

AGENDA
Council Meeting
Thursday, May 26, 2016
7:00 P. M.

- I. Pledge of Allegiance
- II. Call to Order
- III. Presentation
- IV. Public Hearing
- V. Personal Appearance
(Anyone wishing to address the Council should notify the Clerk prior to the meeting)
- VI. Correspondence
- VII. Consent Agenda
(All Matters listed under this item are considered to be routine and will be enacted by one motion in the form below without separate discussion. If discussion is desired, the item will be removed from the consent agenda and considered separately.)
 - 1. Approval of previous minutes
 - 2. Approval of warrant
- VIII. Appointments
 - 1. Appoint Nancy Skiff, 418 Ford Avenue, Ogdensburg, NY 13669 to the Tree Commission for a three-year term to begin 5/26/16, and end 12/31/18.
- IX. Items for Council Action
 - 1. A resolution authorizing the City Manager to submit an application to the North Country Regional Economic Development Council for consideration as the Regional downtown nominee for the state's Downtown Revitalization Initiative (DRI) funding. (Bill #50)
 - 2. A resolution introducing a public hearing and public notice regarding a commercial license agreement for municipal property at the Dobisky Visitors' Center to Richard P. Wright. (Bill #51)
 - 3. A resolution introducing an ordinance and providing for public notice and public hearing with regard to the sale of City-owned property located at 815 Jefferson Avenue. (Bill #52)

X. Old Business

XI. New Business

XII. Items for Discussion

1. City Manager Sarah Purdy, Planning for the 2017 Fiscal Year

XIII. Citizen Participation

XIV. Executive Session

1. Discuss current litigation
2. Personnel – employment history of a particular person(s)

XV. Adjournment

RESOLVED: That the claims as enumerated in General Fund Warrant #10-2016 in the amount of \$864,678.97 and Library Warrant #10-2016 in the amount of \$48,216.82 and Capital Fund Warrant #10-2016 in the amount of \$13,127.14 and Community Development Fund Warrant #10-2016 in the amount of \$4,225.69 and Community Renewal Fund Warrant #10-2016 in the amount of \$41,733.84, as audited, be and the same hereby are ordered paid.

DATED: May 20, 2016

Business of the City Council
City of Ogdensburg

SUBJECT:
Resolution providing community support for the
submission of a DRI application.

FOR AGENDA OF: May 26, 2016
BILL #: 50
DEPT. OF ORIGIN: Dept. of Planning and Dev.
DATE SUBMITTED: May 17, 2016
EXHIBITS: resolution

APPROVED AS TO FORM BY CITY
ATTORNEY

APPROVED BY CITY MANAGER FOR SUBMITTAL

EXPENDITURE
REQUIRED: -0-

AMOUNT
BUDGETED: -0-

APPROPRIATION
REQUIRED: -0-

SUMMARY STATEMENT

A resolution authorizing the City Manager to submit an application to the North Country Regional Economic Development Council for consideration as the Regional downtown nominee for the state's Downtown Revitalization Initiative (DRI) funding.

RECOMMENDED ACTION

Approval of resolution.

MOVED BY: _____

SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR ASHLEY _____

COUNCILLOR DAVIS _____

COUNCILLOR MITCHELL _____

COUNCILLOR MORLEY _____

COUNCILLOR PRICE _____

COUNCILLOR SKAMPERLE _____

COUNCILLOR STEVENSON _____

**RESOLUTION PROVIDING COMMUNITY SUPPORT FOR THE SUBMISSION OF A
DOWNTOWN REVITALIZATION INITIATIVE (DRI) APPLICATION AND
AUTHORIZING THE CITY MANAGER TO SUBMIT SAID DRI APPLICATION**

WHEREAS, on May 2nd Governor Cuomo announced the 2016 Downtown Revitalization Initiative (DRI) intended to provide 10 communities, ripe for development, each with \$10 million “*to transform them into vibrant communities where tomorrow’s workforce will want to live, work and raise families*”; and

WHEREAS, the City of Ogdensburg desires to be considered by the North Country Regional Economic Development Council as an applicant for this DRI through the submission of an application; and

WHEREAS, the Ogdensburg City Council hereby establishes the 330-acre downtown waterfront area as the target area for DRI investment; and

WHEREAS, the Ogdensburg City Council offers its full and unified support of this DRI application and our commitment to building and implementing a strategic investment plan for our City’s downtown waterfront.

NOW, THEREFORE, BE IT RESOLVED by the Ogdensburg City Council that it hereby authorizes the City Manager to submit an application for DRI consideration to the North Country Regional Economic Development Council for the downtown waterfront area and if awarded to administer the DRI program, including executing all necessary documents relating to the project or administration of the program.

BE IT FURTHER RESOLVED that the Ogdensburg City Council, in accordance with the DRI application requirements, identify City Manager Sarah Purdy, as our *initial local lead* for the program who will work with outside experts to convene a local DRI Planning Committee to oversee the plan.

Business of the City Council
City of Ogdensburg

SUBJECT: FOR AGENDA OF: May 26, 2016
A Resolution Calling for Public BILL #: 51
Hearing and Public Notice concerning a DEPT. OF ORIGIN: Recreation Department
Commercial License Agreement of DATE SUBMITTED: May 20, 2016
Municipal Property
APPROVED AS TO FORM BY CITY CLEARANCES: _____
ATTORNEY
EXHIBITS: Resolution, Ordinance & Agreement
APPROVED BY CITY ADMIN. FOR SUBMITTAL

EXPENDITURE	AMOUNT	APPROPRIATION
REQUIRED: 0	BUDGETED: 0	REQUIRED: 0

SUMMARY STATEMENT

A resolution introducing a public hearing and public notice regarding a commercial license agreement for municipal property at the Dobisky Visitors' Center to Richard P. Wright.

RECOMMENDED ACTION

Passage of this resolution.

MOVED BY: _____ SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR ASHLEY	_____	COUNCILLOR DAVIS	_____
COUNCILLOR MITCHELL	_____	COUNCILLOR MORLEY	_____
COUNCILLOR PRICE	_____	COUNCILLOR SKAMPERLE	_____
COUNCILLOR STEVENSON	_____		

**A RESOLUTION CALLING FOR A PUBLIC NOTICE AND PUBLIC HEARING REGARDING
A COMMERCIAL LICENSE AGREEMENT REGARDING
CITY-OWNED PROPERTY IN THE CITY OF OGDENSBURG**

WHEREAS, the City of Ogdensburg requested proposals from qualified vendors to operate a seasonal food and beverage concession at the Dobisky Community Center

WHEREAS, the City has received a proposal from Richard P. Wright to operate a profitable business;
and

WHEREAS, Mr. Wright has submitted a food and soft drink menu to meet the needs of families with children, seniors, downtown office workers, boaters and fishermen; and

WHEREAS, Mr. Wright has demonstrated the experience and expertise to support this type of food service; and

WHEREAS, the City Council hereby accepts the proposal of Mr. Wright to operate a concession located in the Dobisky Visitors' Center, subject to approval of the commercial license agreement;

WHEREAS, the City Charter mandates that a License Agreement be finalized only after giving public notice in a local newspaper and conducting a public hearing;

BE IT FURTHER RESOLVED, that the City Council shall hold a public hearing on the 13th day of June, 2016 at 7:00 p.m., at the Council Chambers in the City of Ogdensburg, New York, regarding this proposed License of City-owned property; and

BE IT FURTHER RESOLVED, that the City Clerk give notice of such public hearing by publication in the newspaper so designated by the City Council of the City of Ogdensburg for legal and public notices at least seven (7) days before the hearing date of a notice setting forth the time and place and describing the proposed ordinance in summary form.

ORDINANCE # ____ OF 2016
AN ORDINANCE TO AUTHORIZE
A COMMERCIAL LICENSE AGREEMENT OF MUNICIPAL PROPERTY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OGDENSBURG, NEW YORK, AS FOLLOWS:

ITEM ONE: An ordinance to authorize a commercial license agreement of municipal property at the Dobisky Visitors Center to Richard P. Wright.

ITEM TWO: The City Manager has presented the attached proposed commercial license agreement to lease space at the Dobisky Visitors Center.

ITEM THREE: The City Manager is hereby authorized to execute the attached commercial license agreement, hereby made part of this ordinance.

ITEM FOUR: Passage of this ordinance shall be by a vote of three-fourths (3/4) of all members of the City Council.

ITEM FIVE: This ordinance shall become effective after public notice has been published at least once each week for three consecutive weeks in the official City newspaper.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (Lease) is entered into on this 1st day of July, 2016 by and between The City of Ogdensburg (Landlord) and Richard P. Wright (Tenant), 5715 County Route 10, Heuvelton. Landlord is owner of land and improvements whose primary address is: City Hall, 330 Ford Street, Ogdensburg, NY 13669. Landlord makes available for lease a portion of Building designated as Dobisky Visitors Center, 100 Riverside Avenue, Ogdensburg, NY 13669 (Leased Premises).

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

Demised Premises: The premises subject to this lease consists of approximately 389 square feet of space in the Dobisky Visitors Center, commonly referred to as the "concession area". The tenant is also entitled to the nonexclusive use of the patio dining area being approximately 1462 square feet in size. The Tenant's use of the patio dining area shall at all times be shared with other authorized users of the Dobisky Center as well as members of the general public. The Tenant may not sell alcohol at the demised premises.

Equipment to be Provided by City of Ogdensburg

To this end, the City of Ogdensburg will provide the following equipment for use in the Concession:

- 2 – 40-45 lb gas fryers
- 1 – gas counter unit griddle
- 1 – Vulcan 6 burner gas range/oven unit
- 5 – 48" x 30" equipment stands
- 4 – 48" x 30" stainless steel worktables
- 1 – 36" sandwich top refrigerated counter unit
- 2 – microwave ovens
- 1 – 35 cu ft merchandiser refrigerator (Soda's-Water) Unit
- 1 – refrigerator/freezer unit
- 1 – 3-door freezer
- 1 – pizza warmer
- 1 – nacho chip/popcorn warmer
- 1 – 11qt nacho cheese warmer only
- 1 – hotdog roller
- 1 – 3-bay stainless steel sink
- 1 – ice maker
- 1 – ice maker bin attachment
- 6 – 3' x 5' rubber floor mats
- 1 – pre-rinse unit
- 2 – cage shelf unit

Term: The initial term of this lease shall begin on the date lease is signed and end on the 30th day of September, 2016, unless otherwise extended by written agreement. Landlord shall use its best efforts to put Tenant in possession of the Leased Premises on the beginning of the Lease Term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. This lease shall also automatically terminate, in the event that the tenant has ceased daily business operations for a continuous period in excess of 21 days.

Rent: Tenant shall pay to Landlord monthly payments of \$450 per month due on the first day of each and every month, effective the date this lease becomes effective. First month's rent will be due at time of signing of lease. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Rent shall be payable to the Landlord at the following location:

City of Ogdensburg, City Hall, Comptroller's Office, 330 Ford Street, Ogdensburg, NY 13669

The rental for any renewal lease term shall be negotiated at the end of this term, wherein the Tenant shall provide to the Landlord a copy of their financial records showing expenses and revenues. Upon mutual agreement, the parties may extend the lease at a negotiated rental rate, and at such time, the Tenant will receive an option to renew the lease annually for five years. Such option must be exercised annually in writing by January 1 of the renewal year.

Prohibited Uses: Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device, or for any other use which is illegal, in contravention of the Code of City of Ogdensburg, violates any statute, regulation or ordinance or is contrary to the best interests of the City of Ogdensburg as determined at the sole discretion of the City of Ogdensburg. Alcohol sales are also prohibited.

Sublease and Assignment: Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlords, prior written consent.

Alterations and Improvements: Tenant, at Tenant's expense, shall have the right, only upon obtaining Landlord's prior written consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises. All additions, improvements, remodeling and replacements shall be made in a good and workmanlike manner and utilizing good quality materials equivalent to that currently existing on the premises. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises, only upon the prior written consent of the Landlord. All personal property, equipment, machinery, trade fixtures and temporary installations owned by Tenant shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove tenants property at any time during the term of this Lease provided that Tenant shall repair and restore to its original condition, at Tenant's expense, all damage to the Leased Premises caused by such removal.

Maintenance: Tenant shall maintain the Leased Premises in an orderly, clean and sanitary condition at all times or as otherwise specifically directed by the Landlord. The Tenant shall surrender the premises at the termination of the Lease in the same condition as existed on the date that Tenant took possession, minus normal and reasonable wear and tear.

Insurance/Indemnification: If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amount as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant and Landlord shall, each at its own expense, maintain policy or policies of comprehensive general liability insurance with respect to the particular activities of each in the Building with the premiums thereon fully paid on or before due date.

Tenants' insurance policy shall be issued by and binding upon an insurance company approved by Landlord, and shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Tenant's insurance shall be deemed primary and shall name the Landlord as the additional loss insured. Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Additionally, Tenant must provide evidence of Workers compensation and Disability insurance covering all employees of this establishment.

Tenant agrees to indemnify and hold harmless the Landlord from and against any and all liability, of any kind or nature, including damages to persons or property, including death, arising from or related to the Tenant's use of the demised premises or any other permitted by this lease or subsequently by the Landlord.

Utilities: Electricity, water, sewer and gas will be separately metered and the responsibility of the Tenant. Tenant shall be responsible for trash and cooking grease removal (including arranging and paying for) from the premises, daily maintenance of the concession area and removal of debris/litter generated by the concession in the vicinity.

Tenant shall pay all such utility charges prior to the due date. Tenant acknowledges that the Leased Premises are designated to provide concession facilities and related equipment/devices and standard lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, over load the wiring or interfere with electrical services to other tenants.

Signs: Following Landlord's prior written consent, the Tenant shall have the right to place sandwich boards on the Leased Premises, at locations selected by Tenant; however, no permanent signs are permitted to be posted on the Visitors Center structure. Landlord may refuse consent to any proposed signage that is in Landlord's sole opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs.

Entry: Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

Parking: During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways and footways subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.

Building Rules: Tenant will comply with the rules of the Building adopted and as amended by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes. Any violation of the building rules by the Tenant shall be considered a material default of the terms of this lease.

Damage and Destruction: If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage.

In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord, In making the repairs called for in this paragraph, Landlord shall not be liable for any damages, liabilities or costs of any kind, direct or consequential, due to delays resulting from strikes , governmental

restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord.

Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy or use in whole or in part for Tenant's purposes. Rentals and other charges, paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

Default: In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have fifteen (15) days after receipt of written notice thereof to fully cure such default. In the event of a default made by Tenant, in any of the other covenants or conditions to be kept observed and performed by Tenant, Tenant shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may declare the term of this Lease ended and unilaterally terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises and evict Tenant by summary proceedings. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Michael Charlton is personally responsible for the performance of this lease.

Quiet Possession: Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

Condemnation: If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

Subordination: Tenant accepts this Lease subject and subordinate to any mortgage, deed or trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but tenant agrees that any such mortgage shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building. Tenant hereby irrevocably appoints Landlord as its power of attorney for the sole purpose of taking any and all action necessary to effectuate such subordination.

Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

Security Deposit: Landlord requires a Security Deposit in the amount of one month's rent that will be returned to the tenant at the completion of this lease as long as tenant properly maintains the demised premises and maintains insurance coverage in conformity with this lease to the satisfaction of the Landlord.

Notice: Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

Landlord: City Manager, City Hall, 330 Ford Street, Ogdensburg, NY 13669

Tenant: Richard P. Wright, 5715 County Route 10, Heuvelton, NY 13654

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

Brokers: Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

Waiver: No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waive shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

Memorandum of Lease: The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

Headings: The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

Successors: The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

Consent: Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

Compliance with Law: Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

Final Agreement: This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord

Tenant

Business of the City Council
City of Ogdensburg

SUBJECT: Resolution providing for public notice and public hearing	FOR AGENDA OF: <u>May 26, 2016</u>
	BILL #: <u>52</u>
	DEPT. OF ORIGIN: <u>City Manager</u>
	DATE SUBMITTED: <u>May 19, 2016</u>
APPROVED AS TO FORM BY CITY ATTORNEY	EXHIBITS: <u>Resolution, Ordinance</u>

EXPENDITURE REQUIRED: -0-	AMOUNT BUDGETED: -0-	APPROPRIATION REQUIRED: -0-
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APPROVED BY CITY MANAGER FOR SUBMITTAL

SUMMARY STATEMENT

A resolution introducing an ordinance and providing for public notice and public hearing with regard to the sale of City-owned property located at 815 Jefferson Avenue.

RECOMMENDED ACTION

Approval of resolution.

MOVED BY: _____

SECONDED BY: _____

VOTE ON ROLL CALL:

MAYOR ASHLEY _____

COUNCILLOR DAVIS _____

COUNCILLOR MITCHELL _____

COUNCILLOR MORLEY _____

COUNCILLOR PRICE _____

COUNCILLOR SKAMPERLE _____

COUNCILLOR STEVENSON _____

RESOLUTION OF CITY COUNCIL INTRODUCING AN ORDINANCE
AND PROVIDING FOR PUBLIC NOTICE
AND PUBLIC HEARING

BE IT RESOLVED, that Ordinance No. entitled "An Ordinance to Offer for Sale at Public Auction City-Owned Property " be and it hereby is introduced before the City Council of the City of Ogdensburg, New York, and

BE IT FURTHER RESOLVED, that the City Council shall hold a public hearing in the matter of the adoption of the aforesaid ordinance to be held at the Council Chambers in the City of Ogdensburg, New York, on the 13th day of June, 2016, at 7:00 p.m., and

BE IT FURTHER RESOLVED that the City Clerk give notice of such public hearing by publication in the official newspaper at least seven (7) days before the hearing date of a notice setting forth the time and place and describing the proposed ordinance in summary form.

ORDINANCE #_ of 2016
AN ORDINANCE TO OFFER FOR SALE AT PUBLIC AUCTION
CITY-OWNED PROPERTY

BE IT ORDAINED AND ENACTED by the City Council of the City of Ogdensburg, New York, as follows:

SECTION ONE:

The following property shall be offered for sale at public auction by the City of Ogdensburg:

<u>TAX MAP #</u>	<u>LOCATION</u>	<u>MINIMUM PURCHASE PRICE</u>	<u>RESTRICTION(S)</u>
59.030-9-7	815 Jefferson Ave	\$4,250 (includes estimated \$400. Attorney & \$350. SLC recording fee)	None

SECTION TWO: The City does not guarantee clear property title in the transfer of properties by auction and conveyance will be made by Quit Claim Deed. The City Council reserves the right to reject any or all bids or to withdraw any parcel from sale.

SECTION THREE: This ordinance shall become effective after public notice has been published at least once each week for three weeks in the official City newspaper.

TIN # 59.030-9-17

815 Jefferson Ave

Madill School

