

**CITY OF LORAIN
BOARD OF CONTROL
AGENDA
MARCH 13, 2026 at 2:30 p.m.**

1. **ROLL CALL**

2. **MATTERS FOR DISCUSSION**

a.

A request from the Lorain Utilities Admin Dept. for purchase orders not to exceed \$1,000,000 with Terminal Ready mix for street patching and repairs Agreement 25-092. Funding GL Accounts 6020.P602.6190.6700.2500 Water Works – Distribution – Street Improvements, 6130.P613.6460.6700.2500 Water Pollution Control – Maintenance of System - Street Improvements and 4030.C403.6700.2500 General Sewer – Street Improvements. Ord. 153-25

b.

A request from the Lorain Utilities Department for a purchase order with Aquatic Informatics in the amount of \$9,407.51 for the annual subscription of the WIMS data and software. Funding GL Accounts 6020.P602.4000.6300.1500 and 6130.P613.4000.6300.1500 General Administration - Contractual Services.

c.

A request from the Department of Public Property, Paint & Sign Division to purchase traffic marking paint for the 2026 season from Sherwin Williams for an amount not to exceed \$23,408.00. Sherwin Williams pricing is lower than Ohio DAS contract 888-26 pricing for 55 gallon drums. Funding will be through account 2010.R201.3150.6300.1500.

d.

A request from the Department of Public property, Paint&Sign Division, to purchase 5 gallon pails of traffic paint from MD Solutions for an amount not to exceed\$5,421.15. MD holds the State of Ohio contract 888-26 for 5 gallon pails of traffic paint. Funding will be through 2010.R201.3150.6300.1500.

e.

A request from the Department of Public Property, Parks Division, for Oakwood Pool operations management by Hastings Water Works in the total amount of \$301,054.00 as approved by Lorain City Council on 3/2/26, Ordinance 30-26, and broken down as follows; 2026: \$97,738.00, 2027: \$100,331.00, 2028: \$102,985.00. Funding will be through account 1010.B200.4150.6300.1500.

- f. A request from the Department of Public Property, Garage Division, for one 10' subframe assembly and mounting equipment for Street #27 from Henderson Products, Inc. for an amount not to exceed \$6,280.90. Henderson outfitted the vehicle originally and is thus the sole source vendor. Funding will be through Garage account 7010.I701.6400.3500.

- g. A request from the Department of Public Property, Parks Division, to purchase tree planting materials and labor from The Greenleaf Group for an amount not to exceed \$100,000.00. Funding will be through account 2780.R278.6300.1500. Monies will be reimbursed upon completion of project as outlined in Ordinance 29-25, approved by Lorain City Council on 3/17/25.

- h. A request from the Department of Public Property, Parks Division, to purchase one TLM Pro X Razor field & line marking robot plus software and accessories from Tiny Mobile Robots US, LLC for an amount not to exceed \$42,422.00. Tiny Mobile Robots holds the contract for this item through the Ohio Schools Council purchasing program, of which we are a member. Funding will be through account 1010.V100.3110.6700.1801. This was approved by Lorain City Council on 3/2/26, Ordinance 33-26.

- i. A request from the Department of Public Property, Garage division, to purchase parts to repair Street #28 from Hill International for an amount not to exceed \$6,571.49. Funding will be through account 7010.I701.6400.3500.

- j. The Department of Public Property, Streets Division, wishes to purchase one Kubota tractor with attachments from KTS Equipment, Inc. for a total amount not to exceed \$35,215.00. This was approved by Lorain City Council on 3/2/26, Ordinance 33-26. KTS holds Sourcewell contract pricing. Funding will be through account 1010.V100.3110.6700.1801.

3. **ADJOURNMENT**



CITY OF LORAIN

Board of Control

2. a.

Meeting Date: 03/13/2026

Subject:

A request from the Lorain Utilities Admin Dept. for purchase orders not to exceed \$1,000,000 with Terminal Ready mix for street patching and repairs Agreement 25-092. Funding GL Accounts 6020.P602.6190.6700.2500 Water Works – Distribution – Street Improvements, 6130.P613.6460.6700.2500 Water Pollution Control – Maintenance of System - Street Improvements and 4030.C403.6700.2500 General Sewer – Street Improvements. Ord. 153-25

Attachments

Request Form

Ord. 153-25

A-25-092 cover page

ORDINANCE NO. 153-25

**ORDINANCE AUTHORIZING THE SAFETY/SERVICE
DIRECTOR TO ADVERTISE & ENTER INTO A CONTRACT
FOR A ONE-YEAR PERIOD WITH TWO OPTIONAL ONE-YEAR
EXTENSIONS FOR STREET PATCHING WITHIN THE CITY OF
LORAIN, STATE OF OHIO.**

WHEREAS, the current contract is set to expire on December 31, 2025; and

WHEREAS, the City of Lorain Utilities Department makes numerous and various planned and unplanned repairs to water, sewer, and storm sewer lines throughout the City; and

WHEREAS, roadways, driveways, and sidewalks become damaged during infrastructure repairs and must be repaired to meet Engineering Standards for the health and safety of vehicular and pedestrian traffic; and

WHEREAS, it is necessary to enter into a contract prior to January 1, 2026.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN,
STATE OF OHIO:**

SECTION I. That the Safety/Service Director is hereby authorized to advertise for bids and enter into a contract for a one (1) year period with two (2) optional one (1) year extensions for the furnishing of labor and materials for the patching of streets and sidewalks within the City of Lorain after sanitary, storm, and water repair work has been completed.

SECTION II. That the cost of the labor and material for the repairs completed shall be taken from the following Accounts:

Water Works (Water Distribution) 6020.P602.6190.6700.2500 – Not to Exceed \$500,000

Water Pollution Control (Sanitary Sewer) 6130.P613.6460.6700.2500 – Not to Exceed \$250,000

General Sewer (Storm) 4030.C403.6700.2500 – Not to Exceed \$250,000

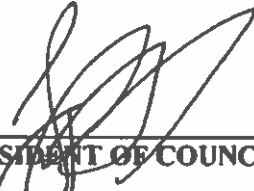
The total amount of the contract shall not exceed \$1,000,000 per year.

SECTION V. That it is found and determined that all formal actions of this Council concerning and relating to the passage 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 actions were in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


PASSED: October 20, 2025

ATTEST: Breanna Dill CLERK

APPROVED: October 20, 2025



PRESIDENT OF COUNCIL



MAYOR

Contractor/Auditor

AGREEMENT

with
CITY OF LORAIN, OHIO

And

TERMINAL READY MIX, INC.

For

Extension for Street Patching & Repairs A-25-092 (year) (#)
--

Department

UTILITIES

Fund/Account 6020.P602.6190.6700.2500/6130.P613.6460.6700.2500

4030.C403.6700.2500

Bid

Yes ___ No ___

This AGREEMENT is in effect from

START DATE _____ END DATE Fy 2026

Board of Control: 10/29/2025. + optional exten

-2027

-2028



CITY OF LORAIN

Board of Control

2. b.

Meeting Date: 03/13/2026

Subject:

A request from the Lorain Utilities Department for a purchase order with Aquatic Informatics in the amount of \$9,407.51 for the annual subscription of the WIMS data and software. Funding GL Accounts 6020.P602.4000.6300.1500 and 6130.P613.4000.6300.1500 General Administration - Contractual Services.

Attachments

BOC - Utilities - WIMS Data Annual Subscription - Aquatics Informatics

Quote - Utilities - WIMS Data Annual Subscription - Aquatic Informatics



**BOARD OF CONTROL
REQUEST FORM**

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in the 7th floor conference room.
(Meeting day and time is subject to change with advanced notice)

All requests must be received by no later than 2:00 p.m. on the Mondays prior to the meeting, or by 2:00 p.m. two days prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: 02/09/26
- 2. Name of Department Submitting Request: Lorain Utilities Department
- 3. Summary of Report: A request from the Lorain Utilities Department for a purchase order with Aquatic Informatics in the amount of \$9,407.51 for the annual subscription of the WIMS data and software. Funding GL Accounts 6020.P602.4000.6300.1500 and 6130.P613.4000.6300.1500 General Administration - Contractual Services.
- 4. Name of Vendor: Aquatic Informatics
- 5. Amount: \$9,407.51
- 6. Number of account to be used for funding: 6020.P602.4000.6300.1500 and 6130.P613.4000.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - **Yes** / No

State Purchasing Vendor - Yes / **No**

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes
- 9. Is the amount requested due to a change order? Yes / **No**
- 10. If necessary, has City Council approved and when? _____



Quote 00024964

Details: Created On: 06 Feb 2026
Expires On: 23 Apr 2026

Prepared For: Joseph Carbonaro
(440) 204-2227
joseph_carbonaro@cityoflorain.org

City of Lorain, Ohio
1106 West 1st Street
Lorain, Ohio 44052
United States

Submitted By: Cassandra Fortner
+1 6063082528
cassandra.fortner@aquaticinformatics.com

Contact Us

For **technical software assistance**, please contact **Customer Support** by phone at 877-546-5699, extension 1 or through the [Aquatic Support Portal](#).

Support operating hours are 8:00 am – 8:00 pm (Mon – Fri) Eastern Time excluding Provincial, Canadian, State and US statutory holidays and 9:00 am – 5:00 pm (Mon – Fri); Australian Eastern Standard Time excluding Tasmanian and Australian statutory holidays via Hobart, Australia office.

For questions regarding this **quote, your annual renewal, or general account inquiries**, please contact your **Customer Success Manager**, Cassandra Fortner, at cassandra.fortner@aquaticinformatics.com and +1 6063082528.



Quote Summary

Subscription Term: April 23, 2026 to April 22, 2027

Product	Sales Price	Term	Qty	Total Price
DMWIMS-SPT-MU WIMS Base SPT MU, 1USER, 1FACIL <i>Annual Software Support and Maintenance for WIMS Classic. Support for multi-user license and cost is based on the core user and facility using the system.</i>	\$1,574.40	12mos	1.0	\$1,574.40
DMWIMS-SPTFACBA WIMS Basic Support, MU addl facility <i>Annual Software Support and Maintenance for WIMS Classic. Support for multi-user license and cost is based on number of additional facilities using the system.</i>	\$496.39	12mos	3.0	\$1,489.17
DMWIMS-SPTUSBAS WIMS Basic Support, MU addl user <i>Annual Software Support and Maintenance for WIMS Classic. Support for multi-user license and cost is based on number of additional users using the system.</i>	\$373.54	12mos	9.0	\$3,361.86
DMWIMS-SPTDBSQL Basic Support, SQL Server support <i>Annual Software Support and Maintenance for MS SQL Server. Support for WIMS operations on the full version MS SQL Server to replace MS SQL Express edition.</i>	\$1,905.32	12mos	1.0	\$1,905.32
DMWIMS-SPTINT WIMS Basic Support, Interfaces <i>Annual Software Support and Maintenance for WIMS Interfaces. Cost is based on the number of WIMS Interfaces to external systems.</i>	\$1,076.76	12mos	1.0	\$1,076.76
AA-WIMS Aquatic Academy User Subscription - WIMS Classic <i>Annual user subscription to the Aquatic Academy, a state-of-the-art learning management system for superior customer education and training. Provides access to online courses for WIMS software and is available 24x7x365. Users will learn at their own pace on their own schedule and complete quizzes and earn a final certification to ensure comprehension. All courses are available to take as many times as desired. The Aquatic Academy is an ideal solution for new users, refresher training for power users and everything in between.</i>	\$0.00	12mos	20.0	\$0.00



Summary of Products & Services

Software Licenses (One-Time License Fees): \$0.00 USD
Professional Services (One-Time Service Fees): \$0.00 USD
Recurring Annual Fees (SaaS & SMA): \$9,407.51 USD

GRAND TOTAL: \$9,407.51 USD

All prices are quoted exclusive of taxes.



Order Details

To proceed with a purchase, please sign this quote (preferably via DocuSign) and provide us with a Purchase Order (PO) so we can process your order and provide you with payment instructions. Please email your Purchase Order to cassandra.fortner@aquaticinformatics.com and please reference quote **00024964**.

Cassandra Fortner
+1 6063082528
cassandra.fortner@aquaticinformatics.com

Aquatic Informatics Inc.
5600 Lindbergh Dr
Loveland, CO 80538
FEIN: 47-2917533

Terms and Conditions

By signing this quote, you are agreeing to the Aquatic Informatics' Terms and Conditions (located at <https://aquaticinformatics.com/terms-conditions/>) and online Service Offering and Service Level Agreement (see links below). This agreement is made between the customer named above ("Subscriber") and Aquatic Informatics Inc., having an address at 5600 Lindbergh Dr, Loveland, CO 80538 ("Provider"), and sets forth the terms and conditions on which Aquatic Informatics will supply Products and Services to the customer.

All Aquatic Informatics Software (exceptions noted below):

- [SaaS: Services Offering and Service Level Agreement](https://aquaticinformatics.com/saas-service-offering/)
- [On-Premise: Software License Agreement](https://aquaticinformatics.com/on-premise-software/)

Exceptions:

- [WIMS Online: WIMS Online Services Offering and Service Level Agreement](https://aquaticinformatics.com/wims-online-saas/)
- [WIMS On-Premise: WIMS On-Premise Software License Agreement](https://aquaticinformatics.com/wims-on-premise/)



Electronic Acceptance

Expiration Date: Must be signed by 23 Apr 2026

Subscriber: City of Lorain, Ohio

Subscriber Signature:

Per:

Name: Joseph Carbonaro

Title:

Date:

Subscriber Details:

Phone: (440) 204-2227

Email: joseph_carbonaro@cityoflorain.org

Company: City of Lorain, Ohio
1106 West 1st Street
Lorain, Ohio 44052
United States

Provider: Aquatic Informatics

Provider Signature:

Per:

Name:

Title:

Date:



CITY OF LORAIN

Board of Control

2. c.

Meeting Date: 03/13/2026

Subject:

A request from the Department of Public Property, Paint & Sign Division to purchase traffic marking paint for the 2026 season from Sherwin Williams for an amount not to exceed \$23,408.00. Sherwin Williams pricing is lower than Ohio DAS contract 888-26 pricing for 55 gallon drums. Funding will be through account 2010.R201.3150.6300.1500.

Attachments

quote
BOC form



SHERWIN-WILLIAMS.

Pavement Markings Business Unit Price Quotation

101 W. Prospect Ave, 1500M | Cleveland, OH 44115 | Phone: 800-597-2929 |
Email: hwyinsidesales@sherwin.com

Quote Number	00003184	Quote Date	2/13/2026
Created By	Joanna Carr	Quote Start Date	2/13/2026
Quote Type	Everyday Price Quote	Expiration Date	5/31/2026
Status	Draft	Created Date	2/16/2026

Account

Account Name	LORAIN CITY OF Lorain	Billing Address	200 WEST ERIE AVE LORAIN, Ohio 44052 United States
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Product Number	Product Description	Packaging	Product UOM	Quantity	Gallons / Lbs	30 Day Extended Price Per UOM	30 Day Extended Price per Ton/Container
5.ITM2352-27	OH FD WH WB	DRUM	EA	15.00	825.00	USD 11.20	USD 9,240.00
5.ITM2353-27	HL WB ODOT YL	DRUM	EA	23.00	1,265.00	USD 11.20	USD 14,168.00
0.ITM2352-20	OH FD WH WB	FIVES	GA	42.00	210.00	USD 14.00	USD 2,940.00
0.ITM2353-20	HL WB ODOT YL	FIVES	GA	7.00	35.00	USD 13.95	USD 488.25

30 Day Extended Price per Ton/Cont Total USD 26,836.25

We thank you for your consideration of Sherwin-Williams products and look forward to supplying these products to you.

To place an order, please email your purchase order to Sales Services at hwyinsidesales@sherwin.com.

Prepared By Joanna Carr
 Phone 800-597-2929
 Email joanna.carr@sherwin.com

101 W. Prospect Ave. 1500M | Cleveland, OH 44115 | Phone: 800-597-2929

NOTICE: Please take notice that the quotation set forth above is for information purposes only, is not a contract or an offer to contract, and is subject to and conditioned upon acceptance by The Sherwin-Williams Company of an applicable purchase order. Pricing is subject to change without notice. The pricing and recommendations detailed in this proposal represent confidential information provided by The Sherwin-Williams Company to you, and by receipt of this quotation, you agree to not copy or share this quotation with others outside of your firm.

Terms & Conditions of Sale:

- A regulatory surcharge will be added to each order. Please contact your sales representative for details.
- Net 30, No Discount
- Quoted prices reflect these discounts.
- **Check must be received by Sherwin-Williams before the 30th or 60th calendar day from date of invoice for discounted prices to be honored.
- Account balance must be current for discounts to be honored.
- Prices based on truckload quantities, shipments less than truckload are subject to additional freight charges.
- Payment Terms are specified on each invoice. Failure to comply with these terms could result in my account being placed on hold and that a late fee of 7% of the invoice amount or the maximum amount permitted by applicable law (whichever is less) shall be charged for all amounts past due.



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 2/24/26

2. Name of Department Submitting Request: Public Property

3. Summary of Report: A request from the Department of Public Property, Paint & Sign division, for traffic marking paint drums for an amount not to exceed \$23,408.00. Funding will be through account 2010.R201.3150.6300.1500 Paint & Sign Contractual Service.

4. Amount: \$23,408.00

5. Number of account to be used for funding: 2010.R201.3150.6300.1500

6. VENDOR DETAIL Sherwin Williams

Sole Source Vendor - no State Purchasing Vendor - yes

List the names and the quote received from *at least* three vendors for the requested item; Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 Sherwin Williams \$23,408.00 _____

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

7. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes

8. Is the amount requested due to a change order? No

9. If necessary, has City Council approved and when? _____



CITY OF LORAIN

Board of Control

2. d.

Meeting Date: 03/13/2026

Subject:

A request from the Department of Public property, Paint&Sign Division, to purchase 5 gallon pails of traffic paint from MD Solutions for an amount not to exceed\$5,421.15. MD holds the State of Ohio contract 888-26 for 5 gallon pails of traffic paint. Funding will be through 2010.R201.3150.6300.1500.

Attachments

quote
BOC form



MDSolutions, Inc
Your Sign Support Team

8225 Estates Parkway
Plain City, OH 43064

866.637.6588
614.873.2222
fax 614.873.2220
accounts@md-signs.com

Quote 0063988



Quoted 2/13/2026

Bill To

City of Lorain
Street Department
2132 West Park Dr
Lorain, OH 44053

Ship To

City of Lorain
Street Department
2132 West Park Dr
Lorain, OH 44053

Quote Good Thru	Ship Via	FOB	Reference	Entered By	Sales rep	Terms
3/15/2026		Destination		ndl	NDL	Net 30
Product	Description	Ordered	Price	Amount		
Paint-DS	Traffic Paint -Type 1A - Ohio Spec - 5 Gallon Pail - White	42 Ea	78.75 Ea	\$3,307.50		
Paint-DS	Traffic Paint -Type 1A- Ohio Spec - 5 Gallon Pail - Yellow	7 Ea	81.95 Ea	\$573.65		
Paint-DS	Traffic Paint Type 1 - Ohio Spec - 5 Gallon Pail - Blue	4 Ea	85.00 Ea	\$340.00		
Paint-DS	Traffic Paint -Type 1 - Ohio Spec - 55 Gallon Drum - White	15 Ea	661.58 Ea	\$9,923.70		
Paint-DS	Traffic Paint -Type 1 Ohio Spec - 55 Gallon Drum - Yellow	23 Ea	661.58 Ea	\$15,216.34		
Freight	Shipping & Delivery Charges	1 Ea	1,200.00 Ea	\$1,200.00		

Thank you for the opportunity

Sub-total \$30,561.19

Total \$30,561.19



**BOARD OF CONTROL
REQUEST FORM**

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(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 3/5/2026
2. Name of Department Submitting Request: Public Property, Paint & Sign Division
3. Summary of Report: purchase of 5 gallon pails of traffic marking paint from MD Solutions for an amount not to exceed \$5,421.15. MD Solutions holds the State of Ohio contract for traffic paint in 5 gallon pails. Funding will be through 2010.R201.3150.6300.1500.
4. Name of Vendor: MD Solutions, Inc
5. Amount: \$5,421.150
6. Number of account to be used for funding: 2010.R201.3150.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - No

State Purchasing Vendor - Yes

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 MD Solutions, Inc. \$5,421.15

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes
9. Is the amount requested due to a change order? No
10. If necessary, has City Council approved and when? _____



CITY OF LORAIN

Board of Control

2. e.

Meeting Date: 03/13/2026

Subject:

A request from the Department of Public Property, Parks Division, for Oakwood Pool operations management by Hastings Water Works in the total amount of \$301,054.00 as approved by Lorain City Council on 3/2/26, Ordinance 30-26, and broken down as follows; 2026: \$97,738.00, 2027: \$100,331.00, 2028: \$102,985.00. Funding will be through account 1010.B200.4150.6300.1500.

Attachments

BOC form
ordinance
agreement



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: 3/4/2026
- 2. Name of Department Submitting Request: Public Property, Parks Division
- 3. Summary of Report: Oakwood Pool Management, for a total amount not to exceed \$301,054.00 to be paid as follows (as approved by Lorain City Council 3/2/26):
2026-\$97,738.00
2027-\$100,331.00
2028-\$102,985.00
- 4. Name of Vendor: Hastings Water Works
- 5. Amount: \$301,054.00
- 6. Number of account to be used for funding: 1010.B200.4150.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - Yes

State Purchasing Vendor - No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 Hastings Water Works (sole source) \$301,054.00

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes



**BOARD OF CONTROL
REQUEST FORM**

9. Is the amount requested due to a change order? No

10. If necessary, has City Council approved and when? 3/2/2026

ORDINANCE NO: _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE SAFETY/SERVICE DIRECTOR OF THE CITY OF LORAIN, OHIO TO ENTER INTO A CONTRACT WITH HASTINGS WATER WORKS, THE SOLE SOURCE VENDOR, FOR THE OPERATION OF THE CITY POOL LOCATED AT OAKWOOD PARK, WITHOUT BIDDING, AND DECLARING AN EMERGENCY.


WHEREAS, the City cannot operate the pool due the unavailability of trained staff to provide instruction and services (Life Guards) related to pool operation and programs, but does desire said facilities to remain open for the summer season; and

WHEREAS, the opening of said facilities without adequate and properly trained manpower presents a real and present emergency and an agreement with Hastings Water Works to operate said facilities extinguishes such emergency; and

WHEREAS, Hastings Water Works is the sole source vendor who successfully operated Oakwood Pool during its inaugural season, 2025; and

WHEREAS, Hastings Water Works has agreed to operate said facilities for the benefit of the citizens of Lorain pursuant to the Agreement attached hereto.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO:

 SECTION I. The Director of Public Safety/Service is hereby authorized and directed to enter into an agreement with Hastings Water Works for the operation of Oakwood Pool. This agreement shall cover the year 2026 with multi-year options for 2027 and 2028. This agreement shall be in substantial form and essence subject to thee approval of the Law Department. Lorain will pay a 2026 season management fee of \$97,738.00 for the operation of Oakwood Pool. Should City of Lorain elect to extend the agreement, the 2027 management fee will be \$100,331.00 and the 2028 management fee will be \$102,985.00. Annual management fees will be paid from City of Lorain Parks Swimming Pool Contractual Services Account 1010.B200.4150.6300.1500.

SECTION II. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements, including 121.22, Ohio Revised Code

SECTION III. That this Ordinance is declared to be an emergency, the nature of which is the immediate need to prepare for the operation and safe management of Oakwood Pool during the summer season without risk of potential liability due to the lack of adequate and properly trained manpower, all in order to preserve the health, welfare and safety of the citizens of the City of Lorain. Therefore, this ordinance shall take effect immediately upon passage and approval by the Mayor, providing it receives the statutory requirements for passage; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026 _____
PRESIDENT OF COUNCIL

ATTESTED: _____, 2026 _____
CLERK OF COUNCIL

APPROVED: _____, 2026 _____
MAYOR

City of Lorain | Oakwood Park



HASTINGS WATER WORKS

The Aquatic Management Professionals

www.hastingswaterworks.com

10331 Brecksville Road • Brecksville, Ohio 44141

p. 440-832-7700 • f. 440-832-7701

Aquatic Facility Management Agreement for 2026

Multi-Year Options 2027 & 2028

Submitted: 1/28/2026

The information provided in this contract packet is copyrighted, confidential and intended for the use of **City of Lorain | Oakwood Park** Representatives only.

The sharing, dissemination, broadcasting of this information in any way via any media, in partial or whole, is strictly prohibited.

INDEX

I. AQUATIC FACILITY MANAGEMENT (AFM) SPECIFICATIONS

1. DAYS AND HOURS OF OPERATION OF POOL
2. PAYMENT SCHEDULE
3. AQUATIC STAFFING

II. AQUATIC FACILITY MANAGEMENT (AFM) TERMS & CONDITIONS

1. NOTICES AND COMMUNICATIONS
2. EMPLOYEES
3. SPRING OPENING OF POOL
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I. AQUATIC FACILITY MANAGEMENT (AFM) AGREEMENT SPECIFICATIONS

This **Aquatic Facility Management Agreement** (hereinafter “Agreement”), made and entered into as of the date set forth herein by and between **Hastings Water Works, LLC**, an Ohio limited liability company, (hereinafter “HWW” or HWW’s), and **City of Lorain | Oakwood Park** (hereinafter “OWNER” or “OWNER’S”).

In consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DAYS AND HOURS OF OPERATION OF POOL

A. HWW agrees to perform and provide the services set forth herein for OWNER at the **City of Lorain | Oakwood Park** pool, located in Lorain, Ohio.

a. The annual season dates (hereinafter “Season”), daily open hours and lifeguard staffing schedules for OWNER’S pool shall be as follows:

2026 “Season”: Friday, June 5, 2026 through and including Saturday, August 15, 2026

2027 “Season”: Friday, June 4, 2027 through and including Saturday, August 14, 2027 (option to opt out if OWNER notifies HWW before January 1, 2027)

2028 “Season”: Friday, June 2, 2028 through and including Saturday, August 12, 2028 (option to opt out if OWNER notifies HWW before January 1, 2028)

b. Daily Open Hours will be scheduled as follows:

SCHEDULE	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Daily	11:00 AM-5:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	11:00 AM-5:00 PM
Holidays	11:00 AM-5:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	1:00 PM-7:00 PM	11:00 AM-5:00 PM

c. The following days are considered “Holidays” when referenced in this agreement; Memorial Day, Juneteenth Day, Fourth of July, and Labor Day

d. Lifeguard One (1) will be on duty during all open pool hours; scheduled to arrive up to one (1) hour early for opening duties and depart within fifteen (15) minutes after the pool closes daily.

e. Lifeguard Two (2) will be on duty during all open pool hours; scheduled to arrive up to thirty (30) minutes early for opening duties and depart within fifteen (15) minutes after the pool closes daily.

f. Lifeguard Three (3) will be on duty during all open pool hours; will be allowed a total of fifteen (15) minutes combined for arriving before and/or departing after their daily shift.

g. Lifeguard Four (4) will be on duty during all open pool hours; will be allowed a total of fifteen (15) minutes combined for arriving before and/or departing after their daily shift.

h. Summer Camp will be held for five (5) weeks per Season during which there will be one (1) day per week during the five (5) week period that the pool will open early at 11:00 a.m. The weekday for which the summer camp early open hours will occur will be determined at the beginning of each Season along with the start and end dates of the five (5) week summer camp. There will be two (2) lifeguards staffed during the summer camp early open pool hours.

i. Any lifeguards not assigned to the opening or closing shift (i.e., mid-day lifeguard), will be allowed a total of fifteen (15) minutes combined for arriving before and/or departing after their daily shift.

j. The following dates, staffing hours and hourly rates apply to the corresponding years below.

Season	LG Hours	LG Hourly Rate
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2026	1,793	\$ 42.50
2027	1,793	\$ 43.56
2028	1,793	\$ 44.65

2. PAYMENT SCHEDULE

- A. Payments shall be made by OWNER in five (5) monthly installments. All amounts due hereunder shall be invoiced by HWW thirty (30) days prior to the applicable due date and all amounts shall be paid by OWNER within thirty (30) days from date of invoice.
- B. Payment due dates and amounts due shall be as follows:

Annual Due Date	2026 Season Monthly Installments	2027 Season Monthly Installments	2028 Season Monthly Installments
May 1	\$19,547.60	\$20,066.20	\$20,597.00
June 1	\$19,547.60	\$20,066.20	\$20,597.00
July 1	\$19,547.60	\$20,066.20	\$20,597.00
August 1	\$19,547.60	\$20,066.20	\$20,597.00
September 1	\$19,547.60	\$20,066.20	\$20,597.00
Total Price	\$97,738.00	\$100,331.00	\$102,985.00

- C. If OWNER becomes more than ten (10) days delinquent on any payment, HWW retains, without limiting any of HWW’s rights or remedies hereunder or at law, the right to (i) immediately suspend lifeguard staffing and other services described herein, and (ii) accrue late interest at a rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is greater, plus all expenses of collection, each until all past due payments are paid in full. No refunds will apply if and when lifeguard staffing and other services have been suspended while awaiting payment on a past due invoice(s). HWW may accept partial payment of any sum due and/or set off any amounts owed hereunder prior to issue OWNER any refunds, without notice and without waiving its rights.
- D. The fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Customer is responsible for all Taxes incurred hereunder. If Vendor has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Vendor will invoice Customer and Customer will pay that amount unless Customer provides Vendor with a valid tax exemption certificate.

3. AQUATICS STAFFING

- A. Should a lifeguard’s shift be reduced to less than four (4) hours due to decisions or actions of OWNER, OWNER will remain responsible for payment of a minimum of four (4) hours of each lifeguard shift.
- B. HWW retains the authority, at its discretion, to close OWNER’S pool due to inclement weather or if the air temperature at the OWNER’S pool is less than sixty-nine (69) degrees Fahrenheit. HWW shall endeavor to contact the pool liaison listed in section II(1)(B) prior to closing the pool under this authority.

- C. OWNER may be eligible to receive a refund/credit equal to 100% of the Lifeguard hourly rate listed in section I(1)(A)(j) of the year in effect for every hour the pool was not open for use during the scheduled Open Pool

Hours listed in section I(1)(A)(b) due to staffing shortages caused solely by HWW; provided, however, that the foregoing shall not apply in the event that the pool was not open due to OWNER's breach of this Agreement or any other circumstances which are beyond HWW's reasonable control, including, without limitation, a Force Majeure event, inclement weather, or air temperature less than sixty-nine (69) degrees Fahrenheit.

- D. In order to claim the foregoing refund/credit, OWNER must submit a written request to HWW within ninety (90) days after the end of the applicable Season outlining the dates and times which the pool was open due to HWW's failure to meet its staffing requirements. HWW will review each such request, and pending HWW confirmation, HWW will remit refund/credit within ninety (90) days after the end of Season and only after any outstanding balance of OWNER'S has been paid in full to HWW.
- E. If HWW and OWNER both agree in writing that additional personnel are required to staff OWNER'S pool, an additional charge per lifeguard hour will apply based on OWNER'S annual lifeguard hourly rate listed in section I(1)(A)(j) of this Agreement. This hourly rate will also apply if OWNER and HWW agree in writing to add additional daily open pool hours and/or extend the Season beyond the dates stated herein.
- F. HWW has the option and retains the right to staff a temporary lifeguard if deemed necessary by HWW when the number of patrons inside the fenced in area of the pool exceed capacity of current lifeguard rotation on any day. OWNER shall be invoiced at the annual lifeguard hourly rate listed in section I(1)(A)(j) of this Agreement per temporary lifeguard hour under this authority. All charges for a temporary lifeguard will be invoiced separately from this Agreement. HWW will endeavor to notify OWNER when a temporary lifeguard will be used.
- G. Swim Lesson lifeguards and Instructor staffing are not included in this Agreement and will be addressed separately from this Agreement.

II. AQUATIC FACILITY MANAGEMENT (AFM) TERMS & CONDITIONS

1. NOTICES AND COMMUNICATIONS

- A. All notices, demands or other communications initiated by OWNER and/or OWNER representative(s) listed in Section (II)(1)(B) shall be sent via email to Gilon Rubanenko, General Manager at: management@hastingswaterworks.com.
- B. All notices, demands or other communications, including day-to-day operations, initiated by HWW shall be sent via email to OWNER and/or OWNER representative(s) listed below:

Property Management Company	In-House	In-House
Name	Lori Garcia	Melinda ("Mindy") Stoyka
Title	Public Property Manager	Parks and Recreation Superintendent
Email	lori_garcia@cityoflorain.org	melinda_stoyka@cityoflorain.org
Work	(440) 204-2550	(440) 204-2550
Mobile	(440) 258-3510	(440) 328-6004

- C. OWNER agrees to notify HWW via e-mail of any changes to the contact information listed above.

2. EMPLOYEES

- A. All lifeguard and pool personnel are employees of HWW, not OWNER.
- B. All lifeguards working at OWNER'S facility shall be certified in accordance with the rules and regulations specified by the State of Ohio.
- C. HWW shall be solely responsible for hiring all of its employees.
- D. HWW shall be solely responsible for terminating employment of its employees.

- E. HWW shall be responsible for training and conveying information to its employees concerning the day-to-day operations of OWNER'S pool.
- F. An HWW Service Technician and/or an Aquatics Manager shall make a minimum of one (1) service stop at OWNER'S facility each week during the Season to ensure all filtration systems and related deck equipment are operating properly, as well as test, record and balance as necessary, water chemistry.
- G. HWW shall be responsible for the payment of wages, taxes, unemployment insurance and workman's compensation for its employees.
- H. In the event of any increases in federal or state minimum wage guidelines that affect the hourly rate of pay for any of HWW's lifeguards and related pool personnel, the parties shall promptly amend this Agreement to reflect any direct or indirect increases of payroll costs to HWW. OWNER agrees that 100% of said cost increase shall be borne by OWNER.
- I. OWNER hereby agrees that it shall NOT interfere with, solicit, offer employment, hire, consult with, and/or allow to work at OWNER'S or any of OWNER's affiliated entities pool(s), in any capacity whatsoever, whether directly or indirectly employed by or on behalf of OWNER, any current or former HWW employees, without prior written consent from HWW, for a term of one (1) year from the date of expiration or termination of this Agreement. To the fullest extent permissible under applicable law, in the event of breach of any of the foregoing, OWNER agrees that it shall pay to HWW, as liquidated damages and not a penalty, and amount equal to two times (2x) the annual salary of such employee. OWNER acknowledges that the foregoing conditions and liquidated damage payments are commercially reasonable, and that HWW's willingness to enter into the Agreement is expressly contingent upon OWNER's unconditional agreement and compliance with the foregoing; provided, however, that if a final determination is made by a court of competent jurisdiction or an arbitrator that the time or territory or any other restriction contained in the Agreement is an unenforceable restriction against OWNER, then the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court or arbitrator may determine or indicate to be enforceable.

3. SPRING OPENING OF POOL

- A. **HWW** will open OWNER'S pool by performing the following procedures prior to the start of the Season:
 - Remove, clean and store winter cover on site
 - Fill or drain pool to proper operating level
 - Monitoring and terminating refilling process during Spring Opening
 - Test, record and balance water chemistry as needed
 - Reassemble & place into operation: filters, pumps, heaters, chemical feeders & related equipment
 - Reassemble restroom plumbing and place into operation (cleaning not included)
 - Skim, vacuum and brush pool, clean tiles
 - Display safety equipment such as: signs, Shepard's crook, ring buoy, etc.
 - Install: ladders, handrails, diving board(s), solar cover/reel and miscellaneous deck equipment
- B. **OWNER** shall address the following items prior to the start of the Season:
 - a. OWNER shall apply for, obtain at its expense and post as instructed, all necessary licenses, permits, and similar approvals required from time to time by state, county and local officials prior to pool opening for the Season.
 - b. OWNER shall at its expense provide any and all necessary maintenance and safety equipment; including but not limited to vacuum hose, 12' reach pole with Shepard's crook, safety throw ring, vacuum pole, vacuum head, backboard, lifeguard chair(s) and lifeguard umbrella(s), needed to properly maintain pool in a clean and safe condition. Any and all maintenance and safety equipment cost shall be borne by OWNER.
 - c. OWNER shall provide HWW two (2) sets of keys for the entire pool facility prior to Spring opening.

- d. OWNER agrees to assist HWW with the turning off of the water supply once the pool has been filled during the spring opening process. HWW shall request this support when needed.
- e. If main facility water supply is turned on/off for the Summer and Winter season at the street with a "curb stop," OWNER is responsible for making arrangements to have water turned on/off by the proper authority. OWNER must contact HWW when water is scheduled to be turned on/off at street. HWW will not be responsible for winterizing the main water line entering the facility from the street or similar location, unless arrangements to do so have been previously agreed upon via email by OWNER and HWW.
- f. *Additional OWNER responsibilities include:*
 - Remove furniture from onsite storage
 - Stage pool furniture on deck
 - Clean pool furniture
 - Test and ensure proper operation of emergency phone
 - Ensure main water supply is turned on at street or curb stop (if applicable)

4. DAILY LIFEGUARD DUTIES

- A. HWW shall be responsible for providing any and all personnel required to perform HWW's obligations hereunder in a clean and safe manner during the aforementioned open hours of the pool.
- B. HWW shall provide a minimum of one (1) field supervisor who shall make a minimum of one (1) weekly check at OWNER'S pool, as well as meet with OWNER upon request to discuss any concerns or questions.
- C. HWW personnel will provide the following services daily and/or as needed to ensure the safe and clean operation of the pool:
 - a. Skim and vacuum pool(s), empty deck skimmer baskets and pump baskets.
 - b. Police deck area within pool enclosure for litter and debris.
 - c. Maintain restrooms in a litter-free manner; replace soap, paper towels and toilet paper provided by OWNER.
 - d. Clean pool tiles.
 - e. Maintain filtration systems in proper working order, including backwashing when necessary.
 - f. Test and record water chemistry as required by local and state health departments.
 - g. Routinely add any and all chemicals to maintain pool water in proper chemical balance.
 - h. Beginning of shift (if applicable); remove and store vacuum cleaning robot.
 - i. End of shift (as needed); install, initiate, and confirm proper cleaning operation of vacuum cleaning robot.
 - j. HWW personnel will use reasonable efforts to assist OWNER to enforce all reasonable rules.
 - k. HWW reserves the right to reassign lifeguards performing non-lifeguard duties, to lifeguard duties poolside when situations warrant such measures to be implemented, as determined by HWW.
- D. HWW will NOT be responsible for the collection of any monies at any time.

5. CHEMICALS, SUPPLIES AND MISCELLANEOUS

- A. HWW shall provide any and all chemicals* (excluding CO2) needed to maintain OWNER'S pool in a safe, clean condition throughout the Season. This includes any and all chemicals* necessary to initially start and balance the water chemistry at the beginning of the Season as well as all chemicals needed to close and winterize the pool.
 - a. Phosphate treatments are not included in the provided HWW chemicals of this Agreement and shall be addressed on an individual basis, separate from this Agreement. HWW shall contact OWNER with a written description and associated cost of the treatment. OWNER shall be invoiced separate from the Agreement upon completion of a phosphate treatment.

- b. If OWNER'S pool is determined to have a leak at any time during the Season, additional costs may be charged by HWW to the OWNER for additional chemical usage to maintain the fresh pool water in proper chemical balance. Charges for additional chemicals due to pool leaking shall not exceed One Dollar (\$1.00) per 100 gallons of estimated daily water loss.
 - c. If the pool needs to be chemically treated due to reasons beyond the control of HWW such as vandalism or fecal contamination, there may be an additional charge for HWW chemicals used to restore the pool to a safe chemical level. HWW shall contact OWNER with a written description and an estimate. HWW will not provide service and/or chemicals, unless OWNER has agreed to such in writing. OWNER shall be invoiced separate from the Agreement upon approval and HWW completion of service.
 - d. In the event HWW's supply costs for chemicals or supplies increase annually by more than five percent (5%), then HWW shall be entitled to invoice OWNER for such increases as a separate surcharge.
 - e. OWNER shall provide CO2 at OWNER'S expense, including but not limited to CO2 affiliated costs (tank, delivery, et.).
- B. HWW shall provide and restock during the Season at HWW'S expense, a first aid kit and water chemistry testing kit that meet HWW, state and local health department standards.
 - C. OWNER shall provide proper and adequate storage space for one (1) month's supply of chemicals to maintain proper pool water chemistry for OWNER'S pool.
 - D. OWNER shall supply and restock at OWNER'S expense, all bathroom supplies, paper products, cleaning products and tools to maintain bathrooms, pump room and guard room in a clean manner.
 - E. Access to the swimming pool pump room (also referred to as "equipment room"), will be limited to HWW employees only. Should access be made into the swimming pool pump room by OWNER, it's agents, representatives, employees or contractors, OWNER hereby agrees to indemnify, defend, and hold harmless HWW, its affiliates, and each of its and their respective members, directors, officers, shareholders, partners and employees (collectively, the "HWW Indemnitees"), for, from and against any and all costs, damages or losses (including reasonable attorneys' fees and expenses) (collectively "Losses") arising out of or resulting from a third party claim, demand, suit or administrative proceeding (each, a "Claim"), directly or indirectly arising and/or resulting from OWNER allowing, granting permission or providing access and/or authorized or unauthorized entry into the swimming pool pump room to persons other than HWW employees.
 - F. Pump room shall be locked and secured at all times unless access to equipment is needed, per the Ohio Administrative Code.

6. WINTERIZATION/CLOSING OF POOL

- A. HWW shall, within a reasonable amount of time, close the pool and winterize it for the winter season upon completion of the scheduled Season. The following services shall be included in the closing:
 - Test and balance pool water chemistry for winter season
 - Skim and vacuum pool
 - Lower pool water level skimmers or to OWNER recommended water level
 - Drain excess liquid chlorine from drum into pool
 - Evacuate/blow out all water from plumbing lines
 - Drain/Winterize: filters, pumps, heaters, chemical feeders and related equipment
 - Remove and secure automatic chemical controller probes - store properly at HWW warehouse
 - Remove and store all safety equipment on site
 - Remove and store: ladders, handrails, diving board(s), solar cover/reel
 - Deep clean cartridge or D.E. filter systems
 - Install pool cover
 - Disconnect drain and winterize all restroom plumbing - close and secure (cleaning not included)

- B. **OWNER** is responsible for contacting the proper authority to schedule and coordinate the turning off of the water supply at the street, if water supply to the facility is to be turned off at the street.
- a. Responsibility for winterization of main water line from the pump room to the main water supply shut off located in the street or other location will be borne by OWNER unless specifically requested by OWNER in writing to HWW prior to the closing. Access to the water supply shut off must be provided.
 - b. *Additional OWNER responsibilities include:*
 - Store all pool related furniture on site at pool facility
 - Remove and store emergency phone
 - Ensure main water supply is turned off at street or curb stop - if applicable

7. REPAIRS

- A. All repairs, materials, products, and services above and beyond normal daily maintenance shall be addressed at OWNER's expense on an individual basis, separate from this Agreement. HWW shall contact OWNER with a written description and an estimate of any repairs, materials, products, and services needed to be done that are outside the scope of this Agreement. HWW will not make or provide any repairs, materials, products, and services other than those specifically agreed upon in this Agreement, unless OWNER has agreed to such in writing. OWNER shall be responsible for cost of repair and replacement of any equipment, and for the repair of any unsafe conditions that may exist or occur at OWNER'S pool.
- B. All repairs shall be billed at a rate not to exceed one hundred and ninety-six dollars (\$ 196.00), per working hour.

8. PARTIES

- A. HWW shall provide when available and requested by OWNER personnel for pool parties, which does not include Swim Team practices, Swim Team meets nor Swim Lessons.
- B. OWNER must request additional staffing for pool parties a minimum two (2) weeks advance notice via email to aquatics@hastingswaterworks.com
- C. All parties requiring additional lifeguard(s) will be billed separate from this Agreement directly to OWNER at the hourly rate listed in section I(1)(A)(j) per additional lifeguard hour, payable to HWW before the applicable event is scheduled.
- D. Staffing for parties will be provided on a personnel availability basis. One lifeguard is required for every additional twenty-five (25) people in attendance. HWW reserves the right to add additional lifeguard(s) when deemed necessary by HWW due to various factors relating to the specific party.
- E. OWNER is not required to use or retain HWW and/or its employees for staffing during pool parties and/or special events. However, OWNER assumes full responsibility and liability for the pool and related areas when any individuals are in the pool or pool area when HWW employees are not on duty. Furthermore, OWNER hereby agrees to indemnify, defend, and hold harmless HWW Indemnitees from any and all Claims and Losses, directly or indirectly arising and/or resulting from the use, utilization and/or operation of the pool or pool area including but not limited to, any club house, pavilion, deck or related areas during hours other than those specified in this Agreement as open pool hours, (hours of operation), unless HWW'S employees have been scheduled to provide services during such hours according to the policies set forth in this Agreement.
- F. No lifeguard will be provided by HWW beyond the hour of 12:00 a.m. (midnight) local time.

9. SAFETY STANDARDS

- A. OWNER agrees and acknowledges that its OWNER'S responsibility and duty to allow HWW to operate said pool within the established minimum safety standards when HWW personnel are on-site providing services as denoted in the Agreement. The Association of Pool and Spa Professionals (APSP) "Minimum Standards for Public Pools," and all state and local health and building codes shall be used as minimum standards for safety herein.
- B. Compliance with minimum standards relates to but is not limited to, the following:

- a. Safety warning signs - Depth markings - Safety equipment - GFCI circuit breakers
 - b. In the event HWW recommends the pool to be closed due to reasons beyond the control of HWW; HWW will immediately contact OWNER and/or OWNER representative(s) found in Section (II)(1)(B) via phone and also in writing. OWNER shall be responsible for closing the pool for patron use, including but not limited to displaying safety warning signs, notifying patrons of pool closing(s), locking access to the pool and surrounding deck and/or blocking key card patron access to the pool and surrounding deck until HWW notifies OWNER the pool can be re-opened to patron use.
 - c. When HWW is not on-site, OWNER is responsible to close the pool if at any time the pool and or surrounding deck does not meet the state and local health and building code standards for safety. OWNER is to notify HWW immediately of pool closing. OWNER shall be responsible for closing the pool for patron use, including but not limited to displaying safety warning signs, notifying patrons of pool closing(s), locking access to the pool and surrounding deck and/or blocking key card patron access to the pool and surrounding deck.
- C. All cost to ensure pool meets "minimum safety standards" is the sole responsibility of OWNER; provided, however, that HWW shall consult with OWNER for approval prior to any such costs.
- D. UNLESS OTHERWISE DESIGNATED IN THE CONTRACT SCOPE OF WORK IN SECTION I(1) AND SECTION II(4), OWNER ACKNOWLEDGES AND AGREES THAT THE SUPERVISION AND SAFEGUARDING OF CHILDREN AND OTHER GUESTS USING THE WADING POOL AND/OR SPLASH PAD (ALSO REFERRED TO AS "BABY POOL"), SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER AND/OR THE PARENTS OR GUARDIANS (WHO MUST BE AN ADULT OVER THE AGE OF 18 WHO IS RESPONSIBLE FOR SAID CHILDREN OR GUESTS) OF THE CHILDREN USING THE WADING POOL, AND THAT HWW SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER ASSOCIATED WITH THE BABY POOL. OWNER HEREBY RELEASES HWW INDEMNITIES FOR, FROM, AND AGAINST ANY AND ALL LIABILITY OR RESPONSIBILITY TO ALL USERS OF THE BABY POOL OR ANYONE CLAIMING THROUGH OR UNDER THEM FOR ANY LOSS OR DAMAGE, EVEN IF SUCH LOSS OR DAMAGE SHALL HAVE BEEN CAUSED BY THE FAULT OR NEGLIGENCE OF HWW, OR ANYONE FOR WHOM HWW MAY BE RESPONSIBLE.
- E. OWNER hereby agrees to indemnify, defend, and hold harmless HWW Indemnitees from any and all Claims and Losses directly or indirectly arising or resulting from the utilization, use, misuse or safeguarding of the Baby Pool.
- F. All pools will be closed for a fifteen (15) minute rest/safety break fifteen minutes before each hour, with the exception of the final hour before closing when no break shall occur.

10. PHONE USAGE

- A. It is OWNER'S responsibility to provide a phone in working order at the pool area. Phone ringer must be audible to lifeguard(s) poolside. OWNER is responsible for blocking the availability of all non-essential phone services. In no case, or at any time, shall HWW be responsible for any local or long-distance phone charges incurred.
- B. HWW will not be responsible for any charges whatsoever incurred on a cellular phone issued by OWNER.
- C. Per health department regulations, the pool will only be open when the telephone is in operation.
- D. OWNER shall have phone service available one week prior to the start of each Season annually.

11. VANDALISM

- A. Any vandalism shall be reported to the HWW office immediately. Additional charges for any clean up required by HWW as the result of vandalism shall be paid by OWNER.
- B. OWNER acknowledges that it is considered standard operational procedure by HWW to completely drain the swimming pool when glass is found on the pool deck or in the swimming pool. Though not specifically stated in the Ohio Revised Code, state and county inspectors have strongly recommended following this procedure. In the event glass is found on the pool deck or in the swimming pool, then the swimming pool shall be completely drained and thoroughly rinsed. OWNER shall be solely responsible for all costs incurred.

12. INSURANCE COVERAGE

- A. HWW shall carry Commercial General Liability Insurance with limits of \$1,000,000 Each Occurrence with \$2,000,000 Aggregates, as well as Umbrella/Excess Liability with limits not less than \$5,000,000 Each Occurrence and in the Aggregate. OWNER shall be included as Additional Insured for Ongoing Operations on the noted coverage. HWW will provide to OWNER a Certificate of Insurance evidencing the foregoing. All HWW employees shall be covered by Worker's Compensation and Unemployment Insurance.
- B. OWNER shall carry physical damage/property coverage on the aquatic facility itself. OWNER shall carry commercial general liability (CGL) coverage, with limits of not less than \$1,000,000 Each Occurrence and \$2,000,000 Aggregates. OWNER shall provide a Certificate of Insurance to HWW evidencing OWNER's coverage at least one week prior to the start of the Season annually, or upon request by HWW. HWW and Horizon Chemical, LLC shall be named as additional insured on all of OWNER's liability insurance policies. Such policies of insurance may not be canceled or materially changed except upon 30 days prior written notice to OWNER. It is the intent of the parties that OWNER's insurance be primary and non-contributory coverage for HWW for claims arising from OWNER's performance of under this Agreement, regardless of whatever other insurance OWNER may have available, and the insurance required pursuant to this Section shall not be deemed to limit OWNER's obligations to indemnify HWW under this Agreement.

13. FORCE MAJEURE

- A. HWW shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to OWNER, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labor disturbance or shortage, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, pandemic, breakage or accident to machinery or equipment or any other cause or causes beyond HWW's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of HWW or property or equipment of others which is deemed under the Operational Control of HWW. A Force Majeure event does not include an act of negligence or Intentional Wrongdoing by HWW. When claiming a Force Majeure event, HWW shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. HWW shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

14. TERMINATION OF AGREEMENT

- A. OWNER may terminate this Agreement, with or without cause, by providing fourteen (14) day notice of such to HWW via email and sent to: management@hastingswaterworks.com.
 - a. OWNER acknowledges that the foregoing conditions and liquidated damage payments are commercially reasonable, and that HWW's willingness to enter into the Agreement is expressly contingent upon OWNER's unconditional agreement and compliance with the foregoing.
- B. HWW reserves the right to terminate this Agreement, with or without cause, by providing a minimum of sixty (60) day notice to OWNER.

- C. In the event that the other party (i) has breached any of the warranties or material provisions contained in this Agreement (including OWNER's obligation to pay all fees when due) and failed to cure such breach within thirty (30) days following receipt of written notice thereof by the non-breaching party (which notice shall set forth a description of the breach); or (ii) becomes insolvent, ceases conducting business in the ordinary course, makes a general assignment for the benefit of creditors, or becomes subject to voluntary

or involuntary bankruptcy or liquidation proceedings; then the non-breaching party, in addition and supplementary to any other rights and remedies that may be available to such non-breaching party, will be entitled to terminate this Agreement by providing written notice of such termination to the party committing the breach.

- D. In the event of any termination hereunder, the following shall apply:
- a. In the event that OWNER terminates this Agreement for convenience, OWNER shall be responsible for and pay to HWW as liquidated damages and not a penalty, an amount equal to all contracted hours through the end of all contracted Season, less a ten percent (10%) early termination discount. OWNER acknowledges that the foregoing conditions and liquidated damage payments are commercially reasonable, and that HWW's willingness to enter into the Agreement is expressly contingent upon OWNER's unconditional agreement and compliance with the foregoing.
 - b. In the event that HWW terminates this Agreement for cause due to OWNER'S breach, OWNER shall be responsible for and pay to HWW as liquidated damages and not a penalty, an amount equal to all contracted hours through the end of the Season
 - c. In the event HWW terminates Agreement for convenience or OWNER terminates this Agreement for cause due to HWW's breach, OWNER shall be responsible for a balance owed to HWW for services provided up to the date of termination, which amount shall be offset by any prepaid but unused amounts.
- E. Payment of HWW'S final invoice shall not bar any remedy, legal equitable, or otherwise available to HWW, and no expiration or termination will affect OWNER'S obligation to pay all fees that may have become due before such expiration or termination. Upon termination or expiration of this Agreement, the terms and conditions of this Agreement which should survive shall survive any such termination or expiration.

15. INDEMNIFICATION AND LIABILITY

- A. HWW Indemnifies OWNER:
- a. HWW hereby agrees to indemnify, defend, and hold harmless OWNER from any and all third party Claims and Losses incurred by OWNER, directly caused by HWW's negligence and/or breach of its obligations set forth in this Agreement; provided, however, that the foregoing indemnification obligations shall not apply to the extent arising out of HWW acting at OWNER's express instruction; Customer's breach of this Agreement; or for Claims or Losses for which OWNER is obligated to indemnify HWW Indemnitees hereunder.
- B. OWNER Indemnifies HWW:
- a. OWNER hereby agrees to indemnify, defend, and hold harmless HWW Indemnitees from any and all Claims and Losses directly or indirectly arising and/or resulting from OWNER'S negligence and/or breach of its obligations set forth in this Agreement, including, without limitation, HWW's actions taken at OWNER'S direction.
- C. The party seeking indemnification hereunder (the "Indemnified party"), agrees to promptly notify the party against whom indemnification is sought (the "Indemnifying party") in writing following receipt of notice of any Claim in respect of which indemnity may be sought under such section, which notice shall assert such Claim and set forth in reasonable detail the basis for indemnification. The failure to so notify the Indemnifying party shall not relieve the Indemnifying party of its obligations hereunder, except to the extent such failure shall have adversely prejudiced the Indemnifying party. If the Indemnifying party does not assume control of such defense, the Indemnified party shall have the right to control such

defense at the Indemnifying party's reasonable expense. The Indemnifying party shall obtain the prior written consent of the Indemnified party before entering into any settlement if such settlement does not release the Indemnified party from all liabilities with respect to such Claim or involves an admission of fault or wrongdoing by an Indemnified party.

- D. IN NO EVENT WILL HWW BE LIABLE TO OWNER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING LOST REVENUES OR PROFITS; USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR BREACH OF SECURITY; OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF THE DAMAGE AND EVEN IF A OWNER ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT. HWW'S AGGREGATE LIABILITY FOR ANY AND ALL DIRECT DAMAGES SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES OWNER PAID TO HWW IN THE PRIOR TWELVE (12) MONTH PERIOD FOR THE CAUSE OF ACTION GIVING RISE TO SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING OR ANYTHING ELSE HEREIN, NOTHING IN THIS AGREEMENT WILL LIMIT OWNER'S LIABILITY FOR PAYMENT OF FEES.

16. MISCELLANEOUS

- A. This Agreement shall be governed by the laws of the State of Ohio, regardless of its choice of law provisions. Except with respect to HWW's right to undertake collections efforts, the parties will first attempt in good faith to promptly resolve any dispute arising under this Agreement by good faith negotiation by senior executives. If such dispute has not been resolved within thirty (30) days of a party's initiation of negotiations, then any legal action or proceeding concerning this Agreement will be brought exclusively in the courts located in Cleveland, Ohio. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to seek to recover its attorneys' fees and court costs.
- B. In the event of the breach or a threatened breach by a party of any of this Agreement, the non-breaching party, in addition and supplementary to any other rights and remedies that may be available to such party, will be entitled to seek specific performance and/or injunctive or other equitable relief against the breach or threatened breach from a court of competent jurisdiction in order to enforce or prevent any violations of the provisions hereof (without posting a bond or other security).
- C. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. HWW expressly rejects the terms contained in any OWNER purchase order or any other OWNER terms which have not been expressly agreed upon in writing signed by a dual authorized HWW representative.
- D. Each provision in this Agreement is independent and severable from the others, and no provision will be rendered unenforceable because any other provision is found by a proper authority to be invalid or unenforceable in whole or in part. If any provision of this Agreement is found by such an authority to be invalid or unenforceable in whole or in part, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision and the intent of the parties, within the limits of Applicable Law. Any delay in enforcing a party's rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such party's rights to the future

enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by a Representative of the waiving party.

- E. This Agreement may not be assigned, transferred, and/or novated by or on behalf of OWNER (including where OWNER is acquired by another entity, person or business, whether by merger, consolidation, reorganization, purchase of assets, or otherwise) without HWW's prior written consent in each instance. Any purported assignment in violation of this Agreement is null and void. This Agreement shall be binding upon and endure to the benefit of the OWNER and HWW and their respective successors and assigns.
- F. HWW is an independent contractor of OWNER, and HWW has full power and authority to determine the means, manner and method of performance of its obligations hereunder. Nothing herein shall be construed as creating a joint venture, partnership or similar relationship. OWNER hereby acknowledges that HWW may engage subcontractors to assist with its performance hereunder. Except with respect to HWW Indemnitees, no other third party shall have any rights hereunder.
- G. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

[Signatures appear on the following page]

17. ACCEPTANCE OF AGREEMENT

By OWNER'S signature set forth below, the services, chemicals, prices, specifications, and conditions outlined in this Agreement are hereby accepted and agreed upon. The person(s) signing on behalf of OWNER personally represents to HWW that they are the qualified agent(s) of OWNER, for **City of Lorain | Oakwood Park**, which has authorized them to enter into this Agreement with HWW to perform the aforementioned work as specified. All terms, conditions, payment schedules and amounts are agreed to.

INTENDING TO BE LEGALLY BOUND, the parties have executed this Agreement on the date set forth below.

OWNER: Sign Below for One Year Option Effective for the year 2026:

SIGNATURE: _____ DATE: _____

(Print) name/title _____

OWNER: Sign Below for Two Year Option Effective for the years 2026 through and including 2027:

SIGNATURE: _____ DATE: _____

(Print) name/title _____

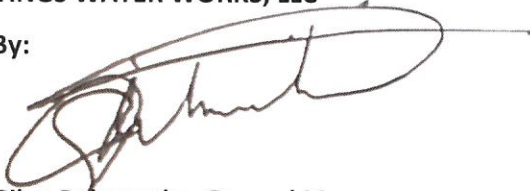
OWNER: Sign Below for Three Year Option Effective for the years 2026 through and including 2028:

SIGNATURE: _____ DATE: _____

(Print) name/title _____

HASTINGS WATER WORKS, LLC

By:



Gilon Rubanenko, General Manager

DATE: 1/28/2026

The information provided in this Agreement packet is copyrighted, confidential and intended for the use of City of Lorain | Oakwood Park Representatives only. The sharing, dissemination, broadcasting of this information in any way via any media, in partial or whole, is strictly prohibited and may be prosecuted to the full extent of the law as legally allowed.

This Agreement may be voided at HWW's option if not executed by OWNER and returned to HWW within forty-five (45) days after provision by HWW.



CITY OF LORAIN

Board of Control

2. f.

Meeting Date: 03/13/2026

Subject:

A request from the Department of Public Property, Garage Division, for one 10' subframe assembly and mounting equipment for Street #27 from Henderson Products, Inc. for an amount not to exceed \$6,280.90. Henderson outfitted the vehicle originally and is thus the sole source vendor. Funding will be through Garage account 7010.1701.6400.3500.

Attachments

quote
BOC form



HENDERSON

PRODUCTS, INC.

1085 SOUTH THIRD STREET
 MANCHESTER, IA 52057-0040
 PHONE: 563-927-2828

SALES QUOTATION

DATE	PAGE
3/2/2026	1

CUSTOMER: LORAIN COUNTY ENGINEER
 CONTACT: RICK KIMBLER
 ADDRESS: 247 HADAWAY ST
 ELYRIA, OH 44035

QUOTE ID: 195660-64
 QUOTE DATE: 3/2/2026
 VALID UNTIL: 4/1/2026

SOURCEWELL #:

HENDERSON CONTRACT #:

SALESPERSON: Wesley Renne

PHONE: 563-927-2828

FAX: 563-927-2521

EMAIL: wrenne@hendersonproducts.com

SHIP TO: --Select a shipping address--
 CONTACT:
 ADDRESS:

QTY	PART NUMBER	DESCRIPTION	LIST PRICE	NET PRICE EACH	TOTAL PRICE
1	83332	SUBFRAME, ASSY, 10', UB, HDSA, 17	\$6,195.27	\$5,265.98	\$5,265.98
4	77223	STRAP, MOUNTING	\$19.73	\$16.77	\$67.08
2	81502	PLATE, MOUNTING, UB, M2/SA	\$38.08	\$32.37	\$64.74
2	77123	PIN, 1.50 DIA X 7.75, W/ HOLE	\$20.44	\$17.37	\$34.74
1	77208	PIN, CYL, TRUNNION, 1.75 X 14.00	\$61.94	\$52.65	\$52.65
1	77209	PIN, CYL, FRAME, 1.75 X 11.50	\$48.58	\$41.29	\$41.29
1	78932SP	FORK, TUBE, BODYPROP	\$5.20	\$4.42	\$4.42
QUOTE DISCOUNT: 15% * FREIGHT TERMS * Freight Charges will be Pre-Paid by the Shipper and added to your Invoice. * If freight charges are shown they are a GOOD FAITH estimate only. * Placing an order constitutes agreement to be responsible for actual freight charges at time of Shipment Plus or Minus Estimate.					
QUOTE DESCRIPTION: Lorain Subframe					

COPY

419 617 7502

QUOTED PRICE DOES NOT INCLUDE SHIPPING CHARGES

Quote Total: \$5,530.90
 Freight Estimate: \$750.00
 Total Estimate: \$6,280.90



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

1. Request Date: 3/5/2026
2. Name of Department Submitting Request: Public Property, Garage Division
3. Summary of Report: Subframe and mounting materials for Street truck #27. Truck #27 is a Henderson built vehicle. Henderson is the sole source vendor.
4. Name of Vendor: Henderson Products, Inc.
5. Amount: \$6,280.90
6. Number of account to be used for funding: 7010.1701.6400.3500

7. VENDOR DETAIL

Sole Source Vendor - Yes

State Purchasing Vendor - No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 Henderson Products, Inc \$6,280.90

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes
9. Is the amount requested due to a change order? No
10. If necessary, has City Council approved and when? _____



CITY OF LORAIN

Board of Control

2. g.

Meeting Date: 03/13/2026

Subject:

A request from the Department of Public Property, Parks Division, to purchase tree planting materials and labor from The Greenleaf Group for an amount not to exceed \$100,000.00. Funding will be through account 2780.R278.6300.1500. Monies will be reimbursed upon completion of project as outlined in Ordinance 29-25, approved by Lorain City Council on 3/17/25.

Attachments

documents

BOC form

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE OF THE CITY OF LORAIN, TO FILE, RECEIVE, AND EXECUTE ALL NECESSARY PAPERWORK TO APPLY FOR AND RECEIVE, IF AWARDED, GRANT FUNDING FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES, OHIO URBAN FORESTRY GRANT PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS, Lorain Parks & Recreation Department desires to restore and augment the tree canopy with large-stature trees within various City of Lorain parks; and,

WHEREAS, Grant funding is available through the Ohio Department of Natural Resources Urban Forestry Grant Program; the maximum grant award being \$100,000 with no fund match required of City of Lorain.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO;

SECTION I. That the Director of Public Safety/Service is hereby authorized to apply for and, if awarded, enter into an agreement for Grant funding for the Ohio Urban Forestry Grant Program, not to exceed the amount of \$100,000.00, in compliance with the requirements as set forth by the Ohio Department of Natural Resources Programs Policies and Procedures.

SECTION II. That the Grant will be administered by the Lorain Parks Department and activity recorded in the Parkland special revenue fund (2780.R278.6300.3351) in accordance with all applicable federal, state, and local laws, and in accordance with the terms and conditions of the Grant Agreement, subject to the approval of the Lorain Law Director.

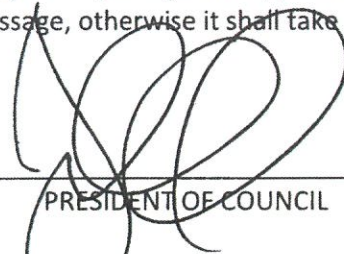
SECTION III. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of the Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22, of the Ohio Revised Code.

SECTION IV. That this ordinance is hereby declared to be an emergency, the nature of which is the immediate need to submit all necessary paperwork before the grant submission deadline of April 1, 2025. Therefore this Ordinance shall take effect immediately upon its passage and approval by the Mayor, providing it receives the statutory requirements for passage, otherwise it shall take effect and be in force from and after the earliest period allow by law.

PASSED: March 17, 2025

ATTEST: Breanna Dill CLERK

APPROVED: March 18, 2025



PRESIDENT OF COUNCIL



MAYOR

SUBRECIPIENT GRANT AGREEMENT

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES** ("ODNR"), acting through its **DIVISION OF FORESTRY**, with offices located at 2045 Morse Rd., Columbus, OH, 43229, and **CITY OF LORAIN** (UEI # FF77VMMYHRT3), which is located at 2132 West Park Drive, Lorain, Ohio 44053 ("**Subrecipient**").

Expenditures for this Agreement are partially or fully funded by federal funds. ODNR received a federal grant under the terms and conditions of Ohio's Urban & Community Forestry Grant Program, awarded through USDA Forest Service, Eastern Region State, Private, and Tribal Forestry. This grant is identified by Federal Award Identification Number (FAIN) 23-DG-11094200-363, which became effective on September 5, 2023, with a total award amount of \$9,000,000.00, and an approved indirect rate of 19.09%. This grant is made under Assistance Listing Number 10.727 Inflation Reduction Act Urban & Community Forestry Program. This Agreement is a subaward of that grant.

Total Award Committed to Subrecipient: \$100,000.00

Total Award Obligated for this Action: \$100,000.00

Cumulative Award Total Obligated (including this action and all prior actions): \$100,000.00

Subrecipient is an applicant who submitted a grant application to ODNR for this grant program. Under R.C. § 1501.01, ODNR may provide federal pass-through grants to eligible applicants for purpose or goal of federal program. Subrecipient has met the application requirements and has been approved by ODNR as eligible to receive this federal pass-through grant. Subrecipient will undertake the following with funding from this grant: tree planting and maintenance.

The parties therefore agree as follows:

1. **Award.** ODNR hereby awards to the Subrecipient Ohio's Urban & Community Forestry grant subaward not to exceed **\$100,000.00** for the purpose of reimbursing the Subrecipient for performance and completion of the deliverables detailed in the attached Exhibit A-Scope of Work and Budget ("**Exhibits**") (the "**Project**").
2. **Performance of Project.** Subrecipient shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Exhibits, program guidelines, and the project application/proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Subrecipient shall: (1) perform and complete the Project as set forth herein; (2) promptly submit to ODNR such reports and documents as required by ODNR and 2 CFR §200.330; (3) establish a separate special account for the funds for the acquisition and/or development of the Project; and (4) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, or assurances set forth in the Exhibits, unless the proposed change is approved by ODNR. ODNR reserves the right to audit the special account created by Subrecipient, pursuant to this paragraph, either during or after the completion of the Project.
3. **Notice.** All notices, consents, and communications required hereunder (each, a "**Notice**") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery

Subrecipient Grant Agreement between ODNR
and City of Lorain
Legal Contract ID # 2025-1987

acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

<p>Subrecipient Contact:</p> <p>Linda O'Connor Administrative Assistant City of Lorain 2132 West Park Drive Lorain, Ohio 44053 440-204-2539 Linda_oconnor@cityoflorain.org</p>	<p>ODNR Program Contact:</p> <p>Carrie Morrow Urban Forestry Coordinator ODNR Division of Forestry 2045 Morse Rd. Bldg. H-1 Columbus, Ohio 43229 614-265-6509 Carrie.morrow@dnr.ohio.gov</p>	<p>ODNR Federal Contact:</p> <p>Kelsey Bradley Program Administrator ODNR Division of Forestry 2045 Morse Rd. Bldg. H-1 Columbus, Ohio 43229 614-265-6689 Kelsey.bradley@dnr.ohio.gov</p>
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4. **Research and Development.** Grant funds shall not be used for research and development.
5. **Indirect Costs.** Grant funds are not authorized for indirect costs.
6. **Period of Performance.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of December 1, 2025. ODNR shall not be responsible for any costs incurred by the Subrecipient prior to the date this Agreement becomes effective. The Project shall be completed by January 2, 2028, unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein. This Agreement shall terminate on January 2, 2028, unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein.
7. **Budget Period.** The budget period for this Agreement is December 1, 2025 through January 2, 2028.
8. **Contractor Employee Whistleblower Rights (NOV 2023)** (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at [41 U.S.C. 4712](#) and Federal Acquisition Regulation (FAR) 3.900 through 3.905. (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in FAR 3.900 through 3.905. (c) The Contractor shall insert the substance of this clause, including this [paragraph \(c\)](#), in all subcontracts.
9. **Non-Appropriation.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly and the availability of funds from a federal funding source. Therefore, in accordance with R.C. § 126.07, it is agreed that ODNR's payments are contingent on the availability of such lawful appropriations from the Ohio General Assembly, and if federal funds are used, the availability of such funds from the federal funding source. If either the Ohio General Assembly or the federal funding source fails at any time to continue funding for the payments due hereunder, this

Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR. If appropriations are approved, ODNR may continue this Agreement past the current biennium by mutual written agreement between the parties.

10. **Permissible Costs.** Subrecipient shall comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) to determine the permissibility of all expenditures under this Agreement.
11. **Termination by ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Subrecipient. If ODNR terminates this Agreement, the Subrecipient will be paid for any non-cancelable obligation properly incurred by the Subrecipient prior to termination. Subrecipient shall return any unused grant funds to ODNR within thirty (30) days of termination.
12. **Termination by Subrecipient.** Any time after signing this Agreement, Subrecipient may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Subrecipient terminates this Agreement, Subrecipient shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Subrecipient shall return all unused grant funds to ODNR within thirty (30) days of termination.
13. **Nondiscrimination in Employment.** Subrecipient, Subrecipient's contractors, and any person acting on behalf of Subrecipient, shall comply with all federal and Ohio statutes, executive orders, and regulations implementing 42 U.S.C. Part 2000(d), Title IV of the Civil Rights Act of 1964 and R.C. Chapter 4112, prohibiting discrimination on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status (as defined in R.C. § 4112.01), national origin, or ancestry against any citizen of this state in the employment of any person qualified and available for work related to the Project. Subrecipient further agrees that Subrecipient, Subrecipient's contractors, and any person acting on behalf of Subrecipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work related to the Project on the grounds of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Subrecipient shall comply with Ohio and federal statutes, executive orders, and regulations to assure equal employment practices under the Agreement, and Subrecipient shall comply promptly with all orders, requests, and directions from the State of Ohio and federal agencies pertaining to the enforcement of the aforementioned nondiscrimination laws.

14. **Workers' Compensation.** Subrecipient shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Subrecipient, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
15. **Compliance with Laws.** Subrecipient, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

Subrecipient Grant Agreement between ODNR
and City of Lorain
Legal Contract ID # 2025-1987

16. **Prevailing Wage.** Pursuant to Chapter 4115 of the Ohio Revised Code, the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 2 CFR 200 Appendix II(D), if applicable, Subrecipient shall require that all contractors pay the prevailing wage rate of the locality on all work performed on the Project. Subrecipient and any of its contractors shall comply with all other applicable provisions of Chapter 4115 of the Ohio Revised Code, the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) and 2 CFR 200 Appendix II(D), including making the required reports to the prevailing wage coordinator.
17. **Liability; Indemnification.** Subrecipient shall be solely responsible for any and all claims, demands, or causes of action arising from Subrecipient's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Subrecipient. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
18. **Drug-Free Workplace.** Subrecipient agrees to comply with all applicable state and federal laws regarding drug-free workplace.
19. **Inspection.** The federal awarding agency, inspectors general, the Comptroller General of the United States, and ODNR, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the federal award, to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
20. **OMB Guidance.** Subrecipient shall comply with OMB guidance in subparts A through F of 2 CFR Part 200. Subrecipient must also follow the regulations found in 2 CFR 200.330 through 2 CFR 200.332. Electronic copies of the CFR can be obtained at the following internet site: www.ecfr.gov.
21. **Use of MBE and EDGE Vendors.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODNR encourages Subrecipient to purchase goods and services from Ohio-certified MBE and EDGE vendors.
22. **Events of Significant Impact.** Subrecipient shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
23. **Public Records.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) or Ohio public records laws. Requests for research data are subject to 2 CFR 315(e).

24. **Records Retention.** Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a subrecipient. Records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition in accordance with 2 CFR 200.333.
25. **Debarment and Suspension.** Subrecipient shall immediately inform ODNR if it or any of its principals is presently excluded, debarred, or suspended from entering into covered transactions with the federal government or entities according to the terms of 2 CFR Part 180. If Subrecipient or any of its principals receive a transmittal letter or other official federal notice of debarment or suspension, it shall promptly notify ODNR. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Subrecipient shall immediately repay ODNR all funds transferred by this Agreement.
26. **Findings for Recovery.** Subrecipient represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Subrecipient agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
27. **Ohio Ethics Law.** The Subrecipient certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Subrecipient understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.
28. **Charitable Registration.** If Subrecipient is a charitable organization or otherwise subject to R.C. Chapter 1716, it warrants and represents that it is registered and in good standing with the Office of the Ohio Attorney General and in compliance with all applicable requirements, including but not limited to, R.C. Chapter 1716.
29. **Campaign Contributions.** The Subrecipient affirms that, as applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or the Governor's campaign committees.
30. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and with the laws of the U.S. federal funding source. Subrecipient consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
31. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

32. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Subrecipient.
33. **Confidentiality Agreements.** Subrecipient shall not require its employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law-enforcement representative. Any prohibitions or restrictions of any internal confidentiality agreements inconsistent with the previous sentence are no longer in effect.
34. **Eligible Workers.** Subrecipient shall ensure all employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the complete forms. These requirements also apply to any contract or supplement instruments awarded under this Agreement.
35. **Lobbying.** Subrecipient certifies that no federal appropriated funds have been paid by or on behalf of Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, or officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient shall request, complete, and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.
36. **Federal Clean Air Act and Water Pollution Control Act.** Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
37. **Trafficking In Persons.** Subrecipient shall not: (i) engage in severe forms of trafficking in persons during the period of time that the subaward is in effect; (ii) procure a commercial sex act during the period of time that the subaward is in effect; or (iii) use forced labor in the performance of the subaward, pursuant to section 106(g) of the federal Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).
38. **Federal Single Audit Requirement.** Subrecipient shall comply with the federal single audit requirements in 2 CFR 200.501.
39. **In-Kind Match.** If applicable, Subrecipient shall comply with 2 CFR 200.306 when using in-kind contributions as matching funds for this Project.
40. **Independent Capacity of Subrecipient.** The parties agree that the Subrecipient, and any agents or employees of the Subrecipient, in the performance of this Agreement, shall act in an independent capacity

and not as officers, employees, or agents of the State of Ohio for any purpose. Nothing in this Agreement shall be construed to create a partnership, joint venture, or other relationship between the parties.

41. **Use of ODNR and USDA Forest Service Logos.** For ODNR to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify ODNR when permission is granted.
42. **Nondiscrimination Statement – Printed, Electronic, or Audiovisual Material.** The Subrecipient shall include the following statement, in full, in any printed material, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or Award Number: 23-DG-11094200-363 Page 8 of 19 retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or
- (2) Fax: (833) 256-1665 or (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: "This institution is an equal opportunity provider."

43. **Copyrighting.** ODNR is granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right shall be transferred to any sub-awards or subcontracts.

This provision includes:

- The copyright in any work developed by ODNR under this award.
- Any right of copyright to which ODNR purchase(s) ownership with any federal contributions.

44. **Qualifications.** Subrecipient represents that it has all approvals, licenses, or other qualifications needed to conduct its business in Ohio and that all are current.
45. **Conflicts.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
46. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
47. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
48. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
49. **Entire Agreement.** This Agreement, including any attachments, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

Subrecipient Grant Agreement between ODNR
and City of Lorain
Legal Contract ID # 2025-1987


Each party is signing this Agreement on the date stated below that party's signature.

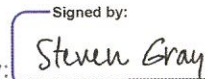
SUBRECIPIENT

OHIO DEPARTMENT OF NATURAL RESOURCES

CITY OF LORAIN

DIVISION OF FORESTRY

By: 
Printed Name: REY CARRION
Title: SAFETY SERVICE DIRECTOR
Date: 1/15/2026

Signed by:
By: 
Printed Name: Steven Gray
Title: Assistant Director, ODNR
Date: January 23, 2026


Approved As To Form:

Patrick D. Riley
Lorain Law Director

EXHIBIT A

URBAN GRANT PROGRAM
APPLICATION FORM

Grant Applicant: City of Lorain

Unique Entity ID# FF77VMMYHRT3 State of Ohio Supplier ID# 0000102355

Project Lead: Provide the contact information of the grant administrator for the project.

Name: Linda OConnor

Email: linda_oconnor@cityoflorain.org

Phone: (440)204-2539

Address: 2132 West Park Drive
Lorain, OH 44053

Funding Requested (min \$15,000, max \$100,000): \$100,000.00 County: Lorain

\$ Population impacted by grant activities: 65,000

Census tracts (11 digits) in project:

Utilize the Eligible Communities Map available [HERE](#) (download size: 141.34 MB)

OR

Utilize the Eligible Communities Parcel List available [HERE](#) (download size: 217.08 KB)

39093023600	Oakwood Park	

**URBAN GRANT PROGRAM
APPLICATION FORM**

Scope of Work: Provide a detailed narrative that describes your project and the implementation timeline. Be sure to include relevant details on the portion of the project that will support tree planting. Attach additional pages if necessary.

Grant Application: Oakwood Park Tree Canopy Restoration Project
City of Lorain, Ohio

Project Overview

The City of Lorain, located in Lorain County in northeast Ohio along the shores of Lake Erie, is home to a diverse population of approximately 65,000 residents. Once a thriving industrial hub, Lorain has experienced economic decline and urban decay, with a 2024 poverty rate of 27.4%, which was 59.4% greater than the national average (11.1%).

One of the city's most pressing concerns is the deterioration of its urban tree canopy, particularly within Oakwood Park, the city's largest park, which serves a disadvantaged community. Due to budget constraints, the Lorain Parks & Recreation Department was largely inactive for several years, resulting in a lack of tree maintenance and replanting efforts.

Need for Funding

On August 6, 2024, an EF1 tornado devastated Oakwood Park, destroying over 100 mature trees and compromising the integrity of many more. The loss of these trees has left the park vulnerable to further environmental damage and safety hazards. Additionally, an earlier assessment by the Ohio Department of Natural Resources (ODNR) Division of Forestry had already identified the need for extensive tree removals and pruning, but the planned rehabilitation project was postponed due to the COVID-19 pandemic.

The city's administration is now prioritizing park revitalization, with a strong emphasis on restoring and enhancing the urban tree canopy. We anticipate phasing this project over the course of several years. During Phase I, the Lorain Parks & Recreation Department had 100 oak trees planted in Oakwood Park in late March 2025. Modern hydration technology was utilized, including the "tree diaper" irrigation system, to address staffing limitations for daily tree watering. The initial phase was funded through City of Lorain Storm Water funds. Phase II provides for the planting of 200 additional trees. The requested Urban Grant Program funds will be utilized to accomplish this second phase.

Project Objectives

The requested grant will enable Lorain to expand and sustain its tree restoration efforts in Oakwood Park and other city parks. The funding will support:

- * Tree Planting: Additional planting efforts to further restore the canopy in Oakwood Park and other parks.
- * Routine Pruning Cycles: Establishing an ongoing schedule for tree care and maintenance.
- * Young Tree Training Cycles: Ensuring proper shaping and development of newly planted trees.
- * Staff Training: Providing Parks Department staff with education and certification opportunities through regional Urban Forestry programs to ensure proper tree care and long-term sustainability.

Impact and Community Benefits

Restoring Lorain's tree canopy will have long-term environmental, aesthetic, and social benefits, including:

- * Enhancing air quality and reducing the urban heat island effect.
- * Improving stormwater management by reducing runoff and soil erosion.
- * Providing shaded recreational areas, encouraging outdoor activity.
- * Increasing property values and beautifying public spaces.
- * Strengthening the resilience of the city's green spaces against future natural disasters.

Conclusion

With this grant, the City of Lorain aims to accelerate the Oakwood Park restoration project and expand tree canopy enhancement efforts throughout its parks. This initiative will significantly benefit Lorain residents, ensuring that future generations enjoy the environmental and aesthetic advantages of a thriving urban forest.

We appreciate your consideration of our application and look forward to the opportunity to revitalize our community's natural landscape.

URBAN GRANT PROGRAM APPLICATION FORM

Describe how you have or plan to engage local citizens to gather input, identify interests and needs of the community and bring underrepresented viewpoints into decision making processes. Include information on engagement methods and how information will be used in decision making and implementation.

In 2016, an assessment conducted by the Ohio Department of Natural Resources (ODNR) determined that a significant portion of aged trees within Oakwood Park posed safety hazards and required removal. Concerned by the potential loss of the park's tree canopy, a group of dedicated Lorain citizens formed The Oakwood Tree Committee. Their primary mission was to protect and preserve the park's trees despite ODNR's recommendations. Through their efforts, city authorities agreed to delay the removal of all but the most hazardous trees.

To offset the loss, approximately 60 young trees (3/4"-1" caliper) were planted at Oakwood Park. However, due to limited experience in arboriculture and staffing shortages, only about 45 of these trees remain. Recognizing the need for expert guidance, The Oakwood Tree Committee now fully supports a collaborative approach, allowing the City of Lorain Parks Department to lead the restoration initiative.

Project Goals and Implementation: Our current plan involves a structured and strategic reforestation project led by the City of Lorain Parks Department in partnership with:

- * A certified arborist with extensive expertise in tree preservation and care.
- * A highly qualified nursery to supply healthy, resilient trees, which include a one year warranty.
- * Skilled nursery staff to ensure proper planting and maintenance.
- * The ODNR Division of Forestry, leveraging available programs and resources to maximize the impact of our efforts.

Community engagement is a key component of our initiative. We will keep the public informed and involved through:

- * Regular updates via social media platforms.
- * Public engagement events, including tree-planting days and educational workshops
- * Announcements in local media to raise awareness and encourage participation.
- * In addition to the tree canopy restoration project, we have introduced the "Living Legacy: Trees of Remembrance" program. This initiative allows community members to contribute to our reforestation efforts by sponsoring memorial trees in honor of loved ones. These trees will be planted in Lorain's parks, serving as lasting tributes while enhancing the city's green spaces. Since its inception in July 2025, six memorial tree have been donated through the Living Legacy program.

Budget: Complete the budget table and budget explanation that outlines the proposal request. Include leveraged funds that will be utilized in the project but are not part of the grant request. Leveraged funds can include in-kind services, supplies, or equipment use. Reference the DOF urban subaward grant manual for an explanation of each category. Describe who will work on the grant, what supplies will be purchased, and what portion of the project will be contracted. **THE DIVISION OF FORESTRY OBTAINED A MATCH WAIVER FOR THIS GRANT THAT IS PASSED ALONG TO ALL GRANT RECIPIENTS. NO MATCHING FUNDS ARE REQUIRED.** Leveraged funds are additional funds your community is investing in the work. It may help in explaining overall community commitment to urban forestry.

Budget Items	Funding Request (\$)	Leveraged Funds (\$)	Budget Detail/ Source of Leverage
Personnel			
Fringe			
Supplies	\$70,000.00	\$50,800.00	trees, mulch, soil moist, tree diapers, trunk protectors
Contractual	30,000.00		installation of 200 trees by The Greenleaf group
Travel			
Volunteer			
Other			
Indirect			
TOTAL	\$100,000.00	\$50,800.00	



**URBAN GRANT PROGRAM
APPLICATION FORM**

Budget Explanation:

\$51,600.00	200 varietal trees will purchased through Brett Lange and The Greenleaf Group from Lake County Nursery and other nurseries as needed in order to create the recommended forest diversity. The majority will be Oak varieties, including; Bur, Chinkpin, Red, Shummard, Willow, Swamp White, Shingle, Sawtooth, and Regal Prince, along with a small number of Maples and Elms.
\$3,600.00	Mulch
\$1,400.00	Soil Moist
\$11,000.00	36" Tree Diapers
\$2,400.00	36" Trunk Protectors
\$30,000.00	Labor to install, stake,mulch, add Soil Moist, place tree diapers & deer protection for 200 trees
\$100,000.00	TOTAL

Leveraged Funds of \$50,800: Purchase and placement of 100 trees within Oakwood Park, planted March 28-April 4, 2025, funded through City of Lorain Storm Water Funds.

Checklist for a completed application:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Authorizing council resolution (if applicable) | <input checked="" type="checkbox"/> <u>Unique Entity ID (UEI)</u> with active registration status in SAM.gov |
| <input checked="" type="checkbox"/> State of Ohio <u>Supplier ID Number</u> | <input checked="" type="checkbox"/> Signed statement certifying responsibility for maintenance |

IF ANY OF THESE ITEMS ARE MISSING YOUR APPLICATION MAY BE EXCLUDED FROM CONSIDERATION.

OPTIONAL ATTACHMENTS

- Planting Design
- City urban forest plan
- Summary of Risk Management / Tree Risk Assessment information
- i-Tree Landscape analysis summary
- Budget detail information
- Organization chart showing key project members
- Gantt Chart showing project timelines
- Existing relevant tree ordinance(s)
- Letter of support from tree commission



BOARD OF CONTROL REQUEST FORM

The Board of Control meeting is held on Wednesdays at 11:15 a.m. in Council Chambers.
(Meeting location, day and time is subject to change with advanced notice)

All requests must be received by no later than 10:00 a.m. on the Tuesdays prior to the meeting, or by 10:00 a.m. one day prior to the meeting when BOC is held on a day other than Wednesday.

<<< Answer all of the following questions for each request submitted >>>

- 1. Request Date: 3/9/2026
- 2. Name of Department Submitting Request: Public Property, Parks Division
- 3. Summary of Report: Tree planting materials and labor per terms of the ODNR Urban Forestry Grant which was awarded to City of Lorain in late 2025. Planting is set to take place in Spring 2026 and Fall 2026 at various city parks. The Greenleaf Group previously completed Phase I of the program in March 2025. ODNR grant funds have made it possible to add a second phase to the tree canopy enhancement project. Phase II will be completed in Spring 2026 and Fall 2026 per terms of our grant agreement. City of Lorain will be fully reimbursed by the Ohio Department of Natural Resources upon completion of the project.

- 4. Name of Vendor: The Greenleaf Group
- 5. Amount: \$100,000.00
- 6. Number of account to be used for funding: 2780.R278.6300.1500

7. VENDOR DETAIL

Sole Source Vendor - yes State Purchasing Vendor - No

List the names and the quote received from *at least* three vendors for the requested item;
Or, if bids were submitted, use this area to list vendor names and bid amounts.

Vendor #1 The Greenleaf Group \$100,000.00

Vendor #2 _____

Vendor #3 _____

Vendor #4 _____

- 8. The Treasurer's Office has verified that the vendor selected is registered with the City. Yes



**BOARD OF CONTROL
REQUEST FORM**

9. Is the amount requested due to a change order? No

10. If necessary, has City Council approved and when? 3/17/25 ORD 29-25



CITY OF LORAIN

Board of Control

2. h.

Meeting Date: 03/13/2026

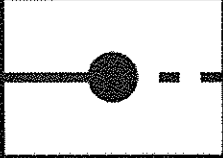
Subject:

A request from the Department of Public Property, Parks Division, to purchase one TLM Pro X Razor field & line marking robot plus software and accessories from Tiny Mobile Robots US, LLC for an amount not to exceed \$42,422.00. Tiny Mobile Robots holds the contract for this item through the Ohio Schools Council purchasing program, of which we are a member. Funding will be through account 1010.V100.3110.6700.1801. This was approved by Lorain City Council on 3/2/26, Ordinance 33-26.

Attachments

quote

BOC form



**TINY
MOBILE
ROBOTS**

CITY OF LORAIN

#20260224-144941289

Issued

February 24, 2026

Expires

March 26, 2026

TinyMobileRobots

1634 Cobb International Blvd NW

Kennesaw, Georgia 30152
United States

Nick Graham
ng@tinymobilerobots.com
+13808009826

Prepared for

City of Lorain
2132 West Park Drive
Lorain, Ohio 44055
United States

Linda O'connor
linda_oconnor@cityoflorain.org

Products & Services	Item #	Quantity	Unit price	Price
TLM Pro X Razor Includes All Sports Templates, Parking Lot Templates + Special Events. Tablet & App Software Included and updated by TinyMobileRobots. 1 Year of TinyConnectivity Included	100- 1155- 21- USAIC	1	\$41,990.00	\$41,990.00
Installation Included Free w/ Ohio Schools Council** Robot Configuration: Staff Training, Resources & Tech Support	120- 1036- 01- USSP	1	\$0.00	\$0.00
Pro X Maintenance Kit Includes common maintenance con- sumables: Spare Pump, Nozzles, Tubes & backup spray system	220- 1047- 01	1	\$990.00	\$990.00
6 Years TinyConnectivity Updates & Service Includes 5 Additional Years of Connectivity, Updates & Support (6 Years Total TinyConnectivity)	120- 1031- 01- AUSP	1	\$9,950.00	\$9,950.00 e
Extra Battery 36V-17400-3pol with Handle	420- 1001- 01- USRP	1	\$1,380.00	\$1,380.00
Custom Designs Template	110- 1017- 01- USSP	1	\$2,035.00	\$2,035.00
TinyMobilePaint \$4,000 One-Time- Purchase Package (Buy one, Get One) 44 Jug (2.5 Gallon per Jug) Ready-to- Spray Paint. No mixing, stirring or dilut-	610- 1013- 01- USPP	1	\$4,000.00	\$4,000.00

Products & Services	Item #	Quantity	Unit price	Price
ing required. This "Low Consumption Paint" can paint 11v11 soccer field in under 2 gallons.				
One-time subtotal				\$60,345.00
Ohio Schools Council Equipment & Training Discount				(\$12,040.00)
Ohio Schools Council Software Discount				(\$1,492.50)
Ohio Schools Council Battery & Maintenance Kit Discount				(\$355.50)
Free Custom Logo Tool				(\$2,035.00)
Free \$2,000 in Paint (BOGO)				(\$2,000.00)
Total				\$42,422.00
Total contract value				\$42,422.00

Comments

Shipping & Billing Information

***Please review the information below. If updates are needed, please complete the form below.**

Tax Exempt Status: Tax Exempt - Attach Form to Signed Quote

Public or Private: Public

Liftgate Requirements:

Billing Information

Contact Name:



Pro X

\$29,950.00 / EA

Qty:

[Add to Cart](#)

The Pro X is a state-of-the-art field-marking robot designed for ultimate templates and rapid setup, the Pro X saves time, labor, and resources.

Supplier

[TinyMobileRobots](#)

Contract

Ohio Schools Council

Supplier Part #

100-1151-21

Manufacturer

TinyMobileRobots

Manufacturer Part #

100-1151-21

UNSPSC

23153201

Lead Time

5 days

Specifications

[Click to view](#)



**BOARD OF CONTROL
REQUEST FORM**

10. If necessary, has City Council approved and when? 3/2/26, Ord 33-26



CITY OF LORAIN

Board of Control

2. i.

Meeting Date: 03/13/2026

Subject:

A request from the Department of Public Property, Garage division, to purchase parts to repair Street #28 from Hill International for an amount not to exceed \$6,571.49. Funding will be through account 7010.1701.6400.3500.

Attachments

BOC form
documents
quote

East Liverpool, OH 47866 Y & O Road 330.386.6440	Eighty Four, PA 300 Alton Hill Dr. 724.222.8680
St.Clairsville, OH 68139 International Dr	Aliquippa, PA 701 Steel Street 724.375.0859



THE TRUCK PEOPLE
HI
SINCE 1897



SERVICE INVOICE	
R205002531:01	
Date Invoiced:	3/9/2026
PO No:	2026-28
Terms:	NT10TH



BILL TO

CITY OF LORAIN - 32123
2132 WEST PARK DR
LORAIN OH 44055
P: (440) 204-2550

DELIVER TO

CITY OF LORAIN - 32123
2132 WEST PARK DR
LORAIN OH 44055
P: (440) 204-2550

DATE ARRIVED	DATE INVOICE	SALES TYPE	ADVISOR	TERMS	CUSTOMER REFERENCE			
3/5/2026 3:17:12PM	3/9/2026	SRET	PROCEDE	NT10TH	2026-28			
YEAR	MAKE	MODEL	VIN	CUSTOMER UNIT #	ENGINE HOURS	IN SERVICE	Component Serial #	ODOMETER
2013	INTERNATIONAL	7000 SERIES	1HTWDAZR0DH404061	28	0	8/2/2013		49193

Sold Operations

JOB #1 103003: DIAMOND EDGE INSPECTION CHECKLIST

COMPLAINT COURTESY INSPECTION
CAUSE
CORRECTION

QTY	ITEM	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTD PRICE
	LABOR A81-2003A	Courtesy Inspection			0.00

JOB #1 Subtotal: Prepay: \$0 Parts: \$0 Labor: \$0 Misc: \$0 Sublet: \$0 \$0.00

CONTINUED >>



East Liverpool, OH 47866 Y & O Road 330.386.6440	Eighty Four, PA 300 Alton Hill Dr. 724.222.8680
St.Clairsville, OH 68139 International Drive 740.312.1012	Aliquippa, PA 701 Steel Street 724.375.0859



SERVICE INVOICE: R205002531:01

ESTIMATE: 5050128v0

Sold Operations (Cont.)

JOB #2 NV-SE(NAVISTAR JOB SECTION)

COMPLAINT POOR ACCELERATION AND PERFORMANCE: NEW DPF, CROSSOVER TUBE GASKET, INTAKE TEMP AND PRESSURE SENSORS
CAUSE FAILED EGR COOLER, STICKING EGR VALVE, FAILED DSI METERING UNIT
CORRECTION An operational check and visual inspection were performed. The unit initially had an inactive fault code 2659-14 (AFT2 fuel pressure) logged.

Low power diagnostics and inspection were completed, and the unit was brought up to operating temperature. A MAF calibration was attempted; however, the calibration failed.

Further diagnostics were performed, including a MAF calibration system test and inspection. The unit was again brought to operating temperature and AMT and OBFCT tests were performed. During the OBFCT test, fault 2659-14 (AFT2 fuel pressure) logged again. During the AMT test, additional faults 3556-1 and 132-14 related to the EGR valve/system were logged.

Diagnostics were performed following the FCAP procedure for faults 3556-1 and 132-14. Verification of VEF, MAF coefficient values, and parameter checks was completed. EGR and intake system tests were also conducted, including snapshot comparison testing. Results showed MAF mean values and IM readings below specification.

Inspection confirmed the EGR valve opens and closes but briefly hangs in the open position, and a clogged EGR cooler was also found.

Diagnostics continued for fault 2659-14 (AFT2 fuel pressure). A DSI system inspection and fuel pressure checks were completed following FCAP procedures. Testing confirmed the AFT2 pressure sensor located in the DSI metering unit is faulty and will require replacement.

Recommended Repairs

Replace clogged EGR cooler

Replace sticking EGR valve

Perform MAF calibration after repairs

Replace DSI metering unit (faulty AFT2 pressure sensor)

Retest unit after repairs to verify proper operation

CUSTOMER DECLINED REPAIRS

QTY	ITEM	DESCRIPTION	LIST PRICE	UNIT PRICE	EXTD PRICE
	LABOR A81-2002A	General Diagnostics			360.00
1	COMP	TECHNOLOGY & SOFTWARE ACCESS FEE		125.00	125.00

JOB #2 Subtotal: Prepay: \$0 Parts: \$0 Labor: \$360.00 Misc: \$125.00 Sublet: \$0 \$485.00

CONTINUED >>

2 Operations Totals

Prepay: \$0.00 Parts: \$0.00 Labor: \$360.00 Misc: \$125.00 Sublet: \$0.00 \$485.00



East Liverpool, OH 47866 Y & O Road 330.386.6440	Eighty Four, PA 300 Alton Hill Dr. 724.222.8680
St. Clairsville, OH 68139 International Drive 740.312.1012	Aliquippa, PA 701 Steel Street 724.375.0859



SERVICE INVOICE: R205002531:01
ESTIMATE: 5050128v0

All estimates are valid for 30 days. All charge invoices are due and payable by the 10th of the month following purchase. Past due accounts are subject to a delinquency charge of 2% per month which is an Annual Percentage Rate of 24%. Payment of delinquency charge is not an alternative to payment in full. I hereby agree to pay collection costs and reasonable attorney's fees if I fail to pay within terms.

ALL RETURNS MUST BE ACCOMPANIED BY THIS INVOICE. ALL RETURNED PARTS SUBJECT TO A 20% HANDLING CHARGE. NO CORE CREDIT GRANTED AFTER 90 DAYS. ABSOLUTELY NO RETURNS ON ELECTRICAL PARTS OF SPECIAL ORDER PARTS.

Warranty Disclaimer: ANY WARRANTIES ON THE PRODUCTS SOLD HEREBY, ARE THOSE MADE BY THE MANUFACTURER. THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SELLER NEITHER ASSUMES NOR AUTHORIZES AND OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH SALE OF SAID PRODUCTS. I HAVE READ AND UNDERSTAND DISCLAIMER OF WARRANTY, I HEREBY AUTHORIZE THE REPAIR WORK TO BE DONE ALONG WITH NECESSARY MATERIALS. YOU AND YOUR EMPLOYEES MAY OPERATE VEHICLE FOR PURPOSES OF TESTING, INSPECTION OR DELIVER AT MY RISK. AN EXPRESS MECHANIC'S LIEN IS ACKNOWLEDGED ON VEHICLE TO SECURE THE AMOUNT OF REPAIRS THERETO. YOU ARE NOT RESPONSIBLE FOR LOSS OR DAMAGE TO THE MOTOR VEHICLE OR ITS CONTENTS DUE TO COLLISION NOT DUE TO YOUR NEGLIGENCE; OR DUE TO FIRE, THEFT OR OTHER CASUALTY REGARDLESS OF WHETHER OR NOT SURE FIRE, THEFT OR OTHER CASUALTY IS DUE TO YOUR NEGLIGENCE; AND YOU AND YOUR AGENTS ARE HEREBY RELEASED FROM ANY AND ALL CLAIMS FOR SUCH LOSS AND DAMAGE.

Parts Disclaimer: PART NUMBERS HEREIN ARE USED FOR IDENTIFICATION PURPOSES ONLY. PARTS MAY NOT BE SOURCED FROM THE ORIGINAL EQUIPMENT MANUFACTURER.

LABOR	\$360.00
PARTS	\$0.00
MISC	\$125.00
SUBLET	\$0.00
SUBTOTAL	\$485.00
SHOP SUPPLIES	\$32.40
MISC SUPPLIES	\$0.00
TAX	\$0
TOTAL	\$517.40

Please Remit Payment to:
HILL INTERNATIONAL TRUCKS,
LLC.
P.O BOX 2170
East Liverpool, OH 43920
330-386-6440

AUTHORIZED BY _____

DATE _____



East Liverpool, OH 47866 Y & O Road 330.386.6440	Eighty Four, PA 300 Alton Hill Dr. 724.222.8680
St.Clairsville, OH 68139 International Drive	Aliquippa, PA 701 Steel Street 724.375.0859



THE TRUCK PEOPLE
HILL
SINCE 1897

ESTIMATE	
E205004361	
Date Invoiced:	
PO No:	
Terms:	NT10TH



BILL TO
CITY OF LORAIN - 32123
2132 WEST PARK DR
LORAIN, OH 44055

DELIVER TO
CITY OF LORAIN - 32123
2132 WEST PARK DR
LORAIN OH 44055
P: (440) 204-2550

ESTIMATE

DATE CREATED	OPENED BY	INVOICED BY	ORIGINAL DOCUMENT	CUSTOMER UNIT #	VIN	SALE TYPE	SHIPPING METHOD
03/09/2026	3823	3823				PRET	BEST WAY POSSIBLE

QTY SHP	QTY B/O	ITEM	DESCRIPTION	QTY OH	UNIT PRICE	EXTD PRICE
1		205N/5012354R91	Sustainable I334 EGR Cooler Ki	1	3,794.05	3,794.05
1		205N/5012354R91-CORE	Sustainable I334 EGR Cooler Ki	0	520.00	520.00
1		205N/5011551R1	Valve, Remanufactured Metering	0	508.83	508.83
1		205N/5011551R1-CORE	Valve, Remanufactured Metering	0	104.00	104.00
1		205N/5012972R91	Sustainable I334 EGR Valve Kit	1	900.53	900.53
1		205N/5012972R91-CORE	SUSTAINABLE I334 EGR VALVE KIT	0	130.00	130.00
4		205D/FLTRELCS050G	Coolant	285	7.75	31.00
1		205N/1886331C94	Tube Assembly Coolant Supply	1	147.00	147.00
1		205N/7080387C92	Tube Assembly Coolant Return	1	162.48	162.48
1		205N/7078618C1	Tube, Injector Cooler, Outlet	1	149.29	149.29
1		205N/7078617C1	Tube, Injector Cooler, Inlet	0	124.31	124.31

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SUB-TOTAL	\$ 6,571.49
TAX	0.00
	0.00
TOTAL	\$ 6,571.49

Please Remit Payment to:
HILL INTERNATIONAL TRUCKS,
LLC.
P.O BOX 2170
East Liverpool, OH 43920
330-386-6440

SIGNATURE X _____





CITY OF LORAIN

Board of Control

2. j.

Meeting Date: 03/13/2026

Subject:

The Department of Public Property, Streets Division, wishes to purchase one Kubota tractor with attachments from KTS Equipment, Inc. for a total amount not to exceed \$35,215.00. This was approved by Lorain City Council on 3/2/26, Ordinance 33-26. KTS holds Sourcewell contract pricing. Funding will be through account 1010.V100.3110.6700.1801.

Attachments

BOC Request Form

Quote

Ordinance

-- Standard Features --

-- Custom Options --



V Series RTVX2C-SKLH-1

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model Kubota D1105
 3 Cyl. 68.5 cu in
 +23.3 Gross Eng HP
 75 Amp Alternator

TRANSMISSION

VHT-X
 Variable Hydro Transmission
 Forward Speeds:
 Low 0 - 15 mph
 High 0 - 25 mph
 Reverse 0 - 17 mph
 Limited-slip Front Differential
 Rear differential lock

HYDRAULICS

Hydrostatic Power Steering
 with manual tilt-feature
 Hydraulic Cargo Dump
 Hydraulic Oil Cooler

FLUID CAPACITY

Fuel Tank 7.9 gal
 Cooling 8.3 qts
 Engine Oil 4.3 qts
 Transmission Oil 1.8 gal
 Brake Fluid 0.4 qts

CARGO BOX

Width 57.7in
 Length 40.5 in
 Depth 11.2 in
 Load Capacity 1102 lbs
 Vol. Capacity 15.2 cu ft

+ Manufacturer Estimate

TIRES AND WHEELS

ATV Tire 25 x 10 - 12, 6 ply
 HDMP Tires 25 x 10 - 12, 6 ply

KEY FEATURES

Factory Cab with A/C, Heater,
 Defroster
 Digital Multi-meter
 Fully-opening roll-down side
 windows
 Speedometer
 Pre-wired w/ speakers/antenna for
 stereo
 Front Independent Adjustable
 Suspension
 Rear Independent Adjustable
 Suspension
 Brakes - Front/Rear Wet Disc
 Rear Brake Lights / Front
 Headlights
 2" Hitch Receiver, Front and Rear
 Deluxe 60/40 split bench seats
 with driver's side seat adjustment
 Underseat Storage Compartments
 Deluxe Front Guard
 (radiator guard, bumper, and lens
 guard)

DIMENSIONS

Width 63.2 in
 Height 81.9 in
 Length 120.3 in
 Wheelbase 80.5 in
 Tow Capacity 1300 lbs
 Ground Clearance 10.4 in
 Suspension Travel 8 in
 Turning Radius 13.1 ft

SAFETY EQUIPMENT

SAE J2194 & OSHA 1928 ROPS
 Horn
 Dash-mounted Parking Brake
 Spark Arrestor Muffler
 Retractable 2-point Seat Belts

RTVX2C-SKLH-1 Base Price: \$31,399.00

Selected Kubota Attachments

(1) Turn Signal/Hazard Light Kit K7741-99810-Turn Signal/Hazard Light Kit	\$298.02
(1) LED FRONT WORK LIGHTS KIT (2) 77700-11811-LED FRONT WORK LIGHTS KIT (2)	\$184.99
(1) LED REAR WORK LIGHT KIT (1) 77700-11812-LED REAR WORK LIGHT KIT (1)	\$99.99
(1) STROBE LIGHT MOUNT KIT 77700-VCS058-STROBE LIGHT MOUNT KIT	\$187.95
(2) SINGLE SIDE MIRROR - CAB (1) 77700-V5059-SINGLE SIDE MIRROR - CAB (1)	\$237.64
(1) BACKUP ALARM K7591-99840-BACKUP ALARM	\$218.93
(1) TRAILER HITCH - BALL MOUNT 77700-V5200-TRAILER HITCH - BALL MOUNT	\$69.53

Total Kubota Attachments: \$1,297.05

Total Attachments: \$1,297.05

Configured Price: \$32,696.05

Sourcewell Discounts:

Kubota Items: (\$7,193.13)

Total Discount: (\$7,193.13)

SUBTOTAL: \$25,502.92

1Yr RTVX2C-SKLH-1 Extended Warranty \$850.00

Kubota Item Fees:

Dealer Assembly: \$430.83

Freight Cost: \$881.25

PDI: \$400.00

FINISH ASSEMBLY, FUEL, PREDELIVERY \$200.00

Total Unit Price: \$28,265.00

Quantity Ordered: 1

Final Sales Price: **\$28,265.00**

Purchase Order Must Reflect Final Sales Price.

To order, place your Purchase Order directly with the quoting dealer

*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.



KTS Equipment, INC.
47117 ST Rt 18 West
Wellington, Ohio 44090
(440) 647-2015 FAX (440) 647-6593
KTSEQUIPMENT.COM



E MAIL:

LARRY@KTSEQUIPMENT.COM 02.10.2026

The City of Lorain
2132 West Park Drive
Lorain Ohio 44053

Attn : Mr. Robert Evans

We are pleased to quote as follows:

Kubota Front Snow Blade model V5060 72 inch wide

Electric lift and angle

To be Mounted on to a new Kubota Vehicle

\$6,150. Total price

Kubota Sprayer in the box , not mounted , clamps to the vehicle bed

Model 12146 60 gallon tank 25 foot of hose with gun

\$800. Total price

Thankyou for your interest !!

Larry Krystowski



ORDINANCE NO. 33-26

AN ORDINANCE AUTHORIZING THE SAFETY SERVICE DIRECTOR TO PURCHASE EQUIPMENT NEEDED BY THE CITY OF LORAIN DEPARTMENT OF PUBLIC PROPERTY AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance 235-23 monies borrowed from Bank of America for the purchase of equipment through a financing program known as a capital lease in the total amount of \$7,166,422.55; and

WHEREAS, there are additional funds available from the Bank of America Capital Lease funding pursuant to Ordinance 235-23 in the amount of \$83,000.00 remaining; and

WHEREAS, the city Department of Public Property has recommended that additional equipment needed for its operations should be purchased with the remaining capital lease funds of \$83,000.00. as specifically identified in Exhibit A hereto.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LORAIN, STATE OF OHIO:

SECTION I. The Safety Service Director is hereby authorized to purchase the items of equipment set forth in Exhibit A hereto.

SECTION II. The cost of items of equipment set forth in Exhibit A hereto shall not exceed the total sum of \$83,000.00 and shall be paid from account number 1010.V100.3110.6700.1801.

SECTION III. That it is found and determined that all formal actions of this Council concerning and relating to the passage 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 actions were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION IV. That this ordinance is hereby declared to be an emergency, the nature of which is the immediate need to secure equipment necessary for the purpose of providing services for continued health, welfare, and safety of the citizens of Lorain. Therefore, this ordinance shall take effect immediately upon its passage and approval by the Mayor, providing that it meets the statutory requirements for passage, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

MAYOR

APPROVED: _____, 2026

EXHIBIT A

(a) STREET DEPT - \$3,040,565.81

- 4 - 5 Ton Dump Truck Chassis
- 4 -Snowplow package
- 2 -Bobcats (skid steer)
- 1 -Escape
- 1 -Tractor
- 1 -Spartan leaf Pro
- 1 -Wirtgen W150xfi Milling Machine
- 4- Ford F350
- 1- Tack Trailer
- 1- Tree Truck
- 1- Flat Bed Truck
- 1- 7.5 ton Tilt Bed Trailer
- 1- 20 ton Tilt Bed Trailer
- 1- 4 ton Roller
- 1- Concrete Saw
- 1 Tamper \$2,465.00
- 1- Kubota Tractor with Attachments \$35,215.00

(b) PARK DEPARTMENT - \$446,302.96

- 1 – Bob Cat (skid steer)
- 1 – Backhoe
- 2 - F250
- 2 – Plow package
- 1 - Tractor
- 2 – Landscape Trailers
- 2- Backpack Blowers \$868.98
- 2- Handheld Blowers \$521.38
- 2- Trimmers \$600.38
- 3- Chainsaws \$2,529.87
- 1- Zero Turn Mower \$10,647.00
- 1- TLM Pro X Razor Robot \$29,950.00

(c) CEMETERY - \$105,422.00

- 1 – Backhoe

(d) UTILITIES – SEWER - \$1,985,109.00

- 1- Ramjet
- 1-Vactor
- 1-Service truck
- 5- Chevy 1500
- 1-Plow Package
- 1 – 5 ton truck chassis
- 1- Dump Body
- 1– 1 ton dump
- 1-Excavator 308

1- Chevy 2500
2- 60" zero turn
1-Skidsteer

(e) **UTILITIES – DISTRIBUTION - \$527,149.00**

1 – Excavator 304
1- 5 ton chassis
1 – Dump body
1 – Chevy 3500
1- Chevy 2500

(f) **UTILITIES – BLACK RIVER - \$187,000.00**

1 – Semi day cab

(g) **UTILITIES – PURIFICATION - \$67,500.00**

1 – Chevy 2500
1- Plow Package

(h) **LORAIN POLICE- \$635,485.00**

(i) 1-Dog catcher truck
113- vehicle radio equipment