

## **ORDINANCE NO. 10-91 AC CMS**

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LORAIN COUNTY BOARD OF COMMISSIONERS (D.B.A. LORAIN COUNTY TRANSIT) TO PROVIDE FOR TRANSIT-RELATED SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, the Lorain County budget suffered revenue losses that resulted in the elimination of transit services for the citizens of Oberlin and many others in Lorain County earlier in 2010; and

WHEREAS, the City of Oberlin in collaboration with Oberlin Community Services, Lorain Metropolitan Housing Authority and others after evaluating options, including alternative providers for local transit service, concluded that contracting with Lorain County Transit (LCT) for the pilot "Oberlin Connector" transit service was the most cost effective way to meet the needs of Oberlin residents; and

WHEREAS, the "Oberlin Connector" service has been very successful (increasing ridership from 112 trips during July to 184 trips in November) and a study earlier in 2010 found that the "Oberlin Connector" is critically important in helping residents with limited mobility maintain their independence; and

WHEREAS, numerous community private and non-profit partners have seen the value in providing the "Oberlin Connector" service and have pledged more than \$20,000 to support the operating cost for 2011.

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 proposed Memorandum of Understanding between the City of Oberlin and the Lorain County Board of Commissioners (d.b.a. Lorain County Transit ("LCT")) to provide for transit-related services, a copy being attached hereto as Exhibit A and incorporated herein by reference, is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

SECTION 2. 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 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 enter into an agreement to continue local public transit service,  
without interruption, in 2011”

and shall take effect immediately upon passage.

PASSED: 1<sup>st</sup> Reading – December 20, 2010 (S,E)  
2<sup>nd</sup> Reading –  
3<sup>rd</sup> Reading –

ATTEST:



BELINDA B. ANDERSON, CMC  
CLERK OF COUNCIL



KENNETH SLOANE  
PRESIDENT OF COUNCIL

POSTED: 12/21/2010

EFFECTIVE DATE: 12/20/2010

**MEMORANDUM OF UNDERSTANDING**

This memorandum of understanding (MOU) is an agreement entered into by the City of Oberlin (hereinafter known as "Oberlin") located at 85 S. Main St., Oberlin, OH 44074 and the Lorain County Board of Commissioners (d.b.a. Lorain County Transit (hereinafter known as "LCT") located at 226 Middle Avenue, Elyria, Oh 44035 to provide for transit-related services.

This LCT and Oberlin agree that:

- The overall objective of this MOU is to commit resources available through LCT to meet the needs identified by Oberlin in providing local transit services.
- This MOU and the FTA Master Agreement represent the whole and entire agreement as executed. The FTA Master Agreement can be viewed online at: <http://ftateamweb.fta.dot.gov/static/Agreements/2010-16-MASTER.pdf>
- The project number will be known as – 2011 - Oberlin.
- Oberlin will provide Lorain County with local funds in an amount of \$40 per hour (less farebox collected) to be used by LCT as match to an equal amount of grant funds in order to support the service; no County General Fund dollars will be used for this service.
- Oberlin agrees to pay for 6 hours of service a day plus 1 hour travel time a day (or 7 hours a day), 2 days per week.
- LCT will invoice Oberlin on a monthly basis for the required local match.
- This MOU shall commence on Monday, January 3, 2011 and end on Thursday, December 29, 2011. No service will be provided on major federal holidays (see Holiday Service Schedule). In weeks when a federal holiday falls on a Monday, service will operate on Tuesday on the same schedule. In weeks when a federal holiday falls on a Thursday, service will operate on Wednesday on the same schedule.

**Holiday Service Schedule**

Holiday	Date Service Provided
May 30 – Memorial Day	May 31
July 4 – Independence Day	July 5
September 5 – Labor Day	September 6
November 24 – Thanksgiving Day	November 23


- A transit trip is defined as a one-way pick-up and drop off of a passenger. Hours of operation will be Mondays and Thursdays commencing at 9:00 a.m. and ending at 3:00 p.m.
- Oberlin passengers will be served for "Connector" trips that begin or end within the Oberlin vicinity. Fare-paying passengers from Elyria or Lorain travelling to Oberlin may be accepted by LCT on return trips after Oberlin passengers have reached their morning destinations and may be accommodated for the return trip to pick up Oberlin passengers in the afternoon as long as there are no adverse impacts on Oberlin passengers.
- All scheduling and dispatching of trips is the responsibility of LCT. Passengers may schedule trips by calling the LCT/First Transit scheduling office.

- Oberlin residents will pay LCT a one-way fare of: \$2.35 (Adults), \$1.15 (Senior Citizens (65 plus), Persons with Disabilities and Children Ages 3 thru 12) or \$5.00 (All Day Pass--purchased on the bus).
- Oberlin residents of LMHA facilities or those declared as low-income will pay LCT a one-way fare of \$1.15 with an ID card provided by Oberlin. Oberlin residents must provide the LCT driver with the ID card in order to pay the reduced fare. If the ID card is not provided upon entering the bus the Adult fare of \$2.35 will be charged.
- The low-income fare of \$1.15 will only be in effect during the term of this agreement. The low-income fare and ID card will no longer be accepted by LCT after the term of this MOU.
- Oberlin agrees to comply with the applicable portions of the FTA Master Agreement.
- Either party may, with thirty day written notice to the other party, terminate this MOU.
- To facilitate service analysis and to provide data required by donors, LCT will provide monthly ridership data that includes, at a minimum, total trips and revenue collected, information about destinations, use of low-income fare card, and use of lift. Other data will be collected as requested unless it is not feasible to do so.

Resolution Number 10-~~831~~ dated Dec. 15, 2010 was approved by the Board of Commissioners authorizing the agreement between LCT and Oberlin for the purchase and preparation of a MOU.

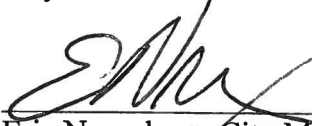
IN WITNESS WHEREOF, the parties hereby execute this Agreement by their signatures.

Lorain County Commissioners

  
 Betty Blair, President

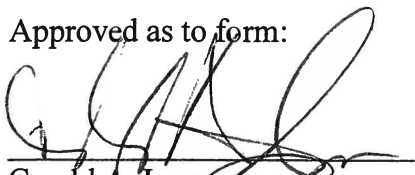
12/15/10  
 Date

City of Oberlin

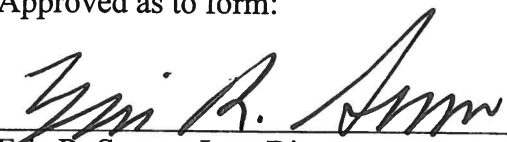
  
 Eric Norenberg, City Manager

12/21/10  
 Date

Approved as to form:

  
 Gerald A. Innes  
 Assistant Prosecuting Attorney

Approved as to form:

  
 Eric R. Severs, Law Director