City Auditor, Mr. Smith

(Exhibit will be distributed at Council meeting.)

AN ORDINANCE TO MAKE PERMANENT APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF BELLEVUE, STATE OF OHIO, DURING FISCAL YEAR ENDING DECEMBER 31, 2016, AND DECLARING AN EMERGENCY.

1ST READING OF ORDINANCE NO. 4-16:

Mr. Hill & Mr. Baker

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO LEASE THE NEW JUNGLE JUNCTION BUILDING AND JUNGLE JUNCTION EQUIPMENT FROM THE BELLEVUE RECREATION CLUB, INC. ON AN INTERIM BASIS, UNTIL THIS PROPERTY IS DONATED TO THE CITY OF BELLEVUE.

2nd READING OF ORDINANCE NO. 2-16:

Miss Mull & Mr. Feuerstein

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND FOR THE BOARD OF CONTROL TO ENTER INTO A CONTRACT OR CONTRACTS FOR STREET REPAVING, AND DECLARING AN EMERGENCY.

CLOSING COMMENTS

ADJOURNMENT

There will be an **Industrial & Commercial Development Committee** meeting on Monday, February 22, 2016 at 6:50 p.m.

There will be a **Parks & Recreation Committee** meeting on Monday, February 22, 2016 at 7:10 p.m.

There will be a **Budget & Finance Committee** meeting directly following the regular City Council meeting on Monday, February 22, 2016.

ORDINANCE NO. 2-16

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO ADVERTISE FOR BIDS AND FOR THE BOARD OF CONTROL TO ENTER INTO A CONTRACT OR CONTRACTS FOR STREET REPAVING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Bellevue is desirous of contracting for street repaving during 2016; and

WHEREAS, the City wishes to obtain bids pursuant to law to accomplish the same;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bellevue, Huron, Sandusky, and Erie Counties, Ohio:

SECTION 1: That the Safety-Service Director be and he is hereby authorized and directed to advertise for bids for street repaving within the City in an amount not to exceed \$250,000.00.

SECTION 2: That the Board of Control shall review such bids and, if appropriate, award the successful bid or bids, subject to Section 3 herein.

SECTION 3: That the Auditor is hereby authorized and directed to draw his warrant or warrants in the total amount not to exceed \$250,000.00 for the above purpose from funds already appropriated in line accounts to be designated by the City Auditor.

SECTION 4: That to the end that this street repaving is deemed a viable and vital consideration for the efficient operations of the City, the Safety-Service Director is hereby authorized to proceed with the required and necessary process of bidding as directed and authorized above.

SECTION 5: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the City of Bellevue, and for the further specific reason that it is necessary to enable this bidding and street repaving to proceed as soon as possible in order to be of the most benefit to the community.

WHEREFORE, this Ordinance shall go into full force and effect immediately upon its passage by Council and approval by the Mayor.

DATE: _____

RONALD SMITH
PRESIDENT OF COUNCIL

ATTEST:

APPROVED:

RHONDA R. SOPER
CLERK OF COUNCIL

KEVIN G. STRECKER
MAYOR

ORDINANCE NO. 3-16

**AN ORDINANCE TO MAKE PERMANENT APPROPRIATIONS FOR
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF
BELLEVUE, STATE OF OHIO, DURING FISCAL YEAR ENDING
DECEMBER 31, 2016 AND DECLARING AN EMERGENCY.**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bellevue, Erie, Huron and Sandusky Counties, Ohio:

SECTION 1: That to provide for the current expenses and other expenditures for the City of Bellevue during the Fiscal Year ending December 31, 2016, the following amounts be and are hereby set aside and appropriated as set forth in "Exhibit A" attached.

SECTION 2: That the Auditor be and he is hereby authorized and directed to draw his warrant or warrants for payment from appropriations upon receiving proper certification and approval by the officers authorized by law to approve the same.

SECTION 3: That Council is in compliance with Ohio Rev. Code 5705.38(C) in setting the minimum level of budgetary control for subdivisions in that appropriation measures shall be classified so as to set forth separately the amounts appropriated for each office, department, and division, and, within each, the amount appropriated for personal services.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and safety, and to bring the aforementioned accounts into balance.

WHEREFORE, this Ordinance shall go into full force and effect immediately upon its passage by council and approval by the Mayor.

DATE: _____

RONALD SMITH
President of Council

ATTEST:

APPROVED:

RHONDA R. SOPER
Clerk of Council

KEVIN G. STRECKER
Mayor

ORDINANCE NO. 4-16

AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR TO LEASE THE NEW JUNGLE JUNCTION BUILDING AND JUNGLE JUNCTION EQUIPMENT FROM THE BELLEVUE RECREATION CLUB, INC. ON AN INTERIM BASIS, UNTIL THIS PROPERTY IS DONATED TO THE CITY OF BELLEVUE.

WHEREAS, Ordinance No. 8-15 authorized the Safety-Service Director to grant a revocable license to Bellevue Recreation Club, Inc., to allow the Recreation Club to build and furnish, at the expense of the Bellevue Recreation Club, a building to house and build a new play center, with the building, all fixtures, furnishings and the assembled play center to be donated to the City upon completion, and to be run by the Bellevue City Recreation Department; and

WHEREAS, the building and assembled play center are nearing completion, but it is anticipated that the Bellevue Recreation Club, Inc. will not have these improvements totally paid for upon completion; and

WHEREAS, it is desired that the City of Bellevue take possession of the building and equipment to start operating the play center as originally planned; and

WHEREAS, a temporary lease for a nominal amount, is the most practical way for the City to have possession of the premises and play structure before actually taking title to same;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Bellevue, Erie, Huron and Sandusky Counties, Ohio:

SECTION 1: The Safety-Service Director is hereby authorized to lease, for the nominal sum of \$1.00 per year, from the Bellevue Recreation Club, Inc., the completed building, all fixtures, furnishings and the assembled play center, with the commencement date of the lease to begin at the discretion of the Safety-Service Director, but anticipated to be on or about April 1, 2016, all to be as substantially set forth in the attached Exhibit "A".

SECTION 2: The City of Bellevue will be responsible for the expenses of insuring and maintaining the building, all fixtures, furnishings, and the assembled play center, and shall have possession of the premises for the purpose of operating the play center as originally proposed.

SECTION 3: When the building and the assembly of the play structure have been completely paid for by the Bellevue Recreation Club, Inc., or earlier at the discretion of the Bellevue Recreation Club and the City, the Recreation Club will donate the building and the assembled play center to the City of Bellevue, as originally contemplated. At that time, a

further ordinance shall be submitted to this Council to accept the donation of the building and all fixtures, furnishings and the assembled play center, and to memorialize the new assets on the City's books.

SECTION 4: The City Auditor is hereby authorized to draw his warrant or warrants for payment of the ongoing expenses from the operation of the play center upon proper direction of the officers authorized by law to approve the same. It is specifically understood that the Recreation Department will be operating the play center and receiving the revenues from the same, and paying the expenses for the same as appropriated for the Recreation Department through the City of Bellevue.

WHEREFORE, that this ordinance shall go into full force and effect from the earliest period allowed by law.

DATE: _____

RONALD SMITH
PRESIDENT OF COUNCIL

ATTEST:

APPROVED:

RHONDA R. SOPER
CLERK OF COUNCIL

KEVIN G. STRECKER
MAYOR

INTERIM LEASE

WHEREAS, the below-signed Lessor, Bellevue Recreation Club, Inc., and Lessee, the City of Bellevue acting through the Bellevue City Recreation Department, continue to desire to work together for the purpose of a donation from Lessor to Lessee, for the donation of a building to house a donated play center, with the building, all fixtures, furnishings and the assembled play center, to be run by the Bellevue City Recreation Department; and

WHEREAS, the building and play center are nearing completion, but are not ready to be donated because of monies the Bellevue Recreation Club, Inc., still owes for the project, some of which funds have been pledged but are not yet collected or due to be collected; and

WHEREAS, it appears desirable, on an interim basis, for the Bellevue Recreation Department, Inc. to retain ownership of the building and play center, but for the City of Bellevue acting through the Bellevue City Recreation Department being able to operate the same to begin developing a revenue flow; and

WHEREAS, it appears at this time that a lease for a nominal amount, for an interim period to be determined, is the best method to accomplish these objectives;

IT IS HEREBY AGREED BY THE PARTIES AND LEASED BY THE LESSOR AND LESSEE, AS FOLLOWS:

1. The Lessor herein is the Bellevue Recreation Club, Inc., an Ohio non-profit corporation, and the Lessee is the City of Bellevue, Ohio, an Ohio Municipal Corporation, acting through the Bellevue City Recreation Department.
2. The lease herein is for the completed building, all fixtures, furnishings and the assembled play center, which will eventually will be donated to the City, but on an interim basis will be leased to the City for the nominal sum of \$1.00 per year.
3. This lease shall commence on or about April 1, 2016, at the discretion of the Bellevue Safety-Service Director, with the agreement of the parties.
4. Lessee is specifically authorized to operate the play center and receive the revenue from its operation and be responsible for all expenses from its operation, including but not limited to insurance, maintenance, upkeep, staffing, utilities, and any other expenses having to do with said building and play center.
5. This lease shall continue on a month-to-month basis at the mutual consent of the parties, and will lapse or be terminated when the building and play center are donated to the City of Bellevue, which will be through a further ordinance and specific donation documents of these assets with specified values to the City of Bellevue.
6. It is undetermined at this time how long this lease may last, as it may be just for several months until the Lessor will be able to donate these assets to the City; or it could take a longer time for additional pledges to be received and current pledges to be satisfied. The Bellevue Recreation Club shall work diligently to have the improvements paid for and donated to the City of Bellevue as soon as reasonably possible. However, in this interim period, this lease will give the City of Bellevue possession and operation of the premises.
7. Lessee agrees to carefully possess and maintain the premises and see that the same are preserved and kept in its current good condition, reasonable wear and tear excepted.
8. Lessee will maintain sufficient insurance on the building and the improvements, and for any personal liability therefrom, and will hold Lessor harmless for any loss or damage that would otherwise arise from Lessee's use of the premises as aforesaid, and will, further, indemnify Lessor against any loss or damage, including attorney's fees, that would arise out of Lessee's activities and operation of the building and play center. This hold harmless and indemnification shall include, without limitation, any injuries, losses or damages, including death, to third parties harmed in the operation of the play center. Proof of said insurance, in an amount to be determined by the City Safety-Service Director shall be given to Lessor at the commencement of this lease, and shall be available for review.
9. As set forth in the parties' grant of revocable personal license, Lessor shall continue to hold Lessee harmless and shall indemnify Lessee from any claims for mechanics liens arising from the construction, and Lessor agrees to be entirely responsible for all costs and expenses, anticipated or unanticipated, arising from the construction process.

10. This lease shall not be subject to assignment by Lessor or Lessee, without the other's consent.
11. This lease is intended to conform to the letter and spirit of the parties' grant of revocable personal license agreement, which continues to be in full force and effect, except as amended by this lease agreement.
12. The parties shall continue to cooperate as may be necessary for the successful completion of this project, the goals being for the building and play center to be paid for entirely by the Bellevue Recreation Club, Inc., and said assets be donated to the City of Bellevue acting through the Bellevue Recreation Department for the operation of this facility. This lease for a nominal amount is intended to authorize and permit the City of Bellevue acting through the Bellevue Recreation Department to operate the facility on an interim basis as Lessee prior to the donation of the premises to the City.
13. Other than Lessor's continued responsibility to pay for the subject premises, Lessee is assuming all responsibility and liability for the operation of the premises under this lease.
14. The consideration of this agreement is the mutual promises contained herein, which each party acknowledges to be good and sufficient consideration.

Executed by Lessor and Lessee this _____ day of _____, 2016.

LESSOR: **BELLEVUE RECREATION CLUB, INC.**
An Ohio Non-profit Corporation

By: _____

By: _____

LESSEE: **THE CITY OF BELLEVUE**

By: **Michael E. Lantz**, Safety-Service Director, by authority granted by Bellevue City Council

By: **Marc Weisenberger**, Recreation Department Supervisor, by authority granted by the Bellevue Recreation Board

STATE OF OHIO)
)ss
COUNTY OF SANDUSKY)

On the _____ day of _____, 2016, before me, a Notary Public in the aforesaid county and state, personally came Bellevue Recreation Club, Inc., an Ohio Non-profit Corporation, Lessor in the foregoing instrument, by _____, its _____ and by _____, its _____, and acknowledged the signing thereof to be their voluntary act and deed and the voluntary act and deed of said corporation..

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year first above written.

Notary Public - State of Ohio

STATE OF OHIO)
)ss
COUNTY OF SANDUSKY)

On the _____ day of _____, 2016, before me, a Notary Public in the aforesaid county and state, personally came **Michael E. Lantz, Safety-Service Director and Marc Weisenberger, Recreation Department Supervisor**, for the City of Bellevue, Lessee in the foregoing instrument, and acknowledged the signing thereof to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year first above written.

Notary Public - State of Ohio

This Document Prepared by:
David A. Wallingford
Bellevue City Law Director
Bellevue, Ohio 44811