



LORAIN CITY COUNCIL

Regular Meeting Agenda

Monday, February 16, 2026 @ 6:00 p.m.

1. **OPENING OF COUNCIL:** Prayer and the Pledge of Allegiance.
2. **ROLL CALL:**
3. **DISPOSITION OF MINUTES:**
4. **CORRESPONDENCE/REPORTS FROM DIRECTORS, BOARDS AND COMMISSIONS & OTHER GOVERNMENTAL AGENCIES**
 - a. Parks, Cemetery, and Street Departments 2025 Annual Report to Council.
 - b. Lorain Planning Commissions recommendation to Council for the denial of rezoning ZCA 1-2026 located at 1051 Meister Rd., PPN 02-01-006-184-022, from a B-2 to I-1.
 - c. Lorain Planning Commissions recommendation to Council for approval of a Preliminary Development Plan, PDP 1-2026, for residential new construction, located at Lighthouse Pointe, PPN's 02-02-009-101-089 and 02-02-008-107-061.
5. **PUBLIC COMMENTS:** (The sign-in sheet will be collected prior to commencement of the meeting) The two (2) minute per person limit and twenty (20) minute max will be observed.
6. **COMMITTEE REPORTS: None.**
7. **LEGISLATION - FIRST READING:**
 - a. ____ Reso. approving & adopting the Urban Agriculture Plan, "Growing Together" auth its submission to the US Dept of Agriculture as Lorain's official Urban Agriculture Plan.
 - b. ____ Ord. auth the Mayor and/or S/S Director to accept the 2026 NOPEC Community Event Sponsorship Program Award.
 - c. ____ Ord. auth the Mayor to accept the 2026 NOPEC Energized Community Grant.
 - d. ____ Ord. auth the S/S Director to enter into agreement with CCI for the use of space on the Johnnie Wilson water tower to install a radio antenna.
 - e. ____ Ord. auth the S/S Director to authorize the purchase of equip & materials related to the 2 pumps at the Black River WWTP.
 - f. ____ Ord. auth the S/S Director to enter into an agreement with CapChase Inc. for Barracuda Networks prof services & equip related to cloud storage & cybersecurity.
 - g. ____ Ord. auth the S/S Director to accept & enter into an agreement with the Director of ODOT & receive funding dollars for the Sherwood Bridge Rehab Project.
 - h. ____ Ord. auth the S/S Director to enter into agreement with DLZ Ohio, Inc for the Lorain SRTS 2026 Project.
 - i. ____ Ord. levying special assessments for the construction of sidewalks in various locations within the City of Lorain.
 - j. ____ Ord. auth the issuance & sale of bonds in a max amt of \$600,000 for the purpose of paying the costs of municipal parks & rec facilities.
8. **LEGISLATION - SECOND READING:**
 - a. ____ Reso. auth the S/S Director to waive the requirement for the installation of sidewalk at 4725 Meister Rd.

9. **LEGISLATION - THIRD READING: None.**

10. **COMMITTEE CALLS:**

- February 23, 2026 @ 5:30pm - Public Hearing to discuss ZCA 3-2025; the rezoning of 2973 G. Street from B2 to R2; and Building and Lands Committee Meeting to discuss Urban Agriculture.
- March 16, 2026 @ 5:30pm - Public Hearing to discuss ZCA 1-2026; the rezoning of 1051 Meister Rd. from B2 to I1.
- March 23, 2026 @ 5:30pm - Public Hearing to discuss a preliminary development plan, PDP 1-2026, located at Lighthouse Pointe.
- April 13, 2026 @ 5:30pm - Finance Committee for a quarterly budget update.

11. **ADJOURNMENT.**



CITY OF LORAIN

City Council Regular Meeting

4. a.

Meeting Date: 02/16/2026

Submitted by: Tim Shinsky

PURPOSE AND BACKGROUND

We wish to submit the 2025 Annual Reports for Parks, Cemetery, and Street Departments.

RECOMMENDATION TO COUNCIL:

We recommend Council approve the Annual Reports.

Attachments

Cemetery Annual Report 2025

Street Annual Report 2025

Parks Annual Report 2025

Form Review

Inbox	Reviewed By	Date
Garcia	Lori Garcia	02/11/2026 08:07 AM
Carrion	Rey Carrion	02/12/2026 02:56 PM
Breanna Dull	Breanna Dull	02/13/2026 07:34 AM
Form Started By: Tim Shinsky		Started On: 02/11/2026 07:58 AM
Final Approval Date: 02/13/2026		



**LORAIN CEMETERY
DEPARTMENT**

**2025
ANNUAL REPORT**

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Cost Summary By Task with Equipment Hours

Task	Reg Labor		OT Labor		Equipment	Material	Total
	Hours	Cost	Hours	Cost	Cost	Cost	Cost
CEM BUILDING MAINTENANCE	126.00	\$4,562.71	0.00	\$0.00	\$302.30	\$0.00	\$4,865.01
CEM EQUIPMENT MAINTENANCE	135.00	\$4,921.93	0.00	\$0.00	\$270.48	\$0.00	\$5,192.41
CEM RECORDS UPDATING	44.00	\$2,103.72	0.00	\$0.00	\$0.00	\$0.00	\$2,103.72
CEMETERY BRANCHES	82.00	\$2,935.82	0.00	\$0.00	\$615.74	\$0.00	\$3,551.56
CEMETERY GROUNDS MAINTENANCE	269.00	\$10,658.23	18.00	\$702.00	\$6,007.62	\$0.00	\$17,367.85
CEMETERY SNOW PLOWING	89.00	\$3,518.04	2.00	\$77.36	\$1,461.22	\$0.00	\$5,056.62
CEMETERY TRASH	65.50	\$2,404.06	0.00	\$0.00	\$1,022.96	\$0.00	\$3,427.02
CEMETERY TREES	170.00	\$6,666.11	0.00	\$0.00	\$3,502.46	\$0.00	\$10,168.57
FLOWER REMOVAL	80.50	\$3,090.54	0.00	\$0.00	\$1,237.28	\$0.00	\$4,327.82
FOUNDATIONS	204.50	\$7,965.37	0.00	\$0.00	\$1,329.76	\$0.00	\$9,295.13
FUNERAL SERVICE	258.00	\$10,324.46	82.80	\$3,175.91	\$9,523.29	\$0.00	\$23,023.66
FUNERAL SET UP	133.00	\$5,261.77	27.00	\$1,008.17	\$2,957.13	\$0.00	\$9,227.07
GRAVE DIGGING	241.00	\$9,457.27	6.00	\$271.44	\$6,381.13	\$0.00	\$16,109.84
GRAVE REPAIR	50.00	\$1,958.78	0.00	\$0.00	\$838.48	\$0.00	\$2,797.26
GRAVE STONE LEVELING	313.00	\$12,303.87	0.00	\$0.00	\$5,344.70	\$0.00	\$17,648.57
GRAVE STONE MOVING	52.50	\$2,052.59	0.00	\$0.00	\$992.09	\$0.00	\$3,044.68
GRAVE STONE PLACING	45.50	\$1,758.14	0.00	\$0.00	\$776.56	\$0.00	\$2,534.70
LEVELING SUNKEN GRAVES	15.00	\$594.90	0.00	\$0.00	\$266.40	\$0.00	\$861.30
MOWING CEMETERY	1,684.25	\$65,894.47	0.00	\$0.00	\$16,620.40	\$0.00	\$82,514.87
OFFICE WORK CEMETERY	177.00	\$8,369.86	0.00	\$0.00	\$17.00	\$0.00	\$8,386.86
PROBING	121.00	\$4,780.79	0.00	\$0.00	\$1,140.90	\$0.00	\$5,921.69
SEEDING CEMETERY	6.00	\$237.96	0.00	\$0.00	\$106.56	\$0.00	\$344.52
TRIMMING CEMETERY	498.50	\$19,614.84	0.00	\$0.00	\$4,701.01	\$0.00	\$24,315.85
Tasks: 23	4,860.25				\$65,415.47		\$262,086.57
Activities: 2,501		\$191,436.22		\$5,234.88		\$0.00	

ANNUAL TOTALS	Foundation	Tent	Grave	Cemetery Fee	Open/Close	Recording Fee	2nd. Right	*Transfer Fee *Late Arrival *Saturday Burial	Total
25-Jan	\$950.00		\$3,000.00	\$450.00	\$9,000.00	\$495.00		\$975.00	\$14,870.00
25-Feb	\$2,850.00		\$1,000.00	\$150.00	\$2,700.00	\$275.00	\$400.00	\$1,200.00	\$8,575.00
25-Mar	\$2,950.00		\$2,000.00	\$300.00	\$5,250.00	\$275.00			\$10,775.00
25-Apr	\$5,050.00		\$6,000.00	\$900.00	\$6,900.00	\$385.00	\$200.00	\$975.00	\$20,410.00
25-May	\$1,900.00		\$3,695.00	\$600.00	\$3,600.00	\$220.00	\$200.00	\$830.00	\$11,045.00
25-Jun	\$1,900.00		\$2,000.00	\$300.00	\$4,800.00	\$275.00	\$200.00	\$600.00	\$10,075.00
25-Jul	\$2,375.00		\$3,695.00	\$600.00	\$4,800.00	\$330.00	\$400.00	\$600.00	\$12,800.00
25-Aug	\$3,800.00		\$695.00	\$150.00	\$2,550.00	\$165.00	\$200.00	\$600.00	\$8,160.00
25-Sep	\$950.00		\$3,695.00	\$600.00	\$8,400.00	\$495.00	\$200.00	\$1,800.00	\$16,140.00
25-Oct	\$950.00		\$4,000.00	\$600.00	\$7,650.00	\$550.00	\$400.00	\$2,400.00	\$16,550.00
25-Nov	\$6,000.00		\$3,000.00	\$450.00	\$4,200.00	\$220.00		\$600.00	\$14,470.00
25-Dec	\$1,425.00		\$10,125.00	\$1,575.00	\$10,500.00	\$550.00		\$2,400.00	\$26,575.00
TOTAL	\$31,100.00		\$42,905.00	\$6,675.00	\$70,350.00	\$4,235.00	\$2,200.00	\$12,980.00	\$170,445.00

MONTH	Foundation	Tent	Grave Space	Cemetery Fee	Open/Close	Recording Fee	2nd Rite	* Saturday fee * Late arrival * Transfer fee	Total
Jan-25			\$1,000.00	\$150.00	\$1,050.00	\$55.00			\$2,255.00
					\$1,050.00	\$55.00			\$1,105.00
					\$1,050.00	\$55.00			\$1,105.00
					\$600.00	\$55.00			\$655.00
					\$1,050.00	\$55.00		\$600.00	\$1,705.00
					\$1,050.00	\$55.00			\$475.00
					\$1,050.00	\$55.00			\$1,105.00
					\$1,050.00	\$55.00			\$1,105.00
					\$1,050.00	\$55.00			\$2,255.00
			\$1,000.00	\$150.00	\$1,050.00	\$55.00			\$2,255.00
			\$3,000.00	\$450.00	\$9,000.00	\$495.00		\$975.00	\$14,870.00
			\$950.00						\$14,870.00
MONTH	Foundation	Tent	Grave	Cemetery Fee	Open/Close	Recording Fee	2nd. Rite	* Saturday fee * Late arrival * Transfer fee	Total
Feb-25									\$475.00
									\$475.00
					\$600.00	\$55.00		\$600.00	\$1,255.00
						\$55.00	\$200.00		\$255.00
						\$55.00	\$200.00		\$255.00
									\$1,150.00
			\$1,000.00	\$150.00					\$475.00
					\$1,050.00	\$55.00		\$600.00	\$1,705.00
					\$1,050.00	\$55.00			\$475.00
					\$1,050.00	\$55.00			\$1,105.00
					\$1,050.00	\$55.00			\$475.00
			\$2,850.00	\$150.00	\$2,700.00	\$275.00	\$400.00	\$1,200.00	\$8,575.00

						\$1,050.00	\$55.00		\$600.00	\$1,705.00
	\$950.00		\$4,000.00	\$600.00	\$7,650.00	\$550.00	\$400.00	*Saturday fee *Late arrival *Transfer fee	\$2,400.00	\$16,550.00
MONTH	Foundation	Tent	Grave	Cemetery Fee	Open/Close	Recording Fee	2nd. Right	*Saturday fee *Late arrival *Transfer fee	Total	
Nov-25			\$1,000.00	\$150.00	\$1,050.00	\$55.00			\$2,255.00	
	\$475.00								\$475.00	
	\$475.00								\$475.00	
	\$575.00								\$575.00	
	\$475.00								\$475.00	
	\$475.00								\$475.00	
	\$575.00								\$575.00	
	\$475.00								\$475.00	
	\$475.00								\$475.00	
	\$575.00								\$575.00	
	\$475.00								\$475.00	
	\$475.00								\$475.00	
	\$575.00								\$575.00	
	\$950.00								\$950.00	
	\$6,000.00		\$3,000.00	\$450.00	\$4,200.00	\$220.00		*Saturday fee *Late arrival *Transfer fee	\$600.00	\$14,470.00
MONTH	Foundation	Tent	Grave	Cemetery Fee	Open/Close	Recording Fee	2nd. Right	*Saturday fee *Late arrival *Transfer fee	Total	
Dec-25			\$1,000.00	\$150.00	\$1,050.00	\$55.00			\$2,255.00	
			\$1,000.00	\$150.00	\$1,050.00	\$55.00			\$2,255.00	
			\$1,000.00	\$150.00	\$1,050.00	\$55.00			\$2,255.00	
	\$475.00								\$475.00	
			\$1,700.00	\$300.00					\$2,000.00	
			\$425.00	\$75.00					\$500.00	
					\$1,050.00	\$55.00			\$1,105.00	
			\$1,000.00	\$150.00	\$1,050.00	\$55.00			\$2,255.00	
									\$475.00	
			\$1,700.00	\$300.00					\$2,000.00	
			\$425.00	\$75.00					\$500.00	
					\$1,050.00	\$55.00			\$1,105.00	
			\$1,000.00	\$150.00	\$1,050.00	\$55.00			\$2,255.00	
									\$475.00	
			\$1,700.00	\$300.00					\$2,000.00	
			\$425.00	\$75.00					\$500.00	
					\$1,050.00	\$55.00			\$1,105.00	
			\$1,000.00	\$150.00	\$1,050.00	\$55.00			\$2,255.00	

				\$1,050.00	\$55.00			\$1,105.00
		\$1,000.00	\$150.00	\$1,050.00	\$55.00		\$600.00	\$2,855.00
		\$1,000.00	\$150.00					\$1,150.00
		\$1,000.00	\$150.00	\$1,050.00	\$55.00		\$600.00	\$2,855.00
		\$1,000.00	\$150.00	\$1,050.00	\$55.00		\$600.00	\$2,855.00
				\$1,050.00	\$55.00		\$600.00	\$1,705.00
	\$475.00							\$475.00
	\$475.00							\$475.00
	\$1,425.00	\$10,125.00	\$1,575.00	\$10,500.00	\$550.00		\$2,400.00	\$26,575.00

FUNERAL

GRAVE STONE MOVING

MANHOURS	52.50	\$	2,052.59
EQUIPMENT COSTS		\$	992.09

PROBE

MANHOURS	121.00	\$	4,780.79
EQUIPMENT COSTS		\$	1,140.90

GRAVE DIGGING

MANHOURS	241.0	\$	9,457.27
OT MANHOURS	6.0	\$	271.44
EQUIPMENT COSTS		\$	6,381.13

FUNERAL SET UP

MANHOURS	133.00	\$	5,261.77
OVERTIME HOURS	27.00	\$	1,008.17
EQUIPMENT COSTS		\$	2,987.13

FUNERAL SERVICE

MANHOURS	258.00	\$	10,324.46
OVERTIME HOURS	82.80	\$	3,175.91
EQUIPMENT COSTS		\$	9,523.29

TOTAL DEPARTMENT COSTS		\$	57,356.94
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GRAVE MAINTENANCE

STONE LEVELING

MANHOURS	313.0	\$	12,303.87
EQUIPMENT COSTS		\$	5,344.70

FOUNDATIONS

MANHOURS	204.50	\$	7,965.37
EQUIPMENT COSTS		\$	1,329.76

GRAVE STONE PLACING

MANHOURS	45.50	\$	1,758.14
EQUIPMENT COSTS		\$	776.56

GRAVE REPAIR

MANHOURS	50.0	\$	1,958.78
EQUIPMENT COSTS		\$	838.48

TOTAL DEPARTMENT COSTS		\$	32,275.66
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GROUNDS MAINTENANCE

BRANCHES

MANHOURS	82.00	\$2,935.82
EQUIPMENT COSTS		\$615.74

MOWING

MANHOURS	1684.25	\$65,894.47
EQUIPMENT COSTS		\$16,620.40

TRIMMING

MANHOURS	498.50	\$19,614.84
EQUIPMENT COSTS		\$4,701.01

SNOW PLOWING

MANHOURS	89.00	\$3,518.04
OT MANHOURS	2.00	\$77.36
EQUIPMENT COSTS		\$1,461.22

TRASH REMOVAL

MANHOURS	65.50	\$2,404.06
EQUIPMENT COSTS		\$1,022.96

FLOWER REMOVAL

MANHOURS	80.50	\$3,090.54
EQUIPMENT COSTS		\$1,237.28

TOTAL DEPARTMENT COSTS		\$123,193.74
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BUILDING/EQUIPMENT MAINTENANCE

BUILDING

MANHOURS	126	\$	4,562.71
EQUIPMENT COSTS		\$	302.30
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TOTAL DEPARTMENT COSTS		\$	4,865.01

EQUIPMENT

MANHOURS	135	\$	4,921.93
EQUIPMENT COSTS		\$	270.48
MATERIAL COSTS		\$	-
<hr/>			
TOTAL DEPARTMENT COSTS		\$	5,192.41

OFFICE WORK

OFFICE WORK

MANHOURS	177 \$	8,369.86
EQUIPMENT COSTS	\$	17.00

TOTAL DEPARTMENT COSTS	\$	8,386.86
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City of Lorain
Lorain, Ohio 44053

FUELMASTER TRANSACTION LISTING

TRANSACTIONS LISTED BY CUSTOMER ID

From Date: 1/1/2025
Time: 12:00:00AM

To Date: 12/31/2025
Time: 11:59:59PM

Page 1 of 1

Print Date: 1/15/2026 Time: 1:47:08PM

Transactions for CUSTOMER ID: 000005006 Cemetery

		<u>Quantity</u>	<u>Total</u>
Summary for CUSTOMER ID : 000005006	Total for	97 transactions	1,750.40 4,916.73



**LORAIN STREET
DEPARTMENT
2025
ANNUAL REPORT**

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Cost Summary By Task with Equipment Hours

Task	Reg Labor		OT Labor		Equipment	Material	Total
	Hours	Cost	Hours	Cost	Cost	Cost	Cost
ADMINISTRATIVE	30.00	\$1,193.44	0.00	\$0.00	\$0.00	\$0.00	\$1,193.44
ANIMAL CONTROL	68.00	\$2,563.62	4.00	\$204.76	\$1,679.82	\$0.00	\$4,448.19
ASPHALT ROAD PAVING - ISSUE 13	4,872.00	\$204,343.30	5.25	\$235.00	\$229,333.59	\$393,673.95	\$827,585.84
ASSIST OTHER DEPARTMENTS	1,454.00	\$60,131.92	0.00	\$0.00	\$37,782.14	\$2,369.35	\$100,283.41
BHP Demolition	604.00	\$25,678.36	0.00	\$0.00	\$19,395.65	\$525.00	\$45,599.01
BRANCHES	244.25	\$10,496.88	0.00	\$0.00	\$3,830.05	\$0.00	\$14,326.93
CALL OUT MISC	0.00	\$0.00	12.00	\$558.28	\$59.41	\$0.00	\$617.69
CATCH BASIN CLEANING	312.00	\$13,170.73	0.00	\$0.00	\$4,082.83	\$0.00	\$17,253.56
CDL TRAINING	1,092.00	\$45,912.04	32.00	\$1,376.00	\$250.02	\$0.00	\$47,538.06
CLEAN ALLEY	44.00	\$2,092.88	0.00	\$0.00	\$1,056.12	\$0.00	\$3,149.00
COLD PATCH - ISSUE 13	750.00	\$30,957.48	0.00	\$0.00	\$12,175.54	\$6,263.42	\$49,396.44
CONCRETE - ISSUE 13	5,687.25	\$287,338.39	40.00	\$2,718.88	\$158,062.38	\$183,498.15	\$631,617.80
CRACK FILLING - ISSUE 13	2,472.00	\$85,733.76	0.00	\$0.00	\$40,321.72	\$3,329.15	\$129,384.63
CURB REPAIR - ISSUE 13	16.00	\$692.80	0.00	\$0.00	\$148.73	\$0.00	\$841.53
DISTRIBUTION DURAPATCH REPAIR	198.50	\$7,157.64	0.00	\$0.00	\$7,669.74	\$6,886.76	\$21,714.14
DISTRIBUTION SAW CUT	91.00	\$3,920.93	4.00	\$253.92	\$1,581.68	\$0.00	\$5,756.53
DUMPING	98.00	\$3,861.84	0.00	\$0.00	\$2,337.55	\$0.00	\$6,199.39
DURAPATCHER - ISSUE 13	1,727.00	\$61,676.70	1.50	\$58.71	\$63,169.70	\$27,709.79	\$152,614.90
EQUIPMENT MAINTENANCE	1,650.50	\$68,656.27	0.00	\$0.00	\$5,583.03	\$0.00	\$74,239.30
FACILITIES MAINTENANCE	484.00	\$21,089.81	0.00	\$0.00	\$4,997.03	\$1,315.18	\$27,402.01
FACILITY PAVING	476.00	\$20,328.76	0.00	\$0.00	\$20,254.36	\$40,720.65	\$81,303.77
FIRE DEMOS	360.00	\$15,646.32	8.00	\$407.80	\$15,867.68	\$700.00	\$32,621.80
FLOOD CONTROL	116.00	\$4,589.48	12.00	\$533.04	\$943.07	\$0.00	\$6,065.59
GRADE ALLEYS - ISSUE 13	294.00	\$14,212.76	8.00	\$367.60	\$4,476.54	\$0.00	\$19,056.90
GRADE BERM - ISSUE 13	26.00	\$1,126.32	0.00	\$0.00	\$955.89	\$0.00	\$2,082.21
GUARD/RAIL BARRICADES - ISSUE 13	388.00	\$16,985.20	0.00	\$0.00	\$5,923.29	\$282.72	\$23,191.21
HAULING	201.50	\$11,093.85	0.00	\$0.00	\$8,093.69	\$0.00	\$19,187.54
HOLIDAY DECORATIONS	642.50	\$27,616.82	0.00	\$0.00	\$3,368.71	\$0.00	\$30,985.53
HOT MIX - ISSUE 13	1,073.50	\$52,401.90	0.00	\$0.00	\$25,386.29	\$8,021.30	\$85,809.49
LANDSCAPING	99.00	\$3,747.69	0.00	\$0.00	\$1,453.17	\$0.00	\$5,200.86
LAWN REPAIR	134.00	\$5,712.25	0.00	\$0.00	\$1,527.62	\$0.00	\$7,239.87
LEAVES	2,186.00	\$86,059.29	0.00	\$0.00	\$68,153.94	\$0.00	\$154,213.23
LIENS - TRASH ABATEMENT	0.00	\$0.00	210.00	\$8,198.55	\$9,563.54	\$0.00	\$17,762.09
MAILBOX	49.50	\$1,993.29	0.00	\$0.00	\$745.55	\$580.49	\$3,319.32
MEDIAN CUTTING - ISSUE 13	1,977.50	\$74,266.49	0.00	\$0.00	\$58,688.90	\$296.88	\$133,252.27
MISCELLANEOUS	125.93	\$4,809.41	0.00	\$0.00	\$1,989.41	\$1.00	\$6,799.82
MOWING	202.25	\$6,472.62	0.00	\$0.00	\$2,171.64	\$0.00	\$8,644.26

Cost Summary By Task with Equipment Hours

Task	Reg Labor		OT Labor		Equipment	Material	Total
	Hours	Cost	Hours	Cost	Cost	Cost	Cost
OAKWOOD PARK TREE REMOVAL - STREET	132.00	\$5,096.58	0.00	\$0.00	\$3,652.56	\$0.00	\$8,749.14
PARK IMPROVEMENT	28.00	\$1,146.10	0.00	\$0.00	\$638.16	\$0.00	\$1,784.26
PRIDE DAY	8.00	\$149.15	48.50	\$1,987.96	\$1,229.65	\$0.00	\$3,366.76
RECYCLED PATCH POTHOLES STREET- ISSUE 1:	3,646.50	\$140,346.26	1.00	\$38.41	\$78,019.56	\$7,080.35	\$225,484.58
SALT - WATER BREAKS	0.50	\$24.23	1.50	\$76.14	\$169.24	\$68.09	\$337.70
SEWER DURAPATCH REPAIR	122.00	\$4,509.21	0.00	\$0.00	\$5,106.45	\$3,801.35	\$13,417.01
SEWER SAW CUTTING	23.50	\$994.79	0.00	\$0.00	\$439.67	\$0.00	\$1,434.46
SNOW & ICE CONTROL	2,914.50	\$119,271.01	3,159.75	\$131,518.50	\$418,697.19	\$262,160.71	\$931,647.42
SPECIAL EVENT	12.00	\$463.16	0.00	\$0.00	\$119.46	\$0.00	\$582.62
SPRAYING WEEDS	68.00	\$1,988.23	0.00	\$0.00	\$792.40	\$0.00	\$2,780.63
STORM DAMAGE	23.00	\$736.92	0.00	\$0.00	\$240.95	\$0.00	\$977.87
STREET TRASH PICK UP	20.00	\$702.04	0.00	\$0.00	\$435.64	\$0.00	\$1,137.68
SWEEPING	820.50	\$34,060.64	0.00	\$0.00	\$62,472.88	\$0.00	\$96,533.52
TIRES	58.00	\$2,176.77	0.00	\$0.00	\$1,566.69	\$0.00	\$3,743.46
TREES	672.50	\$27,309.02	102.00	\$4,330.97	\$19,639.38	\$0.00	\$51,279.37
UTIL DIST REP	65.00	\$2,266.30	0.00	\$0.00	\$1,725.34	\$192.00	\$4,183.64
UTILITY SEWER REPAIR	13.00	\$447.10	0.00	\$0.00	\$246.82	\$60.00	\$753.92
WEEDS - CITY OWNED	1,368.50	\$45,347.38	0.00	\$0.00	\$29,022.48	\$0.00	\$74,369.86
Tasks: 55	40,241.68				\$1,447,294.54		\$4,220,461.41
Activities: 8,081		\$1,670,766.06		\$152,864.52		\$949,536.29	

ALLEYS

CLEAN ALLEYS

MANHOURS	44.00	\$	2,092.88
EQUIPMENT COSTS		\$	1,056.12
MATERIAL COSTS		\$	-
TOTAL DEPARTMENT COSTS		\$	3,149.00

GRADE ALLEYS

MANHOURS	294.00	\$	14,212.76
OT MANHOURS	8.00	\$	367.60
EQUIPMENT COSTS		\$	4,476.54
MATERIAL COSTS		\$	-
TOTAL DEPARTMENT COSTS		\$	19,056.90

TOTAL COSTS		\$	22,205.90
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ASPHALT ROAD PAVING

STREETS COMPLETED

Clinton Ave from E 34th to E 36th	E 38th from Dale to Woodward
Clinton Ave from E 33th to E 34th	Palm from E 37th to Homewood
Gary from E 28th to E 31st	E 36th from Eagle to Fulton
Gary from E 33rd to E 34th	E 36th from Fulton to Globe
E 29th from Palm to Charleston	E 30th from Charleston to Tacoma
E 29th from Palm to Tacoma	E 39th cul-de-sac
Clifton from E 34th to E 35th	E 34th from Camden to Tacoma
Tacoma from E 34th to E 35th	W 17th from Broadway to Livingston
Tacoma from E 35th to E 37th	W 2nd from Hamilton to Washington
Tacoma from E 37th to E 38th	Elmwood Cemetery
Tacoma from E 38th to E 39th	Oberlin Ave from W 23rd to W 24th
Tacoma from E 39th to E 40th	W 22nd from Broadway to Reid
Tacoma from E 40th to Homewood Dr	W 35th dead end
Tacoma from Homewood Dr to E 42nd	Oakwood Park

ASPHALT ROAD PAVING

MANHOURS	4872	\$	204,343.30
OT MANHOURS	5.25	\$	235.00
EQUIPMENT COSTS		\$	229,333.59
MATERIAL COSTS		\$	393,673.95
TOTAL DEPARTMENT COSTS		\$	827,585.84

CONCRETE ISSUE 13

STREETS COMPLETED

	Curbs
Ashland Ave from Narrangansett to Shaffer	W 33rd / Dayton Ave
Ashland Ave from Linderwood to Sycamore	Riverside 2700 block
W 34th from Dayton to Lexington	Norfolk Ave
W 34th from Lexington to Reid	Riverside Dr
W 40th and Temple	W 10th / Broadway
W 40th and Marshall	Leavitt Rd and Skyline
Corner of Amherst Ave and W 33rd	ADA Ramps
Garfield from Michigan to Hafely	Pole and W 20th St
Eastlawn - partial	Gale Dr
Colorado Ave	Martins Run - crosswalk
Herbert Dr	
Oak Point Rd	
Central Firestation	
	W Erie Ave - bridge deck repair

CONCRETE

MANHOURS	5687.25	\$	287,338.39
OT MANHOURS	40	\$	2,718.88
EQUIPMENT COSTS		\$	158,062.38
MATERIAL COSTS		\$	183,498.15
TOTAL DEPARTMENT COSTS		\$	631,617.80

TOTAL COSTS		\$	631,617.80
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CRACK FILLING

STREETS COMPLETED

28th St Underpass	Sherwood Dr
Broadway	Oberlin Ave
C St	W 1st St
E 28th St	W 28th St
E 36th St	Woodstock Dr

CRACK FILLING

MANHOURS	2472	\$	85,733.76
EQUIPMENT COSTS		\$	40,321.72
MATERIAL COSTS		\$	3,329.15
TOTAL DEPARTMENT COSTS		\$	129,384.63

TOTAL COSTS		\$	129,384.63
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HAULING AND DUMPING

HAULING

MANHOURS	201.5	\$	11,093.85
EQUIPMENT COST		\$	8,093.69
MATERIAL COSTS		\$	-
TOTAL DEPARTMENT COSTS		\$	19,187.54

DUMPING

MANHOURS	98	\$	3,861.84
EQUIPMENT COST		\$	2,337.55
MATERIAL COSTS		\$	-
TOTAL DEPARTMENT COSTS		\$	6,199.39

TOTAL COSTS		\$	25,386.93
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HOLIDAY DECORATIONS

HOLIDAY DECORATIONS

MANHOURS	642.5	\$	27,616.82
EQUIPMENT COSTS		\$	3,368.71
TOTAL DEPARTMENT COSTS		\$	30,985.53

SPECIAL EVENT / LORAIN BEAUTIFUL DAY

MANHOURS	20	\$	612.31
OT MANHOURS	48.5	\$	1,987.96
EQUIPMENT COSTS		\$	1,349.11
TOTAL DEPARTMENT COSTS		\$	3,949.38

TOTAL COSTS		\$	34,934.91
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LEAVES

LEAVES

MANHOURS - REGULAR HOURS	2186	\$	86,059.29
MAHOURS - OT HOURS	0	\$	-
EQUIPMENT COST		\$	68,153.94
TOTAL DEPARTMENT COSTS		\$	154,213.23

LIENS - TRASH ABATEMENT

LIENS - TRASH ABATEMENT

MANHOURS	0	\$	-
OT MANHOURS	210	\$	8,198.55
EQUIPMENT COSTS		\$	9,563.54
TOTAL DEPARTMENT COSTS		\$	17,762.09

MOWING
CITY OWNED LOTS, MEDIANS

WEEDS CITY OWNED

MANHOURS	1368.5	\$	45,347.38
EQUIPMENT COSTS		\$	29,022.48
MATERIAL COSTS		\$	-
TOTAL DEPARTMENT COSTS		\$	74,369.86

MEDIAN CUTTING

MANHOURS	1,977.50	\$	74,266.49
EQUIPMENT COSTS		\$	58,688.90
MATERIAL COSTS		\$	296.88
TOTAL DEPARTMENT COSTS		\$	133,252.27

TOTAL COSTS		\$	207,622.13
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POTHOLES
HOT MIX, RECYCLED PATCH, DURAPATCH

HOT MIX

MANHOURS	1073.5	\$	52,401.90
EQUIPMENT COSTS		\$	25,386.29
MATERIALS COST		\$	8,021.30
TOTAL DEPARTMENT COSTS		\$	85,809.49

RECYCLED PATCH

MANHOURS	3646.5	\$	140,346.26
OT MANHOURS	1	\$	38.41
EQUIPMENT COSTS		\$	78,019.56
MATERIALS COST		\$	7,080.35
TOTAL DEPARTMENT COSTS		\$	225,484.58

DURAPATCH

MANHOURS	1,727.00	\$	61,676.70
MANHOURS - OT	1.50	\$	58.71
EQUIPMENT COSTS		\$	63,169.70
MATERIALS COST		\$	27,709.79
TOTAL DEPARTMENT COSTS		\$	152,614.90

TOTAL COSTS		\$	463,908.97
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SNOW AND ICE CONTROL

SNOW INCIDENTS

31

SNOW AND ICE CONTROL

MANHOURS - REGULAR HOURS	2914.5	\$	119,271.01
MANHOURS - OT HOURS	3159.75	\$	131,518.50
EQUIPMENT COSTS		\$	418,697.19
MATERIAL COSTS		\$	262,160.70
TOTAL DEPARTMENT COSTS		\$	931,647.40

TONS of SALT

1610

SWEEPING

TOTAL MILES CITY STREETS SWEPT

3824.00 MILES

DEBRIS IN TONS COLLECTED FROM CITY STREETS

1385.75 Cu. Yards

SWEEPING

MANHOURS	820.5	\$	34,060.64
OVERTIME HOURS	0	\$	-
EQUIPMENT COSTS		\$	62,472.88
TOTAL DEPARTMENT COSTS		\$	96,533.52

TREES

TREES

MANHOURS	672.50	\$	27,309.02
OVERTIME HOURS	102	\$	4,330.97
EQUIPMENT COSTS		\$	19,639.38
MATERIAL COSTS		\$	-
TOTAL DEPARTMENT COSTS		\$	51,279.37

OAKWOOD PARK TREE REMOVAL

MANHOURS	132.00	\$	5,096.58
OVERTIME HOURS	0	\$	-
EQUIPMENT COSTS		\$	3,652.56
MATERIAL COSTS		\$	-
TOTAL DEPARTMENT COSTS		\$	8,749.14

TOTAL COSTS

\$ 60,028.51

City of Lorain
Lorain, Ohio 44053

FUELMASTER TRANSACTION LISTING

TRANSACTIONS LISTED BY CUSTOMER ID

From Date: 1/1/2025
Time: 12:00:00AM

To Date: 12/31/2025
Time: 11:59:59PM

Page 1 of 1

Print Date: 1/15/2026 Time: 1:49:58PM

Transactions for CUSTOMER ID: 000005021 Street

		<u>Quantity</u>	<u>Total</u>
Summary for CUSTOMER ID : 000005021	Total for	2,354 transactions	49,510.40 151,474.75



**LORAIN PARKS
DEPARTMENT
2025
ANNUAL REPORT**

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Cost Summary By Task with Equipment Hours

Task	Reg Labor		OT Labor		Equipment	Material	Total
	Hours	Cost	Hours	Cost	Cost	Cost	Cost
Back Fill	8.00	\$373.12	0.00	\$0.00	\$0.00	\$0.00	\$373.12
BASEBALL FIELDS - CAMPANA	1,538.00	\$51,667.83	0.00	\$0.00	\$21,263.16	\$0.00	\$72,930.99
BASEBALL FIELDS - CENTRAL	19.00	\$641.85	0.00	\$0.00	\$279.21	\$0.00	\$921.06
BASEBALL FIELDS - LAKEVIEW	162.00	\$5,272.92	0.00	\$0.00	\$4,255.04	\$0.00	\$9,527.96
BASEBALL FIELDS - OAKWOOD	782.50	\$26,696.67	0.00	\$0.00	\$18,833.13	\$0.00	\$45,529.80
BASKETBALL COURTS	4.00	\$135.94	0.00	\$0.00	\$0.00	\$0.00	\$135.94
BATHROOM START UP	0.40	\$13.59	0.00	\$0.00	\$6.70	\$0.00	\$20.29
DOG STATIONS	380.00	\$14,559.20	0.00	\$0.00	\$4,721.60	\$0.00	\$19,280.80
DRIFTWOOD REMOVAL	1.33	\$42.88	0.00	\$0.00	\$48.53	\$0.00	\$91.41
FOOTBALL FIELD - JOHNNY WILSON	4.00	\$135.94	0.00	\$0.00	\$56.14	\$0.00	\$192.08
FOOTBALL FIELD - PAWLAK	13.00	\$422.48	0.00	\$0.00	\$301.50	\$0.00	\$723.98
ICE SKATING RINK	307.00	\$11,452.04	2.00	\$96.34	\$2,510.45	\$0.00	\$14,058.83
MAINTENANCE IN PARKS	786.50	\$29,127.64	0.00	\$0.00	\$9,312.85	\$0.00	\$38,440.49
MOWING-6TH CEMETERY	24.00	\$681.13	0.00	\$0.00	\$294.06	\$0.00	\$975.19
MOWING-BARTISH	25.00	\$533.60	0.00	\$0.00	\$471.42	\$0.00	\$1,005.02
MOWING-CAMPANA	231.00	\$6,592.16	0.00	\$0.00	\$2,869.48	\$0.00	\$9,461.64
MOWING-CENTRAL	542.00	\$13,929.69	0.00	\$0.00	\$7,096.28	\$0.00	\$21,025.97
MOWING-CENTRAL HOUSING	75.00	\$2,502.97	0.00	\$0.00	\$1,762.30	\$0.00	\$4,265.27
MOWING-CITYVIEW	50.00	\$1,335.52	0.00	\$0.00	\$969.66	\$0.00	\$2,305.18
MOWING-DANLEY SQUARE	25.50	\$764.86	0.00	\$0.00	\$351.61	\$0.00	\$1,116.47
MOWING-FAIRLESS	67.00	\$1,622.88	0.00	\$0.00	\$1,011.06	\$0.00	\$2,633.94
MOWING-FALBO	65.50	\$1,607.47	0.00	\$0.00	\$828.54	\$0.00	\$2,436.00
MOWING-G STREET	66.00	\$1,879.95	0.00	\$0.00	\$1,134.26	\$0.00	\$3,014.21
MOWING-GARFIELD	28.00	\$766.28	0.00	\$0.00	\$437.61	\$0.00	\$1,203.89
MOWING-HARMONS	44.00	\$1,017.64	0.00	\$0.00	\$537.10	\$0.00	\$1,554.74
MOWING-HIGHVIEW	56.00	\$1,521.89	0.00	\$0.00	\$883.18	\$0.00	\$2,405.07
MOWING-HOMEWOOD	70.00	\$1,643.79	0.00	\$0.00	\$919.68	\$0.00	\$2,563.47
MOWING-JOHNIE WILSON	148.17	\$3,705.81	0.00	\$0.00	\$2,452.71	\$0.00	\$6,158.52
MOWING-KENNEDY	40.00	\$780.59	0.00	\$0.00	\$496.04	\$0.00	\$1,276.63
MOWING-KNEIRIM	52.00	\$1,371.57	0.00	\$0.00	\$752.57	\$0.00	\$2,124.13
MOWING-LAKEVIEW	375.92	\$10,446.05	0.00	\$0.00	\$4,829.22	\$0.00	\$15,275.27
MOWING-LONGFELLOW	444.00	\$11,075.68	0.00	\$0.00	\$6,540.05	\$0.00	\$17,615.73
MOWING-MAPLE	53.00	\$1,515.31	0.00	\$0.00	\$793.24	\$0.00	\$2,308.55
MOWING-MOORES	26.50	\$635.73	0.00	\$0.00	\$339.78	\$0.00	\$975.51
MOWING-OAKWOOD	1,323.00	\$33,556.44	0.00	\$0.00	\$16,950.40	\$0.00	\$50,506.84
MOWING-OLD COLUMBUS	46.00	\$1,161.66	0.00	\$0.00	\$636.80	\$0.00	\$1,798.46
MOWING-ORCHARD HILL	45.00	\$1,189.23	0.00	\$0.00	\$760.67	\$0.00	\$1,949.90

Cost Summary By Task with Equipment Hours

Task	Reg Labor		OT Labor		Equipment	Material	Total
	Hours	Cost	Hours	Cost	Cost	Cost	Cost
MOWING-PAWLAK	128.50	\$3,482.27	0.00	\$0.00	\$1,557.23	\$0.00	\$5,039.50
MOWING-PORATH	62.00	\$1,428.76	0.00	\$0.00	\$801.19	\$0.00	\$2,229.94
MOWING-PULASKI	37.00	\$1,019.75	0.00	\$0.00	\$610.64	\$0.00	\$1,630.39
MOWING-SHERWOOD	28.00	\$754.09	0.00	\$0.00	\$522.70	\$0.00	\$1,276.79
MOWING-STREATOR	65.00	\$1,630.92	0.00	\$0.00	\$1,053.33	\$0.00	\$2,684.25
MOWING-SUNNY ACRES	61.00	\$1,534.60	0.00	\$0.00	\$892.66	\$0.00	\$2,427.26
MOWING-VETERANS	136.00	\$3,723.54	0.00	\$0.00	\$1,534.98	\$0.00	\$5,258.51
MOWING-WESTWOOD	45.50	\$1,192.98	0.00	\$0.00	\$832.93	\$0.00	\$2,025.90
MOWING-WILLIAMSBURG	64.50	\$1,740.67	0.00	\$0.00	\$1,131.39	\$0.00	\$2,872.06
MOWING-WILLOW	53.50	\$1,470.38	0.00	\$0.00	\$766.35	\$0.00	\$2,236.73
MULCHING	167.00	\$6,007.51	0.00	\$0.00	\$4,669.56	\$0.00	\$10,677.07
OAKWOOD PARK IMPROVEMENT	398.00	\$16,237.36	0.00	\$0.00	\$7,614.10	\$0.00	\$23,851.46
OAKWOOD PARK TREE REMOVAL - PARKS	1,958.00	\$67,012.28	8.00	\$293.78	\$35,442.37	\$0.00	\$102,748.43
PAINTING IN THE SHOP	3.50	\$134.86	0.00	\$0.00	\$31.20	\$0.00	\$166.06
PARK BENCHES/PICNIC TABLES	32.00	\$1,297.84	0.00	\$0.00	\$249.60	\$0.00	\$1,547.44
PARK BLDG MAINT	678.00	\$25,184.06	3.00	\$120.69	\$8,102.39	\$0.00	\$33,407.14
PARK BRANCHES	262.00	\$8,648.33	0.00	\$0.00	\$3,492.36	\$0.00	\$12,140.69
PARK EQUIPMENT MAINT	175.75	\$6,540.30	0.00	\$0.00	\$1,923.58	\$0.00	\$8,463.88
PARK HOLIDAY DECORATIONS	160.00	\$5,763.44	0.00	\$0.00	\$1,614.70	\$0.00	\$7,378.14
PARK INSPECTIONS	65.20	\$2,154.75	0.00	\$0.00	\$335.00	\$0.00	\$2,489.75
PARK LEAVES	40.00	\$1,261.48	8.00	\$212.16	\$320.66	\$0.00	\$1,794.30
PARK MISC	242.85	\$8,937.42	0.00	\$0.00	\$2,709.04	\$231.70	\$11,878.16
PARK RESTROOMS	433.25	\$16,382.88	0.00	\$0.00	\$3,915.60	\$0.00	\$20,298.48
PARK TREES	400.00	\$14,462.64	0.00	\$0.00	\$7,322.20	\$0.00	\$21,784.84
PARKS SNOW & ICE CONTROL	507.00	\$17,264.80	22.00	\$646.68	\$5,863.54	\$0.00	\$23,775.02
PARKS SPRAYING	24.00	\$784.72	0.00	\$0.00	\$294.32	\$0.00	\$1,079.04
PIPEYARD MAINTENANCE	136.00	\$5,162.22	0.00	\$0.00	\$1,221.62	\$3.00	\$6,386.84
PLAYGROUNDS	408.50	\$13,862.84	0.00	\$0.00	\$7,027.32	\$0.00	\$20,890.16
POOL MAINTANCE	482.00	\$20,847.90	0.00	\$0.00	\$4,907.59	\$0.00	\$25,755.49
PURCHASING AT HOME DEPOT	1.25	\$48.16	0.00	\$0.00	\$26.00	\$0.00	\$74.16
SPLASH PAD	49.00	\$2,098.93	0.00	\$0.00	\$249.60	\$0.00	\$2,348.53
STORM CLEAN UP	16.00	\$494.80	0.00	\$0.00	\$104.00	\$0.00	\$598.80
STUMP GRINDING	202.00	\$7,543.24	0.00	\$0.00	\$3,202.32	\$0.00	\$10,745.56
TENNIS COURTS	49.00	\$1,824.52	0.00	\$0.00	\$312.00	\$0.00	\$2,136.52
TRASH PICK UP	619.78	\$22,130.10	4.00	\$170.95	\$7,382.26	\$0.00	\$29,683.31
VARIOUS PARKS MOWING	140.00	\$4,636.28	0.00	\$0.00	\$1,958.74	\$0.00	\$6,595.02
VETERANS FOUNTAIN	16.00	\$709.46	0.00	\$0.00	\$104.00	\$0.00	\$813.46

Cost Summary By Task with Equipment Hours

Task	Reg Labor		OT Labor		Equipment	Material	Total
	Hours	Cost	Hours	Cost	Cost	Cost	Cost
WINDSCREENS	28.00	\$786.66	0.00	\$0.00	\$0.00	\$0.00	\$786.66
Tasks: 75	16,303.40				\$235,805.10		\$776,158.08
Activities: 10,202		\$538,577.68		\$1,540.60		\$234.70	

BASEBALL FIELDS

CAMPANA PARK

MANHOURS	1538.00	\$	51,667.83
EQUIPMENT COSTS		\$	21,263.16
TOTAL COSTS		\$	72,930.99

LAKEVIEW PARK

MANHOURS	162.00	\$	5,272.92
EQUIPMENT COSTS		\$	4,255.04
TOTAL COSTS		\$	9,527.96

OAKWOOD PARK

MANHOURS	782.50	\$	26,696.67
EQUIPMENT COSTS		\$	18,833.30
TOTAL COSTS		\$	45,529.97

CENTRAL PARK

MANHOURS	19.00	\$	641.85
EQUIPMENT COSTS		\$	279.21
TOTAL COSTS		\$	921.06

TOTAL BALL DIAMOND COST		\$	128,909.98
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PARK HOLIDAY DECORATIONS

HOLIDAY DECORATIONS

MANHOURS	160.0	\$	5,763.44
EQUIPMENT COSTS		\$	1,614.70
TOTAL COSTS		\$	7,378.14

MOWING

CENTRAL PARK

MANHOURS	542.00	\$	13,929.69
EQUIPMENT COSTS		\$	7,096.28
TOTAL COSTS		\$	21,025.97

LONGFELLOW PARK

MANHOURS	444.00	\$	11,075.68
EQUIPMENT COSTS		\$	6,540.05
TOTAL COSTS		\$	17,615.73

LAKEVIEW PARK

MANHOURS	375.92	\$	10,446.05
EQUIPMENT COSTS		\$	4,829.22
TOTAL COSTS		\$	15,275.27

OAKWOOD PARK

MANHOURS	1323.00	\$	33,556.44
EQUIPMENT COSTS		\$	16,950.40
TOTAL COSTS		\$	50,506.84

VARIOUS PARKS

MANHOURS	1840.17	\$	48,656.43
EQUIPMENT COSTS		\$	27,344.76
TOTAL COSTS		\$	76,001.19

TOTAL MOWING COSTS		\$	180,425.00
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PARK MAINTENANCE

PARK BLDG MAINT

MANHOURS	678.0	\$	25,184.06
OT MANHOURS	3.0	\$	120.69
EQUIPMENT COSTS		\$	8,102.39
TOTAL COSTS		\$	33,407.14

PARK EQUIPMENT MAINT

MANHOURS	174.8	\$	6,540.30
EQUIPMENT COSTS		\$	1,923.58
TOTAL COSTS		\$	8,463.88

PARK RESTROOMS

MANHOURS	433.3	\$	16,382.88
EQUIPMENT COSTS		\$	3,915.60
TOTAL COSTS		\$	20,298.48

PARK MISCELLANEOUS

MANHOURS	242.85	\$	8,937.42
EQUIPMENT COSTS		\$	2,709.04
MATERIAL COST		\$	231.70
TOTAL COSTS		\$	11,878.16

PARK BENCHES/PICNIC TABLES

MANHOURS	32.0	\$	1,297.84
EQUIPMENT COSTS		\$	249.60
TOTAL COSTS		\$	1,547.44

OAKWOOD PARK IMPROVEMENTS

MANHOURS	398.0	\$	16,237.36
EQUIPMENT COSTS		\$	7,614.10
TOTAL COSTS		\$	23,851.46

PARK BRANCHES

MANHOURS	262.0	\$	8,648.33
EQUIPMENT COSTS		\$	3,492.36
TOTAL COSTS		\$	12,140.69

PARK MAINTENANCE

PLAYGROUNDS

MANHOURS	408.5	\$	13,862.84
EQUIPMENT COSTS		\$	7,027.32
TOTAL COSTS		\$	20,890.16

TRASH PICK UP

MANHOURS	619.8	\$	22,130.10
OT MANHOURS	4.0	\$	170.95
EQUIPMENT COSTS		\$	7,382.26
TOTAL COSTS		\$	29,683.31

PARK TREES

MANHOURS	400.0	\$	14,462.64
EQUIPMENT COSTS		\$	7,322.20
TOTAL COSTS		\$	21,784.84

OAKWOOD PARK TREE REMOVAL

MANHOURS	1958.0	\$	67,012.28
OT MANHOURS	8.0	\$	293.78
EQUIPMENT COSTS		\$	35,442.37
TOTAL COSTS		\$	102,748.43

PARK STUMP GRINDING

MANHOURS	202.0	\$	7,543.24
EQUIPMENT COSTS		\$	3,202.32
TOTAL COSTS		\$	10,745.56

TOTAL MAINTENANCE COSTS		\$	297,439.55
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POOL / VETERANS FOUNTAIN / ICE SKATING RINKS

VETERANS' FOUNTAIN

MANHOURS	16.0	\$	709.46
EQUIPMENT COSTS		\$	104.00
TOTAL COSTS		\$	813.46

ICE SKATING RINKS

MANHOURS	307.0	\$	11,452.04
OT MANHOURS	2.0	\$	96.34
EQUIPMENT COSTS		\$	2,510.45
TOTAL COSTS		\$	14,058.83

POOL MAINTENANCE

MANHOURS	482.0	\$	20,847.90
EQUIPMENT COSTS		\$	4,907.59
TOTAL COSTS		\$	25,755.49

SNOW REMOVAL

PARKS SNOW AND ICE CONTROL

MANHOURS	507	\$	17,264.80
OVERTIME HOURS	22	\$	646.68
EQUIPMENT COSTS		\$	5,863.54
TOTAL COSTS		\$	23,775.02

City of Lorain
Lorain, Ohio 44053

FUELMASTER TRANSACTION LISTING

TRANSACTIONS LISTED BY CUSTOMER ID

From Date: 1/1/2025
Time: 12:00:00AM

To Date: 12/31/2025
Time: 11:59:59PM

Page 1 of 1

Print Date: 1/15/2026 Time: 1:46:26PM

Transactions for CUSTOMER ID: 000005017 Parks

		<u>Quantity</u>	<u>Total</u>
Summary for CUSTOMER ID : 000005017	Total for	1,042 transactions	10,707.90 30,686.14



CITY OF LORAIN

City Council Regular Meeting

4. b.

Meeting Date: 02/16/2026

Submitted by: Maggie Partin, Deputy Clerk

PURPOSE AND BACKGROUND

Lorain Planning Commissions recommendation to Council for the denial of rezoning ZCA 1-2026 located at 1051 Meister Rd., PPN 02-01-006-184-022, from a B-2 to I-1. A Public Hearing will be held on Monday, March 16, 2026 at 5:30pm.

RECOMMENDATION TO COUNCIL:

Attachments

ZCA 1-2026 PC

ZCA 1-2026 Staff report

Form Review

Form Started By: Maggie Partin
Final Approval Date: 02/11/2026

Started On: 02/11/2026 04:11 PM



The City of Lorain, Ohio
Division of Building, Housing, and Planning
Rey Carrion, Safety Service Director

Jack W. Bradley, Mayor

RECEIVED
2-10-26
M. P. Carrion

February 5, 2026

Honorable Members of Council
City Hall- First Floor
200 West Erie Avenue
Lorain, OH 44052

Z.C.A. 01-2026 Submission for Planning Commission's review and recommendation to Lorain City Council, the Zoning Reclassification of, 1051 Meister Rd, PPN 02-01-006-184-022 from a B-2 General Commercial District to an I-1 district. TDI Lorain, LLC, applicant.

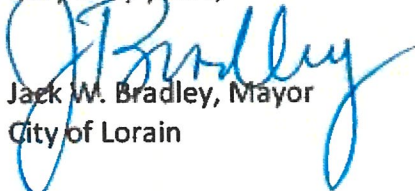
Honorable Members of Council:

The Lorain Planning Commission met in regular session on February 4, 2026, and considered the above referred to item.

After due consideration, it was regularly moved and supported to recommend **denial**, to Lorain City Council.

Motion Carried: 4 Ayes 0 Nays

Very truly yours,


Jack W. Bradley, Mayor
City of Lorain

cc: Safety/Service Director
Law Department
Engineering Department
Clerk of Council
File



CITY OF LORAIN
PLANNING COMMISSION

Jack Bradley
Mayor

Z.C.A. 01-2026

ZONING RECLASSIFICATION OF PROPERTY APPLICATION

Application is hereby made to the Lorain City Council, to reclassify the below described

property now in a B-2 district to a I district.

Owner of property TDI Lorain LLC

Address of owner 11 Parkway Center, Suite 300

City: Pittsburgh State: PA Zip: 15220

Phone (business) (412) 921-6100 (residential)

Address of property to be rezoned 1051 Meister Road Lorain OH 44052

Permanent Parcel Number 02-01-006-184-022

The reason(s) for requesting the zoning reclassification is as follows:

The reason for the zoning reclassification is to allow for the expansion of the Defender Self Storage facility at the Property

Two separate non-refundable payments made payable to the City of Lorain:

Five hundred (\$500.00) Building department fee
Thirty dollar (30.00) Engineering department fee
TDI Lorain, LLC

By: Town Development Inc., sole member

Curtis Kossman, President
Signature of Applicant

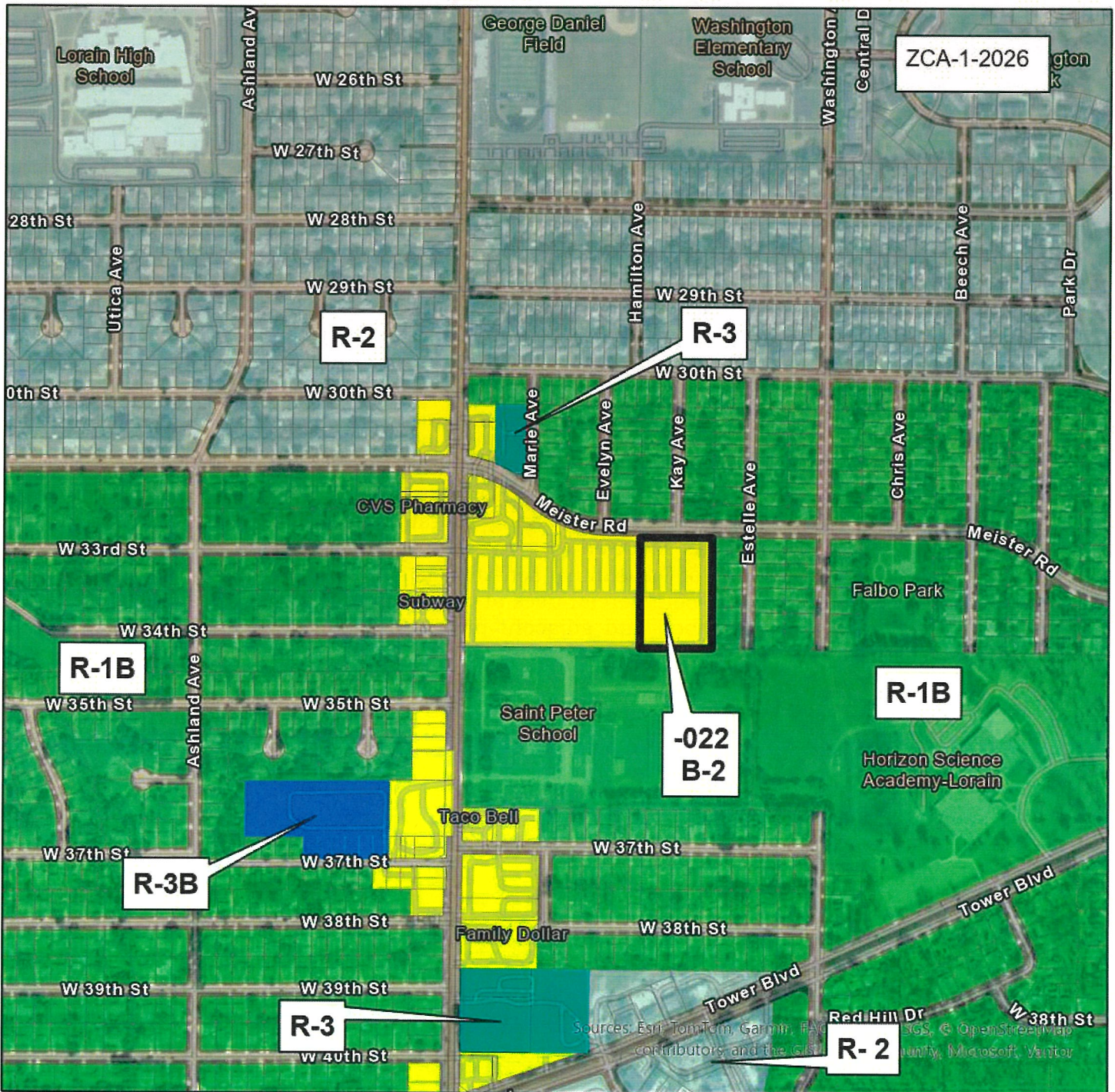
1/13/2026

Date

NARRATIVE FOR APPLICATION FOR A ZONING RECLASSIFICATION

The applicant TDI Lorain, LLC (successor-in-interest of Town Development Inc. and Lorko Corporation) has been the owner of the Lorain Plaza Shopping Center at 1069 Meister Road, Lorain Ohio 44052 since 1955. Over the years, applicant has developed and expanded the main strip section of the shopping center as well as developed and constructed outparcel buildings, all of which have been used for retail and commercial purposes. In October of 2025 the Apple grocery store located at the shopping center closed for business.

With the expansion of the existing climate-controlled self-service mini storage facilities in former Apple space, such use shall have no detrimental effect on the elements of noise, glare, odor, fumes and/or vibration in relation to the adjoining property owners. The expansion of the existing self-storage facility, with a zoning change from B-2 to Industrial, is required to permit the expansion of the existing self-storage facility. The expansion of the existing self-storage facility is compatible with the existing retail, self-storage and commercial uses at the shopping center, does not alter the character of the neighborhood and adjacent properties. The additional climate-controlled self-service mini storage facilities create less traffic than retail or commercial uses in the shopping center, and are similar to a retail use in that they are for the benefit of consumers. The relationship of the conditional use to the comprehensive plan has been maintained.



PROPOSED ZONE CHANGE TO OUTLINED AREA: B-2 TO I



APPROVED _____
 PUBLIC HEARING _____
 APPROVED BY COUNCIL _____
 ORDINANCE NO. _____

DATE _____
 DATE _____
 DATE _____

AMENDING AND ESTABLISHING ZONE CLASSIFICATION UNDER ZONING CODE ORDINANCE 186-85

EXHIBIT A

LEGAL DESCRIPTION

Situated in the County of Lorain, State of Ohio, described as follows:

Parcel 1:

Situated in City of Lorain, County of Lorain and State of Ohio:

Being known as part of Original Black River Township Lot No. 6, Tract No. 1, now within the corporate limits of the City of Lorain and more definitely described as follows:

Beginning at the intersection of the West line of Estelle Avenue, a 60.00 feet wide street and the South line of Meister Road, a 80.00 feet wide street.

Thence North $89^{\circ}-11'-00''$ West, in the South line of Meister Road, a distance of 600.00 feet to the P.C. of a curve.

Thence continuing in the South line of Meister Road, in the arc of a curve that deflects to the right, a distance of 411.59 feet to an iron rod found set in the point of tangency. Said curve has a radius of 591.61 feet, a central angle of $39^{\circ}-51'40''$ and a chord bearing North $69^{\circ}-15'10''$ West, a distance of 403.33 feet.

Thence continuing in the South line of Meister Road, North $49^{\circ}-19'-20''$ West, a distance of 32.53 feet to a point. Said point is the P.C. of a curve that deflects to the left, a distance of 16.22 feet to an iron pin set. Said curve has a radius of 511.61 feet, a central angle of $01^{\circ}-49'-00''$ and a chord bearing North $50^{\circ}-13'50''$ West, a distance of 16.22 feet. Said point shall be known as the principal place of beginning.

Thence continuing in the South line of Meister Road in the arc of curve that deflects to the left, a distance of 129.89 feet to an iron pin found set in the East line of lands conveyed to Uno-Ven Company as described in Official Record Volume 241 Page 263 of the Lorain County Record of Deeds. Said curve has a radius of 511.61 feet, a central angle of $14^{\circ}-32'-47''$ and a chord bearing North $58^{\circ}-24'-43''$ West, a distance of 129.54 feet.

Thence South $00^{\circ}-41'-00''$ West in the East line of lands conveyed to Uno-Ven Company, a distance of 163.33 feet to an iron rod found set in the Southeast corner of said Uno-Ven Company lands.

Thence North $89^{\circ}-19'-00''$ West in the South line of lands so conveyed to Uno-Ven Company a distance of 120.00 feet to an iron pin found set in the East line of Oberlin Avenue.

Thence South $00^{\circ}-41'-00''$ West in the East line of Oberlin Avenue, a distance of 124.67 feet to a point.

Thence South $89^{\circ}-19'-00''$ East, a distance of 231.13 feet to an iron pin set.

Thence North $00^{\circ}-41'-00''$ East, a distance of 221.47 feet to the principal place of beginning, containing within said bounds 1.002 acres of land, be the same more or less, but is subject to all legal highways and easements of record. As surveyed by Norman R. Hura, Registered Surveyor No. S-5208 dba Norman R. Hura & Associates in February, 1993.

Parcel 2:

Situated in City of Lorain, County of Lorain and State of Ohio:

Being known as part of Original Black River Township Lot No. 6, Tract No. 1, now within the corporate limits of the City of Lorain and more definitely described as follows:

Beginning at the intersection of the West line of Estelle Avenue, a 60.00 feet wide street and the South line of Meister Road, a 80.00 feet wide street.

Thence North $89^{\circ}-11'-00''$ West, in the South line of Meister Road, a distance of 600.00 feet to the P.C. of a curve.

Thence continuing in the South line of Meister Road, in the arc of a curve that deflects to the right, a distance of 257.24 feet to an iron pin found set and the principal place of beginning. Said curve has a radius of 591.61 feet, a central angle of 24°-54'-47" and a chord bearing North 76°-44'-00" West, a distance of 255.22 feet.

Thence continuing in the South line of Meister Road, in the arc of said curve deflecting to the right, a distance of 154.25 feet to an iron rod found set in the point of tangency. Said curve has a radius of 591.61 feet, a central angle of 14°-56'-18" and a chord bearing North 56°-47'-20" West, a distance of 153.81 feet.

Thence continuing in the South line of Meister Road, North 49°-19'-20" West, a distance of 32.53 feet to a point. Said point is the P.C. of a curve.

Thence continuing in the South line of Meister Road, in the arc of a curve that deflects to the left, a distance of 16.22 feet to an iron pin set. Said curve has a radius of 511.61 feet, a central angle of 01°-49'-00" and a chord bearing North 50°-13'-50" West, a distance of 16.22 feet.

Thence South 00°-41'-00" West, a distance of 221.47 feet to an iron pin set.

Thence South 89°-19'-00" East, a distance of 167.19 feet to an iron rod found set.

Thence North 00°-41'-00" East, a distance of 107.62 feet to the principal place of beginning, containing within said bounds 0.609 acres of land be the same more or less, but is subject to all legal highways and easements of record. As surveyed by Norman R. Hura, Registered Surveyor No. S-5208 dba Norman R. Hura & Associates in February, 1993.

Parcel 3:

Situated in City of Lorain, County of Lorain and State of Ohio:

And known as being Block "A" in Falbo Subdivision No. 2 of part of Original Black River Township Lot No. 6 in Tract No. 1, as shown by the recorded plat in Volume 18 of Maps, Page 7 of Lorain County Records, and described as follows:

Beginning on the Easterly line of Oberlin Avenue at the Southwesterly corner of said Falbo Subdivision No. 2 (being also the Southwesterly corner of said Block "A");

Thence Northerly along the Easterly line of Oberlin Avenue 678.83 feet to the Southwesterly corner of land conveyed to Station Development Corporation by deed dated September 29, 1953, and recorded in Volume 596, Page 130 of Lorain County Records;

Thence South 89° 19' East along the Southerly line of land so conveyed to the Station Development Corporation 125.0 feet to the Southeasterly corner thereof;

Thence North 0° 41' East along the Easterly line of land so conveyed to the Station Development Corporation 163.33 feet to the Southerly line of Meister Road as shown on the plat of said Falbo Subdivision No. 2;

Thence Southeasterly and Easterly along the Southerly line of said Meister Road to the Northwesterly corner of Sublot No. 262 in said Falbo Subdivision No. 2;

Thence Southerly along the Westerly line of said Sublot No. 262, and along the Westerly lines of Sublots Nos. 263, 264, 265, 266, 267, 268, 269 and 270 in said Falbo Subdivision No. 2, a distance of 504.58 feet to the Southwesterly corner of said Sublot No. 270, being also the Southerly line of said Falbo Subdivision No. 2;

Thence North 89° 24' West along the Southerly line of said Falbo Subdivision No. 2, a distance of 785.84 feet to the place of beginning, as appears by said plat.

Excepting therefrom the following described parcels:

Exception 1:

Situated in City of Lorain, County of Lorain and State of Ohio:

Being known as part of Original Black River Township Lot No. 6, Tract No. 1, now within the corporate limits of the City of Lorain and more definitely described as follows:

Beginning at the intersection of the West line of Estelle Avenue, a 60.00 feet wide street and the South line of Meister Road, a 80.00 feet wide street.

Thence North $89^{\circ}-11'-00''$ West, in the South line of Meister Road, a distance of 600.00 feet to the P.C. of a curve.

Thence continuing in the South line of Meister Road, in the arc of a curve that deflects to the right, a distance of 411.59 feet to an iron rod found set in the point of tangency. Said curve has a radius of 591.61 feet, a central angle of $39^{\circ}-51'40''$ and a chord bearing North $69^{\circ}-15'10''$ West, a distance of 403.33 feet.

Thence continuing in the South line of Meister Road, North $49^{\circ}-19'-20''$ West, a distance of 32.53 feet to a point. Said point is the P.C. of a curve that deflects to the left, a distance of 16.22 feet to an iron pin set. Said curve has a radius of 511.61 feet, a central angle of $01^{\circ}-49'-00''$ and a chord bearing North $50^{\circ}-13'50''$ West, a distance of 16.22 feet. Said point shall be known as the principal place of beginning.

Thence continuing in the South line of Meister Road in the arc of curve that deflects to the left, a distance of 129.89 feet to an iron pin found set in the East line of lands conveyed to Uno-Ven Company as described in Official Record Volume 241 Page 263 of the Lorain County Record of Deeds. Said curve has a radius of 511.61 feet, a central angle of $14^{\circ}-32'-47''$ and a chord bearing North $58^{\circ}-24'-43''$ West, a distance of 129.54 feet.

Thence South $00^{\circ}-41'-00''$ West in the East line of lands conveyed to Uno-Ven Company, a distance of 163.33 feet to an iron rod found set in the Southeast corner of said Uno-Ven Company lands.

Thence North $89^{\circ}-19'-00''$ West in the South line of lands so conveyed to Uno-Ven Company a distance of 120.00 feet to an iron pin found set in the East line of Oberlin Avenue.

Thence South $00^{\circ}-41'-00''$ West in the East line of Oberlin Avenue, a distance of 124.67 feet to a point.

Thence South $89^{\circ}-19'-00''$ East, a distance of 231.13 feet to an iron pin set.

Thence North $00^{\circ}-41'-00''$ East, a distance of 221.47 feet to the principal place of beginning, containing within said bounds 1.002 acres of land, be the same more or less, but is subject to all legal highways and easements of record. As surveyed by Norman R. Hura, Registered Surveyor No. S-5208 dba Norman R. Hura & Associates in February, 1993.

Exception 2:

Situated in City of Lorain, County of Lorain and State of Ohio:

Being known as part of Original Black River Township Lot No. 6, Tract No. 1, now within the corporate limits of the City of Lorain and more definitely described as follows:

Beginning at the intersection of the West line of Estella Avenue, a 60.00 feet wide street and the South line of Meister Road, a 80.00 feet wide street.

Thence North $89^{\circ}-11'-00''$ West, in the South line of Melster Road, a distance of 600.00 feet to the P.C. of a curve.

Thence continuing in the South line of Melster Road, in the arc of a curve that deflects to the right, a distance of 257.24 feet to an iron pin found set and the principal place of beginning. Said curve has a radius of 591.61 feet, a central angle of $24^{\circ}-54'-47''$ and a chord bearing North $76^{\circ}-44'-00''$ West, a distance of 255.22 feet.

Thence continuing in the South line of Melster Road, in the arc of said curve deflecting to the right, a distance of 154.25 feet to an iron rod found set in the point of tangency. Said curve has a radius of 591.61 feet, a central angle of $14^{\circ}-56'-18''$ and a chord bearing North $56^{\circ}-47'-20''$ West, a distance of 153.81 feet.

Thence continuing in the South line of Melster Road, North $49^{\circ}-19'-20''$ West, a distance of 32.53 feet to a point. Said point is the P.C. of a curve.

Thence continuing in the South line of Melster Road, in the arc of a curve that deflects to the left, a distance of 16.22 feet to an iron pin set. Said curve has a radius of 511.61 feet, a central angle of $01^{\circ}-49'-00''$ and a chord bearing North $50^{\circ}-13'-50''$ West, a distance of 16.22 feet.

Thence South $00^{\circ}-41'-00''$ West, a distance of 221.47 feet to an iron pin set.

Thence South $89^{\circ}-19'-00''$ East, a distance of 167.19 feet to an iron rod found set.

Thence North $00^{\circ}-41'-00''$ East, a distance of 107.62 feet to the principal place of beginning, containing within said bounds 0.609 acres of land be the same more or less, but is subject to all legal highways and easements of record. As surveyed by Norman R. Hura, Registered Surveyor No. S-5208 dba Norman R. Hura & Associates in February, 1993.

Parcel 4:

Situated in the City of Lorain, County of Lorain and State of Ohio, and known as being Sublots Nos. 236 to 243 inclusive and Sublots Nos. 262 to 270 inclusive, as they appear on the plat for the Falbo Subdivision No. 2, Original Lot No. 6 Black River Township, City of Lorain.

1051 MEISTER ROAD
ABUTTING PROPERTY OWNERS

Diocese of Cleveland
3601 Oberlin Avenue
Lorain, OH 44053

Anthony S. Pawlowski
3346 Estelle Avenue
Lorain, OH 44052

Jackie L. Marrero
3309 Estelle Avenue
Lorain, OH 44052

Nellie Caraballo
3310 Estelle Avenue
Lorain, OH 44052

Helen Johnson Diaz
3280 Estelle Avenue
Lorain, OH 44052

3264 Estelle LLC
3264 Estelle Avenue
Lorain, OH 44052
Mailing Address:
3911 Miami Avenue
Lorain, OH 44053

Ronald A. and Kristin P. Vincek
3252 Estelle Avenue
Lorain, Ohio 44052

James A. Brown
1029 Meister Road
Lorain, OH 44052

Bella Villas LLC
1030 Meister Road
Lorain, OH 44052
Mailing Address:
5075 Oberlin Avenue
Suite #B
Lorain, OH 44053

Power Systems LLC
3159 Kay Avenue
Lorain, OH 44052
Mailing Address:
3 Windstar Court
Newport Beach, CA 92657

Kenneth S. Barlow
3164 Kay Avenue
Lorain, OH 44052

Amber M. Strader
1060 Meister Road
Lorain, OH 44052

TDI LORAIN, LLC
ELEVEN PARKWAY CENTER, SUITE 300
PITTSBURGH, PA 15220
PHONE: (412) 921-6100 FAX: (412) 921-0913

January 13, 2026

VIA FedEx

Evelisse Atkinson
Planning & Zoning Administrator
City of Lorain
Building, Housing and Planning Dept.
200 West Erie Avenue, 5th Floor
Lorain, Ohio 44052

Re: Lorain Plaza Shopping Center
Application for Zoning Reclassification

Dear Ms. Atkinson:

Enclosed is a Zoning Reclassification of Property Application together with the following requirements:

1. Legal Description marked Exhibit "A";
2. Copy of names and addresses of all abutting property owners;
3. Copy of the plot plan and survey of the property;
4. A narrative of what is being requested;
5. Check in the amount of \$500.00 covering the Building Department fee; and
6. Check in the amount of \$30.00 covering the Engineering Department fee.

Please accept this application, advise if the same meets with your approval and if it will be set for public hearing on Wednesday, February 4, 2026.

If you have any questions or need additional information, please contact me at 412-921-6105 x 254.

Sincerely,



Steve Weisbrod
Senior Vice President of Real Estate
and Operations

SW/mas
Enclosures
cc: Curtis Kossman



Jack Bradley
Mayor

CITY OF LORAIN

Department of Building, Housing & Planning

Matthew Kuszniir
Director

David Faciana
Chief Building Official

January 26, 2026

To: Planning Commission
From: Evelisse Atkinson, Planning and Zoning Administrator

Re: Z.C.A. 01-2026 Submission for Planning Commission's review and recommendation to Lorain City Council, the Zoning Reclassification of, 1051 Meister Rd, PPN 02-01-006-184-022 from a B-2 General Commercial District to an I-1 district. TDI Lorain, LLC, applicant.

My responses regarding compliance are below:

The proposed use at, 1051 Meister Rd., PPN 02-01-006-184-022 is indoor self-storage. If the parcel is rezoned from the current classification of B-2 Business Commercial to (I-1) Light-Industrial, the property may include any permitted and conditional uses identified in Section 1127.02, Scheduled of Allowed Uses (attached).

Light Industrial 1127.03-Dimensional Requirements:

Minimum side and rear setback abutting a residential zoning district shall be 50 ft. in the I-1 and 75 ft. in the I-2 District.

Table 1127.03. Area, Height and Placement Requirements, Industrial District		
Zoning District	I-1, Light Industrial	I-2, Heavy Industrial
Lot Area and Width		
Minimum Lot Area (sq. ft.)	1 acre	2 acres
Minimum Lot Width (ft.)	200	200
Minimum Setbacks (ft.)		
Front	30	30
Rear	35	50
Side (interior)	20	20
Side (street)	20	30
Maximum Height and Lot Coverage		
Height (ft.)	45	60
Coverage (%)	-	-

Standards for a Zoning Map Amendment, Section 1177.04: In order to promote the public health, safety, and general welfare of the city against the unrestricted use of property, the Council and Planning Commission may consider the following standards and any other factors relevant to balancing the public interest in making any rezoning decision:

200 West Erie Avenue, 5th Floor, Lorain, Ohio 44052
 Building Division: (440) 204-2045 Fax: (440) 204-2540
 Housing & Planning Division: (440) 204-2020 Fax: (440) 204-2080
 Email: bhp@cityoflorain.org www.cityoflorain.org

- (a) Is the request in conformance with the City's comprehensive long-range plan?
- (b) Is this request a logical extension of a zoning boundary which would improve the pattern of uses in the general area?
- (c) Does the current zoning classification unreasonably restrict the use and enjoyment of the subject property?
- (d) Has a change of conditions occurred in the surrounding area which makes the current zoning of the property unreasonable?
- (e) Is this spot zoning and generally unrelated to either existing zoning or the pattern of development of the area?
- (f) Could traffic created by the proposed use or other uses permissible under the proposed zoning district travel through established residential neighborhoods on minor streets, leading to congestion, noise and traffic hazards?
- (g) Will the proposed use substantially conflict with existing density patterns in the zone or neighborhood?
- (h) Would the proposed use precipitate similar requests which would generate or accelerate adverse land use changes in the zone or neighborhood?
- (i) Will the request have any impact on any present or planned historic site or development in the City?
- (j) Will the action adversely impact adjacent or nearby properties in terms of:
 - (1) Environmental quality or livability, resulting from the introduction of uses or activities which would create traffic, noise, odor or visual hazards or the reduction of light and air that is incompatible with the established development pattern.
 - (2) Property values, by rendering such properties less suitable and therefore less marketable for the type of development to which they are committed or restricted.
- (k) Will the action create development potential of such increased intensity that storm water runoff from the site cannot be controlled within previous limits, resulting in adverse impacts upon existing down-stream drainage problems or potential problems?
- (l) Will the action create development opportunities that could create traffic flow beyond the carrying capacity of the current street system?
- (m) Will the action result in public service requirements such as provision of utilities or safety services which, because of the location or scale of the development, cannot be provided economically and therefore would create an actual burden to the public?

Respectfully,



Evelisse Atkinson
Planning & Zoning Administrator

1127.02 SCHEDULE OF ALLOWED USES.

Buildings or land shall not be used and buildings shall not be erected, except for the following specified uses, unless otherwise provided for in this Ordinance. Land and/or buildings in the districts indicated at the top of Table 1127.02 may be used for the purposes denoted by the following abbreviations:

- (a) Permitted Use (P). Land and/or buildings with this designation may be used for these purposes by right.
- (b) Conditional Use (C). Land and/or buildings with this designation may be used for these purposes if conditional approval is granted by the Planning Commission upon a finding that all applicable requirements in Chapter 1143 are satisfied.
- (c) Specific Conditions. Indicates that conditions related to the specific use must be satisfied in addition to the general criteria of Sections 1143.02 and 1143.03.

(Links for Table 1127.02: 1141.26, 1141.33, 1143.04, 1143.05, 1143.07, 1143.08)

Table 1127.02, Schedule of Uses – Industrial District

Use	I-1	I-2	Specific Conditions
Accessory Uses			
Accessory uses and structures	P	P	
Cafeteria facilities located within a principal use	P	P	
Child care facilities located within a principal use	P	P	
Corporate offices incidental to the principal use	P	P	
Drive-in and drive-through facilities for automated teller machines, banks and pharmacies, not including drive-in restaurants	C	C	See Section 1143.07(d)
Dwelling units for watchmen and operating personnel and their families	C	C	
Outdoor storage related to a principal use	C	C	See Section 1143.08(a)
Single-user solar energy system as accessory to a principal use	C	C	
Agriculture, Food and Animal-related Uses			
Breweries, distilleries and bottling plants	P		
Food processing plants		P	
Greenhouse/nursery (not including retail sales)	P		
Kennels	P		
Produce and other food products terminals	P		
Commercial Establishments			
Appliance repair	P		
Auction houses	P		
Consumer fireworks retail sales facility (permanent)	C		
Consumer fireworks retail sales facility (temporary)	C		See Section 1143.07(b)
Machinery and equipment sales & service	P		
Office equipment sales & service	P		
Pawn Shops	C		See Section 1143.07(a)
Petroleum products sales	P		
Sexually oriented businesses	C		See Section 1143.04(f)
Construction			
Contractors' offices and shops (not including outdoor storage)	P		
Glass sales & service	P		
HVAC sales & service	P		
Landscaping services	P		
Educational Services			
Schools, driving	C	C	
Technical and trade schools	P		
Training centers, engineering or sales	P		
Food, Drink, Entertainment and Hospitality			
Bars, taverns and nightclubs	C	C	See Section 1143.04(a)
Food catering service	P		
Restaurant, standard (not including drive-in or drive-thru)	P	P	
Restaurants (including alcohol and/or entertainment)	P	P	
Short-Term Rental	P	P	See Section 1141.33

Table 1127.02, Schedule of Uses – Industrial District

Use	I-1	I-2	Specific Conditions
Manufacturing			
Building material manufacturing including milling, planing and joining	C	P	
Chemical manufacturing and storage		C	
Concrete or asphalt manufacturing		C	
Electronics manufacturing and assembly	P	P	
Machine, sheet metal and welding shops	P	P	
Manufacturing and assembly of automobiles, trucks, planes, ships and railways		P	
Manufacturing, compounding, processing, packaging, treating or assembly from previously prepared materials	P	P	
Metal stamping, pressing and buffing	C	P	
Oil refineries		C	
Paint, rust proofing and rust coating	C		
Primary metal industries		P	
Sawmills		P	
Structural and steel fabrication	C	P	
Tool and die shops	P	P	
Mining			
Mineral extraction operations		C	
Offices, Research and Technical Facilities			
Blueprinting and photocopying establishments	P	P	
Financial institutions (banks, savings & loans, credit unions)	P	P	
Laboratory serving professional requirements, e.g. medical, dental, etc.	P		
Medical and dental office, including clinics	P		
Offices, general and professional	P		
Printing and publishing facilities	P		
Radio, television and recording studios	P		
Research and development laboratories	P	P	
Short-term lending or pay-day check cashing	C		See Section 1143.07(a)
Public Facilities			
Correctional facilities	C	C	
Government buildings	P	P	
Services			
Child care centers, commercial preschools and nurseries	P	P	
Cleaning services	P		
Crematorium	C		See Section 1143.07(c)
Dry cleaning plants and commercial laundries	C		
Locksmith shops	P		
Pest control services	P		
Repair shops, including small engine repair	P		
Tool and equipment rental	P		

Table 1.127.02, Schedule of Uses – Industrial District

Use	I-1	I-2	Specific Conditions
Transportation and Warehousing			
Airports	C		
Bottled gas storage and distribution	C		
Cartage, express and parcel delivery facilities	C	P	
Freight and intermodal terminals		P	
Heliports and helipads	C	C	
Mail order businesses and fulfillment centers	P		
Moving companies	P		
Parking garage, structure or lot (as principal use)	P	P	
Petroleum bulk stations		C	
Self-storage facilities (indoor)	C		
Self-storage facilities (outdoor)	C		
Warehouses and distribution centers	P	P	
Wholesale businesses	P		
Utilities			
Power generating plants	P	P	
Public utility structures and land	P	P	
Sewage treatment plants	C	C	
Solar Farms	P	P	
Wind energy conversion systems (single accessory)	C	C	See Section 1143.05(c)
Wind energy conversion systems (commercial)		C	See Section 1143.05(c)
Wireless communication facilities and towers	C	C	See Section 1143.05(d)
Vehicle Services			
Ambulance service	P		
Auto parts and tire stores	P		
Automobile rental	P		
Heavy equipment/semi-tractor and trailer sales, rental and service	P		
Tire retreading plant	C		
Truck and trailer rental	P	P	
Truck stops	C	P	See Section 1143.07(k)
Vehicle auction facilities	P		
Vehicle repair, major	C	P	See Section 1143.07(l)
Vehicle repair, minor	P		
Vehicle service stations	P	P	
Vehicle wash facilities	P	P	
Vehicle wash facilities for trucks and trailers	P	P	

Table 1127.02, Schedule of Uses – Industrial District

Use	I-1	I-2	Specific Conditions
Waste Processing and Disposal			
Construction debris, junk, solid waste disposal and salvage yards		C	See Section 1143.02(b)
Processing, storage, transfer, disposal or incineration of hazardous waste or medical waste		C	
Recycling collection and/or processing facility (non-hazardous)	P	P	
Sanitary landfills		C	
Vehicle salvage business		C	See Section 1143.02(n)
Other			
Uses of the same nature or class as uses listed in this district, but not listed elsewhere in this ordinance.	P/C	P/C	See Section 1141.26

(Ord. 4-21. Passed 1-4-21; Ord. 251-23. Passed 12-4-23; Ord. 36-25. Passed 4-7-25.)



CITY OF LORAIN

City Council Regular Meeting

4. c.

Meeting Date: 02/16/2026

Submitted by: Maggie Partin, Deputy Clerk

PURPOSE AND BACKGROUND

Lorain Planning Commissions recommendation to Council for approval of a Preliminary Development Plan, PDP 1-2026, for residential new construction, located at Lighthouse Pointe, PPN's 02-02-009-101-089 and 02-02-008-107-061. A Public Hearing will be held on Monday, March 23, 2026 at 5:30pm.

RECOMMENDATION TO COUNCIL:

Attachments

PDP 1-2026

PDP 1-2026 Staff Report

Form Review

Form Started By: Maggie Partin
Final Approval Date: 02/11/2026

Started On: 02/11/2026 04:18 PM



The City of Lorain, Ohio
Division of Building, Housing, and Planning
Rey Carrion, Safety Service Director

Jack W. Bradley, Mayor

RECEIVED
2.10.26
MARTIN

February 5, 2026

Honorable Members of Council
City Hall- First Floor
200 West Erie Avenue
Lorain, OH 44052

Re: P.D.P. 01-2026, (Previously held in abeyance) Submission for Planning Commission's review and consideration, a Preliminary Development Plan for residential new construction, in a PUD-Planned Unit Development district, Chapter 1131 and Section 1145 Site Development Plans located at, PPN's 02-02-009-101-089 and 02-02-008-107-061. Kevin Hoffman, Polaris Engineering & Surveying, (agent) applicant.

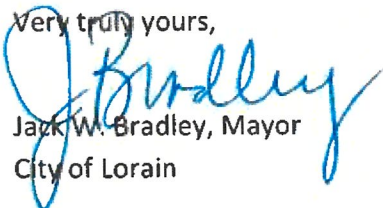
Honorable Members of Council:

The Lorain Planning Commission met in regular session on February 4, 2026, and considered the above referred to item.

After due consideration, it was regularly moved and supported to recommend approval, to Lorain City Council.

Motion Carried: 5 Ayes 0 Nays

Very truly yours,


Jack W. Bradley, Mayor
City of Lorain

cc: Safety/Service Director
Law Department
Engineering Department
Clerk of Council
File



Jack Bradley
Mayor

CITY OF LORAIN

PLANNING COMMISSION

PDP 01-2026

FDP _____

APPLICATION FOR DEVELOPMENT PLAN SUBMISSION

APPLICATION IS HEREBY MADE TO THE PLANNING COMMISSION OF THE CITY OF LORAIN, OHIO FOR DEVELOPMENT PLAN APPROVAL, CHAPTER 1145.

PLEASE CHECK ONE:

PRELIMINARY DEVELOPMENT PLAN: (required for Mixed-Use and Planned Unit Developments)

FINAL DEVELOPMENT PLAN:

OWNER OR AGENT NAME: Agent - Kevin Hoffman - Polaris Engineering & Surveying, Inc.

ADDRESS OF OWNER: 34600 Chardon Road, Suite D

CITY: Willoughby Hills STATE: OH ZIP CODE: 44094

PHONE: 440-944-4433 x102 EMAIL: kevinh@polaris-es.com

PROPERTY ADDRESS or PPN: PPN 0202009101089 & 0202008107061

CITY: Lorain STATE: OH ZIP CODE: 44053

BRIEF DESCRIPTION OF PROJECT: _____
Proposing 57 Duplex Units (114 total Units) Development with Public Road

ZONING DISTRICT: PUD


APPLICANT'S SIGNATURE

12/12/25
DATE

APPROVED	
CHAIRMAN, CITY OF LORAIN PLANNING COMMISSION	DATE
FOR OFFICE USE ONLY	



Polaris Engineering & Surveying
34600 Chardon Road Suite D
Willoughby Hills, Ohio 44094
Office: (440) 944-4433
Fax: (440) 944-3722

December 12, 2025

City of Lorain, Building, Housing & Planning
Attn: Evelisse Atkinson, Planning & Zoning Administrator
200 West Erie Ave., 5th Floor
Lorain, OH 44052

RE: Lighthouse Pointe – Amended PUD Preliminary Plan

Ms. Atkinson,

On behalf of my client, Robert Benjamin of Claridon-Chardon Development, LLC please find the attached application for the Amended PUD Preliminary Plan for Lighthouse Pointe. This plan is being amended to propose 57 duplex buildings (114 total units) on the remaining 28.55 acres of vacant land owned by Jovic, LLC. This sub-development will be referred to as The Cottages at Lighthouse Point. The proposed duplex buildings will be ranch-style dwellings (with basements) and will be platted on fee simple sublots. The dwellings will front onto a proposed 60 public right of way, and the roadway will be constructed to city standard specifications. Approximately 7.41 acres of open space will be provided which is in excess of the 20% requirement. We look forward to presenting this plan to the commission.

Respectfully,

A handwritten signature in black ink that reads "Kevin T. Hoffman".

Kevin T. Hoffman, P.E.
Polaris Engineering & Surveying, Inc.

CITY OF LORAIN - LORAIN COUNTY - OHIO
**LIGHTHOUSE POINT
 AMENDED PUD**

POLARIS ENGINEERING & SURVEYING, INC.
 2840 CHARDON ROAD - SUITE D
 WILLOUGHBY HILLS, OHIO 44094
 (440) 944-4433
 www.polaris-es.com



**OVERALL
 DEVELOPMENT PLAN
 FOR
 AMENDED PUD**

PREPARED FOR:
 Clardon-Chardon, LLC
 PHONE: (216) 410-3485
 ROBERT BENJAMIN

CONTRACT NO.	25134
SHEET	01
OF	03



**VICINITY MAP
 (N.T.S.)**

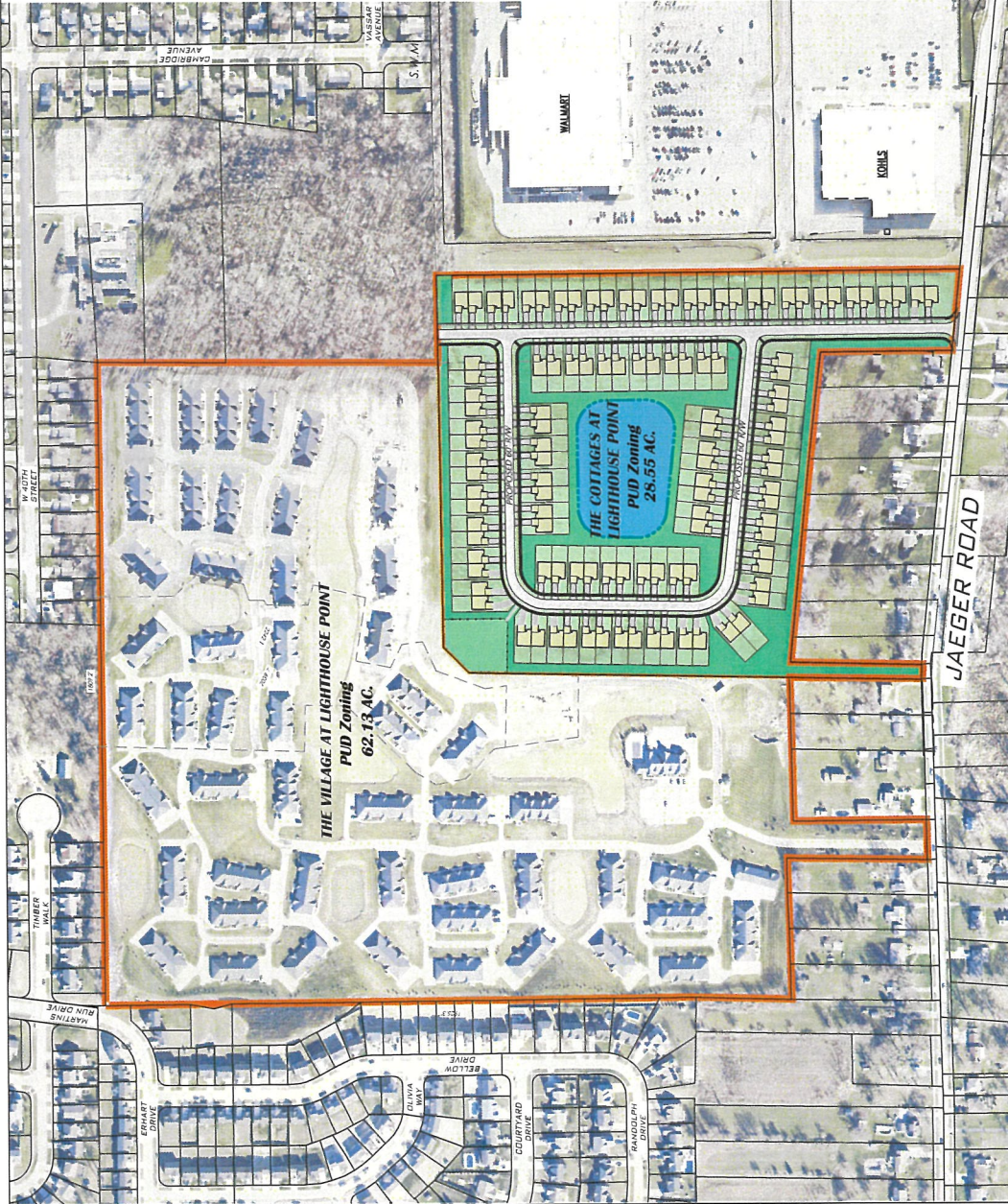
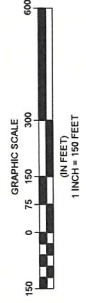


PROPERTY OWNER:

Jovic, LLC
 1451 Meister Road
 Lorain, OH 44053
 PHONE: 440-759-2920
 CONTACT: Anthony Giardini

DEVELOPED BY:

Clardon-Chardon Real Estate
 Development, LLC
 38270 McDowell Dr.
 Solon, OH 44139
 PHONE: (216) 410-3485
 CONTACT: Robert Benjamin



NOTE:
 EXISTING TOPOGRAPHIC AND SURROUNDING PARCEL INFORMATION
 SURVEYING, INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF
 THE TOPOGRAPHIC AND SURVEY INFORMATION SHOWN ON THIS PLAN.

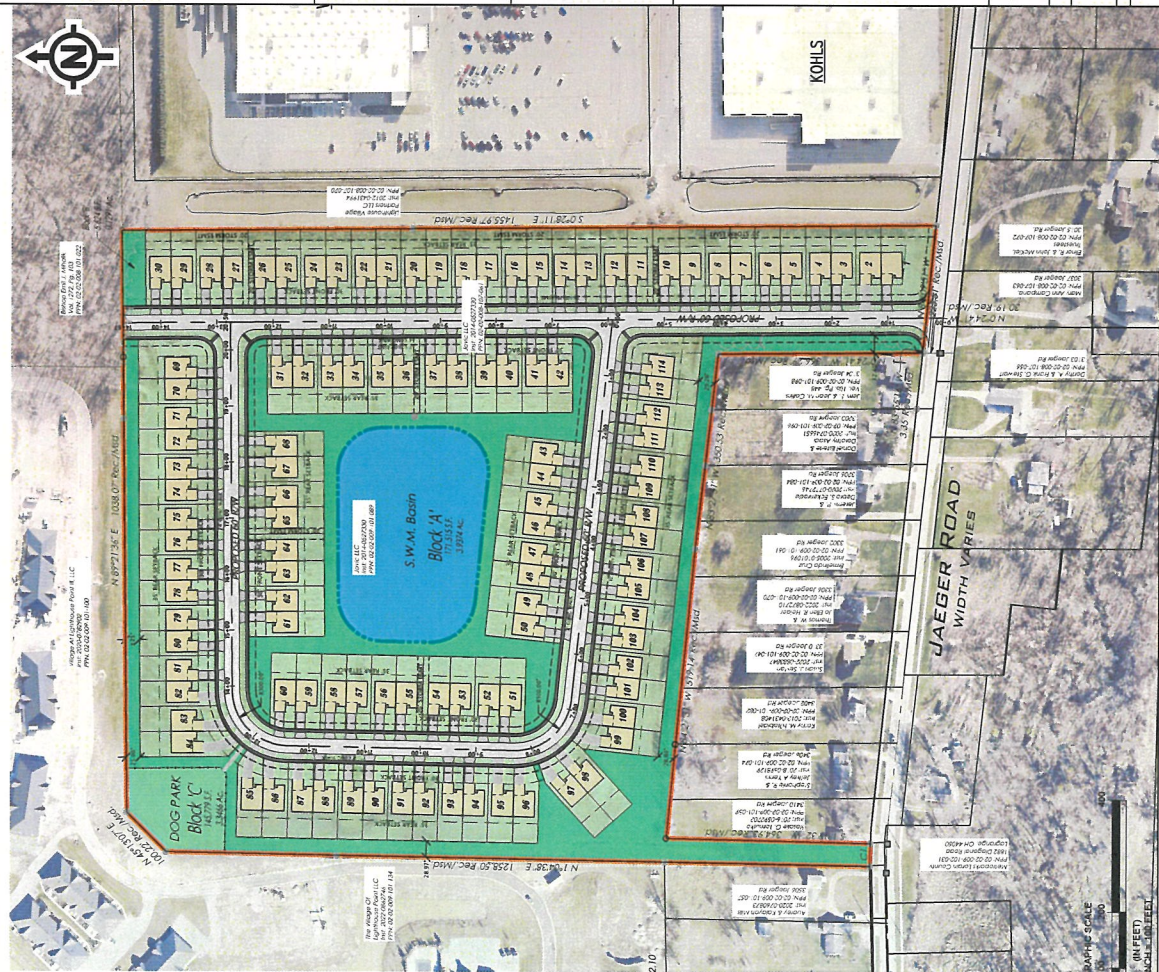
DATE: 12/22/2016 DRAWN: JTL
 SCALE: 1/8" = 1' DATE: 10/11/2016 CHECKED: JTB
 FILENAME: 25134 Primary Plan
 TAB: 01 Overall
 DRAWN BY: JTB
 CHECKED BY: JTB



REV. NO.	DATE	BY



PREPARED FOR: Chadwick-Cramer PHONE: (714) 761-1111 ROBERT HELLMAN	CONTRACT NO. 25134	SHEET 02	OF 03
---	------------------------------	--------------------	-----------------



SITE INFORMATION:
 PROJECT AREA = 26.5549 AC.
 CURRENT & PROP. ZONING = PUD
 OPEN SPACE PROVIDED = 5.71 AC. (20%)
 RIGHT OF WAY PROVIDED = 4.75 AC. (25.9%)
 57 DUPLEX BUILDINGS SHOWN = 114 TOTAL UNITS
 DENSITY = 3.99 UNITS/AC
 ROADWAY = 43250 LF OF 27' WIDE PAVEMENT (BTWN BACK OF CURVES)



REV. NO.	DATE	BY

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
CT	41.04'	830.00'	2°49'59"	41.04'	N89°03'01"W	20.52'

NOTE:
 EXISTING TOPOGRAPHIC AND SURROUNDING PARCEL INFORMATION AND SURVEYING, INC. ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE TOPOGRAPHIC AND SURVEY INFORMATION SHOWN ON THIS PLAN.

DATE: JUNE 15, 2021
 SCALE: HOR. 1"=100' VERT. 1/4"=10'
 FOLDER: DWG\CAD\CAD\25134 Preliminary Plan
 FILENAME: 25134 Preliminary Plan
 TAB: 02-PLANIM
 BDDY: B.Y.
 MP5
 SIB



Polaris Engineering & Surveying
34600 Chardon Road Suite D
Willoughby Hills, Ohio 44094
Office: (440) 944-4433
Fax: (440) 944-3722

December 12, 2025

**RE: Lighthouse Point Amended PUD Preliminary Plan
The Cottages at Lighthouse Point – Adjoining Owners:**

The Village Of
Lighthouse Point LLC
PPN: 02-02-009-101-100 & 134
3600 Jaeger Road
Lorain, OH 44053

Bishop Emil J. Mihalik
PPN: 02-02-008-101-022
2711 W.40th Street
Lorain, OH 44053

Lighthouse Village
Partners LLC
PPN: 02-02-008-107-070
Lorain, OH 44053

Elinor R. & John McKiel, Trustees
PPN: 02-02-008-107-072
3015 Jaeger Rd.
Lorain, OH 44053

Mary Ann Campana,
PPN: 02-02-008-107-063
3037 Jaeger Rd
Lorain, OH 44053

Dorthy A. & Frank G. Stewart
PPN: 02-02-008-107-056
3103 Jaeger Rd
Lorain, OH 44053

Metroparks Lorain County
PPN: 02-02-009-102-031
1882 Diagonal Road
Lagrange, OH 44050

Jerry E. & Jean M. Collins
PPN: 02-02-009-101-098
3104 Jaeger Rd
Lorain, OH 44053

Daniel Esterle &
Dorothy Asadi
PPN: 02-02-009-101-096
3200 Jaeger Rd
Lorain, OH 44053

Jeremy P. &
Debra S. Eckenrode
PPN: 02-02-009-101-084
3206 Jaeger Rd
Lorain, OH 44053

Ermelinda Cruz
PPN: 02-02-009-101-061
3302 Jaeger Rd
Lorain, OH 44053

Thomas W. &
Jo Ellen R. Heider
PPN: 02-02-009-101-070
3306 Jaeger Rd
Lorain, OH 44053

Susan J. Sexton
PPN: 02-02-009-101-047
3310 Jaeger Rd
Lorain, OH 44053

Kathy M. Hiltabidel
PPN: 02-02-009-101-082
3402 Jaeger Rd
Lorain, OH 44053

Stephanie R. &
Jeffrey A Yenni
PPN: 02-02-009-101-074

3406 Jaeger Rd
Lorain, OH 44053

Rosalie G. Tomusko
PPN: 02-02-009-101-059
3410 Jaeger Rd
Lorain, OH 44053

Audrey & Kalayah Mills
Inst: 2020-0760873
PPN: 02-02-009-101-057
3506 Jaeger Rd
Lorain, OH 44053



Jack Bradley
Mayor

CITY OF LORAIN

Department of Building, Housing & Planning

Matthew Kuszniir
Director

David Faciana
Chief Building Official

REVISED

January 26, 2026

To: Planning Commission

Re: *P.D.P. 01-2026, Submission for Planning Commission's review and consideration, a Preliminary Development Plan for residential new construction, in a PUD-Planned Unit Development district, Chapter 1131 and Section 1145 Site Development Plans located at, PPN's 02-02-009-101-089 and 02-02-008-107-061. Kevin Hoffman, Polaris Engineering & Surveying, (agent) applicant.*

The following comments were received in response to the plans for consideration:

Zoning

- Currently, the Zoning Code does not have a standard for fee-simple ownership however, Planned Unit Developments (PUD) are intended to be unique and create a variety of options for development. Therefore, the proposed amended Preliminary Development Plan will need the following modifications considered by Planning Commission and City Council per Sections 1131.04(b) and 1123.02:
 - The interior side yard setback requirement is five (5) feet. The proposed development of two-family dwellings (duplexes) will have a shared wall between units.
 - The typical required lot width for a two-family dwelling is sixty (60) feet however, the separation wall and proposed lot line creates a lot width of forty-five (45) feet per unit.
- Per Section 1131.05(7), all Private Covenants and Restrictions must be recorded with the Lorain County Clerk prior to plat approval or issuance of a building permit.

Building

- Plans will be reviewed at a later date.

Engineering and Utilities:

- We would prefer that the Sanitary Sewer NOT have two bulkheads in the NW portion of the development as this can create stagnant flow in the system and odors (parcels 85 & 86).
- Additionally, catch basins are not to be placed in driveway aprons.
- As far as watermain, it looks good as long as hydrants are not placed too close to driveways. There is a concern of a small dead-end on the NE section at plots 27-30 that could result in some pressure/quality concerns.
- We would have them add a water main interconnection that could follow the storm sewer through the dog park as there is an 8" PVC Main in that direction to loop to.

- There is a sanitary line and manhole that would be in the backyard of parcel 97/98. This may need to be represented on the plans, and it could possibly allow direction of the sewer in that direction if topography/grade allows to reduce a tap into the sewer line along Jaeger.
- Please include Pre- & Post-Drainage Calculations & Area of Disturbance as per [1529.08: Development Site One Acre in Size or Larger](#)

Police and Fire- No comment submitted.

Review of the Preliminary or Final Development Plan by City departments and Planning Commission does not permit or authorize the commencement of any development or construction. The applicant must submit the required applications, fees, and necessary documents to each respective department for permit consideration after full approval from Planning Commission.

Respectfully,



Evelisse Atkinson
Planning & Zoning Administrator



CITY OF LORAIN

City Council Regular Meeting

7. a.

Meeting Date: 02/16/2026

Submitted by: Hannah Kiraly, Program Manager

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

A RESOLUTION SUPPORTING THE ADOPTION OF THE CITY OF LORAIN URBAN AGRICULTURE PLAN, ENTITLED "GROWING TOGETHER," ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE AS LORAIN'S OFFICIAL URBAN AGRICULTURE PLAN.

PURPOSE AND BACKGROUND

The City of Lorain received a Planning Grant from the United States Department of Agriculture to understand barriers to access to fresh food resources and develop a Plan to mitigate those barriers.

RECOMMENDATION TO COUNCIL:

Waive the Three Reading Rule and Consider for Passage.

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
M. Kuszniir	Matt Kuszniir	02/11/2026 11:33 AM
Carrion	Rey Carrion	02/12/2026 02:44 PM
Mayor Bradley	Hannah Kiraly	02/12/2026 02:44 PM
Kiraly (Originator)	Hannah Kiraly	02/12/2026 02:46 PM
M. Kuszniir	Matt Kuszniir	02/12/2026 02:48 PM
Carrion	Rey Carrion	02/12/2026 02:55 PM
Mayor Bradley	Jack Bradley	02/12/2026 03:33 PM
P. Riley	Michele Beko	02/12/2026 04:07 PM
Form Started By: Hannah Kiraly		Started On: 02/09/2026 09:52 AM
Final Approval Date: 02/12/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

RESOLUTION NO. _____

A RESOLUTION SUPPORTING THE ADOPTION OF THE CITY OF LORAIN URBAN AGRICULTURE PLAN, ENTITLED “GROWING TOGETHER,” ITS SUBMISSION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE AS LORAIN’S OFFICIAL URBAN AGRICULTURE PLAN.

WHEREAS, the United States Department of Agriculture (USDA) awarded the City of Lorain an Urban Agriculture and Innovation Production (UAIP) Planning Grant in the amount of \$207,174.48; and,

WHEREAS, the UAIP Planning Grant is a competitive grant program to initiate or expand efforts of farmers, gardeners, citizens, government officials, schools and other stakeholders in urban area and suburbs. Projects may target areas of food access, education, business and startup costs for new farms, and development of policies related to zoning and other need of urban production; and,

WHEREAS, the purpose of the UAIP Planning Grant for the City of Lorain was to assist in the identification of current conditions regarding access to food resources, policies and zoning that inhibit urban agriculture as an economic driver, and identifying next steps to expand resources and programming to support urban agriculture as an economic driver; and,

WHEREAS, the City of Lorain, Second Harvest Food Bank of North Central Ohio, Lorain County Public Health, and Solidarity Urban Farms were designated as the project team, collectively known as “Food Forward Lorain,” to carry out the scope of work associated with the Planning Grant; and,

WHEREAS, the City of Lorain contracted with two consultants, TSW, Inc. and Agritecture, LLC, through a Request for Proposals (RFP) process, and over the past year has worked directly with the consultants to identify existing conditions—including zoning, policy, and tax rebate considerations—as well as recommendations and next steps to regulate and support urban agriculture as a growing economic driver in the City of Lorain; and,

WHEREAS, the City of Lorain Building, Housing, and Planning Department, through its Community and Economic Development Division, compiled, designed, and facilitated the creation of the *Lorain Urban Agriculture Plan: Growing Together*; and,

WHEREAS, the City of Lorain Department of Building, Housing, and Planning seeks approval of the *Lorain Urban Agriculture Plan: Growing Together*; and,

WHEREAS, this plan represents the first Urban Agriculture Plan to be adopted and implemented by the City of Lorain.

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

SECTION I. That Lorain City Council hereby approves the Lorain Urban Agriculture Plan: Growing Together which has been electronically transmitted to the Office of the Clerk of Council.

SECTION II. That it is found that all actions of this Council concerning and relating to the passage of this resolution were adopted in an open meeting of this Council and 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: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

MAYOR

APPROVED: _____, 2026



CITY OF LORAIN

City Council Regular Meeting

7. b.

Meeting Date: 02/16/2026

Submitted by: Linda OConnor

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF LORAIN ("THE CITY") TO ACCEPT THE 2026 NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) COMMUNITY EVENT SPONSORSHIP PROGRAM AWARD.

PURPOSE AND BACKGROUND:

It is in the best interest of the City of Lorain to accept the 2026 NOPEC Community event Sponsorship Program award in order to host events within our community that are free and open to the public.

RECOMMENDATION TO COUNCIL:

We recommend Council consider passage of this ordinance.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y

Estimated Total Expenditure: \$2,000.00

List of Funding Source and/or Account Number: 4010.C401.6300.5601

Estimate of Incoming Revenue (fees, grants, etc.): \$2,000.00

Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

ordinance
award letter

Form Review

Inbox	Reviewed By	Date
Garcia	Lori Garcia	02/12/2026 11:49 AM
Carrion	Rey Carrion	02/12/2026 02:45 PM
Mayor Bradley	Jack Bradley	02/12/2026 03:32 PM
Harper	Anita Harper	02/12/2026 04:05 PM
P. Riley	Michele Beko	02/12/2026 04:07 PM
Form Started By: Linda OConnor		Started On: 02/10/2026 09:54 AM
Final Approval Date: 02/12/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND/OR DIRECTOR OF PUBLIC SAFETY/SERVICE OF THE CITY OF LORAIN (THE "CITY") TO ACCEPT THE 2026 NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) COMMUNITY EVENT SPONSORSHIP PROGRAM AWARD.

WHEREAS, the City of Lorain, Ohio is a member of the Northeast Ohio Public Energy Council ("NOPEC") making us eligible for participation in the 2026 NOPEC Community Event Sponsorship Program as provided for in NOPEC Program guidelines; and

WHEREAS, NOPEC funds are available through the Community Event Sponsorship Program by NOPEC, Inc. to be used toward the funding of a free community event within the City of Lorain in the amount of \$2,000.00; and

WHEREAS, the City of Lorain has been named as the designee of these funds in the amount of \$2,000.00

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

SECTION I: The Mayor and Lorain City Council hereby find and determine that it is in the best interest of the City to accept the 2026 NOPEC Community Event Sponsorship Program Award in the amount of \$2,000.00, and hereby authorizes the Mayor to accept this award from NOPEC, Inc. Funds are hereby appropriated from account 4010.C401.6300.5601 for said purpose.

SECTION II: That funds in the amount of \$2,000.00 shall be deposited directly into the bank account provided by City of Lorain, as required by NOPEC guidelines..

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 any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with Section 121.22 of the Ohio Revised Code.

SECTION IV: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

President of Council

ATTEST: _____, Clerk

Mayor

APPROVED: _____, 2026

DR. WILLIAM KOONS
Chairman

CHUCK KEIPER
Executive Director and
CEO

BOARD OF DIRECTORS

CASEY KOZLOWSKI
Ashtabula County

DAVID SCHEFFLER
Central Ohio

JOHN ZEHENTBAUER
Columbiana County

**BENJAMIN I. HOLBERT
III**
Cuyahoga County

WILLIAM KOONS
Geauga County

G. STUART O'HARA
Huron County

HOLLIE BARTONE
Lake County

KEVIN A. BRUBAKER
Lorain County

LISA BALSINGER
Mahoning County

GRANT AUNGST
Medina County

LARRY D. JENKINS, JR.
Portage County

PETER THEM
Richland County

NICK DUTRO
Seneca County

ALAN SWANK
Southeast Ohio

JULI SPRINGER
Southwest Ohio

Greetings from NOPEC,

NOPEC is once again making funds available to member communities through our Community Event Sponsorship Program! This program is designed to provide financial support to deserving organizations within your community that host events for residents.

Your community's sponsorship award and registration code are provided below.

Community Name: Lorain

Community Registration Code: 9593

2026 Sponsorship Award: \$2,000.00

Sponsorship Program Application: <https://nopecsponsorships.org/>

Your sponsorship funds were determined by the average number of enrolled residential/business accounts. We calculate this average based on 2nd and 3rd quarter gas and/or electric enrollment.

To complete your Sponsorship Request you will need to complete the following:

- **Register:** Go to <https://www.nopecsponsorships.org/> and use your community registration code (above) to register as a new user. *Please note that an employee of the community must register on behalf of your community. This can range from the Mayor, City Manager, Fiscal Officer, Executive Assistant, etc.*
- **Part 1: Submit a Community Profile** - Upload a completed Community Acknowledgment Form
- **Part 2: Submit a Sponsorship Request** - Upload a completed Organization Acknowledgment Form packet

Both of these forms can be downloaded under documents at <https://nopecsponsorships.org/>.

We define the 'organization' as the party receiving the sponsorship funds. This can be a non-profit organization, a for-profit organization or a department or committee within your community. If you wish to designate a department or committee within your community, you need to list the designated department/committee clearly on the Organization Acknowledgment Form.

You must complete **Part 1**, your Community Profile, **Part 2**, your Sponsorship Request(s) and all completed forms, by April 30, 2026. We strongly recommend submitting your request as early as possible to avoid any issues. **No extensions will be given, and no exceptions will be made. And remember, sponsorship dollars do not roll over.** If you need any assistance, please reach out to the Community Outreach Team.

All sponsorship funds will be distributed via Automated Clearing House (ACH) transfers directly to the designated account. **No paper checks will be issued.** Funds will be disbursed no later than the end of the Second Quarter— June 30, 2026.

Thank you and we look forward to supporting your events next year!

Lauren Vladyka
Community Engagement Administrator
Sponsorships@nopec.org
440-772-0429



CITY OF LORAIN

City Council Regular Meeting

7. c.

Meeting Date: 02/16/2026

Submitted by: Linda OConnor

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF LORAIN ("THE CITY") TO ACCEPT THE 2026 NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT.

PURPOSE AND BACKGROUND:

It is in the best interest of the City of Lorain to accept the 2026 NOPEC Energized Community Grant to fund projects which will benefit the City of Lorain Community.

RECOMMENDATION TO COUNCIL:

We recommend Council consider passage of this ordinance.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y

Estimated Total Expenditure: 30,210.00

List of Funding Source and/or Account Number: 4010.C401.6300.5601

Estimate of Incoming Revenue (fees, grants, etc.): 30,210.00

Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

ordinance

Form Review

Inbox	Reviewed By	Date
Garcia	Lori Garcia	02/12/2026 11:49 AM
Carrion	Rey Carrion	02/12/2026 02:45 PM
Mayor Bradley	Jack Bradley	02/12/2026 03:31 PM
Harper	Anita Harper	02/12/2026 04:06 PM
P. Riley	Michele Beko	02/12/2026 04:07 PM
Form Started By: Linda OConnor		Started On: 02/10/2026 09:54 AM
Final Approval Date: 02/12/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF LORAIN (THE "CITY") TO ACCEPT THE 2026 NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT.

WHEREAS, the City of Lorain, Ohio is a member of the Northeast Ohio Public Energy Council ("NOPEC") for gas aggregation making us eligible for a 2026 NOPEC Energized Community Grant ("NEC Grant") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the 2026 NOPEC Energized Community Grant awarded by NOPEC, Inc. to benefit the City of Lorain community is for the amount of \$30,210.00 and

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

SECTION I: The Mayor and Lorain City Council hereby find and determine that it is in the best interest of the City to accept the 2026 NEC Grant award of \$30,210.00 and hereby authorizes the Mayor to execute the Grant Agreement with NOPEC, Inc. Funds are hereby appropriated from account 4010.C401.6300.5601 for said purpose.

SECTION II: City of Lorain currently utilizes NOPEC for gas aggregation.

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 any of its committees that resulted in such formal actions were in meetings open to the public and in compliance with Section 121.22 of the Ohio Revised Code.

SECTION III: That this ordinance 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

From: NOPEC Grants <grants@nopecinc.org>
Sent: Tuesday, January 27, 2026 10:37:36 AM
To: Bradley, Jack <Jack_Bradley@cityoflorain.org>
Cc: Koziura, Joseph <Joe_Koziura@cityoflorain.org>; Kyla Presto <kpresto@nopec.org>
Subject: 2026 NEC Grant Award Details

Good morning,

Congratulations! The City of Lorain has been awarded a NOPEC Energized Community (NEC) Grant in the amount of \$30210 for 2026. The NEC Grant website will be available to you starting Monday February 2, 2026.

The 2026 NEC Grant process utilizes a grant website that you may have used over the past few years. If you have previously created a sign on, you will not need to make a new one.

If you are new to the NEC Grant program, please contact me so we can set up a call to walk through the process.

Important Dates & Deadlines:

1. **June 30, 2026: Deadline to complete your online profile accepting the 2026 NEC Grant Award**
 - a. To accept the 2026 NEC Grant award, please complete the community profile at www.nopecgrants.org. This includes your designated grant representative uploading legislation accepting the funding and an executed 2026 NEC Grant Agreement. These documents and other helpful handouts can be found in the NEC Grant website and attached to this email.

2. **November 30, 2026: Deadline to submit disbursements for 2024 NEC Grant Balances & the last day to submit any disbursements before our system shuts down for annual updates**

Contact me at grants@nopecinc.org for additional help or information. I look forward to working with you!

Sincerely,
Jessica

Jessica Renner, MPA, OhioCED
Director of Economic Development and Community Investment
440-249-7072
www.nopec.org | [Facebook](#) | [LinkedIn](#)



CITY OF LORAIN

City Council Regular Meeting

7. d.

Meeting Date: 02/16/2026

Submitted by: Jacob Morris, Captain

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH CLEVELAND COMMUNICATIONS, INC. FOR THE USE OF SPACE ON TOP OF THE JOHNNIE WILSON WATER TOWER LOCTED AT 1217 PLANT ST., TO INSTALL A RADIO ANTENNA AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND

WHEREAS, the City of Lorain desires to procure the professional services of Cleveland Communications, Inc. (CCI) for the installation of a radio antenna for law enforcement communications; and,

WHEREAS, the installation of said antenna will increase Lorain Police Department capabilities and efficiencies in its law enforcement communications, thereby increasing public safety in and around the City of Lorain; and,

WHEREAS, the Lorain Police Department recommends that the City of Lorain enter into a five-year agreement with Cleveland Communications, Inc. for equipment, hardware, and professional services to install and maintain the antenna usage/application at no cost to the City of Lorain.

RECOMMENDATION TO COUNCIL:

Recommend for passage.

Attachments

Radio Contract / Ordinance
Exhibit A

Form Review

Inbox	Reviewed By	Date
Carrion	Rey Carrion	02/12/2026 03:01 PM
Mayor Bradley	Jack Bradley	02/12/2026 03:29 PM
P. Riley	Michele Beko	02/12/2026 03:40 PM
Form Started By: Jacob Morris		Started On: 02/11/2026 02:15 PM
Final Approval Date: 02/12/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH CLEVELAND COMMUNICATIONS, INC. FOR THE USE OF SPACE ON TOP OF THE JOHNNIE WILSON WATER TOWER LOCTED AT 1217 PLANT ST., TO INSTALL A RADIO ANTENNA AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lorain desires to procure the professional services of Cleveland Communications, Inc. (CCI) for the installation of a radio antenna for law enforcement communications; and,

WHEREAS, the installation of said antenna will increase Lorain Police Department capabilities and efficiencies in its law enforcement communications, thereby increasing public safety in and around the City of Lorain; and,

WHEREAS, the Lorain Police Department recommends that the City of Lorain enter into a five-year agreement with Cleveland Communications, Inc. for equipment, hardware, and professional services to install and maintain the antenna usage/application at no cost to the City of Lorain.

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

SECTION I: That the Safety/Service Director is hereby authorized to enter into an Agreement with Cleveland Communications, Inc., a copy of which is marked “Exhibit A”, attached hereto and incorporated herein by reference (the “Agreement”). The Agreement shall be in substantial form and essence subject to the approval by the Law Director.

SECTION II. That the Agreement shall be for a term of five-years and shall not result in any financial cost/burden to the City of Lorain.

SECTION II.: That it is found and determined that all formal actions of Council concerning and relating to the adoption 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 actions, were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code; and

SECTION III: That this ordinance is hereby declared to be an emergency, the nature of the emergency being the immediate need to enhance the capacity of the Lorain Police Department to conduct law enforcement radio communications and increase public safety in the City of Lorain. Therefore, this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____, **CLERK**

APPROVED: _____, **2026**

MAYOR

COMMUNICATIONS TOWER LEASE (FOR COMMUNICATIONS EQUIPMENT)

THIS LEASE AGREEMENT is made and entered into this 1st day of _____, 2026 by and between The City of Lorain (hereinafter referred to as “Lessor”) and Cleveland Communications Inc., an Ohio corporation (hereinafter referred to as “CCI” or “Lessee”); and

WHEREAS, Lessee provides communications services to the City of Lorain and other local governments for use by their Police, Fire, EMS, and Dispatchers; and

WHEREAS, Lessee desires to Lease space on the Lessor’s water tower roof top located at 1217 Plant St. Lorain, OH 44054, for the purpose of locating communication antennas and related apparatus that Lessee utilizes to facilitate communications between safety forces that service to Lessor’s community and other local governments; and

NOW THEREFORE, LESSOR AND LESSEE AGREE AS FOLLOWS:

1. PREMISES LEASED. Pursuant to the provisions set forth herein, Lessor hereby agrees to lease unto the Lessee a space for locating Lessee’s antenna and related apparatus on the Lessor’s water tower located at 1217 Plant St. Lorain, OH 44054

2. TERM. The initial term of this Lease shall be for a period of Five (5) years and commence on the 1st day of _____, 2026.

3. EQUIPMENT INSTALLATION. Lessee shall be responsible for installation of its own equipment on and in the building and such installation of said equipment shall be within the accepted engineering standards for placement of such equipment. Lessee shall have the transmission cable permanently affixed between the antenna mount and the entry access by means of a messenger cable, tray or other such suitable method. Its installation as well as the antenna placement must be planned with and approved by Lessor prior to commencement of the work. Lessor reserves the right to inspect Lessee’s installation work.

4. EQUIPMENT TO BE INSTALLED. Lessee may install that equipment listed in Schedule A, attached. Changes from this schedule must be approved in advance by Lessor prior to installation. Lessee will provide as built drawings and pictures of the installation.

5. REMOVAL OF EQUIPMENT. Upon termination of this lease, the Lessee shall, within sixty (60) days from the date of termination, remove any and all of Lessee’s equipment from the premises of the Lessor. Such removal shall be made within the accepted engineering standards for removal of such equipment and such removal shall be made in such a manner as to not damage the tower or any of the Lessor’s equipment located in or on said tower. Any damage caused by the removal of such equipment shall be repaired immediately by Lessee or its contractor at Lessee’s expense. All removal work must be approved prior to commencement and once again upon completion.

6. RENT & RENEWAL. In light of the hole fill nature of this site, no rental amount is contemplated. This Lease shall automatically renew for successive terms of Five (5) years each, unless Lessee notifies Lessor of its intent to terminate such Lease on or before sixty (60) days prior to the expiration of the then current term of the Lease. If no notification is received by Lessor from Lessee sixty (60) days prior to the expiration of the term, then the Lease shall automatically renew for an additional term. Such notification by Lessee to Lessor shall be by certified mail with return receipt requested or by overnight delivery through U.S.P.S., FedEx, UPS or similar overnight delivery service, with tracking, at the address shown on the signature page.

7. TERMINATION OF LEASE. This Lease may be terminated by either party for cause, provided the terminating party provides the other with a One Hundred Eighty (180) Day cure period with written notice of said termination. If the Lessor intends to terminate the lease, Lessor will negotiate in good faith for the use of the assets provided by Lessee through the remainder of the lease term.

8. ACCESS TO PREMISES. Lessee and/or properly authorized and technically trained personnel whose names shall be supplied in writing to the Lessor, shall have access to Lessee's equipment at all times in order to maintain and repair said equipment.

9. MAINTENANCE AND REPAIR. Lessee shall be responsible for all maintenance and repair in connection with its equipment installed on/in the building. Lessor shall not be responsible for any such upkeep or repair of said equipment. Lessor agrees to keep and maintain the building in a good condition at its own expense.

10. EQUIPMENT. Lessee may install equipment as described in the attached "Schedule A".

11. DESTROYED OR STOLEN EQUIPMENT. Lessor shall not be responsible for any of Lessee's equipment, which may be destroyed, stolen or damaged. Lessee shall carry adequate insurance coverage for such equipment.

12. LESSEE'S INSURANCE. Lessee shall obtain and maintain sufficient liability insurance to protect against loss, damage or injury in an amount agreed to by the Lessor and Lessee. Lessee shall add Lessor as an additional insured on its policy.

13. ASSIGNMENT. Lessee may not assign this Lease without the consent of the Lessor, and Lessor may not assign this Lease without the consent of Lessee, said consent not to be unreasonably withheld by Lessor. Said Lease shall be enforceable against a successor Lessee. This Lease shall run with the land and be enforceable against any successor owner or assignee in perpetuity.

14. DEFAULT. The following event shall constitute a default on the part of the Lessee hereunder: The breach or failure of Lessee to observe or perform any of its obligations

hereunder. Prior to declaring said default, the Lessor shall give notice to Lessee of its default and give Lessee sixty (60) days to correct the condition(s) that Lessor has determined constitutes default. Said cure period may be extended by agreement of the parties.

16. MARKING AND LIGHTING REQUIREMENTS. Lessor acknowledges that it, and not Lessee, shall be responsible for compliance with all tower or building marking requirements, which may be required by the Federal Aviation Administration (FAA) or the Federal Communications Commission (FCC). Should Lessee be cited by either the FCC or the FAA because its site is not in compliance, and if Lessor does not cure the conditions of non-compliance within the time frame allowed by the citing agency, Lessee may terminate its Lease immediately upon notice to Lessor.

17. ELECTRICAL POWER. Lessor shall provide adequate current service to operate Lessee's equipment at Lessee's expense. Lessee shall if necessary, install such electrical circuitry required to supply its equipment.

19. INVALID PROVISION. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

20. COMPLETE AGREEMENT. This Lease, executed by the parties hereto, contains the entire understanding of the parties, and such understanding may not be modified or terminated except in writing and signed by the parties hereto. Each party executing this Lease affirms it has the necessary authority to act on behalf of the entity it represents.

WITNESS OUR HANDS on this _____ day of _____ 2026.

LESSOR:

LESSEE:

City of Lorain
200 E. Erie St.
Lorain, OH. 44052

Alan L. Close, President
Cleveland Communications, Inc.
5220 Hauserman
Parma, Ohio 44130

Approved as to form:

Patrick D. Riley
Lorain Law Director

STATE OF OHIO, COUNTY OF LORAIN

The foregoing instrument was acknowledged before me on this ____ day of _____, 2026
by Alan L. Close.

Notary Public

STATE OF OHIO, COUNTY OF LORAIN

The foregoing instrument was acknowledged before me on this _____ day of
_____, 2026 by the City of Lorain

Notary Public

EXHIBIT "A"

- 1- Contract for installation/maintenance.



CITY OF LORAIN

City Council Regular Meeting

7. e.

Meeting Date: 02/16/2026

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF LORAIN, OHIO, TO AUTHORIZE THE PURCHASE OF EQUIPMENT & MATERIALS RELATED TO THE REPLACEMENT OF TWO (2) PUMPS AT THE BLACK RIVER WWTP, AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

WHEREAS, the Black River WWTP requires the immediate replacement of two (2) pump rotating assemblies and one (1) pump volute; and

WHEREAS, the Black River WWTP needs to continue the treatment of wastewater and to meet their NPDES Permit; and

WHEREAS, the Utilities Department Administration has determined that these improvements are necessary to maintain continuous adequate and efficient wastewater treatment operations.

RECOMMENDATION TO COUNCIL:

Passage

Fiscal Impact

<u>Funds Available in Current Year Budget (Y/N):</u>	Y
<u>Estimated Total Expenditure:</u>	140,000
<u>List of Funding Source and/or Account Number:</u>	Budget
<u>Estimate of Incoming Revenue (fees, grants, etc.):</u>	
<u>Financing Requirements (Bonds, Loans, Lease, etc.):</u>	

Attachments

Ordinance
Quote
Quote (2)
Information

Form Review

Inbox	Reviewed By	Date
--------------	--------------------	-------------

Carrion
Mayor Bradley
Harper
P. Riley
Form Started By: Joe Carbonaro
Final Approval Date: 02/13/2026

Rey Carrion
Jack Bradley
Anita Harper
Michele Beko

02/12/2026 02:56 PM
02/12/2026 03:31 PM
02/12/2026 04:12 PM
02/13/2026 08:37 AM
Started On: 02/10/2026 11:56 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE OF THE CITY OF LORAIN, OHIO, TO AUTHORIZE THE PURCHASE OF EQUIPMENT & MATERIALS RELATED TO THE REPLACEMENT OF TWO (2) PUMPS AT THE BLACK RIVER WWTP, AND DECLARING AN EMERGENCY.

WHEREAS, the Black River WWTP requires the immediate replacement of two (2) pump rotating assemblies and one (1) pump volute; and

WHEREAS, the Black River WWTP needs to continue the treatment of wastewater and to meet their NPDES Permit; and

WHEREAS, the Utilities Department Administration has determined that these improvements are necessary to maintain continuous adequate and efficient wastewater treatment operations.

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

SECTION I That the Director of Public Service of the City of Lorain, State of Ohio, be and is hereby authorized in the name of the City of Lorain to purchase equipment and materials for ~~repair of~~ two (2) pumps, subject to Board of Control approval as required by law.

SECTION II That the cost of said purchase shall not exceed \$140,000 and be paid for by funds from the following Water Pollution Control Fund GL Account:

- 6130.P613.6310.6300.1500 – Plant Operations – Contractual Service
- 6130.P613.6310.6700.1500 – Plant Operations – Facility Improvement

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, Ohio Revised Code.

SECTION IV That this ordinance is hereby declared to be an emergency, the nature of which is the immediate need to repair the pumps at the Black River WWTP. Therefore, this Ordinance shall take 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 allowed by law.

PASSED: _____, 2026

ATTEST: _____ **CLERK**

PRESIDENT OF COUNCIL

APPROVED: _____, 2026

MAYOR



Pentair Flow Technologies LLC
 3601 Fairbanks Ave
 KANSAS CITY KS 66106
 USA

HENRY P THOMPSON COMPANY
 1046 TECHNE CENTER DRIVE
 MILFORD OH 45150

Pump Serial No.	K4J1-081540	Quotation Date	01/07/2026
Freight terms	PPD ADD	Quotation#	20869240
Pump Figure	16" B5711EX		
Inquiry Number	BRAD		

Quote Details					
Item	Part Number and Material Description	Quantity	Each		Amount
0010	L16A30AK 0220F VOLUTE 125F,1/2GT,1VT,1DT,WHH, 16"B5711		31,990.00		31,990.00
0020	20FM7A0003 0008F PIPE PLUG-1 SQHD CORED	2	13.00		26.00
0030	20FM7O0004 0008F PIPE PLUG-1/2 SQ HD SOLID		13.00		13.00
0040	L16A202A 0220F COVER HH VOLUTE HAND HOLE 16" B57X1		743.00		743.00
0050	L16A203A 7880F GASKET VOLUTE HANDHOLE COVER		31.00		31.00
0060	11FM7A0201 0001F SCREW-CAP 3/4-10X1-3/4 UNCHXHD	4	13.00		52.00
0070	TAKE33A 8380F GASKET VOLUTE GASKET 10"B54X5		26.00		26.00
0080	11FM7A0230 0001F SCREW-CAP 7/8-9X2-1/4 UNC HEX	8	13.00		104.00
0090	L16A16B 9630F RING CASE COMBO BASE ELBOW, AXIAL		3,341.00		3,341.00
				Total	\$36,326.00
END USER: LORAIN, OH- WATER POLLUTION CONTROL- BLACK RIVER PLANT					

This invoice is prepared in accordance with the terms and conditions of sale accepted in the original order or proposal. No returned goods accepted unless authorized. These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited. All sales subject to Pentair Flow and Filtration Solutions Terms and Conditions of sale, available at <http://flowandfiltrationsolutions.pentair.com/salesterms/> Pentair hereby expressly rejects the flow down or application of FAR 52.223-99 and DFARS 252.223-7999.

Quote Details 20869240

Item	Part Number and Material Description	Quantity	List Each	Multiplier	Amount
	<p>Transaction terms: Incoterms 2020 Rules.</p> <p>.D.a.te.s.: This invoice date represents the date of cargo pickup from Seller's facility.</p> <p>On domestic sales: Transfer of both title and risk of loss shall occur upon pickup from seller's site.</p> <p>On international sales: Transfer of both title and risk of loss shall occur upon pickup from seller's site, with the sole exception of banked transactions (L/C, DAA, OAP) in which case the transfer of title occurs upon exchange of documents at the bank window, and the transfer of risk of loss occurs upon pickup from seller's site.</p> <p>Marine Insurance: The party responsible for paying the main transportation shall provide full cargo insurance coverage - defined as door-to-door, 'A' cover, all risk, marine, war, strike and riot - regardless of the shipping terms, with the exception of CFR/CPT Incoterms, in which insurance is the buyer's responsibility. Therefore, on E and F terms, plus CFR and CPT, the buyer shall provide full cargo insurance coverage, and on D terms, plus CIF and GIP, the seller shall provide full cargo insurance coverage. For destinations and/or cargo on which governmental or insurance restrictions require additional approvals and/or premiums, or a split in coverage other than house-to-house, the responsible party/parties shall take such additional measures to ensure that the shipment is appropriately covered.</p> <p>U.S. Export Controls: These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.</p> <p>Prices are F.O.B., Kansas City. Terms and conditions per KC585 apply. Pricing includes standard commercial packing. Prices valid for 30 days. After 30 days we will have to requote due to rapidly rising material costs. Delivery quoted is subject to change based on availability of material, supplies and labor at time of order.</p> <p>Jennifer Seymour Parts Sales Phone: 913-748-4286 Jennifer.Seymour@Pentair.com</p>				



Pentair Flow Technologies LLC
 3601 Fairbanks Ave
 KANSAS CITY KS 66106
 USA

HENRY P THOMPSON COMPANY
 1046 TECHNE CENTER DRIVE
 MILFORD OH 45150

Pump Serial No.	K4J1-081540	Quotation Date	12/15/2025
Freight terms	Freight is included	Quotation #	20867640
Pump Figure	16" B5711CX - UPDATED FROM QUOTE 20848558		
Inquiry Number	BRAD		

Quote Details					
Item	Part Number and Material Description	Quantity	Each	Multiplier	Amount
0010	SPLKC COMPLETE ROT ASSY (PACKED)- 16" B5711CX COMPLETE T60 PACKED ROTATING ASSEMBLY TO INCLUDE DYNAMICALLY BALANCED CCW IMPELLER. DELIVERY: 20-22 WEEKS A.R.O. K55404 & K55405 WERE REPLACED IN 1999 WITH (2) 16" B5711CX- JDE W/O 48610. *** THIS QUOTE IS A DUPLICATE OF THE ROTATING ASSEMBLY SUPPLIED IN 2019 FOR A 16" B5711- ORDER 52118396 *** **** ****	1	33,334.00	1.00	33,334.00
0020	SPLKC COMPLETE ROT ASSY (CHEST 442)-16" B5711CX ABOVE ROTATING ASSEMBLY TO INCLUDE DYNAMICALLY BALANCED CCW IMPELLER, CHESTERTON 442 MECH SEAL AND MODIFICATION OF PACKING BOX TO FIT THE SEAL *** ** DELIVERY: 20-22 WEEKS A.R.O. END USER: CITY OF LORAIN, OH	1	45,579.00	1.00	45,579.00
					\$

This Invoice is prepared in accordance with the terms and conditions of sale accepted in the original order or proposal. No returned goods accepted unless authorized. These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. Law is prohibited. All sales subject to Pentair Flow and Filtration Solutions Terms and Conditions of sale, available at <http://flowandfiltrationsolutions.pentair.com/salesterms/> Pentair hereby expressly rejects the flow down or application of FAR 52.223-99 and DFARS 252.223-7999.

Quote Details 20867640

Item	Part Number and Material Description	Quantity	List Each	Multiplier	Amount
	<p>Transaction terms: Incoterms 2020 Rules. Dates: This invoice date represents the date of cargo pickup from Seller's facility. On domestic sales: Transfer of both title and risk of loss shall occur upon pickup from seller's site. On international sales: Transfer of both title and risk of loss shall occur upon pickup from seller's site, with the sole exception of banked transactions (L/C, DAA, DAP) in which case the transfer of title occurs upon exchange of documents at the bank window, and the transfer of risk of loss occurs upon pickup from seller's site. Marine Insurance: The party responsible for paying the main transportation shall provide full cargo insurance coverage - defined as door-to-door, 'A' cover, all risk, marine, war, strike and riot - regardless of the shipping terms, with the exception of CFR/CPT Incoterms, in which insurance is the buyer's responsibility. Therefore, on E and F terms, plus CFR and CPT, the buyer shall provide full cargo insurance coverage, and on D terms, plus CIF and CIP, the seller shall provide full cargo insurance coverage. For destinations and/or cargo on which governmental or insurance restrictions require additional approvals and/or premiums, or a split in coverage other than house-to-house, the responsible party/parties shall take such additional measures to ensure that the shipment is appropriately covered. U.S. Export Controls: These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. Government or as otherwise authorized by U.S. law and regulations.</p> <p>Prices are F.O.B., Kansas City. Terms and conditions per KC585 apply. Pricing includes standard commercial packing. Prices valid for 30 days. After 30 days we will have to requote due to rapidly rising material costs. Delivery quoted is subject to change based on availability of material, supplies and labor at time of order.</p> <p>Jennifer Seymour Parts Sales Phone: 913-748-4286 Jennifer.Seymour@Pentair.com</p>				



PENTAIR FLOW TECHNOLOGIES

Fairbanks Nijhuis
+1.913.371.5000 main
+1.913.371.4025 fax

3601 Fairbanks Avenue
P.O. Box 6999
Kansas City, KS 66106
United States
www.fairbanksnijhuis.com

August 14, 2025

City of Lorain, OH.

Subject... Pentair Fairbanks Nijhuis Distributor Authorization

To Whom it May Concern:

Please be advised that Henry P. Thompson Company is the exclusive distributor for Fairbanks Nijhuis Municipal Pump products for the area of Lorain, Ohio.

Fairbanks Nijhuis will sell only to Henry P. Thompson Co. in accordance with our contractual agreement. All inquiries and orders should be directed to:

The Henry P. Thompson Company
1046 Techne Center Dr.
Milford, OH 45150
ckushner@hpthompson.com

Mobile: 614 512-1054

Thank you for your interest in Fairbanks Nijhuis products.

Yours truly,

A handwritten signature in blue ink that reads "Debra L. Smith".

Debra L. Smith
Sales Support Manager



CITY OF LORAIN

City Council Regular Meeting

7. f.

Meeting Date: 02/16/2026

Submitted by: Dave Comer, I.T. Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH CAPCHASE, INC. FOR THE PROVISION OF BARRACUDA NETWORKS, INC.'S PROFESSIONAL SERVICES AND EQUIPMENT RELATED TO CLOUD STORAGE AND CYBER SECURITY, AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

Barracuda provides on-site and off-site backups, email security and other Cyber Security applications and is an important piece of the City's overall Cyber Security System.

RECOMMENDATION TO COUNCIL:

Recommend for passage

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y

Estimated Total Expenditure: 167193.64

List of Funding Source and/or Account Number: 1010.E350.6300.1200

Estimate of Incoming Revenue (fees, grants, etc.): 0

Financing Requirements (Bonds, Loans, Lease, etc.):
3 annual payments of \$167,193.64 for a total of \$501,580.92

Attachments

Exhibit A
Quote
ORDINANCE

Form Review

Inbox	Reviewed By	Date
Carrion	Rey Carrion	02/12/2026 02:59 PM
Mayor Bradley	Jack Bradley	02/12/2026 03:29 PM
Harper	Anita Harper	02/12/2026 04:20 PM
P. Riley	Michele Beko	02/13/2026 09:32 AM
Form Started By: Dave Comer		Started On: 02/11/2026 01:56 PM
Final Approval Date: 02/13/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

INSTALLMENT PAYMENT AGREEMENT

Customer	Vendor	Funder
Lorain, City Of (Inc) 200 W Erie Ave Ste 714, Lorain, 44052-1606, OH, USA	Barracuda Networks, Inc 3175 S Winchester Blvd, Campbell, CA 95008, USA	CAPCHASE INC. 116 E 27 Street, 4th Floor New York, NY 10016

EFFECTIVE DATE: 2026/02/28

VENDOR AGREEMENT: Vendor Agreement attached if applicable

Term	Total Amount
24 months	\$501,580.90

Product	Qty	Product Description	Unit Price	Total
Quote # 3068894	1		\$501,580.90	\$501,580.90
Subtotal				\$501,580.90
Shipping				\$0.00
Taxes				\$0.00
Total Amount				\$501,580.90

PAYMENT SCHEDULE

Custom Schedule (see Schedule below)

IN WITNESS WHEREOF, the parties hereto have executed this agreement, incorporating the attached terms and conditions (collectively, this "IPA") by their representatives duly authorized as of the Effective Date set forth above.

CAPCHASE INC

Lorain, City Of (Inc)

By

By

Name:

Name:

Title:

Title:

Date:

Date:

THIS INSTALLMENT PAYMENT AGREEMENT (“**IPA**”) is made as of the Effective Date set forth on the cover page hereto, between the Customer named on the cover page hereto and Capchase, Inc., a Delaware corporation (“**Funder**”) with respect to the following facts: Customer and the Vendor named on the cover page hereto (“**Vendor**”), are entering into the vendor agreement described on the cover page hereto (the “**Vendor Agreement**”) to enable Customer to acquire, receive, use, and/or benefit from the software, licenses, services, equipment, and other items described herein as “**Products**”. As used in this IPA, a Vendor may refer to a reseller in connection with the sale, lease or other provision of equipment to the Customer. The term Vendor Agreement shall include, in addition to any Vendor Agreement described herein, any invoice, purchase order, or other document made with or received by Customer or Funder or that otherwise relates to the Product, or their provision or performance, or payment of the Total Amount set forth on the cover page hereto. Pursuant to the order described on the cover page hereto (the “**Order**”), Customer is obligated to pay Vendor or to its order all of the following amounts (as applicable) described on the cover page hereto: the License Fee, the Service Fee, the Equipment Fee, and/or shipping and taxes (collectively, the “**Total Amount**”). Subject to the terms of this IPA, Customer represents, warrants, and covenants that by Funder paying to Vendor an amount equal to the Total Amount (described on the cover page hereof) in full Customer will satisfy the obligation in the Order to pay the Total Amount. Customer acknowledges and agrees that: (a) the sum of the periodic Installment Payments described on the cover page (hereinafter referred to as the “**Installment Payments**”) may exceed the Total Amount; and (b) Funder and Vendor may agree, as between themselves, that the amount paid by Funder to Vendor may differ from the Total Amount due from or on behalf of Customer. Funder may have arrangements with Vendor to pay fees on receipt of invoice, over time, or upon acceptance of product. None of these arrangements will change Customer's obligation under this IPA. Customer authorizes Funder to adjust the Installment Payment and any other calculated amount by not more than 15% if the actual Total Amount differ from the estimated Total Amount shown above. Any fees, taxes, or other amounts set forth in the Order other than the Total Fees shall be due and payable at the times and in the manner set forth in the Order. Both Funder and Customer may agree to additional financing of the Customer's purchase of Products from the Vendor. If such additional financing takes place, Funder and Customer shall create a document based on the cover page to this IPA setting forth the terms of the additional financing. Any such financing shall be governed by the terms of this IPA.

1. **AUTHORIZATION TO PAY VENDOR; PROCUREMENT:** Customer, and not Funder, is solely responsible for the Vendor Agreement and otherwise contracting for and procuring the Product and, if applicable, delivery of the Product. Customer irrevocably authorizes Funder to pay to Vendor an amount equal to the Total Amount described on the cover page above (subject to adjustment as described above). The payment obligations under this IPA will begin when it is fully executed. The Products will be deemed irrevocably accepted by you upon the earlier of: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) five (5) days after delivery of the Products to Customer if, previously, Customer has not given written notice to Funder of your non-acceptance. The Product shall be provided by Vendor directly to Customer and not by Funder. Customer will look solely to Vendor for its receipt, use, or benefit of any Product, and for its satisfaction with and all claims or other matters in any way relating to the Products or Vendor Agreement. Funder shall have no ownership of the Product, and is not the licensor of any Product constituting software. Funder will finance the purchase of the Product for Customer, and assume Customer's obligation to pay Vendor the Total Amount thereon on the payment terms of the Vendor Agreement subject to the terms hereof, only if no Event of Default, or event that with notice or the lapse of time or both would constitute an Event of Default, has occurred, and if Funder receives this IPA executed by the parties, and such other documents or assurances as Funder may reasonably request. **FUNDER FINANCES THE PURCHASE OF THE PRODUCT AS IS AND WITHOUT RECOURSE, AND MAKES NO REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, AS TO THE PRODUCT, INCLUDING AS TO ANY PRODUCT'S DESCRIPTION, TITLE, CONDITION, EXISTENCE, QUALITY, MERCHANTABILITY, OR FITNESS FOR ANY PERSON'S PARTICULAR PURPOSE, USE, OR BENEFIT, OR ISSUES REGARDING INFRINGEMENT OF THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF ANY PERSON.** Customer is responsible for keeping the Product in good repair and free of encumbrances, and for any loss or damage to the Product, and will keep and use the Product at the address shown on the cover page hereto unless agreed in writing by Funder. Neither Funder nor its Assignees are responsible for service or maintenance of the Product.

2. **PAYMENT SCHEDULE:** In consideration of Funder paying to Vendor the Total Amount, Customer irrevocably promises to pay the Installment Payments to Funder or its order in accordance with the payment schedule set forth on the cover page hereto. The first Installment Payment is due on the date set forth in your invoice and the remaining Installment Payments will be due monthly thereafter (or such other time period specified on the front of this IPA) as designated by us on your invoice (the “**Installment Payments**”). Funder will invoice Customer for Installment Payments, but Installment Payments shall be due regardless of the receipt of an invoice or notice. If Funder does not receive by the due date, at the remittance address indicated on the invoice, any amount payable to Funder, Customer will pay a late charge equal to: (a) the greater of ten (\$0.10) cents for each dollar overdue or twenty-six dollars (\$26.00); or (b) the highest lawful charge, if less. If the full amount of each Installment Payment is not received by Funder on each due date, and such failure not cured within five (5) business days, Customer agrees to pay to Funder default interest on the overdue amount at the lower of: (a) two percent (2.00%) per month; or (b) the maximum amount allowed by law, until paid. Customer irrevocably authorizes Funder to debit Customer's account described on the cover page hereto for the amount of all payments payable hereunder, on the dates when due. Unless stated otherwise, Installment Payments exclude any applicable sales, use, property or any other tax allocable to the Product or this IPA, all of which Customer shall reimburse Funder for, as and when invoiced. If the Customer chooses Credit Card as payment method, unless stated otherwise, Installment Payments include a 3% payment processing fee. Customer acknowledges and agrees that the License Fee or Equipment Fee was fully earned by Vendor when the Product (in the case of software, licenses, or physical equipment) was delivered; *provided, however, that* Customer may still pursue any warranty claims against Vendor (but not against Funder or any Assignee) in accordance with the terms and conditions of the Vendor Agreement. **CUSTOMER'S OBLIGATION TO REMIT INSTALLMENT PAYMENTS TO FUNDER AS SET FORTH HEREIN SHALL BE ABSOLUTE, UNCONDITIONAL, NONCANCELLABLE AND NONREFUNDABLE,** and shall not be subject to any of the following (collectively, “**Claims**”): any abatement, set-off, recoupment, claim, counterclaim, adjustment, compensation, cancellation, reduction or defense for any reason, including, but not limited to, any claims that Vendor failed to perform under the Vendor Agreement or Order, or termination of the Vendor Agreement or Order, or any other defense against Funder, Vendor, Assignee, any Product's manufacturer or licensor, or any other person.. Customer acknowledges that Vendor and Funder (and any Assignee) are separate, unaffiliated entities, and neither Vendor nor Funder (or any Assignee) is an agent of the other. Installment Payments are owed by Customer to Funder, and not to Vendor. Funder (or any Assignee) shall not be responsible or liable in respect of any disputes between Customer and Vendor.

3. **ASSIGNMENT:** Customer consents to Funder's assignment of any of its rights and interests in and to this IPA and the Product to one or more third parties (“**Assignee**”). Assignee shall have and be entitled to exercise any and all rights and remedies of Funder hereunder, and all references herein to Funder shall include Assignee. Customer agrees that Assignee shall not, because of such assignment, assume any of Funder's or Vendor's obligations to Customer. **CUSTOMER SHALL NOT ASSERT AGAINST ASSIGNEE ANY CLAIMS THAT CUSTOMER MAY HAVE AGAINST FUNDER OR VENDOR. CUSTOMER WAIVES ALL RIGHTS TO MAKE ANY CLAIM AGAINST ASSIGNEE FOR ANY LOSS OR DAMAGE TO THE PRODUCT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE SOFTWARE, EQUIPMENT AND SERVICE PERFORMANCE, FUNCTIONALITY, FEATURES, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF BUSINESS.** Customer shall pay Assignee all amounts due and payable under this IPA, but shall pursue any claims under any Vendor Agreement or Order against only Vendor. Except as provided for upon the occurrence of an Event of Default below, neither Funder nor its Assignees will interfere with Customer's quiet enjoyment or use of the Product in accordance with the Vendor Agreement's terms and conditions. Customer shall not assign or transfer this IPA or permit any lien or encumbrance upon this IPA, including in connection with a sale of all or some of Customer's assets, without Funder's prior written consent.

4. **INSURANCE:** Customer will provide and maintain at its own expense: (a) property insurance against the loss of or damage to the Product for an amount not less than the replacement cost; and (b) general liability insurance. Such insurance shall name Funder and its successors and assign as sole “loss payee” and “additional insured”, and be in such amounts and with such companies as approved by Funder. Customer will provide to Funder, as requested, certificates or other proof of coverage. If Customer fails to maintain the required insurance on the Product or timely provide proof of such insurance, Funder may at its sole discretion, but shall not be obligated to, secure the required insurance coverage on the Product. If Funder secures insurance on the Product, Customer may not be named as an insured party and agrees that the premium and insurance charges may be higher than the amounts Customer would pay to maintain insurance and may constitute a profit. Customer agrees to reimburse Funder for all charges, fees, and expenses which Funder pays or incurs as a result of obtaining such insurance coverage.

5. **DEFAULT:** Each of the following events shall constitute an “**Event of Default**”: (a) Customer fails to pay when due all or any portion of any Installment Payment or any other amounts payable hereunder, and such failure is not cured within ten (10) days after written notice; (b) any representation or warranty made by Customer or any guarantor proves to be false in any material respect when made; (c) a material breach by Customer of any provision of this IPA (other than a breach covered by (a) above) where Customer fails to correct such breach within thirty (30) days of its receipt of written notice thereof; (d) Customer or any guarantor shall cease doing business as a going concern or becomes insolvent or makes an assignment for the benefit of creditors, or a trustee or receiver is appointed for Customer, or any guarantor or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Customer or any guarantor, or any guarantor dies; (e) Customer or any guarantor suffers a material adverse change in its business, assets, properties, liabilities (actual or contingent), operations, condition (financial or otherwise), or prospects; (f) the Product is used in violation of applicable law or is seized, levied upon, or otherwise taken by legal process and not returned within ten (10) days; (g) Product is lost, stolen, or materially damaged, and within ten (10) days after such event, Customer fails to (i) provide evidence that the Product is fully covered by required insurance or (ii) prepay all remaining Installment Payments, as determined by Funder in its sole discretion; or (h) an event of default occurs and is continuing under any other related agreement, including, without limitation, the Vendor Agreement, after the giving of any required notice and the expiration of any applicable cure period.

6. **RIGHTS AND REMEDIES.** If an Event of Default has occurred and is continuing, Funder may do any or all of the following: (a) declare all unpaid Installment Payments and any other amounts then due under this IPA to be immediately due and payable, and Customer shall pay the present value of all unpaid Installment Payments for the remainder of the term, discounted at a rate of two percent (2.00%) per annum, as reasonable compensation for lost time value and not as a penalty; provided, that Funder may elect to enforce such amounts on a gross or discounted basis; (b) terminate or restrict Customer's access to any Products comprised of software or require Customer to do so and/or request Vendor to terminate or restrict Customer's rights to use the software or services constituting the Product; (c) take possession of the Product, if applicable; (d) require Customer to assemble the Collateral (as defined below) and make it available to Funder at a place to be designated by Funder at Customer's expense (including costs of storing, shipping, repairing and selling the Product), if applicable; (e) require Customer to grant Funder, on request and in a form and substance satisfactory to Funder, as security for its obligations hereunder, a security interest in all of Customer's right, title, and interest in, to and under all of Customer's assets, wherever located and whether

then existing or owned or thereafter acquired or arising, and execute and deliver all such other agreements, instruments and documents required to effect such security; and (f) pursue any rights or remedies available at law or in equity, including, without limitation, any rights of a secured party under Article 9 of the Uniform Commercial Code. No failure or delay on the part of Funder to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive. To the extent permitted by law, Customer agrees that neither Funder nor Vendor shall be required to license, lease, transfer or use any Product in mitigation of any damages resulting from Customer's default. Furthermore, upon the occurrence of any Event of Default, Customer agrees that Funder may request Vendor to take, and Vendor may take, without liability to Customer, any or all of the following actions (each, an "Enforcement Action"): (i) terminate the Vendor Agreement as it pertains to any software or services; (ii) revoke all software under the Vendor Agreement; (iii) permanently suspend all services contemplated under the Vendor Agreement as it relates to any software or services; and (iv) refrain from re-selling or re-licensing the same Product or other software performing essentially the same function. The exercise or non-exercise of any Vendor-directed Enforcement Action shall not affect Customer's unconditional obligation to make Installment Payments and other amounts due under this IPA.

8. **COSTS AND ATTORNEYS' FEES.** In the event of any default, claim, proceeding, including a bankruptcy proceeding, arbitration, mediation, counter-claim, action (whether legal or equitable), appeal, or otherwise, whether initiated by Funder or Customer (or a debtor-in possession or bankruptcy trustee), which arises out of, under, or is related in any way to this IPA or any other document executed pursuant hereto or in connection herewith, or any governmental examination or investigation of Customer which requires Funder's participation (individually and collectively the "Claim"), Customer, in addition to all other sums which Customer may be called upon to pay under the provisions of this IPA, shall pay to Funder to the extent permitted by law and legally available funds, on demand, all costs, expenses, fees paid or payable in connection with the Claim, including but not limited to, reasonable attorneys' fees and out-of-pocket costs including travel and related costs incurred by Funder or its attorneys.

9. **REPRESENTATIONS, WARRANTIES AND COVENANTS:** Customer acknowledges that: (a) it has independently ordered the Product from Vendor based on its own judgment, and expressly disclaims any reliance upon statements made by Funder or any Assignee to Customer, if any, with regards to such Product, (b) this IPA is separate and distinct from the Vendor Agreement and Order with Vendor, and such Vendor Agreement and Order are not incorporated into nor made a part hereof, and (c) the advances made by Funder under this IPA are intended by Customer for business purposes (for use primarily for other than personal, family, or household purposes). Customer represents, warrants and covenants that: (i) Customer is duly organized and in good standing under applicable state law; (ii) this IPA has been duly authorized and constitutes a legal, valid and binding obligation of Customer and is enforceable against Customer in accordance with its terms; (iii) the execution, delivery and performance of this IPA will not violate or create a default under any law (including any applicable usury law), regulation, judgment, order, instrument, agreement or charter document binding on Customer or its property; (iv) each signatory of this IPA has the authority to bind Customer to this IPA; (v) Customer will promptly notify Funder of any change in Customer's name, or the form or jurisdiction in which it is organized, or in the location of its chief executive or registered office; (vi) no proceedings exist before any court or administrative agency that would have a material adverse effect on Customer, this IPA, or any Products; (vii) as of the Effective Date of this IPA, Customer has good and marketable title, free and clear of any liens (except as created hereunder), in the goods and equipment constituting Products (except software and/or services); and (viii) any and all information furnished to Funder is and will be true and correct in all material respects and prepared in accordance with generally accepted accounting principles (GAAP). Customer covenants that: (A) Customer will promptly notify Funder of any change in Customer's name, legal entity type, jurisdiction of organization or in the location of its chief executive or registered office; (B) upon Funder's reasonable request, Customer will promptly furnish to Funder current financial statements or other credit information regarding Customer and any guarantor, including copies of your balance sheet, income statement and other financial reports, and information regarding the Vendor Agreement and Order; and (C) Customer irrevocably appoints and authorizes Funder as its attorney-in-fact to (x) make and settle insurance claims; (y) endorse insurance proceeds; and (z) execute and file financing statements (naming Customer as "Debtor") and documents of title and registration (if applicable) on the Product or Collateral.

10. **SECURITY INTEREST.** To secure Customer's payment and performance of its obligations under this IPA, Customer hereby grants to Funder and its Assignees a continuing first priority security interest in all of Customer's right, title, and interest in and to the following property, whether now owned or hereafter acquired by Customer: the software, services, licenses, equipment, inventory, goods, and other items described under Product on the cover page hereto, including all parts, replacements, accessories and accessions thereto; the Vendor Agreement and Order, including, without limitation, the licenses granted under the Vendor Agreement; all proceeds, including insurance proceeds, and all rights to payment and payments intangibles under any of the foregoing, including, without limitation, all rights to any refund, indemnification, and/or abatement to which Customer is, or becomes entitled, no matter how or when arising, whether such rights are classified as accounts, general intangibles, or otherwise; and all products and proceeds of any of the foregoing (collectively, the "Collateral"). Customer shall, at its own cost, execute and deliver to Funder such instruments and shall do all such things from time to time hereafter as Funder may request to carry into effect the provisions and intent of this IPA, to protect and perfect Funder's security interest in and to the Collateral, and to comply with all applicable statutes and laws. If applicable, contemporaneously with the execution of this IPA, Customer shall execute all such instruments as may be required by Funder with respect to the perfection of the security interests granted herein; Customer consents to Funder's filing of financing statements in such form and substance, and to be filed in accordance with the provisions of the Uniform Commercial Code in such state or states, as Funder may determine. To the extent permitted under applicable law and the Vendor Agreement, Customer agrees not to take any action that would impair Funder's rights or its security interest in the Collateral.

11. **INDEMNITY:** Customer agrees that Funder and its Assignees are not responsible for any loss, damage, injury or claim arising out of the delivery, installation, operation, maintenance, ownership, possession, condition or use of the Product, including any defect in design or manufacture. Customer will indemnify, defend, and hold harmless Funder and its Assignees from and against, all claims, liabilities, damages, losses, penalties, fines, taxes and expenses (including attorneys' fees and court costs) arising from or relating to the Product, this IPA, or any act or omission of Customer or its personnel. This indemnity applies regardless of legal theory involved (including, without limitation, strict liability, negligence, contract, tort or statute) and survives the termination or expiration of this IPA.

12. **FEES AND CHARGES:** It is the intention of the parties that all fees, charges, and interest under this IPA comply with applicable law, including any limits on usury or late charges. If any Installment Payment, charge or fee billed or collected by Funder is found to exceed the maximum amount allowed by law, then: (a) Funder may modify any such excessive amount billed so as to make it not excessive; (b) Funder may refund or credit Customer the excessive amount; and (c) the foregoing shall be Customer's sole and exclusive remedy with respect to such overcharge. Customer agrees not to raise any other claim, complaint, or objection with respect thereto.

13. **MISCELLANEOUS:** This IPA constitutes the entire agreement regarding the subject matter herein between Customer and Funder and shall supersede any inconsistent terms set forth in the Vendor Agreement or Order and all prior or contemporaneous oral and written understandings. Funder will have no liability to Customer, or its customers, or any other persons, for indirect, special, or consequential damages, or damages based on strict or absolute tort liability or specific performance arising out of this IPA or concerning any Products. THIS IPA SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES. EACH PARTY HERETO WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING ARISING OUT OF OR IN ANY MANNER RELATING TO THIS IPA (A "RELATED ACTION"). EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND/OR OF THE FEDERAL AND STATE COURTS LOCATED IN THE STATE OF THE ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY RELATED ACTION MAY BE HEARD AND DETERMINED IN ANY SUCH COURTS. All notices, requests, demands, and other communications shall be delivered by fax, electronic mail, or mail to each party at the address as set forth above. Notice is given if sent by email on the business day after being sent, unless the sender receives an automated message that the email has not been delivered. If any term, provision, covenant or restriction of this IPA is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this IPA will remain in full force and effect and in no way will be affected, impaired, or invalidated. No term or provision of this IPA may be amended, waived, discharged, or terminated except by a written instrument signed by Funder. The parties hereto agree that, on demand of the other party, each shall execute and deliver any instrument, furnish any information or perform any other act reasonably necessary or convenient to carry out the provisions of this IPA. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each party who opens an account. Funder will ask each party to a financial transaction their name, address, and other information that will allow Funder to identify such party. Funder may also ask to see other documents that substantiate a party's identity. Time is of the essence. This IPA may be executed in one or more counterparts. Facsimile, electronic, and similar signatures and counterparts shall suffice as originals for all purposes, including enforceability. No security interest in this IPA, if it may be perfected by possession under the Uniform Commercial Code—Secured Transactions (Article 9), may be perfected by possession except through the transfer and possession of the original counterpart that bears Funder's original wet ink signature; provided, that if such counterpart contains a facsimile, electronic, and similar signature by Customer, then Funder shall have stamped or marked such counterpart as "Original."

Payment Schedule

Installment Date	Installment Amount
2026/03/10	\$167,193.64
2027/03/10	\$167,193.63
2028/03/10	\$167,193.63

STATE AND LOCAL GOVERNMENT ADDENDUM

CUSTOMER NAME: Lorain, City Of (Inc)
AGREEMENT (IPA) NUMBER: b05eb9c758e9 dated
CUSTOMER ADDRESS: 200 W Erie Ave Ste 714, Lorain, 44052-1606, OH, USA

Addendum to Installment Payment Agreement ("Agreement") listed above and any future supplements/schedules thereto, between the customer named above ("Customer") and Capchase Inc. ("Capchase"), as Secured Party. The words "you" and "your" refer to Customer. The words "we" and "us" refer to Secured Party.

1. The parties wish to amend the above-referenced Agreement by adding the following language:

REPRESENTATIONS AND WARRANTIES OF CUSTOMER: You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the initial term and each of the renewal terms of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the final renewal term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

INITIAL TERM AND RENEWAL TERM(S): The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year, with the final renewal term ending at the end of the contracted term as set forth in the Agreement. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non- Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term. An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default. Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

NON-APPROPRIATION OR RENEWAL: If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

SUPPLEMENTS; SEPARATE FINANCINGS: To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non- appropriation event has also occurred under such other Contract.

2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct." Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum." Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document." Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to- month basis under the same terms hereof until the Equipment has been purchased or returned." Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent." Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest." Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows:

“You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy. Any provision in the Agreement stating that you shall pay our attorneys’ fees is hereby amended and restated as follows: “In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys’ fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee.” Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

3. If your end-of-term option is the purchase of all Equipment for \$1.00 or 101.00, the following applies:

Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement.

4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement. To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest. Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. **IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS. YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.** The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited. The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

By signing this Addendum, Customer acknowledges the applicable changes noted above are incorporated by reference into the Agreement. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control. Customer has caused this Addendum to be executed by its duly authorized officer as of the date below.

Secured party

Customer

Authorized Signature

Authorized Signature

Print Name:

Print Name:

Title:

Title:

Date:

Date:



GHA Technologies, Inc.
 *NEW REMITTANCE
 ADDRESS*
 Dept #880831
 PO Box 29650
 Phoenix, Arizona 85038-9650
 United States
 http://www.gha-associates.com
 (P) 480-951-6865
 (F) 480-951-6956

Quotation (Open)	
Date	Feb 10, 2026 02:16 PM EST
Modified Date	Feb 10, 2026 02:51 PM EST
Quote #	3068842 - rev 1 of 1
Description	Barracuda Premium Plus & Storage Services
SalesRep	Lottig, Jim (P) 440-783-7546 (F) 440-212-7076
Customer Contact	Comer, David (P) (440) 204-2095 (F) (440) 204-2097 david_comer@cityoflorain.org

Customer
 City Of
 Lorain (CO29041)
 Comer, David
 200 W Erie Ave
 Lorain, OH 44052
 United States

Bill To
 City Of Lorain
 Payable, Accounts
 200 W Erie Ave
 Lorain, OH 44052-1606
 United States

Ship To
 City Of Lorain
 Comer, David
 200 W Erie Ave
 Lorain, OH 44052-1606
 United States

Customer PO:	Terms: Undefined	Ship Via: FedEx Ground
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Qty	Unit Price	Total
1		Barracuda E-Mail Protection Premium Plus Subscription license (3-Years) - 500 users	EP-PremPlus-Usr-1M	1	\$180,486.91	\$180,486.91

#	Image	Description	Part #	Qty	Unit Price	Total
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Note: Includes the following features:

- Spam and Malware Protection: Identify and block spam, viruses, and malware delivered via email messages. Using virus scanning, spam scoring, real-time intent analysis, URL link protection, reputation checks, and other techniques, Barracuda scans email messages and files.
- Attachment Protection - Barracuda combines behavioral, heuristic, and sandboxing technologies to protect against zero-hour and targeted attacks. A sandbox environment is used to detonate and observe behavior of suspicious attachments.
- Link Protection: Link Protection automatically rewrites URLs so that Barracuda can sandbox the request at click time to block malicious links.
- Email Continuity: In the event of a mail server outage or loss of connectivity, an emergency mailbox lets users continue to send and receive emails, staying productive until your primary servers are back online.
- Email Encryption: Secures your mail by encrypting it during transport to the Barracuda Message Center, encrypting it at rest for storage in the cloud, and providing secure retrieval by your recipients through HTTPS web access. Create a policy to automatically encrypt emails based on their sender, content, and other criteria.
- Data Loss Prevention: Create and enforce content policies to prevent sensitive data, including credit card numbers, Social Security numbers, HIPAA data, customer lists, and other private information, from being sent by email. Policies can automatically encrypt, quarantine, or block certain outbound emails based on their content, sender, or recipient.
- Phishing and Impersonation Protection: Automatically detect and prevent impersonation, business email compromise, and other targeted attacks. Barracuda's AI engine learns each organization's unique communication patterns and leverages these patterns to identify anomalies and prevent socially engineered attacks in real time.
- Account Takeover Protection: Stop phishing attacks used to harvest credentials for account takeover. AI detects anomalous email behavior and alerts IT, then finds and removes all fraud emails sent from compromised accounts.
- Automatic Remediation: All user-reported messages are automatically scanned for malicious URLs or attachments. When a threat is detected, all matching emails are automatically moved from users' mailboxes into their junk folders.
- SIEM/SOAR/XDR Integration: Orchestrate incident response cross-product with RESTful API (beta) and syslog integrations. Remotely administer and configure incident response capabilities and store your event data for tracking, analysis, and troubleshooting.
- Threat Hunting and Response: Quickly identify and efficiently remediate post-delivery threats by automating investigative workflows and enabling direct removal of malicious emails.
- Automated Workflows: Build custom playbooks to completely automate your incident response process. Admins at any technical level can create a workflow by defining a trigger, determining conditions, and assigning the desired actions through a simple user interface.
- Domain Fraud Protection: Prevent email domain fraud with DMARC reporting and analysis. Barracuda provides granular visibility and analysis of DMARC reports and helps you minimize false positives, protect legitimate email, and prevent spoofing.
- Web Security [NEW]: Protect users from accessing malicious web content with advanced DNS and URL filtering.
- Cloud Archiving: A cloud-based, indexed archive allows for granular retention policies, extensive search, role-based auditing/permissions, legal hold, and export. Easily comply with e-discovery requests and regulatory or policy-retention requirements.

#	Image	Description	Part #	Qty	Unit Price	Total
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- Cloud-to-Cloud Backup: Get data protection and cloud backup for Office 365 data, including Exchange Online mailboxes, SharePoint Online, OneDrive for Business, and Teams. Fast point-in-time recovery in the event of accidental or malicious deletion.

- Data Inspector: Automatically scan your OneDrive for Business and SharePoint data for sensitive information and malicious files containing malware. Use it to develop policies that comply with GDPR, CCPA, and other data privacy regulations.

- Attack Simulation: Simulated phishing attacks are constantly updated to reflect the most recent and most common threats. Simulations are not limited to email, but also include voice, SMS, and portable-media (USB stick) attacks.

- Awareness Training: Get access to advanced, automated education technology that includes simulation-based training, continuous testing, powerful reporting for administrators, and active incident-response awareness.

- Zero Trust Access for Microsoft 365 [NEW]: Mitigate breach risks for remote employees and contractors and reduce your exposure to lateral attacks on Microsoft 365 applications by deploying continuous verification of user and device identity and trust.

2		Barracuda Cloud Storage Service Subscription license (3-Years) - 1 TB capacity - hosted - for P/N: BBS-3200	BBS-3200-TB-CLD-1M	1	\$182,839.00	\$182,839.00
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Note: 995 Migration - IT Department Appliance - (45) Terabytes

3		Barracuda Cloud Storage Service Subscription license (3-Years) - 1 TB capacity - hosted	BBS-3080-TB-CLD-1M	1	\$110,089.08	\$110,089.08
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Note: 990 Migration - Municipal Courts Appliance (25) Terabytes

4		Barracuda Cloud Storage Service Subscription license (3-Years)- 1 TB capacity - hosted	BBS-3024-TB-CLD-1M	1	\$28,165.91	\$28,165.91
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Note: 690 Migration - Utilities Department Appliance (6) Terabytes

Subtotal:	\$501,580.90
Tax (.0000%):	\$0.00
Shipping:	\$0.00
Misc:	\$0.00
Total:	\$501,580.90

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH CAPCHASE, INC. FOR THE PROVISION OF COMPUTER SOFTWARE PROGRAMS AND EQUIPMENT RELATED TO CLOUD STORAGE AND CYBER SECURITY, AND DECLARING AN EMERGENCY.

WHEREAS, one of the City of Lorain’s methods of storing data and information is by having an on-site server supported by a third-party company; and,

WHEREAS, as part of the City of Lorain’s cyber security program, the City of Lorain utilizes an email protection software program designed to prevent harmful emails from affecting the City’s system and on-site servers; and,

WHEREAS, the City of Lorain Information Technology Department desires to procure the computer software programs and equipment from Capchase, Inc, an affiliate of Barracuda Networks, Inc, the producer of the subject computer software and equipment products, for the purpose of storing data and information on an off-site server, as well as for a software program for email protection; and,

WHEREAS, in procuring the above Barracuda Networks, Inc.’s professional services and equipment, Capchase, Inc., an affiliate of Barracuda Networks, Inc., is offering to sell and finance the City’s procurement of Barracuda Networks, Inc.’s professional services and equipment through an Installment Payment Agreement, a copy of which is marked Exhibit A, attached hereto and made a part hereof by reference; and,

WHEREAS, the Installment Payment Agreement with Capchase, Inc. offers an advantageous deal to the city by spreading payments for the computer software and equipment over a three year period; and,

WHEREAS, Capchase, Inc. is a sole source provider service exempting the City of Lorain from having to competitively bid; and,

WHEREAS, funds have been approved by City Council through the budget process.

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

SECTION I. That the Safety/Service Director is hereby authorized to enter into an Installment Payment Agreement with Capchase, Inc. for the purchase of computer software and equipment related to cloud storage and cyber security, a copy of which is marked Exhibit A, attached hereto (the “Agreement”). The Agreement shall be in substantial form and essence subject to the approval by the Law Director.

SECTION II: That the Agreement shall not exceed \$501,580.90 and shall be paid from Information Technology Department Maintenance Agreements account number: 1010.E350.6300.1200 over a three-year period as follows:

2026 payment: \$167,193.64
2027 payment: \$167,193.63
2028 payment: \$167,193.63

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

SECTION IV: That this ordinance is hereby declared to be an emergency, the nature of the emergency being the immediate need to provide continued support and maintenance of the City of Lorain's existing computer system's data storage process, and cyber security program. Therefore, this ordinance shall take effect immediately upon passage and approval by the mayor.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

APPROVED: _____, 2026

MAYOR



CITY OF LORAIN

City Council Regular Meeting

7. g.

Meeting Date: 02/16/2026

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ACCEPT AND ENTER INTO AN AGREEMENT WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) AND RECEIVE FUNDING DOLLARS FROM THE MUNICIPAL BRIDGE PROGRAM TO THE CITY OF LORAIN FOR THE SHERWOOD BRIDGE REHABILITATION PROJECT.

PURPOSE AND BACKGROUND:

The City of Lorain has been selected to receive funding from ODOT through the Municipal Bridge Program for the Sherwood Bridge Rehabilitation Project and wishes to accept and enter into an agreement to receive said funds.

RECOMMENDATION TO COUNCIL:

Consideration for Passage.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y

Estimated Total Expenditure: \$1,122,038

List of Funding Source and/or Account Number: ODOT / 4030.C403.6300.1500

Estimate of Incoming Revenue (fees, grants, etc.): \$1,041,199

Financing Requirements (Bonds, Loans, Lease, etc.):
Local Portion \$80,919 Storm Sewer Fund 4030.C403.6300.1500

Attachments

Ordinance

Form Review

Inbox	Reviewed By	Date
Carrion	Rey Carrion	02/12/2026 02:59 PM
Mayor Bradley	Jack Bradley	02/12/2026 03:30 PM
Harper	Anita Harper	02/12/2026 04:13 PM
P. Riley	Michele Beko	02/13/2026 08:37 AM
Form Started By: Elva Martes		Started On: 02/11/2026 11:34 AM
Final Approval Date: 02/13/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ACCEPT AND ENTER INTO AN AGREEMENT WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) AND RECEIVE FUNDING DOLLARS FROM THE MUNICIPAL BRIDGE PROGRAM TO THE CITY OF LORAIN FOR THE SHERWOOD BRIDGE REHABILITATION PROJECT.

WHEREAS, The Municipal Bridge Program provides federal funds for preliminary engineering and construction to municipal corporations for bridge replacement projects; and,

WHEREAS, Sherwood bridge is in need of replacement; and,

WHEREAS, the City of Lorain has been selected to receive up to \$1,041,119 under this grant; and,

WHEREAS, the total project cost is estimated to be \$1,122,038; and,

WHEREAS, the City of Lorain commits a matching amount of \$80,919 towards this project.

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

SECTION I: That the Safety/Service Director be and is hereby empowered on behalf of the City of Lorain to accept and enter into an agreement with the Director of the Ohio Department of Transportation (ODOT) for the Sherwood Bridge Rehabilitation Project.

SECTION II: The total cost of the Sherwood Bridge Rehabilitation Project is estimated to be \$1,122,038, with the Ohio Department of Transportation funding \$1,041,119 of the project, and the City of Lorain Storm Sewer Fund 4030.C403.6300.1500 will fund the local portion of \$80,919.

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

SECTION V: That this Ordinance shall, after passage by Council and approval by the Mayor, take effect, and be in force from and after the earliest period allowed by law.

PASSED: _____, 2026

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK OF COUNCIL

MAYOR

APPROVED: _____, 2026



CITY OF LORAIN

City Council Regular Meeting

7. h.

Meeting Date: 02/16/2026

Submitted by: Gwen Frey

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

An ordinance authorizing the Safety/Service Director to enter into an agreement for construction administration and inspection services with DLZ Ohio, Inc. for the Lorain Safe Routes to School 2026 project.

PURPOSE AND BACKGROUND:

This Council passed and adopted Resolution No. 026-23 authorizing the Lorain Safety/Service Director to apply for, accept, and enter into an agreement with the Ohio Department of Transportation (ODOT) for grant funding under the Safe Routes to School (SRTS) program. The City of Lorain was granted SRTS funding for improved pedestrian accommodations around Helen Steiner Rice and Southview schools in South Lorain. The City of Lorain has advertised Request for Qualification as required by the Ohio Revised Code Section 153.67 for the purpose of administering these environmental and ecological program activities. The firms were rated and ranked. DLZ Ohio, Inc. was selected as the highest rated firm. The Engineering Department seeks to enter into a professional services agreement with DLZ Ohio, Inc. in the amount of \$75,272.00 to be paid from Fund 4010.

RECOMMENDATION TO COUNCIL:

Consideration and passage.

Fiscal Impact

<u>Funds Available in Current Year Budget (Y/N):</u>	Y
<u>Estimated Total Expenditure:</u>	\$75,272.00
<u>List of Funding Source and/or Account Number:</u>	4010.C401.6300.5601
<u>Estimate of Incoming Revenue (fees, grants, etc.):</u>	\$0
<u>Financing Requirements (Bonds, Loans, Lease, etc.):</u>	

Attachments

Ordinance - SRTS 2026 Construction Management Agreement
Exhibit A - Professional Services Agreement

Form Review

<u>Inbox</u>	<u>Reviewed By</u>	<u>Date</u>
Carrion	Rey Carrion	02/12/2026 03:02 PM
Mayor Bradley	Jack Bradley	02/12/2026 03:28 PM
Harper	Anita Harper	02/12/2026 04:22 PM

P. Riley
Form Started By: Gwen Frey
Final Approval Date: 02/13/2026

Michele Beko

02/13/2026 08:37 AM
Started On: 02/11/2026 02:27 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES WITH DLZ OHIO, INC. FOR THE LORAIN SAFE ROUTES TO SCHOOL 2026 PROJECT.

WHEREAS, this Council passed and adopted Resolution No. 026-23 authorizing the Lorain Safety/Service Director to apply for, accept, and enter into an agreement with the Ohio Department of Transportation (ODOT) for grant funding under the Safe Routes to School (SRTS) program; and,

WHEREAS, the City of Lorain was granted SRTS funding for improved pedestrian accommodations around Helen Steiner Rice and Southview schools in South Lorain; and,

WHEREAS, the City of Lorain has advertised Request for Qualification as required by the Ohio Revised Code Section 153.67 for the purpose of administering and inspecting these construction activities; and

WHEREAS, the firms were rated and ranked; and

WHEREAS, DLZ Ohio, Inc. was selected as the highest rated firm; and

WHEREAS, the Engineering Department seeks to enter into a professional services agreement with DLZ Ohio, Inc. in the amount of \$75,272.00 to be paid from Fund 4010.

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 enter into an agreement for construction administration and inspections services for the Lorain Safe Routes to School 2026 Project, Project Identification Number (PID) 120211, in form substantially similar to Exhibit A, attached hereto and made a part hereof by reference, and as approved by the Lorain Law Department.

EXHIBIT A

AGREEMENT BETWEEN THE CITY OF LORAIN AND VENDOR

AGREEMENT

Effective as if the _____ day of _____ in the year of 2026

BETWEEN the City:

The City of Lorain
200 West Erie Avenue
Lorain, Ohio 44052

The Vendor is:

DLZ Ohio, Inc.
4208 Prospect Avenue
Cleveland, Ohio 44103

The Project is:

**Lorain Safe Routes To School 2026 (PID
120211)
Construction Administration and
Inspection Services**

The City of Lorain and Vendor agree as set forth below.

THIS AGREEMENT, effective as of the _____ day of _____, 2026, between the City of Lorain, organized and existing as a political subdivision of the State of Ohio, and DLZ Ohio, Inc. (“Vendor”). The City of Lorain and Vendor agree as set forth below:

WHEREAS, it is necessary to perform professional services for the Lorain Safe Routes To School 2026 (PID 120211) Construction Administration and Inspection Services (herein after known as PROJECT); and

WHEREAS, in order to perform such services, it is necessary to supplement regularly employed City of Lorain staff with outside professional consulting services; and

WHEREAS, the City of Lorain finds Vendor’s proposal acceptable and desires to hire and engage Vendor to supplement the staff of the City of Lorain and to furnish the services necessary, in accordance with the Vendor’s proposal and the terms, conditions and provisions contained herein. Vendor, pursuant to the information provided in its proposal and evaluated by the City of Lorain, has been determined to be qualified and competent to provide the required professional services;

NOW, THEREFORE, it is agreed that the City of Lorain shall and does hereby employ Vendor to perform the services as hereinafter specified; and that, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed by and between the parties as follows:

Section 1. DEFINITIONS

- 1.1** “City” means the City of Lorain, Ohio.
- 1.2** “Director of Public Safety/Service” means the Director of Public Safety/Service for the City of Lorain, Ohio, his/her successor, or his/her Authorized Designee.
- 1.3** “Vendor” means DLZ Ohio, Inc.
- 1.4** “Services” means those services performed by Vendor as detailed in the Scope of Services, (Exhibit “A”) as per this Agreement.
- 1.5** “Base Agreement Price” means the Vendor’s base agreement price for Services as specified in the Scope of Services, (Exhibit “A”), and Compensation, (Exhibit “B”), excluding specific and general allowances.
- 1.6** “Agreement Modification” means changes to this original agreement as executed. Agreement Modifications require prior authorization by the Director of Public Safety/Service and approval by the City Council, and must be executed by both the City and the Vendor.
- 1.7** “General Allowance” means funds, not included in the Base Agreement Price, reserved for additional services not foreseeable at the time of scope development but necessary to complete the project to meet the City’s needs. The amount of the General Allowance is determined by multiplying the Base Agreement Price by a defined percentage as shown in Exhibit “B” Compensation.
- 1.8** “Reallocation of Funds” means a transfer of funds between tasks, as presented in Exhibit “B” – Compensation, that does not result in a change to the original Agreement Scope of Services or Total Agreement Price.

1.9 “Schedule Delay” means a projected or actual delay in completion of tasks, activities, or project completion that does not result in a change to the original Agreement scope of Services or Total Agreement Price.

1.10 “Specific Allowance” means funds, as established by the City, that are included in the Total Agreement Price for specific scope of Services tasks that are either 1) generally known to be required for the project but whose level of effort is unknown until after select items of the base Services have been performed, or 2) pre-identified optional tasks that may or may not be required to complete the project as contemplated. The price of Specific Allowance items are usually defined with a dollar amount.

1.11 “Total Agreement Price” means the sum of Vendor’s Base Agreement Price for the original scope of Services, Specific Allowances, and General Allowances.

1.12 “Project” means Lorain Safe Routes To School 2026 (PID 120211) Construction Administration and Inspection Services.

Section 2. SCOPE OF SERVICES

2.1 Vendor does hereby promise and agree to provide the professional services as described in the Scope of Services (Exhibit “A”).

Section 3. REPRESENTATIVES

3.1 Vendor shall designate and authorize an employee of Vendor to act as its agent for all purposes under this Agreement, who shall be available at all times to the representatives of the City for the purpose of notification and consultation, and who shall be designated as the Project Manager having overall responsibility for all phases of Vendor’s participation in the project. The Vendor’s Project Manager must be approved by the

City, and any change in the Vendor's Project Manager requires prior approval by the City.

3.2 For purposes of this Agreement, the agent for the City who is authorized to bind the City and liaison officer with respect to the matters contained herein shall be the Director of Public Safety/Service or such other person designated by him.

Section 4. COMPENSATION FOR VENDOR'S SERVICES

4.1 The City will pay the Vendor for the successful completion of the Scope of Services in Exhibit "A", subject to the terms and conditions of this Agreement, a Total Agreement Price not to exceed SEVENTY-FIVE THOUSAND TWO HUNDRED SEVENTY-TWO AND 00/100 dollars (\$75,272.00). Compensation for the Services described in this Agreement will be according to the terms and methods of this Agreement and Exhibit "B" - Compensation. The approved methods for compensation are "time and materials". "Lump sum" compensation shall not be accepted. The compensation method for this Agreement is designated and further defined in Exhibit "B" – Compensation.

4.1.1 Time and Materials

Time and materials, if specified in Exhibit "B" - Compensation, is based on a combination of labor, subVendor, and direct expense costs as specified in Exhibit "B" - Compensation and defined in this Agreement.

4.1.1.1 Labor Costs

Labor costs are computed by multiplying the Vendor's billing rates (as designated in Exhibit "B" - Compensation) that comprises all overhead and profit applied to the actual labor hours worked on the Services.

4.1.1.2 SubVendor Costs

SubVendor costs (both labor - using the same cost approach as the Vendor - and direct expense costs incurred by SubVendor) are invoiced by Vendor with no markup.

4.1.1.3 Direct Expense Costs

Direct expense costs in support of delivering the Services are included on the Vendor invoice. Direct expense costs (non-labor) may include, but are not limited to, mileage, travel and lodging expenses, mail, shipping, supplies, printing and reproduction services, and other direct expenses routinely charged by Vendor to specific projects that are applicable to delivering the Services.

4.2 The task budgets are presented in Exhibit "B" - Compensation. Task funds may be reallocated within individual tasks, as long as reallocations do not negatively affect the business opportunity program goals, upon written approval to Vendor by the City's Project Manager or supervisors. Task funds may be reallocated between tasks, so long as the changes do not result in a change to the original Scope of Services or Total Contract Price, upon written approval by the City.

4.3 Tasks may be modified with prior written authorization of the Director, in which case funds may be shifted from one task budget to another, in accordance with Section 4.2. In the event funds are not available to perform a modified Task, or Services are

considered to be outside the original contract scope, such items will be deemed additional Services.

4.4 Vendor shall not perform Additional Services, nor incur any expenses which are not required by this Agreement, and the City shall not be obligated to pay for such services and expenses until the following conditions have been satisfied:

4.4.1 Submittal by Vendor of written notice to the City prior to the initiation of such additional Services, including an estimate of cost and schedule implications and a detailed scope of such Services;

4.4.2 Prior approval of the City's Council of the modification of this Agreement by the addition of such Services and additional compensation, if any;

4.4.3 If the additional Services increase the Total Agreement Price under this Agreement, certification of such additional cost by the City's Auditor;

4.4.4 A written modification to the Agreement; and

4.4.5 Written notification to Vendor from the Director directing Vendor to perform such additional Services prior to commencement of the additional Services.

4.5 For additional Services deemed by the City to be time critical, Vendor may commence Services with verbal authorization from the Director of Public Safety/Service.

4.6 Specific and general allowance funds may be utilized with prior written approval by the City.

4.7 Any costs which are paid by the City and are determined by a final audit or subsequent audit to be non-allowable in accordance with generally accepted cost accounting principles shall be refunded to the City. The City is exempt from all sales, use, and

excise taxes and the City shall not be obligated to pay for such taxes. Upon request by Vendor, the City shall provide a copy of the City's certificate of tax exemption.

- 4.8** The Vendor shall assist the City in preparing any required permits or licenses; however City shall be responsible for paying for the permit, licenses or access fees required to complete the Services.

Section 5. METHOD OF PAYMENT

- 5.1** For the purpose of providing progress payments for the performance of the Services under this Agreement, Vendor will submit monthly invoices on the City's standard invoice template and on a schedule stipulated by the City. Progress payments will be made according to the provisions in Exhibit "B" - Compensation.
- 5.2** Invoices must be accompanied by backup information appropriate to the compensation method designated in Exhibit "B" – Compensation. However invoices will not be paid unless schedule updates are submitted as required in Section 6.0 - Term and Schedule.
- 5.3** Vendor shall furnish a list of key personnel to be assigned to the project prior to the initial invoice. Vendor shall update this list to reflect changes in key personnel assigned to the Project as they occur and/or at the City's request. The City reserves the right to reject any personnel assigned or proposed for assignment to this project after consultation with Vendor.
- 5.4** If the Time and Materials compensation method is designated in Exhibit "B" – Compensation, then Vendor shall also furnish, prior to the initial invoice, a list of all personnel expected to be assigned to the Project along with their direct "raw" hourly

rates in order to facilitate processing of Vendor invoices. Vendor shall update this list to reflect changes prior to new personnel appearing on an invoice.

5.5 If the Time and Materials compensation method is designated in Exhibit “B” – Compensation, then Vendor shall furnish the City with a list of all personnel anticipated to be authorized to incur travel, lodging, meals and related expenses. This list shall display the individuals by name, assigned location and item of expense authorized to be incurred. Vendor shall update this list to reflect additions or deletions of personnel to the project as they occur and/or at the City's request.

5.6 All compensation procedures and invoice requirements set forth herein shall also apply to all subVendors directly contracted to the prime Vendor. Deviations from said procedures and requirements may be allowed only after written application by the Vendor to the City and written acceptance of such deviation by the City.

5.7 The City retains the right to limit progress payments if, in the reasonable opinion of the City, the percentage of the Total Agreement Cost billed exceeds the earned value in delivering the Services as measured by the City’s earned value tracking system.

5.8 Prior to payment of the final invoice, Vendor agrees to deliver to the City the following, if applicable to the Services:

5.8.1 All electronic data files, plans, sketches, drawings, documents, reports, memoranda and reproducibles related to the project and as required by the City's representative. Vendor may retain one copy of any or all of the aforementioned materials for its files.

5.8.2 Record drawings.

- 5.8.3** All non-expendable personal property purchased and approved by the City as other Direct Costs.
- 5.8.4** A formal written release of all claims and financial requirements arising by virtue of this Agreement, other than such claims, if any, as may be specifically exempted by Vendor from the operation of the release in stated amounts to be set forth therein.
- 5.9** All accounting and financial matters relating hereto shall be processed by the City's Auditor. Payments shall be made by the City on the monthly statements only after they have been certified by the City's representatives and approved by the Director and the City Auditor. Provided the City receives the required backup documentation, the City shall endeavor to make payment to the Vendor within thirty (30) days from the City's receipt of a monthly statement.
- 5.10** No approval or payment made under this Agreement shall be conclusive evidence of the acceptance of performance under this Agreement either wholly or partially, and no payment made hereunder shall be construed to be an acceptance of deficient or unsatisfactory Services.
- 5.11** Right to Inspect; Right to Audit Books. The Vendor and all subVendors shall maintain books, records, documents, and other evidence directly pertinent to performance of this Agreement in accordance with generally accepted accounting principles. Any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to inspect and examine the drawings, specifications and other contract documents at Vendor's office during the period of their preparation. Any authorized representative of the City shall, at all reasonable times and with reasonable

notice, also have the right to examine records of payments to SubVendors. Further, if the Time and Materials method of compensation is designated in Exhibit “B” – Compensation, any authorized representative of the City shall, at all reasonable times and with reasonable notice, have the right to audit, inspect and examine the Vendor’s accounting books and financial records for the Project, including, but not limited to, records of hours expended, personnel utilized, payments of employee salaries, and records of payments made to SubVendors.

5.12 In the event of a disputed invoice, only the disputed portion shall be withheld from payment by the City and the City will process the remaining undisputed portion of the invoice.

Section 6. TERM AND SCHEDULE

6.1 Vendor shall not perform any Services hereunder until receipt of written Notice to Proceed from the City. The term of this Agreement shall begin upon performance of the Services hereunder, and shall, unless extended by the City, or unless sooner canceled or terminated pursuant to the provisions hereof, expire on upon successful completion of the Services.

6.2 The completion of the Services in a timely and orderly manner is essential. Vendor shall perform all Services and submit deliverables required by the Agreement within the times stipulated in the approved baseline Project Schedule.

6.3 Vendor shall prepare and submit a baseline project schedule for City approval in accordance with the City’s Schedule Guidance Document.

6.4 Vendor shall monthly update, status, and submit the project schedule and schedule narrative for review by the City in accordance with the City’s Schedule Guidance Document. The requirement to submit schedule updates on a monthly basis may only be revised by authorization of the Director or his designee.

6.5 Neither party to this Agreement shall be deemed in default in the performance of its obligations if that party is prevented or delayed from performing by forces beyond its control, (hereinafter “Force Majeure”) including, without limitation, acts of God or of a public enemy; acts of a municipal, state, federal or other governmental legislative, administrative or judicial entity; any catastrophe resulting from flood, fire, extreme weather conditions, explosion; labor disturbances; and other cause beyond the control of the non-performing party. Vendor may be granted a time extension and cost adjustment for its performance based on the duration of the Force Majeure.

Section 7. STANDARDS OF PERFORMANCE, ERRORS AND OMISSION

7.1 Services provided by the Vendor and all of its agents, subVendors, and employees under this Agreement shall be performed in a manner consistent with the degree of care and skill customarily accepted as good professional practices and procedures by members of the same profession.

7.2 The City shall not be responsible for discovering deficiencies in the technical accuracy of Vendor’s Services. During the term of the Agreement, the Vendor shall be solely responsible for the accuracy of Services and shall promptly make necessary revisions or corrections to the Services performed to the extent that the necessary revisions or

corrections resulted from Vendor's negligent acts, errors or omissions, without any additional compensation from the City.

7.3 Acceptance of Services, including payment for same, shall not relieve the Vendor of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities.

7.4 In the event of any negligent act, error, or omission which the City determines, using a reasonableness standard, to be the responsibility of the Vendor in any phase of the service, the correction, repair or reconstruction of which may require additional field or office work or services, the Vendor shall be promptly notified and shall be required to perform such corrective Services as may be necessary without delay and without additional cost to the City. The period of re-performance for Services under this Section shall be limited to one (1) year from the time the original Services were completed. Vendor shall be reimbursed for any costs incurred for the correction, repair, or reconstruction of which requires additional field or office work or services that have been subsequently determined not to be the responsibility of Vendor as per above.

7.5 The City will provide to Vendor all data in City's possession relating to the Services. The Vendor shall be able to reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City, however, prior to relying upon such data and information, the Vendor shall be required to take reasonable measures to verify its accuracy, timeliness and completeness.

7.6 The City will endeavor to review Vendor-provided reports, studies, drawings, specifications, proposals and other documentation in a timely manner and provide prompt written notice of any inconsistencies, errors or items of concern.

Section 8. INSURANCE AND WAIVER OF SUBROGATION

8.1 INSURANCE

8.1.1 Liability Insurance to be provided by Vendor, Vendor’s subVendors and professionals engaged by Vendor. For any Services under this Agreement, and until completion of the entire Services, the Vendor, Vendor’s subVendor(s), and Professionals engaged by Vendor shall purchase and maintain, at its own expense, insurance coverage as specified below. All insurance required hereunder shall apply to and cover all loss or liability caused by, arising from, or resulting from the Services performed or required to be performed, provided or required to be provided, hereunder.

8.1.1.1 Auto Liability Insurance

Auto Liability coverage for Owned, Non-owned and Hired Auto Liability with a limit of One Million Dollars (\$1,000,000) for the Vendor and not less than Five Hundred Thousand Dollars (\$500,000) for the SubVendor(s) minimum annual combined single limit, bodily injury and property damage. Such insurance shall cover and include liability arising from all vehicles owned by, hired by, or used by or on behalf of the Vendor, Vendor’s subVendors, or Professionals engaged by Vendor. The Auto Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance.

The City and its officials, employees, representatives, agents, and Vendors including the City’s Vendors for the Project shall be named as

additional insureds on the Vendor's, Vendor's subVendor's(s'), and Professional's(s') engaged by Vendor Automobile Liability policies. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CA 20 48 02/99 for Auto Liability, or a substitute form providing equivalent coverage.

8.1.1.2 Workers' Compensation

Workers' Compensation with statutory limits. Employers Liability with an annual limit of One Million Dollars (\$1,000,000) bodily injury by accident, each accident, One Million Dollars (\$1,000,000) bodily injury by disease, each employee, and One Million Dollars (\$1,000,000) bodily injury by disease, policy aggregate minimum coverage including defense of an allegation against the employer for injury believed to have been substantially certain to occur. The Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor shall subscribe to and comply with, throughout all phases of the Project, the Workers' Compensation laws of the State of Ohio. The Employers Liability insurance requirement may be satisfied by including such coverage within the General Liability policy.

8.1.1.3 General Liability Insurance

Commercial General Liability insurance on an occurrence coverage basis (including without limitation, bodily injury, personal injury and advertising injury, property damage, and broad-form contractual liability arising from or relating to this Agreement, coverage as respects

independent contractors, operating mobile equipment, products and completed operations, explosion, collapse and underground hazards) of the following amounts:

(a) Vendor's General Liability (occurrence basis, limits per occurrence and annual aggregate):

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury and Property Damage Limit -
Each Occurrence

(b) Vendor's Vendor(s) and Professionals engaged by the Vendor's General Liability (occurrence basis, limits per occurrence and annual aggregate):

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury and Advertising Injury
\$1,000,000 Bodily Injury and Property Damage Limit -
Each Occurrence

The City and its officials, employees, representatives, agents, and City's Vendors for the Project shall be named as additional insureds on the Vendor's, Vendor's subVendor's(s'), and Professionals' engaged by the Vendor Commercial General Liability policies (including Employers Liability) and Excess/Umbrella Liability. The extent of the additional insured coverage shall be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability, or substitute form providing equivalent coverage. The additional insured coverage afforded under

the Vendor's, Vendor's subVendor's(s') and Professionals' engaged by the Vendor policies shall include both ongoing operations (services in progress) and completed operations (completed services). All coverage shall be maintained for a minimum of three (3) years after expiration of this Agreement. The General Liability Insurance limit requirement can be satisfied by the purchase and maintenance of any combination of primary, excess and/or Umbrella insurance Commercial General Liability and Umbrella/Excess limits of liability (including Product/Completed Operations coverage) shall apply on a per project basis.

8.1.1.4 Professional Liability Insurance

Vendor, Vendor's subVendor's(s) and Professionals engaged by the Vendor shall purchase and maintain in force Professional Liability insurance (including contractual liability coverage) covering liability and damages arising out of or resulting from Vendor's professional services rendered, or which should have been rendered, pursuant to this Agreement. Each of Vendor's subVendor(s) or Professionals engaged by Vendor who are required to render or provide professional services pursuant to this Agreement and/or the contract between the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor, or at any other subVendor level, shall purchase and maintain Professional Liability insurance coverage with limits of liability and coverage requested herein.

(a) Vendor's Professional Liability limits of not less than:

\$1,000,000 Annual Aggregate

\$1,000,000 Per claim

(b) Vendor's subVendor(s) and Professionals engaged by Vendor
Professional Liability limits of not less than:

\$1,000,000 Annual Aggregate

\$1,000,000 Per claim

Professional Liability insurance may be written on a claims-made basis provided such policy shall either (i) be renewed annually for a period of not fewer than three (3) years following expiration of this Agreement with substantially the same terms and conditions or (ii) include an extended reporting period endorsement or clause providing not less than three (3) years within which a claim may be made under the policy respecting the Vendor's, Vendor's subVendor(s) or Professionals engaged by Vendor performance of Services; the cost of coverage for such three (3) year period shall be borne exclusively by the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor as the case may be.

8.2 Property Insurance

The Vendor shall purchase and maintain Property insurance covering construction machinery, equipment, special equipment, false work, scaffolding, materials, mobile equipment, valuable papers, trailers, and tools used or owned by the Vendor in the performance of the Services. The Vendor also agrees to require Vendor's subVendor(s) and Professionals engaged by Vendor to insure any and all property listed above used

or owned by the Vendor's subVendor(s) or Professionals engaged by Vendor in the performance of the Services. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any property listed above used or owned by the Vendor, Vendor's subVendor(s) or Professional engaged by Vendor in the performance of the Services.

8.3 Insurance Coverage Requirements:

8.3.1 Primary Coverage

The insurance coverage to be purchased and maintained by the Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor as required herein to name the City as Additional Insured shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which shall not contribute therewith, and there shall be severability of interests under the insurance policies required herein for all coverages provided under said insurance policies and otherwise provide cross liability coverage.

8.3.2 Thirty Days Notice

Either the insurance coverage required of Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor, or the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor shall incorporate a provision requiring the giving of written notice to City, Vendor, and to any other person(s) or party(ies) reasonably designated by City, at least thirty (30) days (except when due to non-payment of premium) prior to the cancellation, non-renewal, and/or material modification of any insurance policy required to be purchased and maintained pursuant to this Agreement. Vendor, Vendor's subVendor(s), and Professionals

engaged by Vendor shall promptly notify City of a downgrade in the AM Best Company rating of any insurance company providing the insurance coverage for Vendor, Vendor's subVendor(s) and/or Professionals engaged by Vendor.

8.3.3 Financial Strength

The insurance coverage required of Vendor, Vendor's subVendor(s), and Professionals engaged by Vendor herein shall be placed and maintained until expiration of this Agreement with insurance companies rated at least A-, Financial Size Category of at least VII, by A.M. Best Company, licensed or otherwise authorized and able to do business in Ohio.

8.3.4 Vendor(s) and Professionals engaged by Vendor Insurance. Vendor shall not sublet or subcontract any part of this Agreement without assuming absolute responsibility for requiring and taking actions to know that each Vendor's subVendor(s) and Professionals engaged by Vendor (and each subVendor at every tier) purchase and maintain the types of insurance required hereby with the same terms and conditions as herein required of the Vendor and the limits of liability herein required of Vendor's subVendor(s) and Professionals engaged by Vendor. Failure of Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor to purchase and maintain insurance for a minimum of three (3) years after expiration of this Agreement shall be deemed a material breach of this Agreement, allowing the City, in addition to all other remedies available to City under this Agreement, at law and/or in equity, to terminate this Agreement or to provide insurance at the Vendor's sole expense, in neither case, however, shall the Vendor's liability hereunder be lessened.

8.3.5 Notice of Occurrence

Upon Vendor's knowledge of any actual or alleged occurrence, event, or third-party claim(s) which may result in or give rise to a claim against liability imposed upon, or loss suffered by Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor related to the Project, and which may exceed One Million Dollars (\$1,000,000), Vendor shall (i) immediately provide the City with written notice of such occurrence, event or third-party claim(s) with reasonable detail; this requirement applies irrespective of when, where, or how the claim, liability, or loss occurred, whether or not the claim, liability or loss relates to or arises from the Vendor's, Vendor's subVendor(s) or Professionals engaged by Vendor Services, or the validity or status of such claim, liability or loss, and applies to the entire Contract term and the three (3) years following expiration of this Agreement; and (ii) all such notice shall be issued in accordance with this Agreement.

8.3.6 Evidence of Insurance

Vendor shall submit to the City within ten (10) Calendar Days after City's notice of Contract award and prior to Date of Commencement, certificates of insurance evidencing the effectiveness of the insurance policies required by this Agreement. The Project Site shall be identified on the certificate(s) and the certificate(s) and policies shall be delivered to City pursuant to the terms of this Agreement.

At any time during the term of this Agreement and annually (measured from the Date of Commencement) for a period of three (3) years following expiration

of this Agreement, the Vendor shall promptly provide certificates of insurance to the City evidencing the effectiveness of the insurance coverages required pursuant to this Agreement, including all endorsements no less frequently than upon the renewal of any insurance coverage required by this Agreement. All endorsements to or modifications of insurance purchased and maintained by the Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor pursuant to this Agreement shall be subject to City's review and final acceptance. City's review, receipt and/or acceptance of any insurance policy purchased and maintained by the Vendor, Vendor's subVendor(s), or Professionals engaged by the Vendor or a certificate of insurance evidencing such insurance, shall not constitute nor be deemed to constitute City's approval of such insurance or City's agreement that such insurance satisfies the insurance requirements set forth in this Agreement.

8.3.7 Compliance

If any insurance purchased and maintained by the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor pursuant to this Contract contains a warranty or other clause providing that coverage is null and void (or words to that effect), or otherwise reduced in scope or limit if the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor does not comply with the regulations or statutes governing the Project, such policy or policies shall be modified or endorsed so that coverage shall be afforded in all cases except for the Vendor's, Vendor's subVendor(s) and Professionals engaged by Vendor intentional or willful non-compliance with Applicable Laws.

8.3.8 No Limitation

The types and limits of insurance to be purchased and maintained by the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor pursuant to these Contract Document shall not be deemed to constitute a limitation of the Vendor's, Vendor's subVendor's(s'), Professionals' engaged by Vendor liability hereunder or otherwise, or otherwise to limit or affect the Vendor's indemnification obligations hereunder; by requiring insurance herein, City does not represent or warrant that coverage and limits will be adequate or sufficient to protect the Vendor, Vendor's subVendor(s) or Professionals engaged by Vendor.

8.3.9 Purchase of Insurance

If the Vendor, Vendor's subVendor(s), or Professionals engaged by Vendor fail(s) to purchase and maintain, or fail to continue in force throughout the term of this Agreement and until expiration of this Agreement and where required herein, for the minimum of three (3) years after expiration of this Agreement, insurance in the types and with limits of liability required herein, City may purchase such insurance and the cost thereof shall be borne by the Vendor, and shall be deducted from any amounts due and owing by the City to the Vendor. If such amounts are insufficient, the Vendor agrees to promptly pay the City the amount incurred by the City to purchase such insurance.

8.3.10 Other Insurance

Any insurance or any increase of limits of liability not described in this Article 3 which Vendor, Vendor's subVendor(s) and Professionals engaged by Vendor

requires for their own protection shall be its own responsibility and at its own expense and shall not be considered part of the Vendor's fee for base Services or part of Vendor's Reimbursable Expenses or be subject to a request for Additional Services.

Section 9. TERMINATION OF AGREEMENT AND THE CITY'S RIGHT TO PERFORM

VENDOR'S OBLIGATIONS

9.1 Termination for Cause and Default of Vendor

This Agreement may be terminated by the City at any time for cause upon written notice to Vendor of such intent when either the progress or results achieved under this Agreement are unacceptable to the City, and upon giving Vendor reasonable notice and opportunity to cure such unacceptable progress or results, which Vendor fails to perfect. In no event, shall the reasonable notice be less than thirty (30) calendar days.

9.2 If this Agreement is cancelled by the City prior to completion, Vendor, within ten (10) working days of such cancellation, shall submit a certified final progress report of the percentage of Services completed by the date of cancellation. The City shall pay Vendor for the Services completed as certified in this statement and as approved by the Director of Public Safety/Service. Notwithstanding any other provision of this Agreement, all records, documents, materials, equipment, and working papers prepared or purchased as part of the Services under this Agreement shall become and remain the property of the City, and upon any such cancellation, Vendor shall turn over to the City all records, documents, working papers, equipment and other materials which should be necessary, in the opinion of the City, to maintain continuity in progress of the

Services by another Vendor. The City shall allow the Vendor to retain copies for their records, if Vendor chooses to do so.

9.3 Upon the occurrence and during the continuance of an event of default, the City may, but shall not be obligated to, take such actions as the City deems reasonable in order to cure the act or omission of Vendor that is the basis of the default, and the Total Contract Price shall be reduced by the cost to the City of taking such actions. Costs associated with the start-up and shut-down of the Services shall be at Vendor's expense.

9.4 This Agreement may be terminated by Vendor for event of default by the City, which would include failure to perform a material obligation and non-payment by City, upon thirty (30) days written notice, based upon the breach provisions as contained in this Agreement. Within ten (10) working days, Vendor shall submit a certified final progress report of the percentage of Services completed by the date of the termination. The City shall pay Vendor for the Services completed as certified in the statement and approved by the Director of Public Safety/Service.

9.5 Termination without Cause

The City may terminate this Agreement without cause upon thirty (30) days written notice. If the City terminates this Agreement without cause it shall make payment to Vendor for Services performed prior to the date of termination and reasonable demobilization costs, including any reimbursable expenses, if any then due, which shall be subject to the City's review and approval, and which shall not be unreasonably withheld. Vendor shall, as a condition of receiving the payments referred to in this Section 9, execute and deliver all such documents and take all such steps, including the legal assignment of its contractual rights, as the City may require for the purposes of

fully vesting in it the rights and benefits of Vendor under such obligations or commitments. The acceptance of payment under this Section 9 for termination by the City without cause shall constitute full and complete satisfaction of any and all damages and claims of Vendor regarding the Vendor's performance of the Services and the termination of Vendor's Services by the City.

Section 10. WORKERS' COMPENSATION COVERAGE

10.1 Vendor shall at all times during the term of this Agreement subscribe to and comply with the Workers' Compensation Laws of the State of Ohio, shall pay such premiums as may be required thereunder, and shall save the City harmless from any and all liability arising from or under said Act. It shall furnish at the time of delivery of this Agreement and at such other times as may be requested, a copy of the official certificate of receipt showing the payment hereinbefore referred.

Section 11. INDEMNITY

11.1 Vendor shall be responsible for the safety of its personnel related to and during the performance of Services required by this Agreement and will take reasonable measures to ensure that it and its SubVendors provide and maintain a safe working environment. Vendor shall ensure that its employees and the employees of its SubVendors, before they begin and throughout their employment at any Project site, are made aware of the requirements of all applicable safety and health regulations including, but not limited to, Applicable Laws and are notified that compliance therewith is a condition of their continued employment. Vendor shall remove from the site any employees or SubVendors that fail to abide by applicable health and safety regulations. Vendor shall

not knowingly permit a hazardous, unsafe, unhealthy or environmentally unsound condition or activity to be conducted at any Project site.

If Vendor becomes aware of any hazardous, unsafe, unhealthy or environmentally unsound condition at any Project site, it shall notify the City and take reasonable steps to eliminate, terminate, abate or rectify any condition over which Vendor has control. The City may, but is not obligated to, inspect at reasonable times, the Project site and Vendor's facilities and appropriate Project Records to ascertain Vendor's and its SubVendors' compliance with the requirements of this Agreement; provided however, neither the existence nor exercise of such right will relieve Vendor of its responsibility for its own and its SubVendors' compliance with this Agreement, to always use due care in the performance of Services and for fulfilling all of its other obligations hereunder with respect to health and safety. Vendor shall promptly notify the City of any injury, death, loss or damage to persons, animals, or property, which is in any way related to Services performed under the Agreement, even though such occurrence was not caused or consented to by Vendor, its employees, SubVendors or agents. Smoking is prohibited at the Project site. Vendor shall monitor the City's no smoking rule with respect to its employees and SubVendors while they are working at the Project site.

11.2 Vendor shall indemnify, save and hold the City and its officers, employees, and agents free and harmless against any and all claims, demands, actions, losses, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising directly or indirectly out of or relating to any and all negligent acts, errors, or omissions by the Vendor (including its employees and agents) or any ambiguities in the plans and specifications, providing that such ambiguities are

originated by or the responsibility of the Vendor and to the extent that such ambiguity is the result of a negligent act, error, or omission of the Vendor in the performance of this Agreement. The Vendor shall be given the opportunity to defend on behalf of the City, any action or claim brought against it which, if successfully prosecuted, would give rise to a claim hereunder against the Vendor. This indemnification shall not result in the unjust enrichment of the City. In the case of any ambiguities, the City shall afford the Vendor a reasonable opportunity to mitigate the damage and clarify any such ambiguities within a reasonable time after discovery by or notice to City. City shall promptly notify the Vendor of any claim, demand, action, cause of action, or other liability for which the City may seek indemnification from the Vendor. The provisions of this paragraph shall survive the termination/expiration of this Agreement

11.3 In any and all claims against the City, Vendor or any of its members, officers, agents or employees, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Vendor under Workers' Compensation Acts, disability benefit acts or other employee benefit acts.

11.4 Vendor further agrees to indemnify and hold harmless the City from claims made by employees of Vendor or employees of Vendor's subVendors and based on injuries, sickness, disease, death or disability, to the extent arising out of the professional negligence of Vendor. As between Vendor and the City, Vendor agrees that it will not assert a claim of and expressly waives any and all immunity pursuant to applicable Workers' Compensation laws, with regard to this indemnification.

Section 12. MBE/WBE/SBE COMPLIANCE

12.1 The Minority- and Women Business Enterprise (“MBE/WBE”) and/or Small Business Enterprise (“SBE”) subcontracting goals established for this Agreement are defined in Exhibit “D” – MBE/WBE/SBE Compliance Goals.

Section 13. EQUAL EMPLOYMENT OPPORTUNITY

13.1 Vendor agrees to adopt and maintain a policy of non-discrimination in employment. It further agrees that it will comply with all applicable Federal and State laws with regard to Equal Employment Opportunity and Fair Employment Practices, and with the City’s Equal Employment Opportunity Policy, Guidelines and Procedures.

13.2 Vendor agrees to provide the City with information regarding its employment practices, in such forms as the City may prescribe; and that compliance with such requests is a condition of this Agreement.

Section 14. WPCLF ASSISTANCE AND APPLICABILITY OF FEDERAL REQUIREMENTS

14.1 Should the City seek Water Pollution Control Fund (WPCLF) financing for this Agreement under the Clean Water Act, as amended, and it is the intent of the parties that the Agreement be construed in a manner most favorable to obtaining such financing.

14.2 In the event that WPCLF financing is utilized for this Agreement, it is specifically agreed that the City Standard Clauses for WPCLF Assisted Professional Services Agreements (Exhibit “E”) shall apply to this Agreement.

Section 15. INDEPENDENT CONTRACTOR

15.1 Vendor shall be and remain an independent contractor with respect to all Services performed hereunder, and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions or annuities, now or hereafter imposed under any State or Federal law which are measured by the wages, salaries or other remuneration paid to persons employed by Vendor on Services performed under the terms of this Agreement, and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by any duly authorized State or Federal officials; and Vendor agrees to indemnify and save harmless the City from any such contribution or taxes or liability therefore.

Section 16. SUBVENDORS

16.1 Since this Agreement is made pursuant to the proposal submitted by Vendor and in reliance upon Vendor's qualifications and responsibility, Vendor shall not sublet nor shall any subVendor commence performance of any part of the Services except as specifically included in this Agreement without prior written consent of the City. In making the application for subletting any portion of the Services, Vendor shall state in writing the portion of the Services which each subVendor is to do or the material which it is to furnish, his place of business, and such other information as may be required by the City. Subletting, if permitted, shall not relieve Vendor of any of its obligations under this Agreement.

16.2 All subVendors for Services covered by this Agreement must conform to the requirements of this Agreement.

16.3 Debarment

The Vendor acknowledges the EPA regulations regarding the use of businesses which are included on the System for Award Management (SAM) database of businesses which have been debarred, suspended or voluntarily excluded from participating in EPA assisted activities, and expressly agrees not to subcontract to any such businesses.

Section 17. ASSIGNMENT OF AGREEMENT

17.1 The City and Vendor bind themselves and their successors, administrators and assigns to the other party of this Agreement and to the successors, administrators and assigns of the other party of this Agreement, in respect to all covenants of this Agreement. Except as stated above, neither the City nor Vendor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

Section 18. DISPUTE RESOLUTION

18.1 In the event of a dispute between the Parties for obligations under this Agreement, either Party may request the following dispute resolution process. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.

18.1.1 The Parties are committed to working with each other to resolve disputes and agree to communicate regularly so as to avoid or minimize disputes. The Parties

shall first try to resolve the dispute at the level of the designated representatives in Section 3. If the Parties are unable to resolve the dispute at that level within 10 working days, the Parties shall escalate the issue to the next higher level within their respective organizations to resolve the dispute.

18.1.2 If the Parties are unable to resolve the dispute through the above meetings, then on the written notice of either party requesting the matter may be taken to mediation, the Parties shall begin the mediation process within 20 days of such notice. The Parties shall select a mediator, who is experienced in the relevant services provided herein. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within 10 working days after mediator appointment, which meeting shall be attended by at least the respective representatives in Section 3. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

18.1.3 Such mediation shall be non-binding between the Parties and shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Section 20.2 below.

Section 19. CONSTRUCTION

19.1 All terms and words used in this Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the number and gender. Vendor agrees that no representations or warranties of any type shall be binding upon the City, unless expressly authorized in writing herein. In the event of any variance between the provisions of this Agreement and Vendor’s Scope of Services (Exhibit “A”), the provisions of this Agreement shall govern. The headings of sections and paragraphs, if any, to the extent used herein are used for reference only, and in no way define, limit or transcribe the scope or intent of any provision hereof. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered in any number of counterparts, shall be deemed original, but such counterparts together shall constitute but one and the same instrument. Invalidation of any provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

Section 20. MISCELLANEOUS

20.1 Copyrights

The Vendor acknowledges and agrees to follow the EPA requirements of 40 CFR Part 30 regarding copyrights and rights in data for any discovery or invention which arise

or is developed in the course of implementing this Agreement. All specific deliverables developed under this Agreement shall become the property of the City. All work product (including pre-existing intellectual property) of the Vendor in executing the Services shall remain the property of Vendor. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of the Services shall remain the property of the Vendor.

20.2 Remedies

The parties agree that all claims, counter-claims, disputes and other matters in question between the City and the Vendor arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

20.3 Defective Pricing

The Vendor and subVendor, where appropriate, warrant that cost and pricing data submitted for evaluation with respect to negotiated agreements, lower tier subagreements, and change orders is based on current, accurate, and complete data supported by their books and records. If the City determines that any price (including profit) negotiated in connection with this Agreement, any lower tier subagreement or any amendment thereunder was increased by any significant sums because the data provided was incomplete, inaccurate, or not current at the time of submission, then such price or cost or profit shall be reduced accordingly; and the Agreement shall be modified in writing to reflect such action.

20.4 Contingent Fees

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

20.5 Gratuities

If the City finds after a notice and hearing that the Vendor, or any of the Vendor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the City in an attempt to secure an Agreement or favorable treatment in awarding, amending, or making any determination related to the performance of this Agreement, the City may, by written notice to the Vendor, terminate this Agreement. The City may also pursue other rights and remedies that the law or this Agreement provides.

20.6 The Vendor shall retain all records relating to this Agreement and the Services performed for a period of five (5) years after its termination.

Section 21. EXHIBITS

21.1 It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the

terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern.

The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- a. Exhibit "A" – Scope of Services
- b. Exhibit "B" – Compensation
- c. Exhibit "C" – Not Used
- d. Exhibit "D" – Business Opportunity Program Compliance Goals Not Included
- e. Exhibit "E" - Standard Clauses for WPCLF Assisted Projects – Not Included

IN WITNESS WHEREOF, this Agreement was entered into on the date and year first written above.

WITNESS:

CITY OF LORAIN, OHIO

BY: _____

(Title): _____

WITNESS:

DLZ OHIO, INC.

BY: _____

(Title): _____

Approved as to Form:

Patrick D. Riley
Law Director
City of Lorain, Ohio

EXHIBIT A/B



INNOVATIVE IDEAS
EXCEPTIONAL DESIGN
UNMATCHED CLIENT SERVICE

January 28, 2026

Ms. Gwen Frey, EI
Civil Engineer II
City of Lorain
200 West Erie Avenue, 4th Floor
Lorain, OH 44052

RE: LOR-SRTS FY 2026 (PID 120211)
DLZ Fee Proposal for CA/CI Services

Dear Mr. Frey,

DLZ is pleased to submit our fee proposal for professional services for the City of Lorain Safe Routes To School (SRTS) Project. For this project, DLZ will provide construction inspection, project management, construction administration, and quality assurance materials testing for the duration of the project.

Our proposed fee is included as Attachment "A". In the official RFP, it states the construction will occur with an Estimated Begin Construction Date of 5/1/26 and an Estimated End Construction Date of 11/15/26, which equals a duration of 200 days, or 28 weeks. However, based on recent experience with other SRTS projects, we anticipate a duration of closer to 90 days, or 13 weeks. This fee is based off that 13-week assumption. The fee reflects providing ODOT prequalified staff performing the scope of work outlined in the RFP. It includes a full-time project inspector, a project manager, a construction engineer 2, and a documentation clerk. Some of those roles are on an as-needed basis. The estimate to perform this work, including materials testing, is \$75,272. DLZ will only invoice for the actual time spent on-site by the inspectors when the contractor is performing work.

Additionally, we show hours for pre-construction and post-construction administrative work anticipated over the course of two weeks both before and after project construction. We anticipate some minor effort associated with ODOT's standard audit/documentation review and have included an allotment of hours for that task. The fee proposal includes costs for DLZ to perform quality assurance materials testing, which is broken down and included within Attachment "A".

The fee proposal rates were developed using ODOT’s Hourly Calculation Spreadsheet which takes actual DLZ employee hourly rates and incorporates DLZ’s audited overhead rate to determine an average billable hourly rate. This sheet is included with the fee proposal as Attachment “B”.

Depending on the Agreement, DLZ will invoice either according to the unit rates shown for the classifications on the fee proposal, or we will use actual hourly rates of DLZ project staff calculated with ODOT Fixed Fee Groups, which is included as Attachment “C” using ODOT’s Fixed Fee per Hour spreadsheet. DLZ typically composes our invoices using the standard ODOT IPS invoicing spreadsheet, however we can use a comparable City format, if requested. DLZ’s Cognizant Review Certificate detailing our overhead rate is included as Attachment “D” for reference. Lastly, DLZ’s Standard Terms and Conditions are included as Attachment “E”. Acceptance and signature of this Letter will implement these Terms and Conditions and will be considered the Agreement.

Thank you for selecting DLZ for this opportunity. We look forward to working together with the City of Lorain on this important project. If you should have any questions about the fee proposal or require further clarification, please do not hesitate to contact us.

Sincerely,



Daniel R. Uhlir, PE
Field Services Department Manager

CC: Bob Kirkley – DLZ Ohio, Inc.
Thomas Hessler – DLZ Ohio, Inc.
file

Approved and Accepted	
Signature	_____
Printed Name	_____
Title	_____
Date	_____

**COST PROPOSAL SUMMARY FOR
LOR-City of Lorain SRTS - FY 2026 (PID 120211)
Prepared for the City of Lorain
Prepared by DLZ Ohio, Inc.**

This hourly estimate was based on the following schedule:

Construction Work: 90 days (3 months or 13 weeks) = 65 working days
Contractor Working Five 8-hour days: 8 hrs/day x 65 days = 520 hours
Assume zero hours of OT

Multiplier: ((162.23%+100%)*10%)+(162.23%+100%) = 2.88

Admin. Work for pre-construction services over the course of 2 weeks
Admin. Work for post-construction services over the course of 2 weeks

Hourly Rates based on 2.88 multiplier			
Proj Mgr.	\$ 186.00	Proj. Insp.	\$ 99.00
Const. Eng. 2	\$ 115.00	Doc. Clerk	\$ 67.00

Task Description	Project Manager (CPE)	Const. Engineer (CE2)	Proj. Insp. (PI)	Documentation Clerk (DOC)			
Pre-Construction Services (over the course of 2 weeks)							
Pre-Construction Meeting	1	1	1				
Create Project Bill of Materials				1			
Develop Project Doc. Control System		1		8			
Review Submittals (Assume 6 @ 1 hr/each)		6					
<i>Pre-Construction Services Individual Hours Totals</i>	1	8	1	9	0		19 Task hrs
<i>Pre-Construction Services Individual Cost Totals</i>	\$186.00	\$920.00	\$99.00	\$603.00	\$0.00		\$1,808.00 Task cost

	PM	CE2	Proj. Insp.	Doc.			
Construction Services (13 weeks)							
Management of Construction by CPE (1 hr per wk)	13						
Construction Engineering & Admin by CE 2 (4 hrs per wk; 10%)		52					
Documentation of Quantities, Daily Reports, LPA Documents (2 hrs per week)				26			
Construction Progress Meetings & Minutes (3 Meetings)		3					
Review and Approve Contractor Pay Estimates (4 Estimates)		4					
Prepare and Approve Contractor Change Orders (Up to 2)		2					
Full time Project Inspection (13 wks x 40 hrs/wk)			520				
<i>Construction Services Individual Hours Totals</i>	13	61	520	26	0		620 Task hrs
<i>Construction Services Individual Cost Totals</i>	\$2,418.00	\$7,015.00	\$51,480.00	\$1,742.00	\$0.00		\$62,655.00 Task cost

	PM	CE2	Proj. Insp.	Doc.			
Post Construction Services (over the course of 2 weeks)							
Develop and Address Punch List			4				
Project Final Walk Through	1		1				
Prepare Final Change Order	1						
Final Close Out Document Preparation		2		2			
<i>Post-Construction Services Individual Hours Totals</i>	2	2	5	2	0		11 Task hrs
<i>Post-Construction Services Individual Cost Totals</i>	\$372.00	\$230.00	\$495.00	\$134.00	\$0.00		\$1,231.00 Task cost

**COST PROPOSAL SUMMARY FOR
LOR-City of Lorain SRTS - FY 2026 (PID 120211)
Prepared for the City of Lorain
Prepared by DLZ Ohio, Inc.**

This hourly estimate was based on the following schedule:

Construction Work: 90 days (3 months or 13 weeks) = 65 working days
Contractor Working Five 8-hour days: 8 hrs/day x 65 days = 520 hours
Assume zero hours of OT

Admin. Work for pre-construction services over the course of 2 weeks
Admin. Work for post-construction services over the course of 2 weeks

Multiplier: ((162.23%+100%)*10%)+(162.23%+100%) = 2.88

Hourly Rates based on 2.88 multiplier			
Proj Mgr.	\$ 186.00	Proj. Insp.	\$ 99.00
Const. Eng. 2	\$ 115.00	Doc. Clerk	\$ 67.00

ODOT Audit / Documentation Review	PM	CE2	Proj. Insp.	Doc.			
Documentation Preparation & Organization				4			
Documentation Review with ODOT LPA Coordinator (w/DLZ PM and Proj. Insp)	1		1				
<i>ODOT Audit Individual Hours Totals</i>	1	0	1	4	0		6 Task hrs
<i>ODOT Audit Individual Cost Totals</i>	\$186.00	\$0.00	\$99.00	\$268.00	\$0.00		\$553.00 Task cost

Other Direct Costs		
Project Primary Inspector Company Truck - (ODOT Rate \$49/day x 65 days)		\$3,185
Materials Testing (See Attachment "A")		\$5,840
Other Direct Costs		\$9,025 Total ODC's

Summary of Parts:	
Pre Construction Services	\$1,808.00
Construction Services	\$62,655.00
Post Construction Services	\$1,231.00
ODOT Audit / Doc. Review	\$553.00
Other Direct Costs	\$9,025.00

TOTAL FEE PROPOSAL FOR CA/CI SERVICES: \$75,272



ATTACHMENT "A"
MATERIALS TESTING COSTS FOR
LOR-City of Lorain SRTS - FY 2026 (PID 120211)

Task No.		Units	Unit Cost	TASK TOTAL
	DLZ Laboratory Billing Rates			
1.0	Testing Description			
1.01	Materials Technician (10 days at 4 hrs/day)	40 ea	\$75 per hour	\$3,000.00
1.02	Concrete Cylinders (1 set of 5 each day)	25 ea	\$22 per cylinder	\$550.00
1.03	Concrete Beams	5 ea	\$60 per beam	\$300.00
1.04	Moisture Density Curves & Gradation)	0 ea	\$240 per sample	\$0.00
1.05	Asphalt AC Content/Gradation	2 ea	\$170 per sample	\$0.00
1.06	Asphalt MSG	0 ea	\$85 per sample	\$0.00
1.07	Asphalt BSG	0 ea	\$90 per set of 3 samples	\$0.00
1.08	Compaction Equipment	2 days	\$50 per day	\$100.00
1.09	Concrete Equipment	5 days	\$35 per day	\$175.00
1.10	Routine Electronic Reports	0 LS	\$250 Lump Sum	\$0.00
	Total Costs			\$4,125.00

Hourly Rate Calculations

Instructions - Insert information in yellow highlighted cells only. On Sheet 2, input information to determine rates per classification. Hourly rates will be calculated automatically.

Agreement No.: PID 120211
 C-R-S: LOR-SRTS FY 2026
 Firm Name: DLZ Ohio

Company Overhead: 162.23%

Average Overhead: 160.84%

Cost of Money: 2.20%

Net Fee %: 10%

The company records OT premium as: Direct Labor

Does the company anticipate billing overtime? No

Classification	1.5X OT?	Avg. Raw Rate	Overhead	C.O.M	Net Fee	Computed Straight Time/OT Exempt Billing Rate ¹	Computed Overtime Billing Rate ¹
Project Manager	No	\$64.00	\$103.83	\$1.41	\$16.69	\$186	N/A
Project Inspector	No	\$34.00	\$55.16	\$0.75	\$8.87	\$99	N/A
Construction Engineer 2	No	\$39.75	\$64.49	\$0.87	\$10.37	\$115	N/A
Documentation Clerk	No	\$23.00	\$37.31	\$0.51	\$6.00	\$67	N/A

¹ **Note:** Rounded the nearest dollar.

Average Raw Rate Calculations per Classification

Agreement No.: PID 120211

C-R-S: LOR-SRTS FY 2026

Firm Name: DLZ Ohio

Instructions - Insert classification descriptions in yellow highlighted cells as applicable. They will be carried forward to Sheet 1. Input employee names or ID along with their rate. Rates should be actual employee pay rates. Add lines as needed for additional employee rates if necessary. For each classification, indicate whether employees in the classification are eligible for overtime paid at time-and-a-half (non-exempt). Average rates for each classification will be calculated automatically and exported to Sheet 1.

Project Manager	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Daniel Uhlir	\$64.00
Average Raw Rate	\$64.00

Project Inspector	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Emmet McGrath	\$34.00
Average Raw Rate	\$34.00

Construction Engineer 2	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Jayson Rush	\$36.50
Utsav Kachhidya	\$43.00
Average Raw Rate	\$39.75

Documentation Clerk	
Is overtime paid at 1.5X? ----->	No
Employee Name or I.D	Rate
Nadilee Nottingham	\$23.00
Average Raw Rate	\$23.00



OHIO DEPARTMENT OF TRANSPORTATION

CONSULTANT INDIRECT COST RATE COGNIZANT REVIEW APPROVAL CERTIFICATE NO.: 06052025-SPG-01

All items discussed in this **Cognizant Review Approval Certificate** refer, respectively, to the following:

Company Name (Consultant/Auditee):	DLZ OHIO, INC.
Based on Actual Costs Incurred for Company's Year Ended:	12/31/2024
Effective Date of Cognizant Approval (ODOT Approval Date):	06/05/2025
Based on Independent Audit Report Issued by CPA Firm (Auditor):	CBIZ CPAs P.C.

This Certificate presents the results of a review we performed in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The review involved a detailed examination of the CPA's audit workpapers supporting: (1) the independent audit report on the Company's Statement of Direct Labor, Fringe Benefits, and General Overhead (indirect cost rate schedule); and (2) the associated report on internal controls and compliance. The CPA represented that the audit was conducted in accordance with *Government Auditing Standards* as promulgated by the Comptroller General of the United States, and the audit was designed to determine that the indirect cost rate schedule was prepared in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates as recommended in the *AASHTO Uniform Audit & Accounting Guide for Audits of Architectural and Engineering (A/E) Consulting Firms*. During our cognizant review, nothing came to our attention that caused us to believe that the CPA's audit procedures, audit report, and supporting workpapers for the indirect cost rate schedule did not conform in all material respects to the aforementioned regulations and auditing standards.

Conclusion: We recommend acceptance of the following rates, which, unless otherwise noted, were computed based on direct labor costs incurred on A/E projects:

Corporate Indirect Cost Rate:	162.23%
Facilities Capital Cost of Money (FCCM) Rate:	2.2%

Overtime Premium: According to the Company's established allocation methodology, as audited by the CPA:

- INDIRECT.** All overtime premium is allocated to the indirect cost pool; accordingly, overtime premium is not eligible as a direct charge to contracts.
- DIRECT.** Project-related overtime premium is allocated to direct cost objectives and is allowable as a direct charge, with overhead applied, to applicable contracts. Overtime premium that is not project related is included in the indirect cost pool.
- OTHER DIRECT COST.** Overtime premium is allocated and billed as an Other Direct Cost (ODC) to applicable contracts, with no overhead applied.
- NOT APPLICABLE.** Either no overtime premium was incurred during the audit period, or your company has not established a policy for allocating and billing these costs. (Overtime premium is not allowable as either a direct charge to projects or as part of the indirect cost rate computation.)

Note: The approved rates are for use for billings and cost proposals on contracts funded by the State of Ohio and/or Federal sources, including projects for ODOT and Ohio Local Public Agencies (LPAs). This cognizant approval certificate also establishes indirect cost rates for use by other State transportation agencies, as discussed in the FHWA document *Procurement, Management, and Administration of Engineering and Design Related Services - Questions and Answers*. <https://www.fhwa.dot.gov/programadmin/172qa.pdf>.

The above rates are based on the most recent cost information the Company submitted to ODOT. As more current cost information becomes available, it must be submitted through the ODOT PreQ system.

The submittal is due no later than **six months** after the close of your Company's fiscal year (July 1 for all companies with a December 31 fiscal year end). See detailed requirements at <https://www.transportation.ohio.gov/wps/portal/gov/odot/working/publications/audit-consultant>. Failure to submit timely may result in the loss of ODOT prequalification.

Approved by:

Scot P. Gormley

Scot P. Gormley

ADMINISTRATOR, OFFICE OF EXTERNAL AUDITS (OEA)

ODOT Division of Finance

1980 West Broad Street, Mail Stop 2140, Columbus, OH 43223

Phone: 614.644.0384

Cell/Text: 614.949.8981

[External Audits | Ohio Department of Transportation](#)



Department of
Transportation

DLZ'S STANDARD TERMS AND CONDITIONS

1. INVOICES AND PAYMENT: Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.

2. CONSTRUCTION SERVICES: If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.

3. CHANGES IN REQUIREMENTS: In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.

4. SURVEY STAKING: If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.

5. MISCELLANEOUS EXPENSES: Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.

6. CHANGE OF SCOPE: DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.

7. SAFETY: DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.

8. REUSE OF PROJECT DELIVERABLES: CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.

9. OPINIONS OF CONSTRUCTION COST: Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.

10. INSURANCE: During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.

11. INDEMNITY: To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.

12. CONSEQUENTIAL DAMAGES: Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.

13. LIABILITY: No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.

14. DISPUTES: Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.

15. STATUTE OF LIMITATIONS: The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.

16. DELAYS: DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.

17. SHOP DRAWINGS: If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.

18. ACCEPTANCE: Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.

19. STANDARD OF CARE: DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.



CITY OF LORAIN

City Council Regular Meeting

7. i.

Meeting Date: 02/16/2026

Submitted by: Dawn Walther

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE CONSTRUCTION OF SIDEWALKS IN VARIOUS LOCATIONS WITHIN THE CITY OF LORAIN AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

To assess project costs to property owners.

RECOMMENDATION TO COUNCIL:

Lorain City Council to consider for passage.

Fiscal Impact

Funds Available In Current Year Budget (Y/N): Y

Estimate of Total Expenditure: 61,333.98

List of Funding Source and/or Account Number: Various

Estimate of Incoming Revenue (fees, grants, etc.):

Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Sidewalk Assessment Ordinance
Ordinance Attachment

Form Review

Inbox	Reviewed By	Date
Harper	Anita Harper	02/12/2026 09:06 AM
P. Riley	Maggie Partin	02/12/2026 02:57 PM
P. Riley	Michele Beko	02/13/2026 08:37 AM
Form Started By: Dawn Walther		Started On: 02/11/2026 11:37 AM
Final Approval Date: 02/13/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS FOR THE CONSTRUCTION OF SIDEWALKS IN VARIOUS LOCATIONS WITHIN THE CITY OF LORAIN AND DECLARING AN EMERGENCY.

WHEREAS, Resolution No. 027-21 was adopted declaring it necessary to construct sidewalks accordance with Ohio Revised Code § 729; and

WHEREAS, the sidewalk construction project has been completed in accordance with Ohio Revised Code § 729, and Chapter 903, Section 903.06 of the Codified Ordinance of the City of Lorain; and

WHEREAS, the actual cost of the sidewalk project has been ascertained in the manner provided in the Resolution of Necessity adopted in accordance with Ohio Revised Code § 729.

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

SECTION I. That the special assessment of the cost and expense of constructing sidewalks in various locations in the City total of \$61,333.98 as reported to this Council on the 3rd day of March, 2025 by the City Engineering Department in conjunction with the Auditor’s office and now on file in the office of the Clerk of this Council, be and the same is hereby adopted and confirmed and that there be and are hereby levied and assessed upon the parcels as shown in Exhibit A and all assessments are in proportion to the special benefits and are not in excess of any statutory limitation.

SECTION II. That this Council hereby finds and determines that the revised assessments as now on file in the office of the said Clerk are in the same proportion to the estimated assessments as originally filed as the actual cost of the above described improvement is to the estimated cost of the improvement as originally filed.

SECTION III. That the assessment against each lot or parcel of land shall be payable in full on or before May 29, 2026, to the Auditor of the City of Lorain, or at the option of the owner in ten (10) annual installments with an interest rate of 4.0%. All assessments and installments thereof remaining unpaid on May 29, 2026, shall be certified by the Clerk of this Council to the County Auditor as provided by law to be placed by him on the tax duplicate and collected as other taxes are collected.

SECTION IV. That the Clerk of this Council shall cause a notice of the passage of this ordinance to be published once in a newspaper of general circulation in this City and shall continue on file in her office said revised assessments.

SECTION V. That the Clerk of Council is hereby directed to deliver a certified copy of this Ordinance to the County Auditor within twenty (20) days after its passage.

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

SECTION VII. That this Ordinance is hereby declared to be an emergency, the nature of which is the need to have this Ordinance immediately effective so that the assessments may be certified by the Clerk of this Council to the County Auditor in a timely fashion to be placed by him on the tax duplicate for collection, 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 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 allowed by law.

PASSED: _____, 2026 _____
PRESIDENT OF COUNCIL

ATTEST: _____, CLERK OF COUNCIL

APPROVED: _____, 2026 _____
MAYOR

Address of Sidewalk assessment	PPN	Owner	Mailing Address	Assessment Amount
No Address (On Missouri Avenue)	00300055116009	Pietro Difilippo	8981 Hickory Lane North Royalton, Ohio 44133	\$ 5,460.49
2484 East 37th Street	00300080105014	ARC Investment Solutions LLC	PO Box 423 Amherst, Ohio 44001	\$ 825.37
5324 Edgewood Drive	00202005106002	Fides Group BG LLC	2032 West 105th Street Lorain, Ohio 44053	\$ 1,147.50
2811 Fulton Road	00300097102001	Subhi & Mukmrm Allan	2811 Fulton Road Lorain, Ohio 44055	\$ 4,505.59
1919 Gettysburg Drive	00202004105015	Clarence & Carol Gray	1919 Gettysburg Drive Lorain, Ohio 44053	\$ 707.85
5421 Gettysburg Drive	00202004103051	Lora Hall	5421 Gettysburg Drive Lorain, Ohio 44053	\$ 1,202.97
1504 Lexington Avenue	00201003138012	1504 Lexington Avenue LLC	9975 Wadsworth Parkway Westminster, Colorado 80021	\$ 2,437.99
2854 Lincoln Street	00300047123009	Sotirios Karaplis	6391 Balsam Drive Amherst, Ohio 44001	\$ 1,478.03
406 Missouri Avenue	00300049109022	Thor Property Holdings LLC	PO Box 914 Amherst, Ohio 44001	\$ 1,147.95
410 Missouri Avenue	00300049109023	Vail Real Estate LLC	121 North Leavitt Road Amherst, Ohio 44001	\$ 817.88
418 Missouri Avenue	00300049109025	Melissa Sue Figueroa	418 Missouri Avenue Lorain, Ohio 44052	\$ 1,973.14
5406 Nantucket Drive	00202004103039	Justin Laurenti	5406 Nantucket Drive Lorain, Ohio 44053	\$ 1,097.94
3434 Oakdale Avenue	00201003230011	Crucita & Viviano Pinto	3434 Oakdale Avenue Lorain, Ohio 44055	\$ 1,776.99
4601 Palm Avenue	00300077111001	Kazmiro Soto	4601 Palm Avenue Lorain, Ohio 44055	\$ 1,808.10
903, 905, 907 7th Court	00201005115013	Premier Development Group Inc	4351 Brockley Avenue Sheffield Lake, Ohio 44054	\$ 3,998.14
908 7th Court	00201005113029	Premier Development Group Inc	4351 Brockley Avenue Sheffield Lake, Ohio 44054	\$ 4,175.55
921 7th Court	00201005115010	Harold Torres	921 7th Court Lorain, Ohio 44052	\$ 2,915.51
925 7th Court	00201005115008	MCK Investments LLC	17122 Northbrook Trail Chagrin Falls, Ohio 44023	\$ 2,372.98
3275 Reid Avenue	00201003220011	Margaret Molnar	3275 Reid Avenue Lorain, Ohio 44055	\$ 2,272.10
1812 Tait Street	00202023107036	William & Melody Heidrich	1812 Tait Street Lorain, Ohio 44053	\$ 3,961.14
338 West 9th Street	00201004109013	Karen Frederick	1207 West 2nd Street Lorain, Ohio 44052	\$ 3,348.45
1226 West 11th Street	00202026118017	City Wide LLC	1818 Revere Place Lorain, Ohio 44053	\$ 1,368.00
1059 West 12th Street	00201006122002	Great Faith Ministries Intl Inc	Innomax Home Solutions 2647 Gateway Road Suites 105 -137 Carlsbad, California 92009	\$ 1,808.10
415 West 15th Street	00201003138004	Scott Wyer	258 Belmar Boulevard Avon Lake, Ohio 44012	\$ 4,363.11
No Address (On West 15th Street)	00201003138005	Scott Wyer	258 Belmar Boulevard Avon Lake, Ohio 44012	\$ 4,363.11

TOTAL \$ 61,333.98



CITY OF LORAIN

City Council Regular Meeting

7. j.

Meeting Date: 02/16/2026

Submitted by: Dawn Walther

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$600,000, FOR THE PURPOSE OF PAYING THE COSTS OF MUNICIPAL PARKS AND RECREATION FACILITIES AS FURTHER DESCRIBED HEREIN, TOGETHER WITH ANY NECESSARY APPURTENANCES THERETO, AND TO PAY THE COST OF ISSUANCE FOR SAID BONDS; AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

The purpose is to finance the construction of skate park.

RECOMMENDATION TO COUNCIL:

Lorain City Council to consider for passage.

Fiscal Impact

<u>Funds Available In Current Year Budget (Y/N):</u>	Y
<u>Estimate of Total Expenditure:</u>	600,000
<u>List of Funding Source and/or Account Number:</u>	4010
<u>Estimate of Incoming Revenue (fees, grants, etc.):</u>	
<u>Financing Requirements (Bonds, Loans, Lease, etc.):</u>	

Attachments

Bond Ordinance

Form Review

Inbox	Reviewed By	Date
Harper	Anita Harper	02/12/2026 09:06 AM
P. Riley	Michele Beko	02/12/2026 02:48 PM
Form Started By: Dawn Walther		Started On: 02/11/2026 11:24 AM
Final Approval Date: 02/12/2026		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. ____-26

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS IN A MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$600,000, FOR THE PURPOSE OF PAYING THE COSTS OF MUNICIPAL PARKS AND RECREATION FACILITIES AS FURTHER DESCRIBED HEREIN, TOGETHER WITH ANY NECESSARY APPURTENANCES THERETO, AND TO PAY THE COST OF ISSUANCE FOR SAID BONDS; AND DECLARING AN EMERGENCY.

WHEREAS, the City Auditor has certified to this Council that the estimated life or period of usefulness of the Improvements defined in Section 14 at least five (5) years and has further certified the maximum maturity of the Series 2026 Parks and Recreational Facilities Improvement Bonds is 20 years, based upon the weighted average of the amounts allocated to several classes of improvements set forth in the City Auditor's Certificate, which allocation is approved, ratified and confirmed.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Lorain, Lorain County, Ohio:

Section 1. Findings and Determinations. This Council finds and determines the following matters (capitalized terms that are not otherwise defined are defined in Section 14):

- (a) It is necessary for the City to issue the Series 2026 Parks and Recreational Facilities Improvement Bonds for the purpose of (1) paying the costs of parks and recreational facilities improvements (the "Improvements," as further defined in Section 14 hereof) and (2) paying Financing Costs (as defined in Section 8 hereof) of the Series 2026 Parks and Recreational Facilities Improvement Bonds.
- (b) The Series 2026 Parks and Recreational Facilities Improvement Bonds may be sold in a consolidated issue under Section 133.30(B) of the Ohio Revised Code (the "Revised Code").
- (c) The City Auditor has certified to this Council the maximum maturity of the Series 2026 Parks and Recreational Facilities Improvement Bonds.
- (d) All acts and conditions necessary to be performed by the City or to have been met for the issuance of the Series 2026 Parks and Recreational Facilities Improvement Bonds in order to make them legal, valid, and binding general obligations of the City, have been performed and met, or will have been performed and met at the time of delivery of the Series 2026 Parks and Recreational Facilities Improvement Bonds, as required by law.
- (e) No statutory or constitutional limitation of indebtedness or taxation will be exceeded by the issuance of the Series 2026 Parks and Recreational Facilities Improvement Bonds.

- (f) All formal actions of this Council relating to the enactment of this Ordinance were taken in an open meeting of this Council, and all deliberations of this Council and of any of its committees that resulted in those formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22, Revised Code.

Section 2. Terms of the Series 2026 Parks and Recreational Facilities Improvement Bonds. The Series 2026 Parks and Recreational Facilities Improvement Bonds will have the following terms:

- (a) **Amount.** The Series 2026 Parks and Recreational Facilities Improvement Bonds shall be issued in the maximum Original Principal Amount as determined by the City Auditor in the Certificate of Award, but in no event shall such Original Principal Amount exceed \$600,000. The principal amounts of the Series 2026 Parks and Recreational Facilities Improvement Bonds to be issued as Serial Series 2026 Parks and Recreational Facilities Improvement Bonds or as Term Series 2026 Parks and Recreational Facilities Improvement Bonds will be determined by the City Auditor in the Certificate of Award.
- (b) **Date.** The Series 2026 Parks and Recreational Facilities Improvement Bonds shall be dated the Closing Date, or such other date, not more than 31 days before the Closing Date, as determined by the City Auditor in the Certificate of Award.
- (c) **Maturity.** The Series 2026 Parks and Recreational Facilities Improvement Bonds will mature or be payable by Mandatory Sinking Fund Redemption in the amounts and on the Principal Payment Dates as determined by the City Auditor in the Certificate of Award.

The City Auditor may adjust the principal payment schedule within the limitations of Ohio Revised Code Section 133.21. This Council authorizes and directs the City Auditor to prepare separate maturity schedules for each of the issues of bonds sold as a consolidated issue and to include those separate maturity schedules in the Certificate of Award, demonstrating compliance of each of those bond issues with the separate periodic maturity or principal payment limitations in Section 133.21(A), Ohio Revised Code.

- (d) **Redemption Before Stated Maturity.** The Series 2026 Parks and Recreational Facilities Improvement Bonds will be subject to redemption before their stated maturity as described in this Section 2(d), unless otherwise determined by the City Auditor in the Certificate of Award.
 - (1) **Mandatory Sinking Fund Redemption.** If any of the Series 2026 Parks and Recreational Facilities Improvement Bonds are issued as Term Series 2026 Parks and Recreational Facilities Improvement Bonds, the Term Series 2026 Parks and Recreational Facilities Improvement Bonds will be subject to Mandatory Sinking Fund Redemption, in part, on the Mandatory Redemption Dates, at a redemption price of 100% of the principal amount

being redeemed, plus interest accrued to the redemption date. The principal amounts to be paid by Mandatory Sinking Fund Redemption will be those in the principal payment schedule as determined by the City Auditor in the Certificate of Award.

The City will have the option to deliver Term Series 2026 Parks and Recreational Facilities Improvement Bonds in any principal amount to the Registrar for cancellation. The City will be entitled to a credit against its obligation to pay Debt Service by Mandatory Sinking Fund Redemption on any future Mandatory Redemption Date for Term Series 2026 Parks and Recreational Facilities Improvement Bonds that (A) are delivered by the City to the Registrar, (B) have previously been redeemed other than by Mandatory Sinking Fund Redemption, or (C) have been purchased and canceled by the Registrar (i) as provided in the Registrar Agreement, or (ii) if the City Treasurer is the Registrar, by written request of the City Auditor to the Registrar, at a price not exceeding the price set by the City Auditor in that request.

- (2) ***Optional Redemption.*** If determined by the City Auditor in the Certificate of Award to be in the best interest of and financially advantageous to the City, the Series 2026 Parks and Recreational Facilities Improvement Bonds shall be subject to prior redemption on any date, by and at the sole option of the City, as provided in the Certificate of Award, either in whole or in part, in integral multiples of \$5,000, at the redemption prices specified in the Certificate of Award (expressed as percentages of the principal amount redeemed), plus accrued interest to the redemption date; provided that such redemption prices may not exceed 110%.

The City's option to redeem the Series 2026 Parks and Recreational Facilities Improvement Bonds shall be exercised by a notice from the City Auditor to the Registrar (i) as provided in the Registrar Agreement, or (ii) if the City Treasurer is the Registrar, the notice shall specify the redemption date and the principal amount of the Series 2026 Parks and Recreational Facilities Improvement Bonds to be redeemed, and be given at least 45 days before the redemption date or such shorter period as acceptable to the Registrar.

- (3) ***Terms of Redemption.*** The following are the procedures for partial redemption, for notice of redemption, and for payment of redeemed Series 2026 Parks and Recreational Facilities Improvement Bonds.

(A) ***Partial Redemption.*** If Series 2026 Parks and Recreational Facilities Improvement Bonds are to be redeemed in part by optional redemption, the maturities of Series 2026 Parks and Recreational Facilities Improvement Bonds to be redeemed and the amounts of each maturity to be redeemed shall be selected by the City. If fewer than all Series 2026 Parks and Recreational Facilities Improvement

Bonds of a maturity are to be redeemed, the Registrar shall select the Series 2026 Parks and Recreational Facilities Improvement Bonds of a maturity to be redeemed by lot in any manner it determines. The Registrar shall treat each portion of Series 2026 Parks and Recreational Facilities Improvement Bonds of a maturity in the lowest Authorized Denomination as a separate bond for purposes of that selection. If the Series 2026 Parks and Recreational Facilities Improvement Bonds to be redeemed are book-entry Series 2026 Parks and Recreational Facilities Improvement Bonds, the Registrar shall direct the Depository to select portions of Series 2026 Parks and Recreational Facilities Improvement Bonds or beneficial ownership interests of a maturity to be redeemed. If a portion of a Bond is redeemed, the Holder shall surrender that Bond for exchange of the unredeemed portion.

(B) ***Notice of Redemption.*** The Registrar shall give notice of redemption of Series 2026 Parks and Recreational Facilities Improvement Bonds to the Holders at least 30 days before the redemption date, by first-class mail. If the Registrar sends the notice, the failure of a Holder to receive the notice will not affect the validity of the redemption. The notice shall state all of the following:

- (i) the redemption date,
- (ii) the redemption price,
- (iii) the principal amount of Series 2026 Parks and Recreational Facilities Improvement Bonds to be redeemed,
- (iv) if fewer than all the outstanding Series 2026 Parks and Recreational Facilities Improvement Bonds are to be redeemed, the identifying information of the Series 2026 Parks and Recreational Facilities Improvement Bonds to be redeemed,
- (v) the places where the amounts due on redemption are payable, and
- (vi) that the redemption price of each Bond redeemed will be due and payable on the redemption date, and interest on that Bond will cease to accrue on and after the redemption date.

(C) ***Payment of Redeemed Series 2026 Parks and Recreational Facilities Improvement Bonds.*** The City shall pay the redemption price of the Series 2026 Parks and Recreational Facilities Improvement Bonds called for redemption to the Registrar on or before the redemption date. The Registrar shall deposit that

redemption price, at the direction of the City, in an account held by the Registrar or in a separate escrow fund established by the City with an escrow agent. The Series 2026 Parks and Recreational Facilities Improvement Bonds called for redemption will become due and payable on the redemption date at the redemption price, if the notice provided for in (B) above has been given. The Registrar shall pay the redemption price on the redemption date to the Holders upon presentation and surrender of those Series 2026 Parks and Recreational Facilities Improvement Bonds at the places specified in the notice. On and after the redemption date, the Series 2026 Parks and Recreational Facilities Improvement Bonds called for redemption that are due and payable will no longer bear interest and will no longer be outstanding under the Bond Proceedings, if the money for the redemption price for those Series 2026 Parks and Recreational Facilities Improvement Bonds is held by the Registrar—or an escrow agent holding an escrow fund—on the redemption date and is available for that payment. If the money for the redemption price is not available on the redemption date, the Series 2026 Parks and Recreational Facilities Improvement Bonds called for redemption will continue to bear interest until paid at the same rate as if they had not been called for redemption.

- (e) **Interest Rates.** The Series 2026 Parks and Recreational Facilities Improvement Bonds will bear interest at the rate or rates determined in the Certificate of Award, which rate or rates shall be in the best interest of the City. The true interest cost on the Series 2026 Parks and Recreational Facilities Improvement Bonds, calculated as the rate, compounded semi-annually, necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Series 2026 Parks and Recreational Facilities Improvement Bonds, may not exceed 6% per annum. Interest will be calculated on a 360-day year of twelve 30-day months.

The Series 2026 Parks and Recreational Facilities Improvement Bonds will bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date. Interest on the Series 2026 Parks and Recreational Facilities Improvement Bonds will be payable on the Interest Payment Dates until the principal amount has been paid or provided for. The City Auditor shall designate the first Interest Payment Date in the Certificate of Award, which shall be either June 1 or December 1 following the date of the Series 2026 Parks and Recreational Facilities Improvement Bonds, as determined by the City Auditor.

- (f) **Form, Numbering, and Denominations.** The Series 2026 Parks and Recreational Facilities Improvement Bonds shall be issued in fully registered form. They shall be issued in Authorized Denominations and in such numbers as requested by the Original Purchaser and approved by the City Auditor. They shall be numbered as determined by the City Auditor in a manner to distinguish each Series 2026 Parks

and Recreational Facilities Improvement Bond from any other Series 2026 Parks and Recreational Facilities Improvement Bond. They shall express on their faces the purpose for which they are issued and that they are issued in accordance with this Ordinance. The Series 2026 Parks and Recreational Facilities Improvement Bonds will be designated “City of Lorain, Ohio General Obligation (Limited Tax) Parks and Recreational Facilities Improvement Bonds, Series 2026,” unless otherwise designated in the Certificate of Award.

Section 3. Payment. The Debt Service on the Series 2026 Parks and Recreational Facilities Improvement Bonds will be payable in lawful money of the United States of America without deduction for the services of the Registrar as paying agent. Principal and any premium on the Series 2026 Parks and Recreational Facilities Improvement Bonds will be payable when due upon presentation and surrender of the Series 2026 Parks and Recreational Facilities Improvement Bonds at the office of the Registrar. Interest on the Series 2026 Parks and Recreational Facilities Improvement Bonds will be paid on each Interest Payment Date by check or draft mailed on the Interest Payment Date to the Holder as shown on the Register at the close of business on the 15th day of the month preceding the Interest Payment Date. Notwithstanding the foregoing, so long as the Series 2026 Parks and Recreational Facilities Improvement Bonds are issued in book-entry form in a book-entry system, Debt Service on the Series 2026 Parks and Recreational Facilities Improvement Bonds will be payable as provided in any agreement entered into by the City in connection with the book-entry system. Payment of Debt Service on any Bond will be made only to or upon the order of the Holder. All such payments will be valid and effectual to satisfy and discharge the City’s liability upon that Series 2026 Parks and Recreational Facilities Improvement Bond to the extent of the amount or amounts so paid.

Section 4. Signing and Authentication of Series 2026 Parks and Recreational Facilities Improvement Bonds.

- (a) **Signing.** The Series 2026 Parks and Recreational Facilities Improvement Bonds will be signed on behalf of the City by the Mayor and the City Auditor. In the absence of the Mayor, the Series 2026 Parks and Recreational Facilities Improvement Bonds shall be signed by the President of Council and, in the absence of the City Auditor, the Series 2026 Parks and Recreational Facilities Improvement Bonds shall be signed by the Chief Deputy Auditor. Both signatures on the Series 2026 Parks and Recreational Facilities Improvement Bonds may be facsimiles.
- (b) **Authentication.** No Series 2026 Parks and Recreational Facilities Improvement Bond will be valid or obligatory for any purpose or will be entitled to any security or benefit under the Bond Proceedings unless and until the certificate of authentication printed on the bond certificate is signed by the Registrar as authenticating agent. Authentication by the Registrar will be conclusive evidence that the Series 2026 Parks and Recreational Facilities Improvement Bond so authenticated has been duly issued, signed, and delivered under, and is entitled to the security and benefit of, the Bond Proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Registrar or by any other person acting as an agent of the Registrar and approved by the City Auditor on behalf of the City. The same person need not sign the certificate of

authentication on all of the Series 2026 Parks and Recreational Facilities Improvement Bonds.

Section 5. Registration; Transfer and Exchange; Book-Entry System.

- (a) **Registration.** So long as any of the Series 2026 Parks and Recreational Facilities Improvement Bonds remain outstanding, the City Auditor shall cause the Registrar to maintain the Register. The person in whose name a Bond is registered on the Register will be regarded as the absolute Holder of that Bond for all purposes of the Bond Proceedings. Payment of the Debt Service on any Bond will be made only to or upon the order of that person. Neither the City nor the Registrar will be affected by any notice to the contrary, but the registration may be changed as provided in this Section and in any Registrar Agreement.

- (b) **Transfer and Exchange.** Any Series 2026 Parks and Recreational Facilities Improvement Bond may be transferred or exchanged for Series 2026 Parks and Recreational Facilities Improvement Bonds of any Authorized Denomination upon presentation and surrender at the office of the Registrar, together with a request for exchange signed by the Holder or by a person legally empowered to do so in a form satisfactory to the Registrar. A Series 2026 Parks and Recreational Facilities Improvement Bond may be transferred only on the Register upon presentation and surrender of the Series 2026 Parks and Recreational Facilities Improvement Bond at the office of the Registrar together with an assignment signed by the Holder or by a person legally empowered to do so in a form satisfactory to the Registrar. Upon exchange or transfer the Registrar will complete, authenticate, and deliver a new Series 2026 Parks and Recreational Facilities Improvement Bond or Series 2026 Parks and Recreational Facilities Improvement Bonds of any Authorized Denomination requested by the Holder equal to the unmatured principal amount of the Series 2026 Parks and Recreational Facilities Improvement Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the City are required, the Registrar will undertake the exchange or transfer of Series 2026 Parks and Recreational Facilities Improvement Bonds only after the new Series 2026 Parks and Recreational Facilities Improvement Bonds are signed by the authorized officers of the City. In all cases of Series 2026 Parks and Recreational Facilities Improvement Bonds exchanged or transferred, the City will sign and the Registrar will authenticate and deliver Series 2026 Parks and Recreational Facilities Improvement Bonds in accordance with the provisions of the Bond Proceedings. The exchange or transfer will be without charge to the Holder, except that the City and the Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The City or the Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Series 2026 Parks and Recreational Facilities Improvement Bonds issued and authenticated upon any exchange or transfer will be valid obligations of the City, evidencing the same debt, and entitled to the same security and benefit under the Bond Proceedings as the Series 2026

Parks and Recreational Facilities Improvement Bonds surrendered upon that exchange or transfer. Neither the City nor the Registrar will be required to make any exchange or transfer of (1) Series 2026 Parks and Recreational Facilities Improvement Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Series 2026 Parks and Recreational Facilities Improvement Bonds to be redeemed and the date of that mailing, or (2) any Bond selected for redemption, in whole or in part.

- (c) **Book-Entry System.** Unless otherwise determined in the Certificate of Award, the Series 2026 Parks and Recreational Facilities Improvement Bonds shall be originally issued in book-entry form to a Depository, initially The Depository Trust Company, for use in a book-entry system upon the terms provided in the Registrar Agreement. Under the book-entry system, the Series 2026 Parks and Recreational Facilities Improvement Bonds will be registered in the name of a Depository or its nominee, the bond certificates in fully-registered form will be deposited with and retained in the custody of the Depository or its agent, and the ownership of interests in the Series 2026 Parks and Recreational Facilities Improvement Bonds may be transferred only through a book entry on the records of the Depository.

Subject to the provisions of this Ordinance relating to the City's Continuing Disclosure Agreement, the City and the Registrar shall recognize and treat the Depository as the Holder of the Series 2026 Parks and Recreational Facilities Improvement Bonds for all purposes, including payment of Debt Service, redemption and other notices, and enforcement of remedies.

If any Depository determines not to continue to act as a Depository for the Series 2026 Parks and Recreational Facilities Improvement Bonds for use in a book-entry system or if the City determines to discontinue the book-entry system, the City Auditor may attempt to establish a securities depository/book-entry relationship with another qualified Depository. If the City Auditor does not do so, the City Auditor shall direct the Registrar to make provision for notification of the book-entry interest owners by the Depository and to make any other arrangements necessary for the withdrawal of the Series 2026 Parks and Recreational Facilities Improvement Bonds from the book-entry system.

If the Series 2026 Parks and Recreational Facilities Improvement Bonds are originally sold in a private placement and not in book-entry form, the City, if requested by a Holder of the Series 2026 Parks and Recreational Facilities Improvement Bonds, will complete the necessary procedures to qualify the Series 2026 Parks and Recreational Facilities Improvement Bonds as book-entry bonds.

Section 6. Sale of the Series 2026 Parks and Recreational Facilities Improvement Bonds.

- (a) **Private Sale.** This Council authorizes and directs the City Auditor to sell the Series 2026 Parks and Recreational Facilities Improvement Bonds in a private sale at a purchase price determined by the City Auditor in the Certificate of Award. That

purchase price shall not be less than 97% of the aggregate Original Principal Amount of the Series 2026 Parks and Recreational Facilities Improvement Bonds, plus any accrued interest on the Series 2026 Parks and Recreational Facilities Improvement Bonds from their date to the Closing Date. The City Auditor may either sell the Series 2026 Parks and Recreational Facilities Improvement Bonds to an investment banker, acting as underwriter, or to a financial institution or other entity or person, in a private placement. The City Auditor may enter into a Purchase Agreement with the Original Purchaser in that private sale, or may sell the Series 2026 Parks and Recreational Facilities Improvement Bonds without a Purchase Agreement. The Series 2026 Parks and Recreational Facilities Improvement Bonds shall be sold with and upon such other terms as are required or authorized by this Ordinance to be specified in the Certificate of Award, in accordance with law, the provisions of this Ordinance, and any Purchase Agreement.

- (b) **Certificate of Award.** The City Auditor shall state in the Certificate of Award the original principal amount of the Series 2026 Parks and Recreational Facilities Improvement Bonds; the principal amounts to be issued as Serial Series 2026 Parks and Recreational Facilities Improvement Bonds and Term Series 2026 Parks and Recreational Facilities Improvement Bonds; the interest rates on the Series 2026 Parks and Recreational Facilities Improvement Bonds; the purchase price for the Series 2026 Parks and Recreational Facilities Improvement Bonds; the first Interest Payment Date; the maturity date(s), principal payment schedule, redemption provisions, and the designation of the Series 2026 Parks and Recreational Facilities Improvement Bonds; and any other terms authorized by this Ordinance.
- (c) **Delivery.** The City Auditor shall sign and deliver the Certificate of Award and shall cause the Series 2026 Parks and Recreational Facilities Improvement Bonds to be prepared, signed, and delivered, together with a true transcript of proceedings of the issuance of the Series 2026 Parks and Recreational Facilities Improvement Bonds, to the Original Purchaser upon payment of the purchase price. This Council authorizes and directs the City Auditor to provide to the Clerk of Council, for inclusion in the transcript, a statement of the indebtedness of the City and the other information required by Section 133.33, Revised Code.
- (d) **Consolidated Issue.** The City Auditor is authorized, if she determines it to be in the best interest of the City, to combine the Series 2026 Parks and Recreational Facilities Improvement Bonds with one or more other contemporaneous issues of bonds payable from taxes within the ten-mill limitation into a consolidated bond issue, pursuant to 133.30(B) of the Revised Code. To the extent applicable, provisions of this Ordinance relating to the Series 2026 Parks and Recreational Facilities Improvement Bonds shall apply to that consolidated issue. Such consolidated issue shall be designated “City of Lorain, Ohio Various Purpose General Obligation (Limited Tax) Refunding and Improvement Bonds, Series 2026,” or shall have such other designation as provided in the Certificate of Award.

Section 7. Disclosure.

- (a) **Primary Offering Disclosure—Official Statement.** If determined necessary by the City Auditor, this Council authorizes and directs the Mayor and the City Auditor, or either of them (1) to prepare or cause to be prepared, and to make or authorize modifications, completions, or changes of or supplements to, a disclosure document in the form of an official statement, (2) to determine, and certify or otherwise represent, when the official statement is to be “deemed final” (except for permitted omissions) or is a final official statement for purposes of the SEC Rule, (3) to use and distribute, or authorize the use and distribution of, that official statement and any supplements in connection with the original issuance of the Series 2026 Parks and Recreational Facilities Improvement Bonds, and (4) to complete and sign the final official statement together with certificates, statements, or other documents in connection with the finality, accuracy, and completeness of that official statement.
- (b) **Secondary Market Disclosure—Continuing Disclosure Agreement.** If the City prepares and distributes an official statement in accordance with Section 7(a), for the benefit of the Holders of the Series 2026 Parks and Recreational Facilities Improvement Bonds and the beneficial owners of book-entry interests in the Series 2026 Parks and Recreational Facilities Improvement Bonds, the City agrees, as the only obligated person with respect to the Series 2026 Parks and Recreational Facilities Improvement Bonds under the SEC Rule, to provide financial information and operating data, financial statements, and notices, in the manner required for purposes of paragraph (b)(5)(i) of the SEC Rule.
- (1) **Information Filing.** The City further agrees, in particular, to provide:
- (A) to the MSRB through its EMMA System, in an electronic format as prescribed by the MSRB and containing such identifying information as prescribed by the MSRB, (1) Annual Information for each City fiscal year, not later than the June 30 following the end of the fiscal year, and (2) when and if available, audited City financial statements for each of those fiscal years; and
 - (B) to the MSRB through its EMMA System, in an electronic format as prescribed by the MSRB and containing such identifying information as prescribed by the MSRB, in a timely manner, notice of (1) any Specified Event (to be provided within ten (10) business days), (2) the City’s failure to provide the Annual Information within the time specified above, and (3) any change in the accounting principles applied in the preparation of its annual financial statements, any change in its fiscal year, its failure to appropriate funds to meet costs to be incurred to perform the Continuing Disclosure Agreement, and the termination of the Continuing Disclosure Agreement.
- (2) **Continuing Disclosure Agreement.** To further describe and specify certain terms of the Continuing Disclosure Agreement, this Council authorizes and

directs the City Auditor to (A) complete, sign, and deliver the Continuing Disclosure Agreement, in the name and on behalf of the City, and (B) to specify in reasonable detail the Annual Information to be provided (which may be provided by specific reference to other documents previously filed and available in accordance with the SEC Rule), whether the City has obtained any credit enhancement for the Series 2026 Parks and Recreational Facilities Improvement Bonds, and the City's expectations as to whether audited financial statements will be prepared, the accounting principles to be applied in their preparation, and whether they will be available together with, or separately from, the Annual Information.

- (3) ***Disclosure Procedures.*** This Council further authorizes and directs the City Auditor to establish procedures to ensure compliance by the City with the Continuing Disclosure Agreement, including timely provision of information and notices as described above. Before making any filing in accordance with (b)(2) above or providing notice of the occurrence of any other events, the City Auditor may consult with and obtain legal advice from bond counsel or other qualified independent special counsel selected by the City. The City Auditor, acting in the name and on behalf of the City, may rely upon that legal advice in determining whether a filing should be made.
- (4) ***Amendments.*** The City reserves the right to amend the Continuing Disclosure Agreement, and to obtain the waiver of noncompliance with any provision of the Continuing Disclosure Agreement, as may be necessary or appropriate to achieve its compliance with any applicable federal securities law or rule, to cure any ambiguity, inconsistency, or formal defect or omission, and to address any change in circumstances arising from a change in legal requirements, change in law, or change in the identity, nature, or status of the City, or type of business conducted by the City. Any amendment or waiver will not be effective unless the Continuing Disclosure Agreement (as amended or taking into account that waiver) would have complied with the requirements of the SEC Rule at the time of the primary offering of the Series 2026 Parks and Recreational Facilities Improvement Bonds, after taking into account any applicable amendments to or official interpretations of the SEC Rule, as well as any change in circumstances, and until the City has received either (A) a written opinion of bond counsel or other qualified independent special counsel selected by the City that the amendment or waiver would not materially impair the interests of Holders or beneficial owners of book-entry interests in the Series 2026 Parks and Recreational Facilities Improvement Bonds, or (B) the written consent to the amendment or waiver by the Holders of at least a majority of the principal amount of the Series 2026 Parks and Recreational Facilities Improvement Bonds then outstanding. Annual Information containing any revised operating data or financial information shall explain, in narrative form, the reasons for any amendment or waiver and the impact of the change on the type of operating data or financial information being provided.

- (5) **Enforcement.** The Continuing Disclosure Agreement will be solely for the benefit of the Holders of, and beneficial owners of book-entry interests in, the Series 2026 Parks and Recreational Facilities Improvement Bonds. The exclusive remedy for any breach of the Continuing Disclosure Agreement by the City will be limited, to the extent permitted by law, to a right of Holders and beneficial owners to institute and maintain legal proceedings to obtain the specific performance by the City of its obligations under the Continuing Disclosure Agreement. Any individual Holder or beneficial owner may institute and maintain those proceedings to require the City to provide a filing if the filing is due and has not been made. Any proceedings to require the City to perform any other obligation under the Continuing Disclosure Agreement (including any proceedings that contest the sufficiency of any filing) may be instituted and maintained only (A) by a trustee appointed by the Holders and beneficial owners of not less than 25% in principal amount of the Series 2026 Parks and Recreational Facilities Improvement Bonds then outstanding, or (B) by Holders and beneficial owners of not less than 10% in principal amount of the Series 2026 Parks and Recreational Facilities Improvement Bonds then outstanding, in accordance with Section 133.25(B)(4)(b) or (C)(1), Revised Code, as applicable, or any comparable successor provisions.
- (6) **Appropriation.** The performance by the City of the Continuing Disclosure Agreement will be subject to the annual appropriation of any funds that may be necessary to perform it.
- (7) **Term.** The Continuing Disclosure Agreement will remain in effect only for the period that the Series 2026 Parks and Recreational Facilities Improvement Bonds are outstanding in accordance with their terms and the City is an obligated person with respect to the Series 2026 Parks and Recreational Facilities Improvement Bonds within the meaning of the SEC Rule. The obligation of the City to provide the Annual Information, audited financial statements, and notices of the events described above will terminate if and when the City is no longer an obligated person with respect to the Series 2026 Parks and Recreational Facilities Improvement Bonds.

Section 8. Financing Costs. The City retains the professional services and authorizes the payment of the financing costs for the Series 2026 Parks and Recreational Facilities Improvement Bonds (the “Financing Costs”), as provided in this Section 8.

- (a) **Bond Counsel.** The City retains the legal services of Tucker Ellis LLP, as bond counsel for the Series 2026 Parks and Recreational Facilities Improvement Bonds. The legal services will be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the issuance and sale of the Series 2026 Parks and Recreational Facilities Improvement Bonds and rendering legal opinions upon the delivery of the Series 2026 Parks and Recreational Facilities Improvement Bonds. Bond Counsel will render those services to the City in an attorney-client relationship. Bond Counsel will be paid just and reasonable

compensation for those legal services, and will be reimbursed for actual out-of-pocket expenses it incurs in rendering those legal services, in accordance with Section 8(f) below.

- (b) **Original Purchaser.** This Council authorizes and directs the City Auditor to select the Original Purchaser, either as an underwriter or as a purchaser in a private placement. The Original Purchaser shall be identified in the Certificate of Award. The Original Purchaser shall be paid for services in accordance with any Purchase Agreement or, if there is no Purchase Agreement, in accordance with its proposal.
- (c) **Registrar.** This Council authorizes and directs the City Auditor to appoint a Registrar for the Series 2026 Parks and Recreational Facilities Improvement Bonds. The Registrar shall be (1) the City Treasurer, or (2) a financial institution able to complete transfer and exchange functions for the Series 2026 Parks and Recreational Facilities Improvement Bonds in accordance with standards and conditions applicable to registered corporate securities. The City retains the services of the Registrar for the Series 2026 Parks and Recreational Facilities Improvement Bonds. The Registrar will perform the services as bond registrar, authenticating agent, paying agent, and transfer agent for the Series 2026 Parks and Recreational Facilities Improvement Bonds as provided in this Ordinance. If the Registrar is a financial institution, it will be paid for those services in accordance with any Registrar Agreement.
- (d) **Ratings and Insurance.** If, in the judgment of the City Auditor, the filing of an application for (1) a rating on the Series 2026 Parks and Recreational Facilities Improvement Bonds by one or more nationally recognized statistical rating organizations, or (2) a policy of insurance, from one or more bond insurance providers, to better assure the payment of Debt Service on the Series 2026 Parks and Recreational Facilities Improvement Bonds, is in the best interest of and financially advantageous to the City, this Council authorizes and directs the City Auditor to prepare and submit those applications and to provide to those rating agencies or insurance providers the information required for the purpose. This Council further authorizes the fees for those ratings and the premiums for the insurance to be included in Financing Costs authorized under Section 8(e) below.
- (e) **Limits on Authority of Service Providers.** In rendering the services described above, as independent contractors, those service providers shall not exercise any administrative discretion on behalf of the City in the formulation of public policy; expenditure of public funds; enforcement of laws, rules and regulations of the State, the City, or any other political subdivision; or the execution of public trusts.
- (f) **Payment of Financing Costs.** This Council authorizes and approves the expenditure of the amounts necessary to pay those Financing Costs specifically authorized above and all other necessary Financing Costs in connection with the issuance and sale of the Series 2026 Parks and Recreational Facilities Improvement Bonds. Those Financing Costs may be paid by the Original Purchaser in accordance with any Purchase Agreement. To the extent they are not paid by the

Original Purchaser, this Council authorizes and directs the City Auditor to provide for the payment of those Financing Costs from the proceeds of the Series 2026 Parks and Recreational Facilities Improvement Bonds to the extent available and, otherwise, from any other funds lawfully available and appropriated for the purpose.

Section 9. Use of Proceeds. The proceeds from the sale of the Series 2026 Parks and Recreational Facilities Improvement Bonds shall be deposited and used as provided in this Section 9.

- (a) Any accrued interest or premium received on the sale of the Series 2026 Parks and Recreational Facilities Improvement Bonds shall be deposited in the Bond Retirement Fund of the City and used for the payment of interest on the Series 2026 Parks and Recreational Facilities Improvement Bonds on the first Interest Payment Date.
- (b) An amount necessary to pay any Financing Costs of the Series 2026 Parks and Recreational Facilities Improvement Bonds, to the extent not paid by the Original Purchaser in accordance with the Purchase Agreement and to the extent that the City Auditor determines to pay those Financing Costs from the proceeds of the Series 2026 Parks and Recreational Facilities Improvement Bonds, shall be deposited in a separate fund and used for the payment of those Financing Costs.
- (c) The remainder of the proceeds shall be paid into the proper fund or funds of the City and used to pay costs of the Parks and Recreational Facilities Improvements.

Section 10. Security and Source of Payment. The Series 2026 Parks and Recreational Facilities Improvement Bonds will be general obligations of the City.

- (a) This Council pledges to the payment of Debt Service on the Series 2026 Parks and Recreational Facilities Improvement Bonds the full faith and credit of the City including, without limitation:
 - (1) The general taxing power of the City, including the power to levy taxes within the ten-mill limitation, as defined in Section 5705.02, Revised Code.
 - (2) The proceeds to be received from the sale of any bonds issued to refund the Series 2026 Parks and Recreational Facilities Improvement Bonds.
 - (3) Any money remaining from the sale of the Series 2026 Parks and Recreational Facilities Improvement Bonds after the payment of the Financing Costs of the Series 2026 Parks and Recreational Facilities Improvement Bonds and not used to pay costs of the Parks and Recreational Facilities Improvements.
- (b) During the years while the Series 2026 Parks and Recreational Facilities Improvement Bonds are outstanding, there will be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually, in an amount

sufficient to pay Debt Service on the Series 2026 Parks and Recreational Facilities Improvement Bonds when due. The tax will not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax will be and is ordered to be computed, certified, levied, and extended upon the tax list and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are computed, certified, levied, extended, and collected. The tax will be placed before and in preference to all other items and for its full amount. The money derived from that tax levy shall be placed in the Bond Retirement Fund of the City and is irrevocably pledged for the payment of the Debt Service on the Series 2026 Parks and Recreational Facilities Improvement Bonds, when and as that Debt Service falls due.

- (c) The tax provided in (b) above will be reduced in each year the Series 2026 Parks and Recreational Facilities Improvement Bonds are outstanding by the sum of the following items, if available to pay Debt Service on the Series 2026 Parks and Recreational Facilities Improvement Bonds and appropriated for that purpose:
 - (1) Any surplus in the Bond Retirement Fund.
 - (2) Any other money lawfully available to the City for Debt Service.

Section 11. Federal Tax Matters. The City covenants that it will take those actions required to maintain the Federal Tax Status of the Series 2026 Parks and Recreational Facilities Improvement Bonds and that it will not take or permit to be taken any actions that would adversely affect that Federal Tax Status. Without limiting these covenants, the City specifically covenants as follows:

- (a) **Private Activity Bonds.** The City will apply the proceeds received from the sale of the Series 2026 Parks and Recreational Facilities Improvement Bonds to the uses described in Section 9. The City will not permit the use of the Parks and Recreational Facilities Improvements by any person, will not secure or derive the money for payment of Debt Service on the Series 2026 Parks and Recreational Facilities Improvement Bonds by any property or payments, and will not loan the proceeds of the Series 2026 Parks and Recreational Facilities Improvement Bonds to any person, all in a manner as to cause the Series 2026 Parks and Recreational Facilities Improvement Bonds to be “private activity bonds” within the meaning of Code Section 141(a).
- (b) **Arbitrage.** The City will restrict the use of proceeds of the Series 2026 Parks and Recreational Facilities Improvement Bonds in the manner and to the extent as may be necessary, after taking into account reasonable expectations on the Closing Date of the Series 2026 Parks and Recreational Facilities Improvement Bonds, so that the Series 2026 Parks and Recreational Facilities Improvement Bonds will not constitute “arbitrage bonds” within the meaning of Code Section 148. The City Auditor or any other official having responsibility for issuing the Series 2026 Parks and Recreational Facilities Improvement Bonds, is authorized and directed, alone or in conjunction with any other official, employee, or consultant of the City, to sign

and deliver a certificate of the City, for inclusion in the transcript of proceedings for the Series 2026 Parks and Recreational Facilities Improvement Bonds. That certificate shall set forth the reasonable expectations of the City on the Closing Date, regarding the amount and use of the proceeds of the Series 2026 Parks and Recreational Facilities Improvement Bonds in accordance with Code Section 148. If required, the City will limit the yield on any “investment property” (as defined in Code Section 148(b)(2)) acquired with the proceeds of the Series 2026 Parks and Recreational Facilities Improvement Bonds.

- (c) **Arbitrage Rebate.** Unless the gross proceeds of the Series 2026 Parks and Recreational Facilities Improvement Bonds are expended in accordance with one of the spending period exceptions set forth in Treas. Reg. §1.148-7, the City will pay the amounts required by Code Section 148(f)(2) to the United States at the times required by Code Section 148(f)(3). The City will maintain the books and records and make calculations and reports as are required to comply with the Code’s arbitrage rebate requirements.
- (d) **Federal Guarantee.** The City will not permit the use of the Parks and Recreational Facilities Improvements, or make loans of the proceeds of the Series 2026 Parks and Recreational Facilities Improvement Bonds, or invest the proceeds of the Series 2026 Parks and Recreational Facilities Improvement Bonds in a manner as to cause the Series 2026 Parks and Recreational Facilities Improvement Bonds to be “federally guaranteed” within the meaning of Code Section 149(b).
- (e) **Information Reporting.** This Council authorizes and directs the City Auditor or any other official of the City having responsibility for issuing the Series 2026 Parks and Recreational Facilities Improvement Bonds to sign and file Form 8038-G for the Series 2026 Parks and Recreational Facilities Improvement Bonds with the Internal Revenue Service.
- (f) **Bank-Qualified Obligations.** The City Auditor is hereby authorized to, if appropriate, designate the Series 2026 Parks and Recreational Facilities Improvement Bonds as “qualified tax-exempt obligations” under Code Section 265(b)(3) in the Certificate of Award.

Section 12. Signing and Delivery of Series 2026 Parks and Recreational Facilities Improvement Bonds and Documents. This Council authorizes and directs the Mayor and the City Auditor, or the persons designated to sign in their absence, to sign and deliver the Series 2026 Parks and Recreational Facilities Improvement Bonds in accordance with Section 4 of this Ordinance. This Council authorizes and directs the Mayor and the City Auditor, or either of them, to sign and approve a preliminary official statement, a final official statement, and supplements and amendments to both in accordance with Section 7 of this Ordinance.

- (a) This Council authorizes and directs the City Auditor to sign and deliver, on behalf of the City:
 - (1) The Certificate of Award.

- (2) Any Purchase Agreement.
- (3) Any Registrar Agreement.
- (4) The Continuing Disclosure Agreement.
- (5) Any agreements or letters of representation in connection with a book-entry system for the Series 2026 Parks and Recreational Facilities Improvement Bonds.
- (6) If determined in best interest of the City by the City Auditor as set forth in the Certificate of Award, applications for and agreements in connection with obtaining a policy of municipal bond insurance for the Series 2026 Parks and Recreational Facilities Improvement Bonds.
- (7) If determined in best interest of the City by the City Auditor as set forth in the Certificate of Award, applications for and agreements in connection with obtaining one or more ratings for the Series 2026 Parks and Recreational Facilities Improvement Bonds.

In the absence of the City Auditor, this Council authorizes and directs the Chief Deputy Auditor to sign and deliver any of those documents and certificates.

- (b) This Council authorizes and directs the City Auditor, or in his absence the Chief Deputy Auditor, to sign and deliver, on behalf of the City, in his capacity as fiscal officer of the City:
 - (1) Any certificates in accordance with Section 5705.41, Revised Code, required for any of the agreements in connection with the Series 2026 Parks and Recreational Facilities Improvement Bonds.
 - (2) The statements of indebtedness provided for in Section 133.33(B), Revised Code.
- (c) This Council authorizes and directs the Mayor, the Law Director, the City Auditor, the City Treasurer, the President of Council, the Council Clerk, and any other City officials:
 - (1) to sign and deliver any agreements, certificates, instruments, and other documents that the official considers necessary or appropriate in connection with the issuance and sale of the Series 2026 Parks and Recreational Facilities Improvement Bonds, and that are not inconsistent with this Ordinance; and
 - (2) to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance.

Section 13. Certification to County Auditor. This Council directs the City Auditor or the Clerk of this Council to forward a certified copy of this Ordinance and a copy of the Certificate of Award to the Auditor of Lorain County.

Section 14. Definitions. Words and terms are used in this Ordinance with the following meanings:

“Annual Information” means the annual financial information and operating data of the type to be specified in the Continuing Disclosure Agreement in accordance with the SEC Rule.

“Authorized Denominations” means the denomination of \$5,000 or any whole multiple of \$5,000.

“Bond Proceedings” means, collectively, this Ordinance, the Certificate of Award, any Purchase Agreement, the Continuing Disclosure Agreement, any Registrar Agreement, and the other proceedings of the City, including the Series 2026 Parks and Recreational Facilities Improvement Bonds, that provide collectively for, among other things, the rights of Holders and beneficial owners of the Series 2026 Parks and Recreational Facilities Improvement Bonds.

“Certificate of Award” means the certificate authorized by Section 6 of this Ordinance, setting forth the terms and other provisions of the Series 2026 Parks and Recreational Facilities Improvement Bonds required or authorized by this Ordinance.

“Closing Date” means the date of delivery of and payment for the Series 2026 Parks and Recreational Facilities Improvement Bonds.

“Code” means the Internal Revenue Code of 1986, as amended. References to the Code and sections of the Code include applicable regulations (whether temporary or final) under the Code, and any amendments of, or successor provisions to, those sections or regulations.

“Continuing Disclosure Agreement” means the continuing disclosure agreement made by the City for the benefit of Holders and beneficial owners of the Series 2026 Parks and Recreational Facilities Improvement Bonds in accordance with the SEC Rule. It consists of the covenants in Section 7(b) of this Ordinance and the Continuing Disclosure Agreement.

“Continuing Disclosure Agreement” means the certificate authorized by Section 7(b).

“Debt Service” means all amounts due as principal, interest, and any premium on an issue of securities.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining a book-entry system to record ownership of book-entry interests in securities or the principal of and interest on securities, and to effect transfers of securities in book-entry form.

“EMMA System” means the MSRB’s Electronic Municipal Market Access system.

“Federal Tax Status” means the status of the interest on any Series 2026 Bonds issued as tax-exempt obligations as excludable from gross income for federal income tax purposes and not treated as an item of tax preference for purposes of the alternative minimum tax.

“Financing Costs” means any financing costs authorized to be paid by Section 133.01(K), Revised Code.

“Holder” means, as to any Series 2026 Parks and Recreational Facilities Improvement Bond, the person in whose name the Series 2026 Parks and Recreational Facilities Improvement Bond is registered on the Register.

“Improvements” means municipal parks and recreation facilities improved by constructing, reconstructing, rehabilitating, installing, renovating, enlarging, redeveloping and otherwise improving parks and recreation centers and areas, playfields, skateparks, fields and related buildings, structures, walkways, pavement, plazas, landscaping and facilities, and providing necessary water systems, drainage, lighting, signage, fixtures, furnishings, equipment, safety modifications and site improvements, together with all necessary and incidental appurtenances and the acquisition of any required real estate and interests in real estate and the demolition of any existing buildings, structures, walkways and facilities.

“Interest Payment Dates” means June 1 and December 1 of each year, beginning on the first Interest Payment Date designated by the City Auditor in the Certificate of Award.

“Mandatory Redemption Dates” means December 1 in each of the years designated in the Certificate of Award as Mandatory Redemption Dates.

“Mandatory Sinking Fund Redemption” means redemption in accordance with the mandatory redemption requirements, if any, for the Series 2026 Parks and Recreational Facilities Improvement Bonds as determined in the Certificate of Award and as described in Section 2(d).

“MSRB” means the Municipal Securities Rulemaking Board.

“Original Principal Amount” means the face amount of the Series 2026 Parks and Recreational Facilities Improvement Bonds.

“Original Purchaser” means the entity selected by the City Auditor under Section 8(b) as the purchaser of the Series 2026 Parks and Recreational Facilities Improvement Bonds.

“Principal Payment Dates” means December 1 of the years set forth in the Certificate of Award.

“Purchase Agreement” means any Bond Purchase Agreement between the City and the Original Purchaser, entered into in accordance with Section 6 of this Ordinance.

“Register” means all books and records necessary for the registration, exchange, and transfer of the Series 2026 Parks and Recreational Facilities Improvement Bonds.

“Registrar” means the entity or person selected by the City Auditor in accordance with Section 8(c) to serve as registrar for the Series 2026 Parks and Recreational Facilities Improvement Bonds.

“Registrar Agreement” means any bond registrar agreement between the City and the Registrar.

“SEC Rule” means SEC Rule 15c2-12.

“Serial Series 2026 Parks and Recreational Facilities Improvement Bonds” means Series 2026 Parks and Recreational Facilities Improvement Bonds designated as Serial Series 2026 Parks and Recreational Facilities Improvement Bonds in the Certificate of Award and maturing on the dates set forth in the Certificate of Award, and not subject to Mandatory Sinking Fund Redemption.

“Series 2026 Parks and Recreational Facilities Improvement Bonds” means the City of Lorain, Ohio General Obligation (Limited Tax) Parks and Recreational Facilities Improvement Bonds, Series 2026, as authorized by this Ordinance.

“Specified Events” means any of the events specified in SEC Rule Section (b)(5)(C), as in effect and applicable to the Series 2026 Parks and Recreational Facilities Improvement Bonds at the time of the primary offering of the Series 2026 Parks and Recreational Facilities Improvement Bonds.

“Term Series 2026 Parks and Recreational Facilities Improvement Bonds” means the Series 2026 Parks and Recreational Facilities Improvement Bonds designated as Term Series 2026 Parks and Recreational Facilities Improvement Bonds in the Certificate of Award and maturing on the dates set forth in the Certificate of Award, and subject to Mandatory Sinking Fund Redemption.

Section 15. Emergency and Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City, and for the further reason that the Series 2026 Parks and Recreational Facilities Improvement Bonds shall be sold promptly in order to provide for enhanced recreational opportunities within the City; and provided it receives the affirmative vote of at least two-thirds of its members elected to Council, this Ordinance shall take effect and be in force immediately upon its passage by the Council and approval by the Mayor; otherwise it shall take effect and be in force after the earliest period allowed by law.

Passed: _____, 2026

President of Council

Attest: _____
Clerk of Council

Approved: February __, 2026

Mayor



CITY OF LORAIN

City Council Regular Meeting

8. a.

Meeting Date: 02/16/2026

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

A Resolution authorizing the Safety/Service Director, of the City of Lorain, Ohio to waive the requirement for the installation of city sidewalk at 4725 Meister Rd. in the City of Lorain, Ohio.

PURPOSE AND BACKGROUND

The City of Lorain has a sidewalk requirement per Codified Ordinance 903.03, which mandates the installation of sidewalks when a hard surface driveway is installed on the project site. The City of Lorain Safety/Service Director recommends that the sidewalk requirement be waived for this area for the reason that sidewalks are not currently installed in this area. This waiver will not prohibit the future installation of an assessed sidewalk project.

RECOMMENDATION TO COUNCIL:

Consideration for passage.

Attachments

Resolution

Form Review

Inbox

Carrion

Mayor Bradley

P. Riley

Form Started By: Elva Martes

Final Approval Date: 02/10/2026

Reviewed By

Rey Carrion

Jack Bradley

Michele Beko

Date

01/27/2026 01:45 PM

01/27/2026 01:51 PM

01/28/2026 10:20 AM

Started On: 01/22/2026 09:29 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Torres		
Dimacchia			Gonzalez		
Fallis			Arroyo		
Drwal			Bearer		
Kempton			Thornsberry		
Carter			Arredondo		

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE SAFETY/SERVICE DIRECTOR, OF THE CITY OF LORAIN, OHIO TO WAIVE THE REQUIREMENT FOR THE INSTALLATION OF CITY SIDEWALK AT 4725 MEISTER ROAD IN THE CITY OF LORAIN, OH.

WHEREAS, the City of Lorain currently has a sidewalk requirement per Codified Ordinance 903.03 which mandates the installation of sidewalks when a hard surface driveway is installed at a project site; and,

WHEREAS, the City of Lorain Safety/Service Director recommends that the sidewalk requirement be waived for this area for the reason that sidewalks are not currently installed in this area; and,

WHEREAS, if the City of Lorain deems it necessary to connect a sidewalk network to this area, it will be done through the assessment process.

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

SECTION I The Safety/Service Director is authorized to waive the sidewalk requirement as defined by Chapter 903.03 for the property to be built at 4725 Meister Road, Lorain, Ohio. This waiver will not prohibit the future installation of an assessed sidewalk project.

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

SECTION III That this Resolution 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