

City of Oberlin, Ohio

ORDINANCE No. 12-83 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LORAIN COUNTY PORT AUTHORITY TO ENABLE USE OF MOVING OHIO FORWARD DEMOLITION GRANT FUNDS FOR DEMOLITION OF VACANT, ABANDONED, NUISANCE, AND CONDEMNED RESIDENTIAL PROPERTIES WITHIN OBERLIN AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Ohio Revised Code (ORC) Section 5722.02 and 1724.04, the Lorain Board of County Commissioners, Lorain County, Ohio (BOCC) has created the Lorain County Land Reutilization Corporation (LCLRC) in order to facilitate the effective reutilization of non-productive land within Lorain County's (County) boundaries, and which has been incorporated as an entity within the State of Ohio; and

WHEREAS, the LCLRC Board and BOCC have mutually entered into an Agreement and Plan whereby the LCLRC has been designated as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax foreclosed, and other real property in the County; and

WHEREAS, pursuant to ORC 1724.02(O), the LCLRC may enter into agreements to carry out the functions and duties of the office; and

WHEREAS, pursuant to the Code of Regulations of the LCLRC, the LCLRC Board may enter into an agreement with a "management company" to conduct the day-to-day business and affairs of the LCLRC, and the management and control of its properties; and

WHEREAS, the LCLRC Board and the Lorain County Port Authority (LCPA) have entered into a service agreement to act as a management entity to conduct the day-to-day business and affairs of LCLRC, and the management and control of its properties; and

WHEREAS, the LCPA is the responsible agency for the administration of the Attorney General of Ohio's award of funds under the Moving Ohio Forward Demolition Grant Program to Lorain County which funds are to be expended directly to demolish vacant, abandoned and blighted residential properties throughout the County; and

WHEREAS, the City of Oberlin, Ohio (City) is interested in receiving the assistance of the LCLRC to demolish vacant, abandoned and blighted residential properties in the City;

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 Port Authority to assist the City in demolishing vacant, abandoned, nuisance and condemned residential properties utilizing funds awarded to Lorain

County under the Moving Ohio Forward Demolition Grant Program, 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 proceed with demolition of vacant, abandoned and blighted residential properties using funds from the Moving Ohio Forward Demolition Grant Program, in an expeditious manner”

and shall take effect immediately upon passage.

PASSED: 1st Reading – December 17, 2012 (E)
2nd Reading –
3rd Reading –

ATTEST:



BELINDA B. ANDERSON, CMC
CLERK OF COUNCIL



RONNIE J. RIMBERT
PRESIDENT OF COUNCIL

POSTED: 12/18/2012

EFFECTIVE DATE: 12/17/2012

**AGREEMENT
BETWEEN THE LORAIN COUNTY PORT AUTHORITY
AND THE CITY OF OBERLIN, OHIO
CONCERNING THE DEMOLITION OF VACANT, ABANDONED,
NUISANCE AND CONDEMNED RESIDENTIAL PROPERTIES
AND ACCEPTANCE OF PROPERTIES INTO
THE COUNTY LAND BANK**

This Agreement is made and entered into on this 21st day of December, 2012, by and between the Lorain County Port Authority and the City of Oberlin, Ohio.

WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code (ORC) Section 5722.02 and 1724.04, the Lorain Board of County Commissioners, Lorain County, Ohio (BOCC) has created the Lorain County Land Reutilization Corporation (LCLRC) in order to facilitate the effective reutilization of non-productive land within Lorain County's (County) boundaries, and which has been incorporated as an entity within the State of Ohio; and

WHEREAS, the LCLRC Board and BOCC have mutually entered into an Agreement and Plan whereby the LCLRC has been designated as the agency for the reclamation, rehabilitation, and reutilization of vacant, abandoned, tax foreclosed, and other real property in the County; and

WHEREAS, pursuant to ORC 1724.02(O), the LCLRC may enter into agreements to carry out the functions and duties of the office; and

WHEREAS, pursuant to the Code of Regulations of the LCLRC, the LCLRC Board may enter into an agreement with a "management company" to conduct the day-to-day business and affairs of the LCLRC, and the management and control of its properties; and

WHEREAS, the LCLRC Board and the Lorain County Port Authority (LCPA) have entered into a service agreement to act as a management entity to conduct the day-to-day business and affairs of LCLRC, and the management and control of its properties; and

WHEREAS, the LCPA is the responsible agency for the administration of the Attorney General of Ohio's award of funds under the Moving Ohio Forward Demolition Grant Program to Lorain County which funds are to be expended directly to demolish vacant, abandoned and blighted residential properties throughout the County; and

WHEREAS, the City of Oberlin, Ohio (City) is interested in receiving the assistance of the LCLRC to demolish vacant, abandoned and blighted residential properties in the City;

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements herein contained, the parties mutually agree as follows:

SECTION I. SCOPE OF SERVICES

The City has and will identify specific properties that are vacant, abandoned and blighted residential properties, and that have been inspected by a State-certified building inspector who has found these properties to be not secured, unsafe or structurally defective under Section 108, 109 and 110 of the International Property Maintenance Code (IPMC), as adopted by the City, and warranting immediate abatement including demolition.

The LCPA, under this Agreement, will expend Moving Ohio Forward funds and conduct demolitions under that program when mutually agreed on residential structures have been condemned under Section 108 of the IPMC or determined a nuisance under ORC Section 715.26 and 715.261 or by order of the Lorain County Health Department.

The City through this Agreement acknowledges that expending Moving Ohio Forward demolition grant funds for the purpose of demolishing qualified residential properties will result in the LCPA recovering its costs for the removal of structures, and that these costs can be certified as a lien on property to the County Auditor and County Treasurer.

SECTION II. TERM

The Services to be performed by the LCPA shall commence on 12/21/2013, and shall be completed before December 31, 2013. The Agreement may be extended upon mutual consent of the parties.

SECTION III. TERMINATION

The both parties have the right to terminate this Agreement for any reason by giving written notice at least sixty (60) days before the effective date of such termination.

SECTION IV. SEVERABILITY

In the event that any provision of this Agreement is declared or determined to be unlawful, invalid or unconstitutional, such declaration shall not affect, in any manner, the remaining provisions of this Agreement, and each provision of this Agreement shall be and is deemed to be separate and severable from each other provision.

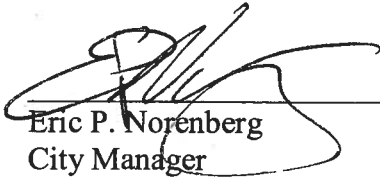
SECTION V. OHIO LAW

This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio.


SECTION VI. INDEMNIFICATION

LCPA, its agents and employees, to the extent permitted by law, agrees to indemnify and hold the City harmless from any claim, cause of action, or damages that may arise out of the actions or inactions of LCPA, its agents and employees, while performing duties pursuant to this agreement.

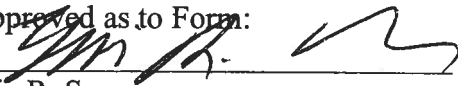
IN WITNESS WHEREOF, the City and the LCPA have executed this Agreement as of the date first written above.



Eric P. Norenberg
City Manager
City of Oberlin, Ohio



Mr. James R. Cordes
Chairman
Lorain County Port Authority

Approved as to Form:


Eric R. Severs
Law Director
City of Oberlin, Ohio

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://www.fta.dot.gov/documents/18-Master.pdf>
- The project number will be known as – 2013 - 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 Thursday, January 3, 2013 and end on Monday, December 30, 2013. No service will be provided on major federal holidays (see Holiday Service Schedule). Service will be provided on Veterans Day. 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. The holiday schedule is subject to change, but no changes will be made with less than 45 days notice to Oberlin.

Holiday Service Schedule

Holiday	Date Service Provided
January 21 – Martin Luther King Day	January 22 (Tuesday)
February 18 – President’s Day	February 19 (Tuesday)
May 27 – Memorial Day	May 28 (Tuesday)
July 4 – Independence Day	July 3 (Wednesday)
September 2 – Labor Day	September 3 (Tuesday)
October 14 – Columbus Day	October 15 (Tuesday)
November 28 – Thanksgiving Day	November 27 (Wednesday)

- 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 with "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.

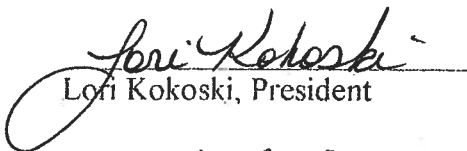
- All scheduling and dispatching of trips is the responsibility of LCT. Passengers may schedule trips by calling the LCT/First Transit scheduling office.
- Oberlin residents will pay LCT a one-way fare based on LCT's current fare structure.
- Oberlin residents of LMHA facilities or those declared as low-income will pay LCT a one-way fare that is one half of LCT's current Adult fare 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 current Adult fare will be charged.
- The low-income fare 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.
- In the event that either LCT or Oberlin secures advertising for the exterior of the Oberlin Connector bus, Oberlin and LCT agree to a 50/50 split on exterior bus advertising revenues relating to the Oberlin Connector bus only. Both parties agree that the advertisement will be produced to LCT specifications and dimensions and LCT agrees to place the advertisement in the frame on the bus for each day of service.

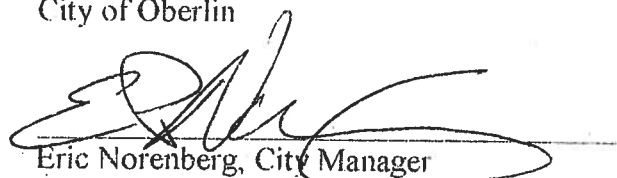
Resolution Number 12-789, dated December 12, 2012 was approved by the Board of Commissioners authorizing the agreement between LCT and Oberlin for the purchase and preparation of a MOU.

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

Lorain County Commissioners

City of Oberlin


Lori Kokoski, President

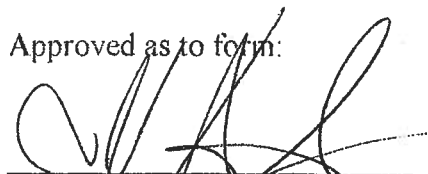

Eric Norenberg, City Manager

12-19-12
Date

12/21/12
Date

Approved as to form:

Approved as to form:


Gerald A. Innes
Assistant Prosecuting Attorney


Eric R. Severs, Law Director

