



LORAIN CITY COUNCIL

Regular Meeting Agenda

Monday, October 20, 2025 @ 6:00 p.m.

1. **OPENING OF COUNCIL:** Prayer and the Pledge of Allegiance.
2. **ROLL CALL:**
3. **DISPOSITION OF MINUTES:**
 - a. October 6, 2025 Regular Meeting Minutes
4. **CORRESPONDENCE AND/OR COMMUNICATIONS FROM THE MAYOR: None.**
5. **CORRESPONDENCE FROM DIRECTORS, BOARDS, COMMISSIONS, ETC.: None.**
6. **CORRESPONDENCE FROM OTHER GOVERNMENTAL AGENCIES:**
 - a. Correspondence received from the Ohio Division of Liquor Control advising of a New, D5 permit application for 180 Place LLC at 1804 E. 28th Street, Lorain, 44055. (6th Ward)
 - b. Correspondence received from the Ohio Division of Liquor Control advising of a New, D5, D6 permit application for 180 Place LLC at 1806 E. 28th Street, Lorain, 44055. (6th Ward)
7. **CORRESPONDENCE FROM THE GENERAL PUBLIC:**
 - a. Correspondence received from Victor Halitzka regarding the proposed ordinance; sleeping in public places.
8. **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.
9. **COMMITTEE REPORTS:**
 - a. Finance and Claims Committee.
10. **LEGISLATION - FIRST READING:**
 - a. ____ Reso. accepting the amounts & rates as determined by the Budget Comm. & auth the necessary tax levies & certifying them to the County Auditor.
 - b. ____ Ord. auth the S/S Director to enter into contract for the purchase of ten 2026 Ford Interceptors & one 2026 F-150 with all emergency equipment installed.
 - c. ____ Ord. auth the S/S Director to enter into an agreement with ODNR to accept the donation of a patrol vessel & accompanying apparatus.
 - d. ____ Ord. auth the S/S Director to enter into a 5-yr lease agmt with Comdoc Inc., for the replacement & upgrade of the City's printing & multi-function systems.
 - e. ____ Ord. auth the S/S Director to enter into a 5-year agmt with Comdoc, Inc. for the maint. & servicing of the City's printing & multi-function systems.
 - f. ____ Ord. auth the S/S Director to give consent to the Director of Trans. to perform annual mowing for SR 2 corridor including ramps & rest areas.
 - g. ____ Ord. auth the S/S Director to waive Utilities & Engineering Depts. fees associated with the Port's Black River Amphitheater Project.
 - h. ____ Ord. ratifying a grant app. to the NOACA for the "TLCI Sunset Pier Park Trailhead" & auth the S/S Director to apply for & receive, if awarded grant funding.

- i. ____ Ord. repealing Ords. 117-15 & Chapter 1545 of the Codified Ords. "Land Reutilization" and est. a new Chapter 1545.
- j. ____ Ord. amending Ord. 111-25, auth the S/S Director to enter into a WPCLF WRRSP Sponsorship Agreement.
- k. ____ Appropriation.

11. **LEGISLATION - SECOND READING:**

- a. ____ Reso. in support of renewal Issues 21 & 22 for Lorain City Schools.
- b. ____ Reso. recognizing October as Polish Heritage Month in the City of Lorain.
- c. ____ Reso. honoring, celebrating and declaring the month of October as Breast Cancer Awareness Month in the City of Lorain.
- d. ____ Ord. auth the S/S Director to enter into contract with MMO for the renewal of the City of Lorain Health Benefits Plan and Stop-Loss Coverage.
- e. ____ Ord. approving the Police Chief, through the mayor, to accept the award from the Ohio Dept. of Pub Safety - Ohio Traffic Safety Office.
- f. ____ Ord. auth the Police Chief, on behalf of the S/S Director, to accept the grant award from the Ohio Dept of Pub. Safety - Ohio Traffic Safety Office.
- g. ____ Ord. auth the Police Chief, through the mayor, to accept the award from the Ohio Dept. of Pub. Safety - Ohio Traffic Safety Office.
- h. ____ Ord. auth the S/S Director to enter into an agreement for Law Enforcement Liaison Services with Mark Fetheroff.
- i. ____ Ord. auth & directing the S/S Director to enter into a contract with 5K Commercial Roofing to replace part of El Centro's Wellness Center roof.
- j. ____ Ord. appropriating a license for the purpose of an ingress & egress for Rotar Industries LLC., property located at 2630 Colorado Ave.
- k. ____ Ord. amending Ord. 016-25, auth the S/S Director to modify agreement No. 25-015 with Ruhlin Co. for the 611 Colorado Ave. Traffic Signal Improvement Project.
- l. ____ Ord. auth the S/S Director to advertise & enter into a contract for a 1-year period with 2 optional 1-year extensions for street patching.
- m. ____ Ord. auth the S/S Director to enter into various contracts for the purchase of chemicals for use in the Utilities Dept, Water & WPC Divisions.
- n. ____ Ord. assessing the cost of abating nuisance by removing litter & deposit of garbage, rubbish, junk, etc.
- o. ____ Ord. auth the Auditor to pay an invoice submitted by LPD that invokes the Then and Now Certification Process.
- p. ____ Appropriation.

12. **LEGISLATION - THIRD READING:**

- a. ____ Ord. auth & directing the S/S Director to enter contract with Superlative Group, Inc. to solicit & negotiate naming rights for Campana Park & facilities within the park.
- b. ____ Ord. amending Ch. 509 of the Lorain Codified Ordinances by creating Section 509.19- "Parent or Guardian Responsibility for Minors".
- c. ____ Ord. amending various sections of Lorain Codified Ordinance Chapter 549- Weapons and Explosives.

13. **COMMITTEE CALLS:**

- Oct. 27th- 5:30pm- Public Hearing to discuss the Silver Hills Preliminary Development Plan. The Building & Lands Committee will meet following the Public Hearing to further discuss the Silver Hills Preliminary Development Plan.
- Nov. 3rd- 5:30pm- Public Hearing to discuss Planning Commission's recommendation regarding Manufactured Homes.

14. **MISCELLANEOUS CONCERNS FROM COUNCIL:**

15. **EXECUTIVE SESSION**

16. **ADJOURNMENT.**

**AN EXECUTIVE SESSION, BY PROPER MOTION, WILL BE HELD IN ACCORDANCE
WITH ORC SECTION 121.22: G (3) TO CONFERENCE WITH THE PUBLIC BODY'S
ATTORNEY REGARDING DISPUTES THAT ARE THE SUBJECT OF PENDING
AND/OR IMMINENT COURT ACTION**

City Council Regular Meeting

3. a.

Meeting Date: 10/20/2025

Submitted by: Breanna Dull, Clerk of Council

PURPOSE AND BACKGROUND

October 6, 2025 Regular Meeting Minutes

Administration only

October 6, 2025 Regular Meeting Minutes

Attachments

Minutes

Form Review

Form Started By: Breanna Dull
Final Approval Date: 10/16/2025

Started On: 10/16/2025 12:45 PM

Chaplain Sylvia DuVall led council in the prayer and President Arredondo led the Pledge of Allegiance and then called the regular meeting to order at 6:02p.m.

ROLL CALL:

PRESENT- 7 Messrs. Dimacchia, Springowski, Henley, Kempton, Nutt, Arroyo, Spellacy.

ABSENT - 4 Messrs. DuVall, Carter, Moon, Thornsberry.

Moved by Mrs. Springowski, supported by Ms. Kempton, to excuse the absent members. The motion carried unanimously.

REMARKS: PRESIDENT ARREDONDO: FYI to the public and to the rest of those in the chamber, we will not be able to conduct business by suspending rules. We need nine people to suspend the rules, therefore we will have to move them on to the second or third reading, whichever is there. We have had some illnesses, we also have Mr. Thornsberry is on extended leave, I believe for a couple months, a medical procedure, and whoever makes the next motion when we come, what we did in the past, you can make a motion to suspend... well it is probably in this case, when we come to legislation 10a all the way through 10p you can make a blanket motion to move it to a second reading and you do that with also legislation second reading, you can do that with those there.

DISPOSITION OF MINUTES:

a.) September 2, 2025 Regular Meeting Minutes

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to dispense with the reading of the minutes and accept them as written. The motion carried unanimously.

b.) September 15, 2025 Regular Meeting Minutes

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to dispense with the reading of the minutes and accept them as written. The motion carried unanimously.

CORRESPONDENCE AND/OR COMMUNICATIONS FROM THE MAYOR:

a.) Mayor Bradley's request for Council to approve the appointment of Amanda Wille to the Sewer and Water Advisory Board effective immediately through October 5, 2029.

Moved by Mrs. Springowski, supported by Mr. Dimacchia, to concur with the appointment. The motion carried unanimously.

REMARKS: MAYOR BRADLEY: Amanda Wille is here.

PRESIDENT ARREDONDO: Oh okay, why don't you introduce her mayor.

MAYOR BRADLEY: Amanda Wille is here. I had a chance to look at her credentials. She works for Cuyahoga County, she has a masters degree. She has a lot of experience with grants and things like that. I think she will be a good member for the Sewer and Water Advisory Board. No one can replace the former member who had a lot of knowledge, Mr. McGannon, I don't know if we could ever find somebody like that, but she certainly, I think, will be a very good member and hopefully will speak her mind and be an independent member on that board. Thank you, Amanda, for agreeing to serve.

PRESIDENT ARREDONDO: Welcome again and thank you. Once again, all of these board appointments are volunteers, thank you for being willing to take this position.

MAYOR BRADLEY: I had several things I wanted to share with all of council this evening. First of all, we had an opportunity to meet with Governor Dewine's Director of Public Safety and staff member from his office, we also had our Chief of Police and our Captain Thompson were also there, Rey Carrion and myself, I am not sure if Rick was there or not? No you weren't there Rick. But in any event, it was a good meeting, we did have some good discussions and actually made some contacts while we were meeting regarding helping us with grants and helping us to help our police with not only resources but also equipment in the future. I think this is going to be a good partnership, I was glad that they reached out to us and I think so far they have been helping us with public safety in the City of Lorain, having a

source like the State of Ohio, the Governor's Office is really a good thing for us. We also had a meeting with Catholic Charities regarding ongoing problems with the St. Elizabeth Center, we actually discussed hiring off duty, two off duty, police officers to be over there and to help with the policing of the St. Elizabeth Center and to address some of the issues that have been brought up. Chief Failing has indicated to Rey Carrion, our Safety/Service Director, that he certainly would support having officers over there but there would have to be two officers, we wouldn't want to have one officer there at a time. St. Elizabeth Center, the Catholic Charities, also told us that they didn't feel that they had very solid rules over there and they understand that because they don't have very solid rules over there, problems happen. I was glad to hear that they are going to try to improve the rules that they have for people so that if you don't follow the rules, you don't get in, and then our police will be able to enforce some of the issues that have been happening around that center. I am certainly cognizant of what residents in that area have been complaining about. Lastly, well not the last thing, but I attended the annual meeting of the national... I mean the Northeast Ohio Areawide Coordinating Agency, NOACA, and we were lucky because of the panelists there, Tiffany McClelland was one of the panelists who actually presented at that meeting and it was nice to see her talking about Lorain, our Port, and some of the efforts that they are doing regarding economic development in our community. She was very well received and I think that she made a very, very good presentation. We also had someone there from the Great Lakes and Saint Lawrence Cities Initiative, who also presented, and I was glad to see that Tiffany was able to network with that person and we can hopefully expect some things... some cooperation between that organization and our Port, especially as it relates to the issue of dredging of the Black River. They reached out to help Tiffany on that issue. The other thing I wanted to mention is that Lorain was also recognized at the annual meeting in there collaborative innovation booklet that they passed out. They mentioned that Lorain had received federal funding for the East Erie/6th Street improvements project of \$1.5M, they mentioned that the City of Lorain received \$277,139 for the Oakwood Connector/South Lorain library trail; that was through NOACA. Also, \$870,807 for the asphalt replacement with concrete on Longbrook and Yorktown Roads, which were long overdue projects that we needed. They also indicated that they had provided street supplies for paint to touch up the bike lanes on East Erie and also East 31st Street, and they actually had a picture in the bulletin of the crews working on that particular project. Lorain was noticed and represented well at that NOACA annual meeting.

CORRESPONDENCE FROM DIRECTORS, BOARDS AND COMMISSIONS, ETC.:

- a.) Correspondence received from Law Director Riley, the report and recommendation from Special Master Todd Marti from the Ohio Court of Claims Case #2025-00524PQ, Aaron C. Knapp v. Lorain City Council. Moved by Mr. Dimacchia, supported by Mrs. Springowski, to receive and file. Motion carried unanimously.
- b.) Treasurer Soto's 2025 3rd quarter Income Tax Receipts, covering the time period between July 1, 2025 and September 30, 2025. Moved by Mrs. Springowski, supported by Mr. Dimacchia, to receive and file. Motion carried unanimously.

REMARKS: COUNCILMEMBER SPRINGOWSKI: I would like to thank Treasurer Soto and her department for all of the diligent work, but especially about their, once again, their level of customer service. I do get comments from some of our residents that appreciate the extra steps that they will take to sit down and explain things and to work with the residents of the City of Lorain. My thanks to them. They should be the benchmark for customer service throughout all of our departments.

- c.) Planning Commissions approval and recommendation to council for approval of a proposed ordinance amending ordinance 106-25 and 4-21, Lorain Zoning Code regarding Manufactured Homes or Trailers. Moved by Mr. Dimacchia, supported by Mrs. Springowski, to receive and file. Motion carried unanimously.

CORRESPONDENCE FROM OTHER GOVERNMENTAL AGENCIES: None.

CORRESPONDENCE FROM THE GENERAL PUBLIC:

- a.) Correspondence received from Betsy Ingram regarding the proposed ordinance, sleeping in public places. Moved by Mrs. Springowski, supported by Mr. Dimacchia, to receive and file. Motion carried unanimously.
- b.) Correspondence received from Anne Yug regarding the proposed ordinance, sleeping in public places. Moved by Mr. Dimacchia, supported by Mrs. Springowski, to receive and file. Motion carried unanimously.
- c.) Correspondence received from Suzannah Beil regarding the proposed ordinance, sleeping in public places. Moved by Mrs. Springowski, supported by Mr. Dimacchia, to receive and file. Motion carried unanimously.
- d.) Correspondence received from Mary Lowman regarding the proposed ordinance, sleeping in public places. Moved by Mr. Dimacchia, supported by Mrs. Springowski, to receive and file. Motion carried unanimously.
- e.) Correspondence received from West Lorain Power regarding Pipeline Awareness and Emergency Response Information. Moved by Mrs. Springowski, supported by Mr. Dimacchia, to receive and file. Motion carried unanimously.

PUBLIC COMMENTS: Clerk Dull announced that there are three members of the public signed up to speak this evening.

LEE ANN THEOBALD, 2441 Lincoln Dr.: I am requesting City Council, if they could possibly intervene. I have a neighbor, I know someone mentioned a civil issue, but Larry Swanger has been out to the residence several times, the dog has... always jumps the fence, I know of at least four or five times since I have been documenting it. I witnessed it attack the other dog by the neck and apparently nobody can do anything. Except civilly, and this neighbor is costing us money already and I feel like we are just concerned for our safety of our dogs, ourselves and others, if we were to intervene in a dog fight, we could be seriously injured. This is a clear and present danger to our property and personal safety, Ohio Revised Code 955.22 all dogs must be confined to their property or under reasonable control at all times. It jumps the fence continuously. The chain link fence is in the middle and I have six foot wooden in front now, but we would have to replace her chain link fence in our backyard to stop it and it doesn't seem fair to us, because she just doesn't care, sort of, that is the type of person the new neighbor is. It goes on us again, the homeowner, because she can't control her dog and Larry Swanger, I am very surprised because he said maybe the other neighbor, Becky at Nebraska Avenue, 1015, he told her, well you guys should try to be friends, your dog should try to be friends with Jennifer's dog, and Jennifer won't even let her dog go out by itself anymore because she asked me, 'are you afraid the dog is going to jump the fence,' a while back and I said, 'yes.' And low and behold, it just jumped, I came and walked in, I heard all this barking and it was in her yard, so we are concerned and not happy with Larry Swanger. You don't make friends with dogs like that when you witness an attack like that on their own dogs. I was able to water hose the dogs apart, but it is a public safety issue, I feel. Like I said, she just doesn't care, the neighbor with the dogs, she has three dogs and... *(The end of these comments were not captured by the recording.)*

PATRICK HORN, 1015 Highland Park Blvd.: *(The beginning of these comments were not captured by the recording.)* ...years ago and I am just concerned where that Y is, that traffic going from Walmart in that area, I don't know if they are going to put a traffic light there, are they going to put stop signs there, I am just curious to what the city and ODOT _____ other with that project.

AARON KNAPP, 4220 Talbot Ln.: I am just trying to figure out what a BRIT a PERC, and a diversity certificate are that you guys are supposed to have by the end of your terms, but none of you have them. I feel like if maybe you had them, Councilman Arroyo would know not to antagonize someone with PTSD. Maybe

you guys should go take those before your terms end, or change the rules that you want to enforce upon us and read before every single meeting. Maybe you should follow those same rules. That is what that records case was about, that is all I wanted was it in writing so you ___ to me twice and you registered it with the state and with the council, so thank you, have a good night.

COMMITTEE REPORTS:

- a.) The Parks and Recreation Committee met on Monday, September 22nd to hear a 2025 Parks Summer Programming Recap, no action was taken as this was for informational purposes only. The committee also discussed a proposed ordinance authorizing and directing the Safety/Service Director to enter contracts with the Superlative Group Inc., to solicit and negotiate naming rights for Campana Park and facilities within the park. Superlative Group provided a presentation to the committee, and the committee referred the ordinance back to council for consideration this evening. Moved by Mrs. Henley, supported by Mrs. Springowski, to concur with the committee report. Motion carried unanimously.
- b.) The Police, Fire and Legislative & All of Council Committee met on September 29th to discuss proposed ordinances regarding the Lorain Codified Ordinance to create Ch. 509.19- Parent or Guardian Responsibility for Minors and amending Ch. 549- Weapons and Explosives. The committee recommended referring both items to Council for consideration and they are items 11 b & c on this evening's agenda. Moved by Mr. Dimacchia, supported by Mrs. Springowski, to concur with the committee report. Motion carried unanimously.

LEGISLATION – FIRST READING:

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| | Moved by Mrs. Springowski, supported by Mr. Dimacchia, to refer all items 10a through 10p to a second reading. |
| AYES- | 7 Messrs. Dimacchia, Springowski, Henley, Kempton, Nutt, Arroyo, Spellacy. |
| NAYS- | 0 None. The motion carried unanimously. |
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| Proposed Resolution | a.) A resolution in support of renewal Issues 21 & 22 for Lorain City Schools. |
| Proposed Resolution | b.) A resolution recognizing October as Polish Heritage Month in the City of Lorain. |
| Proposed Resolution | c.) A resolution honoring, celebrating and declaring the month of October as Breast Cancer Awareness Month in the City of Lorain, Ohio. |
| Proposed Ordinance | d.) An ordinance authorizing the Director of Public Safety/Service to enter into a contract with Medical Mutual of Ohio (MMO) for the renewal of the City of Lorain Health Benefits Plan which MMO administers and Stop-Loss Coverage and declaring an emergency. |
| Proposed Ordinance | e.) An ordinance approving the Chief of Police, through the Mayor of the City of Lorain, to accept the award from the Ohio Department of Public Safety - Ohio Traffic Safety Office and declaring an emergency. |
| Proposed Ordinance | f.) An ordinance authorizing the Chief of Police on behalf of the Safety/Service Director of the City of Lorain to accept the grant award from the Ohio Department of Public Safety - Ohio Traffic Safety Office, and declaring an emergency. |
| Proposed Ordinance | g.) An ordinance authorizing the Chief of Police, through the Mayor of the City of Lorain, to accept the award from the Ohio Department of Public Safety - Ohio Traffic Safety Office and declaring an emergency. |

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| Proposed Ordinance | h.) An ordinance authorizing the Safety/Service Director to enter into an agreement for Law Enforcement Liaison Services with Mark Fetheroff who is an independent contractor for the Ohio Traffic Safety Office - Department of Public Safety and declaring an emergency. |
| Proposed Ordinance | i.) An ordinance authorizing and directing the Safety/Service Director to enter into a contract with 5K Commercial Roofing to replace part of El Centro De Servicios Sociales, Inc's Wellness Center Roof and declaring an emergency. |
| Proposed Ordinance | j.) An ordinance appropriating a license for the purpose of an ingress and egress for Rotar Industries LLC, who has executed a purchase agreement for the property located at 2630 Colorado Avenue from Flipper Boat Storage LLC and authorizing the Safety/Service Director to take all necessary steps to effectuate same, and declaring it an emergency. |
| Proposed Ordinance | k.) An ordinance amending Ordinance No. 016-25 authorizing the Safety/Service Director to modify agreement No. 25-015 with Ruhlin Company for the 611 Colorado Avenue Traffic Signal Improvement Project and declaring an emergency. |
| Proposed Ordinance | l.) An ordinance authorizing the Safety/Service Director to advertise & enter into a contract for a one-year period with two optional one-year extensions for street patching within the City of Lorain, State of Ohio. |
| Proposed Ordinance | m.) An ordinance authorizing the Safety/Service Director to enter into various contracts for the purchase of chemicals for use in the Utilities Department, Water and Water Pollution Control Divisions of the City of Lorain, State of Ohio. |
| Proposed Ordinance | n.) An ordinance assessing the cost of abating nuisance by removing litter and deposit of garbage, rubbish, junk etc. during the current calendar year and declaring an emergency. |
| Proposed Ordinance | o.) An ordinance authorizing the Auditor of the City of Lorain, Ohio to pay invoice submitted by the Police Department that invokes the then and now certification exception process as per Ohio Revised Code Section 5705.41 and to pay for said invoices and declaring an emergency. |
| Proposed Ordinance | p.) An ordinance appropriating funds for current expenses and other expenditures of the City of Lorain, State of Ohio as passed by Ordinance #35-25 beginning January 1, 2025 and ending December 31, 2025 and declaring an emergency. |

LEGISLATION – SECOND READING:

- | | | |
|--------------------|---|--|
| Proposed Ordinance | <p>Moved by Mr. Dimacchia, supported by Mrs. Springowski, to refer item a to a third reading. Motion carried unanimously.</p> <p>a.) An ordinance authorizing and directing the Director of Safety/Service to enter into a contract with the Superlative Group, Inc. to solicit and negotiate naming rights for P.C. Campana Park and the different facilities within the park.</p> | |
| Proposed Ordinance | <p>b.) Introduced by Mr. Dimacchia, an ordinance amending Chapter 509 of the Lorain Codified Ordinances by creating Section 509.19 of the Lorain Codified Ordinances "Parent or Guardian Responsibility for Minors" and declaring an emergency.</p> <p>Moved by Mr. Dimacchia, supported by Mrs. Springowski, to amend Section 1.d., replacing public property with public place.</p> | |
| AYES- | 7 | Messrs. Dimacchia, Springowski, Henley, Kempton, Nutt, Arroyo, Spellacy. |
| NAYS- | 0 | None. The ordinance is amended. |
| | | Moved by Mr. Dimacchia, supported by Mrs. Springowski, to refer the matter to a third reading, as amended. |

AYES-	7	Messrs. Dimacchia, Springowski, Henley, Kempton, Nutt, Arroyo, Spellacy.
NAYS-	0	None. The ordinance is referred to a third reading.

Moved by Mr. Dimacchia, supported by Mrs. Springowski, to refer item c to a third reading. Motion carried unanimously.

Proposed Ordinance c.) An ordinance amending various sections of Chapter 549 of the Codified Ordinances of the City of Lorain, and declaring an emergency.

LEGISLATION – THIRD READING: None.

COMMITTEE CALLS:

- Oct. 13th – 5:30pm - The Finance Committee will meet for a quarterly budget update.
- Oct. 27th – 5:30pm – Public Hearing to discuss the Silver Hills Preliminary Development Plan. The Building & Lands Committee will meet following the Public Hearing to further discuss the Silver Hills Preliminary Development Plan.
- Nov. 3rd – 5:30pm – Public Hearing to discuss Planning Commission's recommendation regarding Manufactured Homes.

MISCELLANEOUS CONCERNS FROM COUNCIL:

COUNCILMEMBER SPRINGOWSKI: *(The beginning of these comments were not captured by the recording.)* ...and bedrooms, and sunrooms. When the person puts up a privacy fence so the people then proceed to move the security camera onto the roof of their house, at that point it is no longer a security camera, it is voyeurism, and I do believe there are some regulations in the city against voyeurism. We need to start addressing these issues because it is adversely affecting people's quality of life, when people don't feel safe in their own home, when they can't go to the bathroom because someone has a camera pointed in it. That is just wrong and they shouldn't have to go and put reflective film on their windows or any of that because somebody has decided that they are going to go out of their way to harass this person. This has been an ongoing thing, yes it is a contest between... this is a neighborhood spat and that, but now, I feel, and I don't know, so I am going to direct it to the Law Department, I feel that in some aspect they are breaking the law. When you put up a privacy fence, you should have the expectation of privacy, you shouldn't have to worry about your neighbors putting the cameras on the roof to point it into your house.

COUNCILMEMBER DIMACCHIA: To Mayor Bradley, thank you for the report on Catholic Charities. Real quick, I am assuming that if in the event that they do hire two off duty police officers, Catholic Charities will be paying 100% for those two officers?

MAYOR BRADLEY: That is correct.

COUNCILMEMBER DIMACCHIA: I do, based on the one comment that was made here, at the public hearing, I would hope that somebody could look into Ms. Theobald's issue and see what we can do to stop that from happening because I do agree, it is a matter of public safety and not a... legally I understand the civil issue, but again, from a public safety standpoint I think that we could at least look into it. If it was a stray dog in somebody's yard it would be a problem and we would handle it differently than what we are handling here and I just... I feel for her and the safety of, number one, her mother who is 91 years old, I couldn't imagine having that next door to me. Hopefully somebody will look into it.

LAW DIRECTOR RILEY: Duly noted.

MAYOR BRADLEY: I wanted to let council know and people in the audience know that the Law Department has been working on beefing up our dog ordinance for probably the last two months. We want to make sure we get it right, but they have been trying to beef it up so that... because we have had a lot of complaints

about dogs and people being harassed by dogs, dogs not being on leashes, and running and so forth. Officer Swanger needs some additional ammunition from council to beef up these ordinances so that we cannot have these loopholes that are currently in the current ordinance. I have sat down with the Law Department, reviewed ordinances, we have had some discussions, rewriting, they have sat down with the Police Department. They are working on it and it should be presented to council, I would say, in the next couple of meetings once we get past this public safety stuff.

COUNCILMEMBER ARROYO: I would like to, I guess, ask for an update on Homewood. I know they have been fixing some curbs on some of the surrounding streets, I am wondering if they were going to get those other ones risen back there in the same area. Also, I know we have had a lot of shootings in the area lately, I know the police have been out and about, I appreciate their services. I know it is not just them that has to take care of it, it is the citizens that also have to take care of it and I know there is a lot of things going, so that is why, I know I haven't said a lot of stuff on social media besides yes, there has been a shooting, I know there's some things going on. Also, I would like to thank Officer Rivera, some of the citizens reached out to me to thank him for taking care of a stray dog that was attacking another dog and he did what he had to do to protect the community, I appreciate Officer Rivera.

ADJOURNMENT

Moved by Mrs. Springowski, supported by Mrs. Henley, to adjourn the meeting. The motion carried unanimously, the meeting adjourned at 6:33pm.

COUNCIL

PRESIDENT OF

Brianne Dull

Clerk of Council

Accepted:



CITY OF LORAIN

City Council Regular Meeting

6. a.

Meeting Date: 10/20/2025

Submitted by: Breanna Dull, Clerk of Council

PURPOSE AND BACKGROUND

Correspondence received from the Ohio Division of Liquor Control advising of a New, D5 permit application for 180 Place LLC at 1804 E. 28th Street, Lorain, 44055. (6th Ward)

RECOMMENDATION TO COUNCIL:

Authorize the Clerk to notify the board that no complaints have been received.

(30 day extension request was granted, new response date: 10/25/25)

Attachments

Correspondence

Form Review

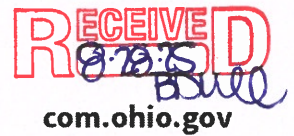
Form Started By: Breanna Dull
Final Approval Date: 10/07/2025

Started On: 08/28/2025 01:09 PM



Department of
Commerce

Division of Liquor Control



com.ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Sherry Maxfield, Director

NOTICE TO LEGISLATIVE AUTHORITY

TO

10004826-2 PERMIT NUMBER	NEW TYPE	180 Place LLC 1804 E. 28th Street Lorain, OH 44055 1804 E 28th Street Lorain OH 44055 Muni/Village/Twp: Lorain
ISSUE DATE		
6/25/2025 FILING DATE		
D-5 PERMIT CLASSES		
47088 TAX DISTRICT	OCT RECEIPT NO	

FROM 8/21/2025

PERMIT NUMBER	TYPE	
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT	RECEIPT NO	

MAILED

08/26/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN

IMPORTANT NOTICE

09/25/2025

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT
THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: OCT NEW 10004826-2
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING
BE HELD ☐ IN OUR COUNTY SEAT ☐ IN COLUMBUS

WE DO NOT REQUEST A HEARING ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner
☐ Clerk of City Council
☐ Township Fiscal Officer

(Date)

CLERK OF LORAIN CITY COUNCIL
200 W ERIE AVE
LORAIN OH 44052



Department of Commerce

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension. o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166

EMAIL: Liquordocs@com.ohio.gov

MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

To find out who has disclosed an ownership interest in the permit application to us you can:

- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 2.12.25)



CITY OF LORAIN

City Council Regular Meeting

6. b.

Meeting Date: 10/20/2025

Submitted by: Maggie Partin, Deputy Clerk

PURPOSE AND BACKGROUND

Correspondence received from the Ohio Division of Liquor Control advising of a New, D5, D6 permit application for 180 Place LLC at 1806 E. 28th Street, Lorain, 44055. (6th Ward)

RECOMMENDATION TO COUNCIL:

Authorize the Clerk to notify the Board that no complaints have been received.

(30 day extension request was granted, new response date: 11/6/25)

Attachments

Liq Control

Form Review

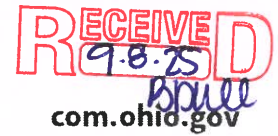
Form Started By: Maggie Partin
Final Approval Date: 10/07/2025

Started On: 09/11/2025 01:48 PM



Department of
Commerce

Division of Liquor Control



Mike DeWine, Governor Jim Tressel, Lt. Governor Sherry Maxfield, Director

NOTICE TO LEGISLATIVE AUTHORITY

TO

10004826-1 PERMIT NUMBER	NEW TYPE	180 Place LLC 1806 E. 28th Street Lorain, OH 44055 1806 E. 28th Street Lorain OH 44055 Muni/Village/Twp: Lorain
ISSUE DATE		
6/25/2025		
FILING DATE		
D-5 D-6		
PERMIT CLASSES		
47088 TAX DISTRICT	OCT	RECEIPT NO

FROM 8/29/2025

PERMIT NUMBER	TYPE	
ISSUE DATE		
FILING DATE		
PERMIT CLASSES		
TAX DISTRICT	RECEIPT NO	

MAILED

09/05/2025

RESPONSES MUST BE POSTMARKED NO LATER THAN

10/06/2025

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES: OCT NEW 10004826-1

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT ☐ IN COLUMBUS

WE DO NOT REQUEST A HEARING ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF LORAIN CITY COUNCIL
200 W ERIE AVE
LORAIN OH 44052



**Department of
Commerce**

Division of Liquor Control

com.ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Sherry Maxfield, Director

Dear Local Legislative Authority Official:

Please find enclosed the legislative notice that is being sent to you regarding the applied for liquor permit as captioned on the notice. You **must**, within 30 days from the "mailed" date listed on the notice under the bar code:

- Notify the Division whether you object and want a hearing; or
- Ask for your one-time only, 30-day extension. o Any requests for a one-time, 30-day extension will be reviewed by the Division upon timely receipt. If granted, your additional 30-days runs from the expiration of the original 30-day period.

To be considered **timely**, your above response **MUST** be faxed, emailed, or mailed to the Division no later than the postmark deadline date stated on the form. To speed up processing times and reduce paper, the Division respectfully asks that you either fax or email your response. Please send your response to:

FAX: (614) 644 – 3166
EMAIL: Liquordocs@com.ohio.gov
MAIL: Ohio Division of Liquor Control
Attn: Licensing Unit
6606 Tussing Road
PO Box 4005
Reynoldsburg, Ohio 43068-9005

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- Visit com.ohio.gov/liquorinfo. Select the "Search who has disclosed an ownership interest" tab. Where asked, enter the permit number listed on the legislative notice; or
- Contact your police department or county sheriff (if you are a township fiscal officer or county clerk). We also sent them detailed ownership information to review for any criminal background issues involving the disclosed persons.

We have resources for you at com.ohio.gov/govhelp. Never miss out on when renewal objections are due! Sign-up for our emails at com.ohio.gov/stayinformed.

Thank you in advance for your cooperation,

Division Licensing Section

(rev. 2.12.25)



CITY OF LORAIN

City Council Regular Meeting

7. a.

Meeting Date: 10/20/2025

Submitted by: Maggie Partin, Deputy Clerk

PURPOSE AND BACKGROUND

Correspondence received from Victor Halitzka regarding the proposed ordinance; sleeping in public places.

RECOMMENDATION TO COUNCIL:

Receive and file.

Attachments

Correspondence

Form Review

Form Started By: Maggie Partin
Final Approval Date: 10/16/2025

Started On: 10/16/2025 12:55 PM

317 W. 15th St.
Lorain, OH 44052
October 5, 2025

RECEIVED
10-8-25
Bull

Lorain City Council
200 W. Erie Ave.
Lorain, OH 44052

Dear City Council Members:

10/06/2025

I am writing to speak out against the ordinance being considered to make sleeping on public property a crime. This measure criminalizes the unhoused without giving an alternative. I am an active member of The Episcopal Church of the Redeemer, including our Wednesday and Thursday community meals. Some of our regular guests are unhoused. Over the last five years or so, I have walked alongside several people as they sought housing.

Obtaining housing is much easier said than done. I have helped a couple of people in submitting applications to apartments that have income-based rent. In several cases, apartment management called back 2-4 years later with availability. This does not help someone in immediate need. We have also housed people temporarily in motel rooms, but this is not something our meager budget often allows. In addition, we have housed several people through couch-crashing at different parishioners' homes. This is also a very short term solution.

In truth, the most we can often do is give an unhoused person the phone number for Coordinated Entry. Once more, this is rarely the solution. There are not enough beds at Lorain shelters to house all those in need, which means when you speak with someone at Coordinated Entry, the first thing they ask is if you have somewhere to sleep *that* night. If you are crashing on someone's couch that night and you answer honestly, you are told to call back when you do not have somewhere to sleep the same night as you call.

Even if you do not have somewhere to stay that night, you can still get turned down if no beds are available. In addition, Coordinated Entry will sometimes take your phone number and say they will call back if something opens up. On several occasions an unhoused guest did not have a phone and used my phone to make the call. If a call comes back after the meal has ended, I may have no way to get the message to the person looking for shelter.

I say all of this to underscore that there is often no available place indoors for an unhoused person to stay, unless they are to break into an abandoned house or building, which is of course against the law. I applaud the Council's decision to move forward with the long-term housing facility on 21st and Broadway. However, just as with the wait for an apartment with rent based income, this solution is years away.

I, and the congregation at Redeemer, encourage the Council to not penalize extreme poverty and to be compassionate to the most vulnerable in our city. Please consider ways in which more beds at shelters could be made available and mental health services could be offered. And to remember that an unhoused Lorainite is just as beloved as any other citizen of our city.

Thank you for your thoughtful consideration of this matter.

Sincerely,



Victor Halitzka - halitzka.victor@gmail.com - 440-204-9392



CITY OF LORAIN

City Council Regular Meeting

9. a.

Meeting Date: 10/20/2025

Submitted by: Maggie Partin, Deputy Clerk

PURPOSE AND BACKGROUND

The Finance and Claims Committee met on Monday, October 13, 2025 for quarterly budget discussions. No action was taken as this was for informational purposes only.

RECOMMENDATION TO COUNCIL:

Concur with the Committee Report.

Form Review

Form Started By: Maggie Partin
Final Approval Date: 10/16/2025

Started On: 10/16/2025 11:08 AM



CITY OF LORAIN

City Council Regular Meeting

10. a.

Meeting Date: 10/20/2025

Submitted by: Dawn Walther

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.

PURPOSE AND BACKGROUND:

To approve and accept the 2025 tax levies, rates, and amounts as certified by the Lorain County Budget Commission

RECOMMENDATION TO COUNCIL:

Lorain City Council to consider for passage.

Attachments

Resolution

Resolution Documentation

Form Review

Inbox

P. Riley

P. Riley

Form Started By: Dawn Walther

Final Approval Date: 10/16/2025

Reviewed By

Michele Beko

Michele Beko

Date

10/16/2025 10:10 AM

10/16/2025 10:59 AM

Started On: 10/14/2025 11:21 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

Resolution No. _____

**A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS
DETERMINED BY THE BUDGET COMMISSION AND
AUTHORIZING THE NECESSARY TAX LEVIES AND
CERTIFYING THEM TO THE COUNTY AUDITOR.**

WHEREAS, the Council of the City of Lorain in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2025; and

WHEREAS, the Budget Commission of Lorain County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation:

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

SECTION I. By the Council of the city of Lorain, Lorain County, Ohio, that the amounts and rates, as determined by the budget Commission in its certification, be and the same are hereby accepted.

SECTION II. That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

See Attachment

SECTION III. That the Clerk of Council is hereby directed to complete pages one, three and four of the attachment and deliver a certified copy of this Resolution to the Lorain County Auditor.

SECTION IV. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 Ohio Revised Code §121.22.

SECTION V. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: _____, 2025

President of Council

Attest: _____, Clerk

Mayor

LORAIN CITY

Revised Code, Secs. 5705.34, - 35.

The Council of the City of LORAIN Lorain
County, Ohio, met in _____ session on the _____ day of _____,
2025, at the office of the _____
with the following members present:

[illegible]

moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2026 ; and

WHEREAS, The Budget Commission of Lorain County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of _____

Lorain County, Ohio, that the amounts and rates, as determined by the Budget

Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

LORAIN CITY

SCHEDULE A				
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES				
FUND	Amount to Be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column II	Column IV	V	VI
General Fund	#17	30,955	3.100	1.700
	#42	3,258,605	3.360	
	#43	450,023	1.600	
	#44	194,347	2.800	
	#45	1,557	0.030	
	#68	7,480	2.600	
	Fireman's Fund	415,575	0.300	
Police Pension Fund	415,575	0.300		
Sinking Bond Fund	1,385,250	1.000		
Fire	1,493,288			
Totals			4.700	
			4.960	
			3.200	
			4.400	
			1.630	
			4.200	
TOTAL	1,493,288	6,159,367		1.700
SCHEDULE B				
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES				
FUND		Maximum Rate Authorized to Be Levied		
Fire authorized by voters on 05/04/21 for not to exceed 5 years Beginning 2021 Duplicate Expiring Last Collection 2026		1.700		
		1.700		

LORAIN CITY

and be it further

RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

_____seconded the Resolution and the roll being called upon
its adoption the vote resulted as follows:

[illegible]

LORAIN CITY

The State of Ohio, LORAIN County, ss.

I, _____, Clerk of the Council of the City of
LORAIN, within and for said County, and in whose
custody the Files and Records of said Council are required by the Laws of the State of
Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____ 2025

Clerk of Council

1. A copy of this Resolution must be certified to the County Auditor within the time prescribed by Sec. 5705.34 R.C., or at such later
date as may be approved by the Board of Tax Appeals.

No. _____

COUNCIL OF THE CITY OF

LORAIN

LORAIN County, Ohio

RESOLUTION

ACCEPTING THE AMOUNTS AND RATES AS
DETERMINED BY THE BUDGET COMMISSION
AND AUTHORIZING THE NECESSARY TAX
LEVIES AND CERTIFYING THEM TO THE
COUNTY AUDITOR.

(City Council)

Adopted _____ 2025

Clerk of Council

Filed _____ 2025

County Auditor

By _____
Deputy



CITY OF LORAIN

City Council Regular Meeting

10. b.

Meeting Date: 10/20/2025

Submitted by: Jacob Morris, Captain

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF TEN (10) 2026 FORD INTERCEPTORS & ONE (1) 2026 FORD F-150 (VEHICLES & APPLICABLE BACKROOM SYSTEM COMPONENTS) WITH ALL EMERGENCY EQUIPMENT INSTALLED THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM WITHOUT BID, PURSUANT TO OHIO REVISED CODE SECTION 125.04, NOT TO EXCEED NINE HUNDRED AND TEN THOUSAND DOLLARS (\$910,000.00) AND DECLARING AN EMERGENCY

PURPOSE AND BACKGROUND:

WHEREAS, Lorain City Council approved the ordinance #22-92 in February 1992 and the electorate of the City of Lorain approved a one-quarter of one percent additional income tax known as the "Police Levy"; and,
WHEREAS, the Lorain City Auditor has determined that one hundred percent (100%) of the above funding is available in the Police Levy Special Revenue Fund; and,
WHEREAS, the Council of the City of Lorain has determined that the expenditures provided for by this Ordinance constitute law enforcement purposes as required by Ordinance #22-92; and,
WHEREAS, Statewide Ford has guaranteed 2025 state pricing for the 2026 model year 2026 Ford Interceptors and Ford F-150 vehicles ordered by November 1, 2025; and,
WHEREAS, Brite Technology Solutions Inc. has guaranteed pricing for the necessary cruiser technological components for the above vehicles ordered by November 1, 2025; and,
WHEREAS, numerous existing marked police patrol cars have accumulated extraordinary mileage and are in need of constant maintenance and repair, and will need to be rotated out of service during the year 2025;

RECOMMENDATION TO COUNCIL:

Consider for passage.

Fiscal Impact

<u>Funds Available in Current Year Budget (Y/N):</u>	Y
<u>Estimated Total Expenditure:</u>	\$910,000.00
<u>List of Funding Source and/or Account Number:</u>	Police Levy
<u>Estimate of Incoming Revenue (fees, grants, etc.):</u>	
<u>Financing Requirements (Bonds, Loans, Lease, etc.):</u>	

Attachments

Form Review

Inbox

Carrion
Mayor Bradley
JKoziura
P. Riley

Reviewed By

Rey Carrion
Jack Bradley
Joseph Koziura
Michele Beko

Date

10/16/2025 04:06 PM
10/16/2025 04:10 PM
10/17/2025 09:16 AM
10/17/2025 10:17 AM
Started On: 10/15/2025 01:43 PM

Form Started By: Jacob Morris
Final Approval Date: 10/17/2025

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF TEN (10) 2026 FORD INTERCEPTORS & ONE (1) 2026 FORD F-150 (VEHICLES & APPLICABLE BACKROOM SYSTEM COMPONENTS) WITH ALL EMERGENCY EQUIPMENT INSTALLED THROUGH THE STATE OF OHIO COOPERATIVE PURCHASING PROGRAM WITHOUT BID, PURSUANT TO OHIO REVISED CODE SECTION 125.04, NOT TO EXCEED NINE HUNDRED AND TEN THOUSAND DOLLARS (\$910,000.00) AND DECLARING AN EMERGENCY

WHEREAS, Lorain City Council approved the ordinance #22-92 in February 1992 and the electorate of the City of Lorain approved a one-quarter of one percent additional income tax known as the "Police Levy"; and,

WHEREAS, the Lorain City Auditor has determined that one hundred percent (100%) of the above funding is available in the Police Levy Special Revenue Fund; and,

WHEREAS, the Council of the City of Lorain has determined that the expenditures provided for by this Ordinance constitute law enforcement purposes as required by Ordinance #22-92; and,

WHEREAS, Statewide Ford has guaranteed 2025 state pricing for model year 2026 Ford Interceptors and Ford F-150 vehicles ordered by November 1, 2025; and,

WHEREAS, Brite Technology Solutions Inc. has guaranteed pricing for the necessary cruiser technological components for the above vehicles ordered by November 1, 2025; and,

WHEREAS, numerous existing marked police patrol cars have accumulated extraordinary mileage and are in need of constant maintenance and repair and will need to be rotated out of service during year 2025; and

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 to purchase through Statewide Ford and Brite Technology Solutions eleven (11) vehicles and all necessary technology components, specifically:

TEN (10) FORD INTERCEPTOR VEHICLES & APPLICABLE BACKROOM SYSTEM COMPONENTS WITH ALL EMERGENCY EQUIPMENT INSTALLED;

ONE (1) FORD F-150 VEHICLE & APPLICABLE BACKROOM SYSTEM COMPONENTS WITH ALL EMERGENCY EQUIPMENT INSTALLED.

Pursuant to the quotation issued by Statewide Ford and Brite Technology Solutions marked Exhibits A & B, respectively, attached hereto and made a part hereof by reference, the cost to purchase said vehicles/equipment shall not exceed \$910,000.00.

SECTION II. That the purchase monies shall be paid by the Police Levy and have been appropriated.

SECTION III. That the purchase of vehicles and necessary technological equipment shall not be subject to competitive bidding pursuant to Ohio Revised Code 125.04.

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

SECTION V. That this ordinance is hereby declared to be an emergency, said emergency being the immediate need to upgrade/replace the police vehicles in use by the Lorain Police Department for the continued health, welfare and safety of the citizens of the City of Lorain. Wherefore, this ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor provided it receives the affirmative vote of two-thirds of all members elected to City Council otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2025

ATTEST: _____, CLERK

APPROVED: _____, 2025

PRESIDENT OF COUNCIL

MAYOR

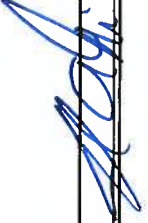
EXHIBIT A

Sales Representative Name		Steve Rick		Reference Number		251382SR		Number Of Vehicles		10	
Statewide Ford 1108 W. Main Street Van Wert, Ohio 45891		Revision Level		Revision 3		Quote Or Package Number:					
		Date		10/14/2025		Utility Quote Or Package Number				Utility Ohio Soundoff	
		Vehicle		2026		Durango Quote Or Package Number					
		Status		Quote Valid 30 Days		F-150 Quote Or Package Number					
Customer Billing Information											
Purchaser Name		Lorain Police Department				Title Information Or Customer Shipping Information					
Contact Name		Captain Jacob Morris				Lienholder					
Contact Email		Jacob Morris@CityofLorain.org				Company Name					
Contact Number		440-204-2570				Attention To					
Mailing Address		100 West Erie Ave.				Street Address					
City, State & Zip		Lorain, Ohio 44052				City, State & Zip					
Lightbar Color:		All Blue		Exterior Lighting:		All Blue		Special Instructions			
Custom Description:		Purchase Order Number									
Warranty Statement:		Installation And Wiring Are Covered Under A Lifetime Warranty And Emergency Products Are Covered During The Period Of The Manufacturers Warranty.									
Parts And Labor Warranty Are Subject To An Inspection											
QTY	Manufacturer	Part Number	Part Description			Unit Price	Extended Price	PO	Notes:		
10	Statewide Ford	Ready For Patrol	2026 Utility Stock Program From Statewide Ford			\$59,199.00	\$591,990.00				
10	Ford	K8A-Ionic Silver	Utility Interceptor, All Wheel Drive, V6 Engine				\$ -				
	Ford		LED Ready Headlamps				\$ -				
10	Ford	17T	Red/Clear Dome Light In Cargo Area				\$ -				
10	Ford	549	Heated Mirrors				\$ -				
10	Ford	43D	Courtesy Lamps Inoperative				\$ -				
10	Ford	18D	Global Unlock				\$ -				
10	Ford	68G	Rear Door Handles And Windows Inoperative				\$ -				
10	Ford	59B	Keyed Alike (1284X)				\$ -				
10	Ford	17A	Rear A/C				\$ -				
10	Ford	76R	Reverse Sensing				\$ -				
10	Ford	55B	Blis Blind Spot Monitoring				\$ -				
10	Ford	86T	Taillight Prep				\$ -				
10	Ford	19V	Rear Camera On Demand				\$ -				

Customer		Lorain Police Department		Reference Number	251382SR	Revision Level	Revision 3	Sales Representative Name		Steve Rick	Notes:
QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	PO					
10	Ford	68B	Police Perimeter Alarm		\$ -						
10	Ford	76P	Pre-Collision Assist With Pedestrian Detection		\$ -						
10	Ford	593	Anti Theft Alarm		\$ -						
10	Ford	47A	Police Engine Idle		\$ -						
10	Ford	19K	AGM Heavy Duty Battery		\$ -						
10	Ford	Hitch	Class IV Hitch With Wiring Harness		\$ -						
10	Ford	IDS	8" Intergrated Display Screen		\$ -						
10	Ford	85R	Tunnel Mount		\$ -						
10	Ford	RKE	Remote Keyless Entry		\$ -						
10	Ford	Delivery	Delivery To Your Department (Included In package Pricing)		\$ -						
			The Following Equipment Is Included In Package Price		\$ -						
			Tall Man Recessed Partition With Center Sliding Window		\$ -						
			Expanded Metal Rear Partition		\$ -						
			Replacement Seat With Outboard Seat Belts		\$ -						
			Vertical Steel Window Guards		\$ -						
			Dual Weapon Mount With Universal Locks		\$ -						
	Setina	SVW	Vehicle Specific Console With Cup Holder, Armrest, And Swing Arm		\$ -						
			Magnetic Mic		\$ -						
			Dome Light Between Front Driver And Passenger Seat		\$ -						
			The Following Warning Equipment Is Included In Package Price		\$ -						
			nForce NXT Tri Color Lightbar		\$ -						
			100 Watt 500 Series Siren And Switch Controller With Blueprint		\$ -						
			100 Watt Speaker And Mounting Bracket		\$ -						
			Single Color LEDs For Side Cargo Window		\$ -						
			Tri Color Grille Lights		\$ -						
			Tri Color Mid Hatch Lights		\$ -						
			Single Color Under Hatch Lights		\$ -						
			Flashing Taillights		\$ -						
			The Following Equipment To Be Added To The Vehicle		\$ -						
10	Setina	FPBLEDT	Lit Push Bumper With Tri Color Lights REMOTE NODE REQUIRED	\$1,446.00	\$ 14,460.00						
10	Lund	LOF1	Lund Loft Single Gun Key Deployment Cannot Use With Setina Ultimate K9 And/Or Setina Storage Box	\$1,087.00	\$ 10,870.00						
10	Havis	C-PM-134-PC	In-Console Printer Mount for Pocket Jet 8	\$ 240.00	\$ 2,400.00						

Customer		Lorain Police Department		Reference Number	251382SR	Revision Level	Revision 3	Sales Representative Name		Steve Rick	Notes:
QTY	Manufacturer	Part Number	Part Description			Unit Price	Extended Price	PO			
10	Soundoff Signal	RND	Remote Node Needed For Dual And Tri Color Lighting			\$ 305.00	\$ 3,050.00				
10	Setina	RADBOX	Radio Box For Rear Cage			\$ 638.00	\$ 6,380.00				
-10	Havis	Deduct Swing Arm	Remove Swing Arm From Package			\$ 330.00	\$ (3,300.00)				
10	Havis	DMITU	Dash Mount Utility Package Comes With C-DMU-3028 And PKG-MD-ARM-0606			\$ 800.00	\$ 8,000.00				
10	Soundoff Signal	SSYNC	Syn Module Soundoff Lightbars Only			\$ -	\$ -				
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Color Of Vehicle:	SILVER	Customer Signature:	 MORRIS 2017
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Sales Representative Name		Steve Rick		Reference Number		251132SR		Number Of Vehicles		1	
Statewide Ford		Revision Level		Revision 5		Quote Or Package Number		Utility Quote Or Package Number			
1108 W. Main Street		Date		10/14/2025		Durango Quote Or Package Number		F-150 Quote Or Package Number		F-150 Ohio Soundoff	
Van Wert, Ohio 45891		Vehicle		2026		Quote Valid 30 Days		Tahoe Quote Or Package Number			
		Status									
Customer Billing Information											
Purchaser Name		Lorain Police Department				Title Information Or Customer Shipping Information					
Contact Name		Captain Jacob Morris				Lienholder					
Contact Email		Jacob Morris@CityofLorain.org				Company Name					
Contact Number		440-204-2570				Attention To					
Mailing Address		100 West Erie Ave.				Street Address					
City, State & Zip		Lorain, Ohio 44052				City, State & Zip					
Lightbar Color:		All Blue		Exterior Lighting:		All Blue		Special Instructions			
Custom Description:						Purchase Order Number					
Warranty Statement:		Installation And Wiring Are Covered Under A Lifetime Warranty And Emergency Products Are Covered During The Period Of The Manufacturers Warranty.									
Parts And Labor Warranty Are Subject To An Inspection											
QTY	Manufacturer	Part Number	Part Description			Unit Price	Extended Price	PO	Notes:		
1	Statewide Ford	Ready For Patrol	2026 F-150 Stock Program From Statewide Ford								
1	Ford	W1P-Iconic Silver	F150 Responder			\$62,254.00	\$ 62,254.00				
1	Ford	18B	Black Platform Running Boards				\$ -				
1	Ford	924	Privacy Glass With Rear Defrost				\$ -				
1	Ford	67P	Remote Keyless Entry				\$ -				
1	Ford	62B	Keyed Alike 1284X				\$ -				
1	Ford	59E	Driver Side Spotlight				\$ -				
1	Ford	17R	Rear Door Handles Inoperative				\$ -				
1	Ford	153	Front License Plate Bracket				\$ -				
1	Ford	76R	Reverse Sensing				\$ -				
1	Ford	60R	Rear Console Plate				\$ -				
1	Ford	Delivery	Delivery To Your Department (Included In Package Pricing)				\$ -				
The Following Equipment Is Included In Package Price:											

[illegible]

[illegible]

Color Of Vehicle:

SILVER

Customer Signature:

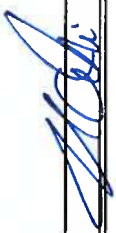
 2557



EXHIBIT B

We have prepared a quote for you

City of Lorain, OH - (10) V120 MDT/ICV/XR60 for Vehicle Builds

Quote # 013403
Version 1

Prepared for:

City of Lorain - OH

Jacob Morris
jacob_morris@cityoflorain.org



Wednesday, October 08, 2025

City of Lorain - OH
Jacob Morris
100 WEST ERIE AVENUE
LORAIN, OH 44052
jacob_morris@cityoflorain.org

Dear Jacob,

As per our conversations, please find the attached proposal. For your convenience, you may use our online portal to authorize the purchase and associate the appropriate Purchase Order number.

We appreciate the opportunity and look forward to working with you on this project.

Thank you,

Jamie L. Isaacs

Jamie Isaacs
Public Safety Account Executive
Brite

Getac V120 MDT

Description	Price	Qty	Ext. Price
VV1P2PGABDAD Getac V120 Fully Rugged 11.6in Windows OS Convertible Laptop With 3YR Bumper To Bumper Warranty  V120 - Ultra 5 225H, 12.2+Hello Cam., Win11+16GB+TAA, 256GB PCIe SSD, SR(WUXGA LCD+TS)+Stylus+ Rear Cam., US KBD + US Power Cord, Backlit KBD, WIFI+BT, Standard Batteries (2-pack) + Soft Handle + Large Bumper, Laser Barcode Reader, 3 Year B2B Warranty	\$3,590.00	10	\$35,900.00
GE-SVTBNFXSY Bumper to Bumper + Extended Warranty- Notebook, Tablet(Year 4 & 5)  - Getac, Tablet&Notebook (A/ B/ F/ K/ V/UX/X600 Series), Bumper-to-Bumper+Extended	\$575.00	10	\$5,750.00
PKG-DS-GTC-1601 Package – Docking Station for Getac V120 with Standard Port Replication & Screen Support 	\$725.00	10	\$7,250.00
GAD2X8 Getac 120W 11-16V, 22-32V DC 	\$103.00	10	\$1,030.00
GDKBU9 Getac Rugged Keyboard, 3 year warranty (US) 	\$225.00	10	\$2,250.00
Subtotal:			\$52,180.00

Semtech XR60 Modem

Description	Price	Qty	Ext. Price
1105159 XR60, 5G ROUTER, GLOBAL, DUAL ETHERNET, WI-FI, INCLUDES 1 YEAR AIRLINK 	\$1,045.00	10	\$10,450.00
AP-RT5G-C4W2G-Q-B1 Antenna Plus Recon13 5G EZConnect Antenna Threaded Bolt - Black - 1' Cables - 4 5G/LTE - 2 WiFi - 1 GNSS 	\$218.00	10	\$2,180.00

Semtech XR60 Modem

Description	Price	Qty	Ext. Price
CH-C4W2G-1-2-1 Antenna Plus EZConnect Cable Harness 14' - 4 LTE (SMA M) - 2 WiFi (RP SMA M) - 1 GNSS (SMA M) 	\$182.00	10	\$1,820.00
Subtotal:			\$14,450.00

Getac In Car Video

Description	Price	Qty	Ext. Price
OBABTQXIXXX VR-X20G3 for In-Car Video, supports up to 4 cameras - DVR(VR-X20G3)- Ultra5+8GB RAM+256GB SSD+2nd 256GB SSD], Blackbox Recording, Backup Battery,  VR-X20G3 for In-Car Video, supports up to 4 cameras - DVR(VR-X20G3)- Ultra5+8GB RAM+256GB SSD+2nd 256GB SSD , Blackbox Recording, Backup Battery, Crash Sensor, DVR mounting bracket, Display (CU-D50) - 5 Touch Display, includes cable (16ft), ZeroDark UltraHD(4k) IP Camera CA-NF42, (Wind Shield Mount), includes cable (25ft), ZeroDark FHD IP Camera CA-NF21-146IR, (Standard Mount), includes cable (14ft), Wiring Kit (25ft), GPS antenna(14 ft), Wire Harness (2ft), 3 year hardware warranty	\$4,072.00	10	\$40,720.00
GE-SVTREXT2Y In Car Video Solution Extended Warranty - Year 4 & 5 - Getac, In Car Video Solution, Extended Warranty, 2, Year 	\$385.00	10	\$3,850.00
591GVS000035 Mounting Bracket (Visor) - Front Camera AND Display (CU-D50) 2020 Interceptor	\$102.00	10	\$1,020.00
OTX15X BODY WORN CAMERA BLUETOOTH TRIGGER BOX, 5 YEAR WARRANTY 	\$207.00	10	\$2,070.00
ORB85U SINGLE PORT DOCK (VD-04U), INCLUDES USB-C TO USB-A CABLE (3.28FT), USB A EXTENSION CABLE (12.5FT), USB-A 10W AC ADAPTER (US), 5 YEAR WARRANTY 	\$138.00	10	\$1,380.00
ORB46X Body Worn Camera (BC-04), magnetic quick release charging USB cable (3.28 ft) 	\$41.00	10	\$410.00

Getac In Car Video

Description	Price	Qty	Ext. Price
CIG-MAG Mini USB Cell Phone Car Aapter 24W/4.8A Flush Fit Dual Port	\$15.00	10	\$150.00
Subtotal:			\$49,600.00

GVS Cloud Storage

Description	Price	Qty	Ext. Price
OUA03X Getac Cloud - Monthly Plan 3 (Cloud 60G, 10 Devices x 12 Months= 120 Units	\$61.00	120	\$7,320.00
Subtotal:			\$7,320.00

Printer

Description	Price	Qty	Ext. Price
PJ823 PocketJet 8 300dpi Thermal Printer with USB (Only includes the printer. Requires power, USB cable, and printing supplies)	\$470.00	10	\$4,700.00
LB3692-003 Brother Vehicle Adapter - Wired - 14'	\$29.00	10	\$290.00
LBX110001 Brother USB/USB-C Data Transfer Cable - 10 ft USB/USB-C Data Transfer Cable - First End: USB Type A - Second End: USB Type C	\$25.00	10	\$250.00
Subtotal:			\$5,240.00

Deployment Services

Description	Price	Qty	Ext. Price
OZX09X-BR Brite Remote Getac Video Services (4hrs) Configuration Services for 10 ICV Systems	\$725.00	2	\$1,450.00



Deployment Services

Description		Price	Qty	Ext. Price
Professional Services BR-Modem	Brite Modem Configuration Services	\$50.00	10	\$500.00
	Configuratiion Services for 10 XR60 Modems			
Subtotal:				\$1,950.00



City of Lorain, OH - (10) V120 MDT/ICV/XR60 for Vehicle Builds



Prepared by:

Brite

Jamie Isaacs
1-800-333-0498
Fax 585-758-0222
jisaacs@brite.com

Prepared for:

City of Lorain - OH

100 WEST ERIE AVENUE
LORAIN, OH 44052
Jacob Morris
(440) 204-2070
jacob_morris@cityoflorain.org

Quote Information:

Quote #: 013403

Version: 1
Delivery Date: 10/08/2025
Expiration Date: 10/15/2025

Quote Summary

Description	Amount
Getac V120 MDT	\$52,180.00
Semtech XR60 Modem	\$14,450.00
Getac In Car Video	\$49,600.00
GVS Cloud Storage	\$7,320.00
Printer	\$5,240.00
Deployment Services	\$1,950.00
Total:	\$130,740.00

- Agreed upon payment terms: NET 30
- Any changes to the orders after acceptance may result in additional fees.
- Any returns must be accompanied by a return authorization and will be subject to restocking fees.
- Any returns must be approved with 30 days of shipping dates
- All services will be invoiced upfront and efforts debited against the units described above.
- All Professional Services credits are valid for a period of 1 year from time of purchase and shall be planned in advance with a minimum of four (4) week notice period
- All hardware and accessories will be invoiced when shipped.
- All software will be invoiced upon delivery of license.
- All subscriptions will be invoiced when activated.
- Terms and conditions listed within a Master Services Agreement or Statement of Work supersede any listed here.
- Travel costs will be billed separately unless otherwise stated.
- All support is considered manufacturers depot warranty support unless otherwise stated.
- All taxes on this quote are estimated. Appropriate taxes will be calculated and included at the time of Invoice.
- **Please Note: Global trade and tariff uncertainty has created unpredictable pricing volatility. Brite cannot guarantee pricing of 3rd party solutions. Please confirm quotes prior to order submission.**

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



City of Lorain - OH

Signature:

 2657

Name:

Jacob Morris

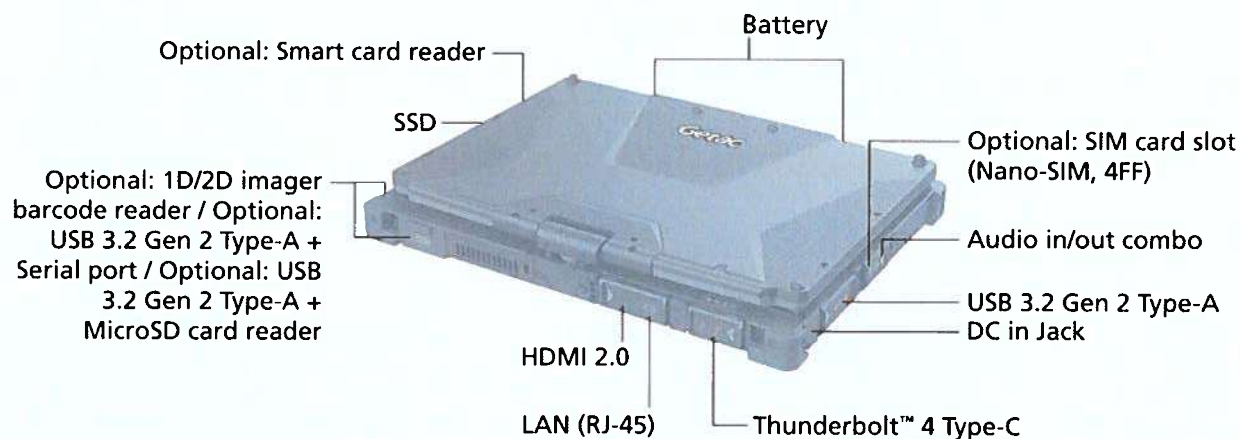
Date:

10-15-25



V120 FULLY RUGGED LAPTOP

- AI-ready with the latest Intel® Core™ Ultra Processors (Series 2) and Intel® AI Boost technology
- 12.2" FHD LumiBond display with Getac sunlight readable technology (1,000 nits) and capacitive touchscreen
- Versatile I/Os connectivity including two Thunderbolt™ 4 and docking solutions
- LifeSupport battery swappable technology
- Optional 1D/2D imager barcode reader and high-capacity batteries
- Wi-Fi 7 delivers superior data transfer speeds



SPECIFICATIONS

Operating System

Windows 11 Pro

Mobile Computing Platform

Intel® Core™ Ultra 5 processor 225H
Max. 4.9GHz with Intel® Turbo Boost Technology
- 18MB Intel® Smart Cache

Platform options:

Intel® Core™ Ultra 5 processor 235H, vPro® Enterprise
Max. 5.0GHz with Intel® Turbo Boost Technology
- 24MB Intel® Smart Cache

Intel® Core™ Ultra 7 processor 255H
Max. 5.1GHz with Intel® Turbo Boost Technology
- 24MB Intel® Smart Cache

Intel® Core™ Ultra 7 processor 265H, vPro® Enterprise
Max. 5.3GHz with Intel® Turbo Boost Technology
- 24MB Intel® Smart Cache

Graphics

Intel® Arc™ 130V GPU (For Intel® Core™ Ultra 5 processor) *
Intel® Arc™ 140V GPU (For Intel® Core™ Ultra 7 processor) *

NPU

Intel® AI Boost

Display

12.2" Wide Viewing Angle TFT LCD WUXGA (1920 x 1200)
Protection film
1,000 nits LumiBond display with
Getac sunlight readable technology
Capacitive multi-touch screen

Storage & Memory

8GB DDR5
Optional: 16GB / 32GB / 64GB DDR5

256GB PCIe NVMe SSD
Optional: 512GB / 1TB / 2TB PCIe NVMe SSD

Keyboard

LED backlit membrane keyboard
Optional: Rubber keyboard
Power button
4 programmable buttons

Pointing Device

Touchscreen
- Capacitive multi-touch screen
- Optional: Dual mode touchscreen (multi-touch and digitizer)
Touchpad
- Glide touchpad with left-click and right-click buttons

Audio

Integrated stereo speakers
Integrated dual-array microphone

Expansion Slot

Optional: Smart card reader
Optional: 1D/2D imager barcode reader *
Optional: USB 3.2 Gen 2 Type-A + Serial port (9-pin; D-sub) *
Optional: USB 3.2 Gen 2 Type-A + MicroSD *

I/O Interface

SMP webcam x 1 **
Audio in/out combo x 1
DC in Jack x 1
USB 3.2 Gen 2 Type-A x 2
Thunderbolt™ 4 Type-C x 2
LAN (RJ45) x 1
HDMI 2.0 x 1
Docking connector x 1
Optional: SIM card slot x 1 (Nano-SIM, 4FF) ** *
Optional: Windows Hello face-authentication
SMP camera (front-facing) x 1 **
Optional: Tri RF antenna pass-through
for 4G (GPS, WLAN, WWAN)
Optional: Quad RF antenna pass-through
for 5G (GPS, WLAN, WWAN, WWAN MIMO)
Optional: 13MP auto focus rear camera x 1

Communication Interface

10/100/1000 base-T Ethernet
Intel® Wi-Fi 7 BE200, 802.11be
Bluetooth (v5.4) **
Optional: Dedicated GPS with L1/L5 **
Optional: 4G LTE mobile broadband with integrated GPS **
Optional: 5G Sub-6 with integrated GPS ** **
Optional: Dual SIM (Nano-SIM 4FF and e-SIM) ** *

Security Feature

TPM 2.0
Kensington lock
Smart card reader
Optional: Intel® vPro® Technology
Optional: Fingerprint reader
Optional: HF RFID reader **
Optional: Windows Hello face-authentication
SMP camera (front-facing) **
Optional: Absolute Persistence *

Power

AC adapter (65W, 100-240VAC, 50/60Hz)
Li-ion battery (7.74V, typical 4070mAh; min. 3800mAh) x 2
LifeSupport battery swappable technology
Optional: High-capacity Li-ion battery
(11.61V, typical 4070mAh; min. 3800mAh) x 2

Dimension (W x D x H) & Weight

302 x 224 x 35.7mm (11.89" x 8.82" x 1.41")
2.1kg (4.63lbs) *

Rugged Feature

MIL-STD-810H certified
IP66 certified
MIL-STD-461G certified **
Vibration & 4ft (1.2m) drop resistant **
Optional: ANSI/UL 121201, CSA C22.2 NO. 213
(Class 1, Division 2, Groups A, B, C, D) **
Optional: Salt fog certified

Environmental Specification

Temperature **
- Operating: -29°C to 63°C / -20°F to 145°F
- Storage: -51°C to 71°C / -60°F to 160°F
Humidity:
- 95% RH, non-condensing

Pre-installed Software

Getac Utility
Getac Camera
Getac Geolocation
Getac Barcode Manager **
Optional: Absolute Secure Endpoint
Optional: Absolute Secure Access

Optional software

Getac Driving Safety Utility
Getac Monitoring
Getac VGPS Utility **

Accessories

Battery (7.74V, typical 4070mAh; min. 3800mAh)
AC adapter (65W, 100-240VAC)

Optional:

Carry bag
Battery (7.74V, typical 4070mAh; min. 3800mAh)
High-capacity Li-ion battery
(11.61V, typical 4070mAh; min. 3800mAh)
Multi-Bay charger (Dual-Bay)
Multi-Bay charger (Eight-Bay)
AC adapter (65W, 100-240VAC)
MIL-STD-461 AC adapter (90W, 100-240VAC)
DC-DC vehicle adapter (120W, 11-32VDC)
Digitizer pen
Capacitive stylus with tether
Protection film
Handle
Hard handle
Hand strap
Shoulder strap (2-point)
Vehicle cradle **
Vehicle dock **
Spare SSD kit
65W Type-C adapter
100W Type-C adapter
Getac rugged keyboard
Getac D/S100 USB-C docking station with AC adapter

V120 FULLY RUGGED LAPTOP

Bumper-to-Bumper warranty

Accidents can take your equipment out of service when you least expect it, especially in a rugged environment, which can cause costly equipment downtime. That is why Getac has introduced accidental damage as standard under our Bumper-to-Bumper warranty, to help minimize your enterprise IT costs. Bumper-to-Bumper is your hassle-free guarantee. That means you can depend on us to have your unit back in service within days.

Standard

3 years Bumper-to-Bumper

- I. Units equipped with 16GB and dual channel memory come with Intel® Arc™ Graphics.
- II. Optional USB 3.2 Gen 2 Type-A + Serial port (9-pin; D-sub), optional USB 3.2 Gen 2 Type-A + Micro SD card reader, and optional 1D/2D imager barcode reader are mutually exclusive.
- III. SMP webcam and optional Windows Hello face-authentication SMP camera (front-facing) are mutually exclusive options.
- IV. Units with 4G/5G LTE option come with an embedded SIM card slot.
- V. One physical SIM card slot and one eSIM. Network service may vary depending on local telecommunication providers.
- VI. Bluetooth performance and connectable distance may be subject to interference with the environments and performance on client devices, users may be able to reduce effects of interference by minimizing the number of active Bluetooth wireless devices that is operating in the area.
- VII. Support GPS, GLONASS, Galileo, BeiDou and QZSS.
- VIII. Only available in the US, UK, EU, Australia and New Zealand.
- IX. 13.56MHz contactless HF RFID reader (ISO 15693, 14443 A/B, Mifare and FeliCa™ compliant).
- X. Weight and dimensions vary from configurations and optional accessories.
- XI. MIL-STD-461 90W AC adapter sold separately.
- XII. Drop test results vary from configurations and optional accessories.
- XIII. Available with limited configurations and environment conditions.
- XIV. Tested by an independent third-party test lab following MIL-STD-810H.
- XV. Available when the barcode reader option is selected.
- XVI. Models require either embedded or standalone GPS module.
- XVII. Gamber-Johnson and Havis vehicle docks are e-mark certified.

Information provided herewith is for reference only, available specification shall be subjected to quotation by request.

Vehicle Dock

Serial Port	2
External VGA	1
Microphone	1
Audio Output	1
DC in Jack	1
USB	4
LAN	1
HDMI	1
RF Antenna Connector	3 (WWAN, WLAN, GPS)

Getac

Getac USA

15495 Sand Canyon Ave. Suite 350 Irvine,
CA 92618 Tel : 949-681-2900
GetacSales_US@getac.com |
www.getac.com/us/

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Information provided herewith is for reference
only, available specification shall be subjected to
quotation by request.



CITY OF LORAIN

City Council Regular Meeting

10. c.

Meeting Date: 10/20/2025

Submitted by: Jack Fleming

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

Ordinance Request to Accept the Donation of a Marine Patrol Vessel and Accompanying Apparatus.

PURPOSE AND BACKGROUND

Ohio Department of Natural Resources (ODNR) Desires to Donate to The City of Lorain, A Patrol Vessel, Two Outboard Motors, And A Trailer. In Order to Facilitate the City of Lorain's Assistance and Cooperation with ODNR in the Enforcement of Ohio's Watercraft Laws and Rules and to Provide Emergency Response to Boating Accidents on the Water.

RECOMMENDATION TO COUNCIL:

Consider for passage.

Attachments

Ordinance

Exhibit A

Form Review

Inbox

Carrion

Mayor Bradley

P. Riley

Form Started By: Jack Fleming

Final Approval Date: 10/16/2025

Reviewed By

Rey Carrion

Jack Bradley

Michele Beko

Date

10/16/2025 08:49 AM

10/16/2025 09:08 AM

10/16/2025 10:58 AM

Started On: 10/14/2025 07:26 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES TO ACCEPT THE DONATION OF A PATROL VESSEL AND ACCOMPANYING APPARATUS, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Department of Natural Resources, Division of Parks and Watercraft (ODNR) is an agency of the State of Ohio charged with enforcement of Ohio's watercraft laws, Ohio Revised Code Chapters 1547 and 1548; and,

WHEREAS, ODNR desires to voluntarily donate to the City of Lorain, a patrol vessel, two outboard motors, and a trailer, as set forth more fully in the donation agreement marked Exhibit A, attached hereto and made a part hereof by reference (the "Agreement"), in order to facilitate the City of Lorain's assistance and cooperation with ODNR in the enforcement of Ohio's watercraft laws and rules and to provide emergency response to boating accidents on the water; and,

WHEREAS, the City desires to enter into the Agreement with ODNR to accept the donation of the above described patrol vessel and accompanying apparatus.

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 the Ohio Department of Natural Resources, a copy of which is marked Exhibit A, attached hereto. The Agreement shall be in substantial form and essence subject to the approval by the Law Director.

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 accept from ODNR the donation of a patrol vessel and accompanying apparatus to assist and cooperate with ODNR in the enforcement of Ohio's watercraft laws and rules and to provide emergency response to boating accidents on the water. Therefore, this ordinance shall take effect immediately upon passage and approval by the Mayor.

PASSED: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, 2025

CLERK OF COUNCIL

APPROVED: _____, 2025

MAYOR

DONATION AGREEMENT

This Donation Agreement ("Agreement") is between the **OHIO DEPARTMENT OF NATURAL RESOURCES** ("ODNR"), acting through its **DIVISION OF PARKS & WATERCRAFT**, with offices located at 2045 Morse Road, Building A, Columbus, Ohio 43229, and **CITY OF LORAIN** ("Marine Patrol") with a mailing address of 200 W. Erie Avenue, Lorain, Ohio 44052.

WHEREAS, ODNR is an agency of the State of Ohio with a mission to ensure a balance between the wise use and protection of our natural resources for the benefit of all.

WHEREAS, ODNR is charged with enforcement of Ohio's watercraft laws, Ohio Revised Code Chapters 1547 and 1548 and Marine Patrol has assisted and cooperated with ODNR in the enforcement of Ohio's watercraft laws.

WHEREAS, ODNR desires to voluntarily donate to Marine Patrol a patrol vessel, two outboard motors, and a trailer in order to facilitate Marine Patrol's assistance and cooperation with ODNR in the enforcement of Ohio's watercraft laws and rules and to provide emergency response to boating accidents on the water.

WHEREAS, Marine Patrol will provide on-water patrols, enforce Ohio boating laws and rules, conduct vessel safety inspections, assist boaters in distress, educate boaters and respond to boating-related emergencies.

WHEREAS, Ohio Revised Code ("R.C.") 1546.10(A)(3) authorizes the Chief of the Division of Parks and Watercraft to dispose of surplus equipment by donation.

WHEREAS, ODNR desires to donate the items listed in Exhibit 1 to Marine Patrol to further its mission and the complementary goals of the Parties.

NOW THEREFORE, the Parties agree as follows:

1. **ODNR's Ownership.** ODNR represents that it is the rightful owner of all right, title, and interest in the property listed in Exhibit 1 ("Property").
2. **Donation.** ODNR hereby voluntarily transfers the Property to Marine Patrol and relinquishes all right, title, and interest in the Property to Marine Patrol. A letter to Marine Patrol, Surplus Property Turn-In Form, and letter regarding title transfer are attached hereto as Exhibit 2.
3. **Acceptance.** Marine Patrol has determined that the Property benefits Marine Patrol and accepts the Property from ODNR under the terms and conditions of this Agreement.
4. **Delivery and Possession.** Marine Patrol acknowledges that it is currently in possession of the Property included in Exhibit 1 pursuant to its Marine Patrol Equipment Loan Cooperative Agreement. Delivery shall be considered complete upon the Effective Date of this Agreement.
5. **Risk of Loss or Damage.** Marine Patrol assumes all risks of loss or damage from the Effective Date of this Agreement.

6. **Maintenance.** Marine Patrol shall assume the cost of all storage, repairs, maintenance, and operation of the Marine Equipment and accessories and shall keep the Marine Equipment in safe, proper working-order. Marine Patrol shall follow the maintenance program outlined in the Marine Equipment owner's manual. The outward appearance of the Marine Equipment shall also be maintained in good and suitable condition. Maintenance costs may be a fundable expense through ODNR's Marine Patrol Assistance Grant Program.
7. **Insurance.** Marine Patrol assumes responsibility for procuring and maintaining all applicable property insurance for the Property.
8. **Warranties.** The Property is provided "as is, where is." ODNR makes no express or implied warranty as to the condition of the Property or as to the fitness or safety of the Property for a particular purpose including the intended purpose. Marine Patrol agrees that no warranty has been expressed or implied by ODNR and that Marine Patrol understands that it is being donated "as is." Marine Patrol hereby forever releases ODNR and expressly waives any and all claims against ODNR relating to or arising out of this Agreement and the Property.
9. **Non-Appropriation.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, ODNR's performance under this Agreement is contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for ODNR's performance due hereunder, this Agreement is voidable at the discretion of ODNR as of the date that the funding expires, without further obligation of ODNR.
10. **Compliance with Laws.** Marine Patrol, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
11. **Taxes.** ODNR is exempt from federal excise taxes and all state and local taxes.
12. **Liability.** It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. Each party to this Agreement must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from this Agreement. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
13. **Findings for Recovery.** Marine Patrol represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Marine Patrol agrees that if this representation or warranty is deemed to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement.
14. **Ohio Ethics Law.** Marine Patrol certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Marine Patrol

understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

15. **Ohio Election Law.** Marine Patrol affirms that it is compliant with R.C. § 3517.13.
16. **Boycotting.** Pursuant to R.C. § 9.76, Marine Patrol hereby declares that it is not boycotting any jurisdiction with whom the State of Ohio can participate in open trade, including the nation of Israel, and will not do so during the term of this Agreement.
17. **Qualifications.** Marine Patrol represents and warrants that it has all approvals, licenses, or other qualifications needed to conduct its activities in Ohio and that all are current.
18. **Governing Law.** This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that ODNR is a party to any litigation arising out of, or relating in any way to, this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
19. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
20. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
21. **Marine Patrol Authority.** Marine Patrol represents and warrants that its signatory to this Agreement possesses the authority to enter into this Agreement on behalf of Marine Patrol.
22. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
23. **Electronic Signatures.** Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
24. **Execution.** This Agreement is not binding upon ODNR unless executed in full and is effective as of the date of last signature by ODNR ("Effective Date").
25. **Entire Agreement.** This Agreement, including any attachments, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

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

MARINE PATROL

OHIO DEPARTMENT OF NATURAL RESOURCES

CITY OF LORAIN

DIVISION OF PARKS AND WATERCRAFT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

ASSETS				
Item #	Description	Make	Year	HIN, Serial #, or VIN
1	26'7" Patrol Vessel	Boston Whaler	2004	WCG00459F404
2	250 HP Outboard Motor	Yamaha	2014	6CGU1007384
3	250 HP Outboard Motor	Yamaha	2014	6CHU1001934
4	Trailer for Patrol Vessel	Boat Master	2004	42XBG27374F210869

Exhibit 2



**Department of
Natural Resources**
ohiodnr.gov

Mike DeWine, Governor
Jon Husted, Lt. Governor
Mary Mertz, Director

December 4th, 2024

The Ohio Department of Natural Resources is donating the below listed assets to the City of Lorain Police Department in accordance with Administrative Rule 123 and Ohio Revised Code 1546.10A3.

The City of Lorain Police Department is an approved source to receive this donation for the following two (2) reasons:

- Not for Profit/Municipal Corporation: City of Lorain Police Department is a municipal corporation (City of Lorain)
- Receive State Funding: City of Lorain Police Department receives state funding through the Subrecipient Grant Agreement between ODNR and the City of Lorain Police Department.

Assets:

1. 2004 26' Boston Whaler HIN# WCG00459F404
2. 2014 250HP Yamaha OB Boat Motor SN: 6CGU1007384
3. 2014 250HP Yamaha OB Boat Motor SN: 6CHU1001934
4. 2004 Boat Master Trailer VIN# 42XBG27374F210869

Should you have any questions, please contact the Division of Parks and Watercraft asset management section at 740-549-0981.

Sincerely,

Brandon Jacobson
Asset Manager
Ohio Department of Natural Resources
Division of Parks and Watercraft

2045 Morse Road
Columbus, OH 43229 U.S.A.

614 | 265 6565
ohiodnr.gov

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services



Ohio Department of Natural Resources
Division of Parks and Recreation

Surplus Property Turn-in

From:	ODNR Div of Parks & Watercraft Law Enforcement Section 2045 Morse Road, A-2 Columbus, OH 43229 To: City of Lorain, Police Dept. Marine Patrol - Sergeant Mark Tomlin	Contact Person:	Cindy Bellar
		Phone:	614-265-6504
		Email:	cynthia.bellar@dnr.ohio.gov
		Date:	12-03-2024

QTY.	ITEM & DESCRIPTION	SERIAL NUMBER	FUND CODE	ASSET TAG NUMBER
1	2004, 26'7", Boston Whaler	WCG00459F404	7086	EWC7394
	Fair	Donated to External Group		
1	2014, 250HP Yamaha OB	6CGU1007384	7086	EWC11683
	Fair	Donated to External Group		
1	2014, 250HP Yamaha OB	6CHU1001934	7086	EWC11706
	Fair	Donated to External Group		
1	2004 Boat Master Trailer	42XBG27374F210869	7086	EWC8176
	Fair	Donated to External Group		
	Condition (select one)	Disposal Guide (select one)		
	Condition (select one)	Disposal Guide (select one)		

Park Manager:	Cindy Bellar	Date:	12-03-2024
District Manager:		Date:	
Inventory Manager:		Date:	12-04-2024



**Department of
Natural Resources**
ohiodnr.gov

Mike DeWine, Governor
Jon Husted, Lt. Governor
Mary Mertz, Director

December 3, 2024

To Whom It May Concern:

The Ohio Department of Natural Resources Division of Parks and Watercraft is not required by law to title vessels or motors that are owned by the State of Ohio. The following boat and motors are being salvaged by the Division and have never been titled in the State of Ohio. The Division is transferring ownership to the City of Lorain, Police Department located at 100 W. Erie Avenue, Lorain, Ohio 44052.

Please utilize this letter and the completed Surplus Property Turn-In form to obtain an Ohio title for the equipment listed below:

Year/Make/HIN: 2004 / 26'7" / Boston Whaler / HIN # WCG00459F404

Year/Make/Serial of Motor: 2014 / 250 HP Yamaha Outboard Motor / Serial #
6CGU1007384

Year/Make/Serial of Motor: 2014 / 250 HP Yamaha Outboard Motor / Serial #
6CHU1001934

Should you have any questions, please contact the Division of Parks and Watercraft at 614-265-6512 and ask to speak with someone in the Registration and Titling section.

Sincerely,

Cynthia J. Bellar
Natural Resources Major
Boating Law Administrator
Ohio Department of Natural Resources
Division of Parks and Watercraft



CITY OF LORAIN

City Council Regular Meeting

10. d.

Meeting Date: 10/20/2025

Submitted by: Dave Comer, I.T. Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A FIVE-YEAR LEASE AGREEMENT WITH COMDOC FOR REPLACEMENT AND UPGRADE OF THE CITY'S PRINTING AND MULTI-FUNCTION SYSTEMS, MAINTAINING THOSE DEVICES AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

Lease agreement for printers and mulit-function devices

RECOMMENDATION TO COUNCIL:

Request passage

Fiscal Impact

Funds Available in Current Year Budget (Y/N): y
Estimated Total Expenditure: 260,000
List of Funding Source and/or Account Number: 1010.E350.7100.1000
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):
\$260,000 is the 5 year total for the lease. Monthly payments will be made.

Attachments

Ordinance
Exhibit A
Cover Letter

Form Review

Inbox	Reviewed By	Date
Carrion	Dave Comer	10/15/2025 03:09 PM
Dave Comer - I.T. (Originator)	Dave Comer	10/15/2025 03:12 PM
Carrion	Rey Carrion	10/16/2025 08:49 AM
Mayor Bradley	Jack Bradley	10/16/2025 09:08 AM
JKoziura	Joseph Koziura	10/16/2025 09:51 AM
P. Riley	Michele Beko	10/16/2025 10:58 AM
Form Started By: Dave Comer		Started On: 10/14/2025 02:02 PM
Final Approval Date: 10/16/2025		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A FIVE-YEAR LEASE AGREEMENT WITH COMDOC, INC. FOR THE REPLACEMENT AND UPGRADE OF THE CITY'S PRINTING AND MULTI-FUNCTION SYSTEMS, MAINTAINING THOSE DEVICES AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lorain has printers and multi-function devices in all City Departments; and,

WHEREAS, the City solicited and received multiple quotes for the replacement and upgrade of the City's printing and multi-function devices for all City of Lorain Departments; and,

WHEREAS, the City desires to enter into a five-year lease agreement with COMDOC, Inc. for the replacement and upgrade of printing and multi-function devices for all City of Lorain Departments; and,

WHEREAS, COMDOC, Inc. is part of the Equalis Group Purchasing Contract, #R10-1169C, which is part of a national purchasing program that exempts the City from having to competitively bid for these devices; 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 a five-year agreement with COMDOC, Inc. for the lease of printing and multi-function systems, 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 five-year Agreement shall not exceed 260,000.00 and shall be paid from paid Information Technology Department Leases 1010.E350.7100.1000:

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 without interruption for the efficient operation of governmental computer systems. Therefore, this ordinance shall take effect immediately upon passage and approval by the Mayor.

PASSED: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, 2025

CLERK OF COUNCIL

APPROVED: _____, 2025

MAYOR



Copy Plus Rental Agreement

APPLICATION NO.

AGREEMENT NO.

Business Solutions

8247 Pittsburg Ave NW North Canton, OH 44720 - (800) 321-1009

The words "User," "Lessee," "you" and "your" refer to Customer. The words "Owner," "Lessor," "we," "us" and "our" refer to ComDoc, Inc.

CUSTOMER INFORMATION

FULL LEGAL NAME City of Lorain			STREET ADDRESS 200 W Erie Ave Ste 714	
CITY Lorain	STATE OH	ZIP 44052	PHONE 440-204-2090	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) CITY OF LORAIN			BILLING STREET ADDRESS 200 W ERIE AVE	
CITY LORAIN	STATE OH	ZIP 44052	E-MAIL DCOMER@CITYOFLORAIN.ORG	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) See attached Schedule A				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER

☒ See attached Schedule A

TERM & PAYMENT INFORMATION

60 months	Payments* of \$	\$4,187.00 Monthly	The payment ("Payment") period is monthly unless otherwise indicated.	*plus applicable taxes
Payment includes	See attached Schedule A	B&W Pages per month	Overages billed at \$	See attached Schedule A per B&W page*
Payment includes	See attached Schedule A	Color Pages per month	Overages billed at \$	See attached Schedule A per Color page*
Payment includes	See attached Schedule A	B&W Prints per month	Overages billed at \$	See attached Schedule A per B&W print*
Payment includes	See attached Schedule A	Color Prints per month	Overages billed at \$	See attached Schedule A per Color print*

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

OWNER ACCEPTANCE

ComDoc, Inc.

OWNER

SIGNATURE

PRINT NAME / TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO. You acknowledge and agree that the Equipment has been delivered to you and you hereby accept such Equipment on an "AS-IS, WHERE-IS" basis for all purposes as of the date hereof. Upon you signing below, your promises herein will be non-cancelable, irrevocable and unconditional in all respects.

City of Lorain

CUSTOMER (as referenced above)

SIGNATURE

TITLE

FEDERAL TAX I.D. #

PRINT NAME

DATED

TERMS AND CONDITIONS (Continued on Page 2)

1. **AGREEMENT:** You agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain intangible items such as software, software or subscription license(s), software components, prepaid cloud credits or professional services (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only and that the Equipment is new, unless otherwise noted. You agree to all of 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 all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us. If a later start date is designated, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law.

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You agree to reimburse us for all applicable taxes, assessments and penalties related to this Agreement, whenever levied or assessed on this Agreement, on us or you, or on the Equipment, its rental, sale, ownership, possession, use or operation. If we are not going to file and pay, you will be notified in writing within 60 days after commencement and or billed directly to you by your taxing jurisdiction. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense we pay on your behalf and to pay us an annual tax processing fee up to \$50. You agree to pay us an origination fee of \$189.50 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If

for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. EQUIPMENT; SECURITY INTEREST: At your expense, you shall keep the Equipment (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move Equipment unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, except amounts secured by land and buildings in addition to the Equipment. You authorize and ratify our filing of any financing statement(s). You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent, which will not be unreasonably withheld. You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, which shall not be unreasonably withheld, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

6. DEFAULT AND REMEDIES: You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay 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. **LIMITATION ON LIABILITY: IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID BY YOU UNDER THIS AGREEMENT IN THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GIVES RISE TO THE CLAIM.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement shall be a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC, as may be amended. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. INSPECTIONS AND REPORTS: We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request, you will deliver all requested information which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. Financial information will generally not be required unless your exposure with us exceeds \$1,000,000. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. END OF TERM: At the end of the initial term, this Agreement shall renew for successive 12-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 60 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment. You shall continue making Payments and paying all other amounts due after the end of the initial term until the Equipment is returned in accordance with the terms of this Agreement. As long as you have given us the required written notice, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee.

9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE: 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 customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. MISCELLANEOUS: Unless otherwise stated in an amendment, supplement or addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature and is held by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. Notwithstanding the foregoing, (i) for evidentiary purposes, any faxed, scanned or electronic copy of this Agreement may be considered the original, and you waive the right to challenge in court the authenticity or binding effect of any such copy or signature thereon; and (ii) we reserve the right to require you to sign any instrument manually and to deliver to us an original of such document. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by electronic transmission or via overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance. You authorize us to insert or correct missing information on this Agreement, including but not limited to agreement numbers, serial numbers and other Equipment information.

11. WARRANTY DISCLAIMERS: WE ARE RENTING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER(S) AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. YOU WILL CONTINUE TO 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. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON, INCLUDING ALL INSTANCES WHERE THE TERM OF A FINANCED ITEM OR ASSOCIATED SERVICE MAY NOT BE COTERMINOUS WITH THE TERM OF THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

12. LAW; JURISDICTION/VENUE; JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Owner or, if assigned, the assignee's principal place of business. You consent to the jurisdiction and venue of any state or federal court in the state of the Owner or, if assigned, where its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by Supplier(s) during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer. Paper and staples must be separately purchased by you. The per page/print charge and overages per page/print charge are based upon an 8 1/2" x 11" letter size page, print with an average 5% image fill, or its equivalent. If we determine that you have used 15% more consumable supplies than normal (as determined by the manufacturer's specifications) to produce pages/prints, you agree to pay us an amount from time to time which may be necessary to offset such increased usage. If necessary, the maintenance and supply portion of this Agreement may be assigned by us. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to you. You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the maintenance and supplies, which are being provided to you pursuant to a separate arrangement with Supplier ("Arrangement"). Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. Services may be delivered by Supplier's affiliates and/or subcontractors, at Supplier's sole discretion. You agree not to hold Owner (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we may provide you with one invoice covering amounts owing under this Agreement and the Arrangement. Each month, you are entitled to produce the minimum number of pages/prints shown on page 1 for each applicable page/print type. Regardless of the number of pages/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page/print that exceeds the applicable minimum number of pages/prints. Pages/prints made on equipment marked as not financed under this Agreement will be included in determining your page/print and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the Payment and the overage charges may be increased by a maximum of 20% of the existing payment or charge and where a contract is subject to flat rate pricing, modify the Payment accordingly based on Customer's usage during the previous 12-month period.

14. METER; ELECTRIC SERVICES: Most equipment will be connected to a remote transmission tool which will report the number of images made on the Equipment each month and upon which monthly invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, e-mail or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not received from you by us within 2 days. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you are unable to maintain remote transmission, we reserve the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order for Supplier to: (x) obtain such information, (y) provide such transmissions and/or (z) provide such maintenance services and supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, a manual meter collection fee as outlined on the Supplier's currently published fee schedule shall apply. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220 volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the equipment.

Amendment to Copy Plus Rental Agreement

This Amendment is made part of the Copy Plus Rental Agreement ("Agreement") by and between City of Lorain (as "Customer") and ComDoc, Inc. (as "Originator"), Agreement number _____. Originator and Customer may be referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, The Amendment shall be effective as of the same date as the Agreement. This Amendment is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. The provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Amendment and any provision of the Agreement, the provision of this Amendment shall control.

NOW, THEREFORE, the Parties, intending to be legally bound and for good and valuable consideration, the adequacy of which is hereby acknowledged, agree as follows:

Section 1: AGREEMENT

The second sentence is hereby amended to read as follows:

"You represent and warrant that you will use the Equipment for business purposes only."

Section 2. OWNERSHIP, PAYMENTS, TAXES AND FEES.

The following sentence is hereby amended to read as follows:

"If any part of a Payment is more than 10 days late, you agree to pay a late charge equal to: a) the higher of 5% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law."

Section 4: INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE

The twelfth sentence is hereby removed in its entirety:

"We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment."

Section 6: DEFAULT AND REMEDIES

The third sentence is hereby removed in its entirety:

"We may recover default interest on any unpaid amount at the rate of 12% per year."

The fifth sentence is hereby removed in its entirety:

"If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale."

The seventh sentence is hereby removed in its entirety:

"In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay 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."

The following sentence is hereby added after the last sentence:

"Section 6 is subject to any rights exercised in Section 15. Non-Appropriations."

Section 7: INSPECTIONS AND REPORTS

This section is hereby restated as follows:

"We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request, you will deliver requested information reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. Financial information will generally not be required unless your exposure with us exceeds \$1,000,000. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains."

Section 8. END OF TERM

The first sentence is hereby amended to read as follows:

"At the end of the initial term, this Agreement shall renew for successive 1-month renewal term(s) under the same terms hereof unless you send us written notice 90 to 150 days before the end of initial term or at least 30 days before the end of any renewal term that you want to return the Equipment, and you timely return the Equipment."

Section 10. MISCELLANEOUS

The eighth sentence is hereby removed in its entirety:

"You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement."

Section 11. WARRANTY DISCLAIMERS:

The sixth sentence is hereby amended as follows:

"WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR SYSTEM INTEGRATION."

Section 12. LAW; JURISDICTION/VENUE; JURY WAIVER.

The first sentence is hereby amended to read as follows:

"This Agreement shall be governed by the laws of the state of Ohio."

The following section is added in its entirety:

Section 15. Non-Appropriation

"Your obligation to remit the Payments and any other amounts due under the Agreement is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally available to be allocated to the payment of your obligations under the Agreement, you may terminate the Agreement effective on the first day of such forthcoming fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available, and (b) we have received written notice from you at least 30 days before the Termination Date. At our request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall promptly return the Equipment as set forth in this Agreement."

Severability. If any one or more provisions of this Amendment shall be deemed invalid, illegal, or unenforceable in any respect by a court of law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. The Parties agree to use their best efforts to achieve the purpose of the invalid provision by a new legally valid provision.

Headings. The headings contained in this Amendment are for ease of reference and shall not affect in any event the meaning or interpretation of this Amendment.

Intent of Parties. This Amendment is intended to be solely for the benefit of the Parties hereto, as existing now and as may be joined from time to time, and is not intended to confer any benefits upon, or create any rights in favor of, any person other than the Parties hereto.

Execution of this Amendment. A faxed, e-mailed, or otherwise electronically transmitted copy of this Amendment bearing facsimiles of the Parties' signatures may be treated as an original of this Amendment for all purposes. This Amendment may be executed in two or more counterparts, each which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be equally as effective as delivery of an original executed counterpart of this Amendment.

Authorization of Signor. Each Party hereto represents that the individual signing below on behalf of Customer and ORIGINATOR respectively has the necessary authority to enter into and perform under this Amendment.

IN WITNESS HEREOF, the Parties have signed this Amendment on the date stated below but as binding as of the Effective Date of the Agreement.

Customer Acceptance:
CITY OF LORAIN

Owner Acceptance:
COMDOC, INC.

Authorized Signer: _____

Accepted by: _____

Print Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

* Signer for the Agreement and this Amendment must be the same.



Business Solutions

Schedule A

APPLICATION NO.

AGREEMENT NO.

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and ComDoc, Inc..

EQUIPMENT DESCRIPTION					
Quantity	Model and Description	Location	Serial Number	Starting Meter	Meter Pools
1	AltaLink C8235T2 with Office Finisher (OFC-81)	JUDGE EWERS OFFICE 100 W ERIE AVE LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8235T2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)	LORAIN CITY POLICE DEPARTMENT 100 W ERIE AVE LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8235T2	LORAIN CITY CLERK OF COURTS 200 W ERIE AVE 2ND FL LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8235T2 with Integrated Office Finisher (INTFIN81)	LORAIN CITY CLERK OF COUNCIL 200 W ERIE AVE 1ST FL LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8235T2 with Integrated Office Finisher (INTFIN81)	LORAIN CITY BUILDING DEPARTMENT 200 W ERIE AVE 3RD FL LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8235T2 with Integrated Office Finisher (INTFIN81)	LORAIN CITY PROSECUTORS OFFICE 200 W ERIE AVE 2ND FL LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8235T2	City of Lorain - Treasurer 605 W 4th St Lorain, OH 44052-1605			B&W: Pool #1 Color: Pool #1
1	AltaLink C8235T2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)	LORAIN CITY POLICE DEPARTMENT 100 W ERIE AVE LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2 with Office Finisher (OFC-81)	LORAIN CITY POLICE DEPARTMENT 100 W ERIE AVE LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2 with Office Finisher (OFC-81)	City of Lorain - Water Div 1106 W 1st St Lorain, OH 44052-1434			B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2 with Office Finisher (OFC-81)	City of Lorain - Water Div 1106 W 1st St Lorain, OH 44052-1434			B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2 with Office Finisher (OFC-81)	LORAIN CITY ENGINEERING 200 W ERIE AVE LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2 with Office Finisher (OFC-81)	LORAIN CITY PROSECUTORS OFFICE 200 W ERIE AVE 2ND FL LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)	LORAIN CITY LAW DEPARTMENT 200 W ERIE AVE 3RD FL LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2 with Office Finisher (OFC-81)	LORAIN CITY LAW DEPARTMENT 200 W ERIE AVE 3RD FL LORAIN, OH 44052			B&W: Pool #1

					Color: Pool #1
1	AltaLink C8245H2 with Office Finisher (OFC-81)	LORAIN CITY MIS AUDITOR 200 WERIE AVE 6TH FL LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)	LORAIN CITY SAFETY-SERVICE 200 WERIE AVE 7TH FLR, ATTN ROBIN BAKER LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)	LORAIN CITY POLICE DEPARTMENT 100 WERIE AVE LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)	City of Lorain 605 W 4th St 1640 Lorain , OH 44052-1640			B&W: Pool #1 Color: Pool #1
1	AltaLink C8255H2 with BR BOOKLET MAKER Finisher w/ 2/3 Hole Punch (BRFB-81)	LORAIN CITY COMMUNITY DEVELOPMENT 200 WERIE AVE 5TH FL LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	AltaLink C8255H2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)	LORAIN CITY POLICE DEPARTMENT 100 WERIE AVE LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	VersaLink C625 with Printer Stand (ZDV), 500+GB Hard Disk	City of Lorain - Treasurer 605 W 4th St Lorain, OH 44052-1605			B&W: MPS Pool #1 Color: MPS Pool #1
1	VersaLink C625 with Printer Stand (ZDV), 500+GB Hard Disk	City of Lorain - Treasurer 605 W 4th St Lorain, OH 44052-1605			B&W: MPS Pool #1 Color: MPS Pool #1
1	VersaLink C625 with Printer Stand (ZDV), 500+GB Hard Disk	LORAIN CITY LAW DEPARTMENT 200 WERIE AVE 3RD FL LORAIN, OH 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	VersaLink C625 with Printer Stand (ZDV), 500+GB Hard Disk	LORAIN CITY CLERK OF COUNCIL 200 WERIE AVE 1ST FL LORAIN, OH 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	VersaLink C7125T2 with Integrated Office Finisher, POSTSCRIPT KIT	City of Lorain - Water Pollution Control 100 Alabama Ave Lorain, OH 44052-2042			B&W: Pool #1 Color: Pool #1
1	VersaLink C7125T2 with Integrated Office Finisher, POSTSCRIPT KIT	City of Lorain - Water Div 1106 W 1st St Lorain, OH 44052-1434			B&W: Pool #1 Color: Pool #1
1	VersaLink C7125T2 with Integrated Office Finisher, POSTSCRIPT KIT	City of Lorain - Water Div 1106 W 1st St Lorain, OH 44052-1434			B&W: Pool #1 Color: Pool #1
1	VersaLink C7125T2 with Integrated Office Finisher, POSTSCRIPT KIT	City of Lorain - PQM Sewage Treatment Plant 6301 W Erie Ave Lorain, OH 44053-2036			B&W: Pool #1 Color: Pool #1
1	VersaLink C7125T2 with Integrated Office Finisher, POSTSCRIPT KIT	LORAIN CITY POLICE DEPARTMENT 100 WERIE AVE LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	VersaLink C7125T2 with Integrated Office Finisher, POSTSCRIPT KIT	City of Lorain - PQM Sewage Treatment Plant 6301 W Erie Ave Lorain, OH 44053-2036			B&W: Pool #1 Color: Pool #1
1	VersaLink C7130T2 with POSTSCRIPT KIT	City of Lorain - Distribution 2111 W Park Dr Lorain, OH 44053-1138			B&W: Pool #1 Color: Pool #1

1	VersaLink C7130T2 with Integrated Office Finisher, POSTSCRIPT KIT	City of Lorain - Fire Prevention Office 1350 Broadway Lorain, OH 44052-3412			B&W: Pool #1 Color: Pool #1
1	VersaLink C7130T2 with POSTSCRIPT KIT	City of Lorain - Fire Prevention Office 1350 Broadway Lorain, OH 44052-3412			B&W: Pool #1 Color: Pool #1
1	VersaLink C7130T2 with Integrated Office Finisher, POSTSCRIPT KIT	LORAIN CITY CLERK OF COURTS 200 WERIE AVE 2ND FL LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	VersaLink C7130T2 with POSTSCRIPT KIT	City of Lorain - Distribution 2111 W Park Dr Lorain, OH 44053-1138			B&W: Pool #1 Color: Pool #1
1	VersaLink C7130T2 with Office Finisher - 50 sheet staple, 2/3 Hole Punch, POSTSCRIPT KIT	City of Lorain - Public Property 2132 W Park Dr Lorain, OH 44053-1139			B&W: Pool #1 Color: Pool #1
1	VersaLink C7130T2 with POSTSCRIPT KIT	LORAIN CITY POLICE DEPARTMENT 100 WERIE AVE LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	VersaLink C7130T2 with Integrated Office Finisher, POSTSCRIPT KIT	CITY OF LORAIN 200 WERIE AVE LORAIN, OH 44052			B&W: Pool #1 Color: Pool #1
1	(Service Only) Xerox XB315 Asset Tag: 976252 SN: QRW716569	640 N RIDGE RD, Lorain, OH, 44052			B&W: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 897488 SN: 4HX957597	100 Alabama Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 876663 SN: 4HX959666	100 W Erie Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 876665 SN: 4HX959810	100 W Erie Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 900470 SN: 4HX961340	100 W Erie Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 900471 SN: 4HX963023	1106 W 1st St, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 916035 SN: 4HX967736	1106 W 1st St, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 916037 SN: 4HX967734	1106 W 1st St, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 879671 SN: 4HX962616	1350 Broadway, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 904556 SN: 4HX822912	200 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 876664 SN: 4HX964308	200 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1

1	(Service Only) Xerox XC405 Asset Tag: 900463 SN: 4HX964220	5431 W. Erie Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 897487 SN: 4HX957551	2132 W Park Dr, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 900485 SN: 4HX964206	2410 Garfield Blvd, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 900483 SN: 4HX959832	3042 Grove Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 900473 SN: 4HX961243	605 W 4th St, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 876662 SN: 4HX959674	100 W. Erie Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 876666 SN: 4HX959814	100 W. Erie Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 876670 SN: 4HX964211	100 W. Erie Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 876678 SN: 4HX964212	100 W. Erie Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 879670 SN: 4HX959825	100 W. Erie Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 879672 SN: 4HX962618	100 W. Erie Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: k SN: 4HX964127	200 W. Erie 3rd Fl., Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 900468 SN: 4HX959665	200 W. Erie 4th Fl., Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC405 Asset Tag: 900472 SN: 4HX963032	200 W. Erie Basement, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVLB605 Asset Tag: 886119 SN: 5XB315861	100 W Erie Ave, Lorain, OH, 44052			B&W: MPS Pool #1
1	(Service Only) Xerox XVL505 Asset Tag: 904558 SN: 3RB723524	2111 W Park Dr, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVL605 Asset Tag: 889735 SN: 5RB754193	1106 W 1st St, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC600 Asset Tag: 889738 SN: 9RA683962	200 W ERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1

1	(Service Only) Xerox XC600 Asset Tag: 949074 SN: 9RA684410	200 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC600 Asset Tag: 879668 SN: 9RA684317	605 W 4th St 1640, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XC600 Asset Tag: 889737 SN: 9RA684295	605 W 4th St 1640, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVLB400DN Asset Tag: 959572 SN: 6HB633625	200 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1
1	(Service Only) Xerox XVLB400DN Asset Tag: 959573 SN: 6HB633623	200 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1
1	(Service Only) Xerox XVLB400DN Asset Tag: 961568 SN: 6HB059570	200 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1
1	(Service Only) Xerox XVLB410DN Asset Tag: 982104 SN: YFZ549927	200 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1
1	(Service Only) Xerox XVL400DN Asset Tag: 879669 SN: 7HB783236	100 Alabama Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVL400DN Asset Tag: 904857 SN: 7HB782916	100 Alabama Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVL400DN Asset Tag: 904858 SN: 7HB782990	100 Alabama Ave, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVL400DN Asset Tag: 898363 SN: 7HB783203	200 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVL400DN Asset Tag: 898365 SN: 7HB783239	200 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVL400DN Asset Tag: 959144 SN: 7HB043588	200 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVL400DN Asset Tag: 961064 SN: 7HB044467	200 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVL400DN Asset Tag: 964326 SN: 7HB048737	200 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVL400DN Asset Tag: 889739 SN: 7HB783201	200 WERIE AVE 2ND FL, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVL400DN Asset Tag: 889741 SN: 7HB783200	200 WERIE AVE 6TH FL, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVL400DN Asset Tag: 889740 SN: 7HB783235	605 W 4th St 1640, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVL400DN Asset Tag: 897561 SN: 7HB783207	605 W 4th St 1640, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1

1	(Service Only) Xerox XVLC400DN Asset Tag: 898360 SN: 7HB783237	605 W 4th St 1640, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVLC400DN Asset Tag: 898361 SN: 7HB782956	605 W 4th St 1640, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVLC400DN Asset Tag: 898362 SN: 7HB783371	605 W 4th St 1640, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) Xerox XVLC400DN Asset Tag: 898364 SN: 7HB783211	605 W 4th St 1640, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) HP CLJPROM452 Asset Tag: 958045 SN: VNB3C33448	100 WERIE AVE, Lorain, OH, 44052			B&W: MPS Pool #1 Color: MPS Pool #1
1	(Service Only) HP HPLJEM608 Asset Tag: 901727 SN: CNBCL8X1K8	200 WERIE AVE 2ND FL, Lorain, OH, 44052			B&W: MPS Pool #1
1	(Service Only) HP HPLJEM608 Asset Tag: 901728 SN: CNBCL8X1WN	200 WERIE AVE 2ND FL, Lorain, OH, 44052			B&W: MPS Pool #1
1	(Service Only) Xerox 3330DNI Asset Tag: 961575 SN: 9BR282131	605 W 4th St, Lorain, OH, 44052			B&W: MPS Pool #1

METER POOL INFORMATION

Name	Allowance	Excess Rate	Excess Frequency
B&W: Pool #1	0	\$0.00290	Monthly
B&W: MPS Pool #1	0	\$0.00750	Monthly
Color: Pool #1	0	\$0.02900	Monthly
Color: MPS Pool #1	0	\$0.05500	Monthly

SOFTWARE / IT

Quantity	Description	Location
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CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

City of Lorain

CUSTOMER (as referenced above)

X

SIGNATURE

PRINT NAME / TITLE

DATED

\$1 Purchase Option Amendment

This Amendment is made a part of that certain Document Management Agreement ("Agreement") between ComDoc, Inc. ("We", "Us" and "Our") and _____ ("You" and "Your") (collectively the "Parties") executed by You on _____, 20____.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

'Automatic Agreement Renewal' shall be deleted and replaced with the following: Provided you are not in default hereunder, you may purchase all of the Equipment at the end of the Initial Term for one dollar (\$1), and you will be deemed to have exercised your option to purchase the Equipment as of the Acceptance Date.

'Loss; Damage; Insurance' the following shall added after the fourth sentence: Insurance proceeds from required insurance or Equipment insurance received shall be applied, at Our option, to (x) restore the Equipment so that it is in the same condition as when delivered to you (normal wear and tear excepted), or (y) if the Equipment is not restorable, to replace it with like-kind condition Equipment from the same manufacturer, or (z) pay to Us the greater of (i) the total unpaid Payments for the entire Term hereof (discounted to present value at the Discount Rate) plus any other amounts due to Us hereunder, or (ii) the Determined FMV immediately prior to the loss or damage.

'Taxes and Fees' shall be deleted and replaced with the following: You agree to pay a one-time documentation fee. You will be responsible for, indemnify and hold Us harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), which will be included in Our invoices to you unless you timely provide continuing proof of your tax exempt status. Regardless of your tax-exempt status, We reserves the right to pass through, and you agree to pay, any Taxes that are actually assessed by the applicable State on Us as lessor of the Equipment. For jurisdictions where certain taxes are calculated and paid at the time of agreement initiation, you authorize Us to finance and adjust your Payment to include such Taxes over the Term. Unless and until We notify you in writing to the contrary, the following shall apply to personal property taxes and returns. You will file all personal property tax returns covering the Equipment, pay the personal property taxes levied or assessed thereon, and provide us proof thereof upon our request. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT.

'Default' shall be deleted and replaced with the following: You will be in default hereunder if We do not receive any payment within 10 days after its due date, or you breach any other material obligation hereunder or any other agreement with Us. If you default, and such default continues for 10 days after We provide notice to you, We may, in addition to other remedies (including disabling or repossessing the Equipment and/or requesting Supplier to cease performing under the Maintenance Agreement), immediately require you to do one or more of the following; (a) as liquidated damages for loss of bargain and not as a penalty, pay the sum of (i) all amounts then past due, plus interest from the due date until paid at the rate of 1.5% per month; (ii) the Payments remaining in the Term (including the fixed maintenance component thereof, if permitted under the Maintenance Agreement), discounted at the Discount Rate to the date of default, and (iv) Taxes; and (b) require you to return the Equipment as provided in Sections 5 and 6 hereof. You agree to pay all reasonable costs, including attorneys' fees and disbursements, incurred by Us to enforce this Agreement.

'Finance Lease' the second sentence of the paragraph shall be deleted and replaced with the following: You grant Us a first priority security interest in your interest in the Equipment in order to secure your performance hereunder. You authorize Us to file a UCC financing statement to show, and to do all other acts to protect, our interest in the Equipment. You agree to pay any filing fees and administrative costs for the filing of such financing statements. You agree to keep Equipment free from any liens or encumbrances and to promptly notify Us if there is any change in your organization such that a refiling or amendment to Our financing statement against you becomes necessary.

Except for the foregoing sections, all remaining terms and conditions of the Lease shall remain unchanged.

ComDoc, Inc.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

* Signor for the Agreement and this Amendment must be the same

NON-APPROPRIATIONS AMENDMENT

AGREEMENT NO.

CUSTOMER INFORMATION

FULL LEGAL NAME	STREET ADDRESS	
City of Lorain	200 W Erie Ave	
CITY	STATE	ZIP
Lorain	Oh	44054

This is an amendment, dated and effective as of , to the Agreement number listed above (the "Agreement"), between the above referenced Customer and ComDoc Inc. ("Lessor"). All capitalized but undefined terms used in this Amendment shall have the meanings set forth in the Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree to amend the Agreement as follows:

Non-Appropriation. Your obligation to remit the Payments and any other amounts due under the Agreement is contingent upon approval of the appropriation of funds by your governing body. In the event funds are not appropriated for any forthcoming fiscal period equal to amounts due under the Agreement, and you have no other funds legally available to be allocated to the payment of your obligations under the Agreement, you may terminate the Agreement effective on the first day of such forthcoming fiscal period ("Termination Date") if: (a) you have used due diligence to exhaust all funds legally available, and (b) we have received written notice from you at least 30 days before the Termination Date. At our request, you shall promptly provide supplemental documentation as to such non-appropriation. Upon the occurrence of such non-appropriation, you shall not be obligated for payment for any forthcoming fiscal period for which funds have not been so appropriated, and you shall promptly return the Equipment as set forth in this Agreement.

IN WITNESS WHEREOF, Customer and Lessor have caused this Addendum to be executed by their duly authorized representatives.

ComDoc Inc.			
LESSOR	SIGNATURE	PRINT NAME / TITLE	DATED
City of Lorain	X		
CUSTOMER (as referenced above)	SIGNATURE	PRINT NAME / TITLE	DATED



The City of Lorain, Ohio

Information Technology Department

200 West Erie Avenue, 6th Floor
Lorain, OH 44052-1606

Phone: (440) 204-2004

October 14, 2025

Lorain city Council,

Members of Council,

Attached find two Ordinances for the purchase, lease and maintenance of the city's printing and multi-function devices. These are five year agreements, similar to what has been in place for the past five years.

The City received approximately ten proposals for the upgrade and replacement and upgrade of all printing and multi-function devices covering all City Departments. The decision was made to keep COMDOC as our partner for printing systems. We have an excellent working relationship with COMDOC and the prices for maintenance and lease was the best of the proposals we received.

I ask for your passage of the two ordinances and look forward to implementing these systems for the City Departments.

If you have any questions, please feel free to reach out to me.

David Comer
Information Technology Director
DComer@Cityoflorain.org
(440)204.2095



CITY OF LORAIN

City Council Regular Meeting

10. e.

Meeting Date: 10/20/2025

Submitted by: Dave Comer, I.T. Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A FIVE-YEAR AGREEMENT WITH COMDOC FOR REPLACEMENT AND UPGRADE OF THE CITY'S PRINTING AND MULTI-FUNCTION SYSTEMS, MAINTAINING THOSE DEVICES AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

Upgrading and replacing all the City's printing system, including maintenance costs as attached in exhibit A

RECOMMENDATION TO COUNCIL:

Recommend passage

Fiscal Impact

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

Estimated Total Expenditure: \$210,000

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

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

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

Attachments

Ordinance

Exhibit A

Form Review

Inbox

Carrion
Dave Comer - I.T. (Originator)
Carrion
Mayor Bradley
JKoziura
P. Riley
Form Started By: Dave Comer
Final Approval Date: 10/16/2025

Reviewed By

Dave Comer
Dave Comer
Rey Carrion
Jack Bradley
Joseph Koziura
Michele Beko

Date

10/15/2025 03:07 PM
10/15/2025 03:12 PM
10/16/2025 08:50 AM
10/16/2025 09:08 AM
10/16/2025 09:51 AM
10/16/2025 10:58 AM
Started On: 10/14/2025 02:09 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO A FIVE-YEAR AGREEMENT WITH COMDOC, INC. FOR THE MAINTENANCE AND SERVICING OF THE CITY'S PRINTING AND MULTI-FUNCTION SYSTEMS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lorain has printers and multi-function devices in all City Departments; and,

WHEREAS, the City solicited and received multiple quotes for the provision of maintenance and servicing of the City's printing and multi-function devices for all City of Lorain Departments; and,

WHEREAS, the City desires to enter into a five-year contract with COMDOC, Inc. for the provision of maintenance and servicing of the City's printing and multi-function devices for all City of Lorain Departments; and,

WHEREAS, COMDOC, Inc. is part of the Equalis Group Purchasing Contract, #R10-1169C, which is part of a national purchasing program that exempts the City from having to competitively bid for these services; 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 a five-year agreement with COMDOC, Inc. for the provision of maintenance and servicing to the City's printing and multi-function devices, 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 five-year Agreement shall not exceed \$210,000 and shall be paid from Information Technology Department Maintenance Agreements, 1010.E350.6300.1200:

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 without interruption for the efficient operation of governmental computer systems. Therefore, this ordinance shall take effect immediately upon passage and approval by the Mayor.

PASSED: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, 2025

CLERK OF COUNCIL

APPROVED: _____, 2025

MAYOR

CUSTOMER			SALES & SERVICE AGREEMENT			BILL TO		
CUSTOMER NAME City of Lorain			CUSTOMER NAME CITY OF LORAIN					
ADDRESS 200 W Erie Ave Ste 714			ADDRESS 200 W ERIE AVE					
CITY, STATE ZIP Lorain, OH 44052			CITY, STATE ZIP LORAIN, OH 44052					
PRIMARY CONTACT PERSON DAVID COMER	PRIMARY PHONE NUMBER 440-204-2090	PRIMARY EMAIL DCOMER@CITYOFLORAIN.ORG	BILL TO CONTACT PERSON DAVID COMER	BILL TO PHONE NUMBER 440-204-2090	BILL TO EMAIL DCOMER@CITYOFLORAIN.ORG			
SALESPERSON David Nagy	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE # 20387153	SERVICE CONTRACT CONTRACT #	☒ Replace CN45052-01	MPS CONTRACT CONTRACT #	☒ Replace CN45052-01		
LEASE PAYMENT \$4,187.00 Monthly		MONTHLY SERVICE PAYMENT Included in Lease		MONTHLY MPS PAYMENT Included in Lease				
TERMS OF PAYMENT: NET THIRTY (30) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE								

PRODUCTS				
QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	TOTAL PRICE
SEE PRODUCT SCHEDULE (SCHEDULE A)				

☒ SEE PRODUCT SCHEDULE (SCHEDULE A)		☐ SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM		SUBTOTAL		
				SPECIAL SERVICES FEES		\$0.00
NOTE / ADJUSTMENT DETAILS The Service/MPS Escalation Rate is 0%.						
				OTHER ADJUSTMENTS		\$0.00
CONTRACT TYPE		EFFECTIVE DATES			TRANSACTION TYPE	
☐ CASH SALE	☐ RENTAL	TERM IN MONTHS		60 Months	Actual start date based on delivery or lease commencement.	
☒ LEASE	☐ MAINTENANCE ONLY	PROPOSED START DATE				
CONTRACT TERMS					NOTES	
SERVICE	MPS					
☒	☒	All parts, labor, drums and supplies; excluding paper and staples				
☐	☐	All parts and labor, including drums; excluding supplies, paper, and staples				
☐	☐	Remote Solve Opt-Out				
☐	☐	Includes other (indicate)				

CONTRACT POOLS				☒ SERVICE	☒ MPS
POOL	MONTHLY VOLUME	OVG. RATE	MONTHLY PAYMENT	BASE FRQNCY	OVG. FRQNCY
B&W: Pool #1	0	\$0.00290	Included in Lease	Monthly	Monthly
B&W: MPS Pool #1	0	\$0.00750	Included in Lease	Monthly	Monthly
Color: Pool #1	0	\$0.02900	Included in Lease	Monthly	Monthly
Color: MPS Pool #1	0	\$0.05500	Included in Lease	Monthly	Monthly

REMOTE SERVICE TECHNOLOGY XDA (Monitoring Only): 0 Devices Covered			PRIMARY METER CONTACT		
TECHNOLOGY CONTACT PERSON DAVID COMER	TECH PHONE # 440-204-2090	TECH EMAIL DCOMER@CITYOFLORAIN.ORG	METER CONTACT PERSON DAVID COMER	METER PHONE # 440-204-2090	METER EMAIL DCOMER@CITYOFLORAIN.ORG
Company will install an app to automatically collect device meters for contract billing and automated supply replenishment. Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.					
QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	☐	SEE SOW FOR DETAILS	TOTAL PRICE
SEE PRODUCT SCHEDULE (SCHEDULE A)					

CUSTOMER ACCEPTANCE	
<i>By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.</i>	
AUTHORIZED CUSTOMER SIGNATURE: _____	TITLE: _____
SIGNER'S NAME (PRINTED): _____	DATE: _____
COMPANY SALES: _____	DATE: _____

Sales & Service Terms and Conditions

1. **Definitions.** The first page of this Sales & Service Agreement is referred to herein as the "Cover Page." The Cover Page, these Terms and Conditions, any Schedules (e.g., a Product Schedule), Statements of Work ("SOW"), and/or any other attachments referenced on the Cover Page or attached hereto and incorporated herein represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and/or Services. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on a Product Schedule.
2. **Scope.** This Agreement may be executed for:
- A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title to the Equipment will transfer to Customer upon delivery.
 - A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between (i) Customer and a third-party lessor or (ii) Customer and Company, which Company shall then assign to a third-party lessor (each a "Lessor"). Nothing herein shall alter, amend, or affect Customer's or Lessor's rights or obligations pursuant to such lease. Upon execution of a lease agreement between Customer and Lessor, Customer shall be responsible to Lessor to satisfy the terms and conditions of the lease.
 - A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Payment terms are set forth in Section 7, below. Title will remain with Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term; and/or
 - An ACQUISITION OF SERVICES. Services may include those Services referenced in Section 4 of this Agreement and/or such additional Services outlined in one or more SOWs or Schedules attached hereto. Payment terms for Services shall be in accordance with Section 7, below.
3. **Delivery and Installation.** Unless specified otherwise on the Cover Page, for any Sale, Lease, or Rental, Company shall deliver and install the Products at the location specified by Customer on the Cover Page and/or Product Schedule unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. All risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges. Relocation of Products to a location other than that specified on the Cover Page and/or Product Schedule requires Company's consent and may result in fees or increased rates.
4. **Services.** This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft. (b) maintenance requested outside Company's normal business hours or this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Customer is responsible for the cost of excess supplies. Supplies will be shipped to Customer via UPS Ground, or another method selected by Company. Unless otherwise stated herein, Customer will be billed for shipping, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise stated on the Cover Page, Company may charge and Customer shall pay a charge for each instance in which Customer declines Company's use of remote technology to provide Services. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available, or are not available on commercially reasonable terms.
5. **Meter, Electric Services.** Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you do not maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively. If you elect to not install a remote transmission tool, the contract is subject to the unconnected device charge outlined on the Company's currently published fee schedule. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.
6. **Additions and Modifications.** If, at any time during the Term, Customer upgrades, modifies, or adds equipment that utilizes the same Supplies as the Equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and determine whether equipment is eligible for Services. If approved for Services and agreed by the Parties, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be set up with our monitoring app for meters and Supplies. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, Customer must work with us to resolve the issue as soon as possible.
7. **Term and Payment.** Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for twelve (12) months. Company reserves the right to terminate Services upon thirty (30) days written notice. In the event the fees herein are included in Customer's lease payment, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Customer agrees to pay Company all amounts due within thirty (30) days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the Services fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Except where the Cover Page denotes flat rate pricing, any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance, and Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy, except where Equipment is designated on the Cover Page as having a Color Large impression pool (Color LG) and an Extra Long impression pool (XL IMP Color), in which case prints/copies are defined as follows: (a) Black Image for sheet sizes up to 13"x19", each image calculates as (1) Black Print Meter; (b) Color Image for sheet sizes less than 145 square inches in total area, each image calculates as (1) Color Print Meter (e.g. 8.5 x 14 in is NOT oversize (119sq. in)); (c) Color Large for sheet sizes greater than or equal to 145 square inches each sheet calculates as (1) Color Print Meter and (1) Color Large Print Meter (e.g., 11 x 17 in is oversize (187 sq. in)); and (d) Black and Color Extra Long for sheets with a length greater than 19.33", each image calculates as (2) Extra Long Meter and (1) Color Print Meter. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall not be subject to any abatement or offset. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or \$25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may, on an annual basis, (a) increase the Base Charge and/or the Overage Rates, in an amount not to exceed 20% per annum and/or (b) where a contract is subject to flat rate pricing, shift Customer's obligation to the applicable flat rate band corresponding to Customer's usage during the previous calendar year. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer declines invoice delivery via email and/or automatic payment withdrawal, or requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.
8. **Taxes.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.
9. **Applicable Laws.** Both Parties agree that they will comply with all applicable laws and regulations during the Term.
10. **Limited License to Use Software.** Company grants (and is authorized by its licensor(s) to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Customer is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software/documentation accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.
11. **Diagnostic Software.** Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.
12. **Software Support.** Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

13. INTELLECTUAL PROPERTY.

- a. **CUSTOMER'S CONTENT AND CUSTOMER ASSETS.** Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.
- b. **XEROX TOOLS.** "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a SOW where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools or allow others to do so. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.
- c. **LIMITED LICENSE TO ASSESSMENTS AND REPORTS.** Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.
- d. **NO GRANTS TO CUSTOMER.** Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.
14. **CONFIDENTIAL INFORMATION.** Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.
15. **Warranty.** Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. Company shall pass through any applicable manufacturer's warranty to Customer. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.
16. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER EITHER PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF THE FEES PAID FOR SERVICES UNDER THIS AGREEMENT BY CUSTOMER TO COMPANY DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM.
17. **Default Remedies.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Products listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.
18. **Assignment.** Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.
19. **Notices.** All notices required or permitted under this Agreement shall be by overnight courier such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice shall be effective two (2) days after it has been sent via overnight courier.
20. **Indemnification.** Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.
21. **Fax/Electronic Execution.** A faxed or electronically transmitted version of this Agreement may be considered the original and Customer will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.
22. **Warranty to Execute.** Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.
23. **Miscellaneous.** (a) Choice of Law. This Agreement shall be governed by the laws of the state of OH (without regard to conflict of laws principles); (b) Jury Trial. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

AMENDMENT TO SALES AND SERVICE AGREEMENT

THIS AMENDMENT 1 ("Amendment 1") amends the Sales and Service Agreement ("Agreement") between ComDoc, Inc. ("Company") and City of Lorain ("Customer"), dated [REDACTED], 2025. Capitalized terms used herein have the same meaning as set forth in the Agreement.

1. Paragraph 7 (Term and Payment) –

- a. The first sentence of this section is revised to have renewal on a month to month basis and now reads as follows:

"Except as may otherwise be provided for herein, this Agreement shall automatically renew for successive month-to-month terms, which either party may terminate on thirty (30) days written notice."

- b. The following language is added to the end of this section:

"Failure on the part of the Company to fulfill contractual obligations shall be considered just cause for termination of the contract. In order to terminate a service or device due to Company's performance failure, Customer notify Company in writing of the specific performance failure and provide Company 30-calendar days to correct the performance shortfall."

- 2. Paragraph 8 (Taxes) –** The second sentence of this section is revised to read: "You will be responsible for all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status." And the following language is added to the end of this section: "To the extent Customer is not tax-exempt, it shall reimburse Company for any taxes or penalties imposed as a result of Customer's failure to pay taxes."

- 3. Paragraph 14 (Confidential Information) –** The fourth sentence is revised to add reference to the Ohio Public Records Act and is revised to read

"These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency or (5) information requested under the Ohio Public Records Act Ohio Revised Code 149.43."

- 4. Paragraph 16 (Limitation of Liability) –** This section is deleted and replaced with the following language:

AMENDMENT TO SALES AND SERVICE AGREEMENT

16. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND IRRESPECTIVE OF WHETHER EITHER PARTY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER FOR ANY DIRECT DAMAGES IN EXCESS OF \$100,000.00.

5. Paragraph 17 (Default; Remedies) – This section is revised to delete subsections of the first sentence (1), (3) and (4), the second sentence as well as the last sentence of this section. This section now reads as follows:

“17. Default; Remedies. Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by Customer of any obligation herein; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, and/or (2) pursue any other remedy permitted at law or in equity. Customer agrees that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company’s rights and remedies survive the termination of this Agreement.”

6. Paragraph 18 (Assignment) – This section is revised to read:

“18. Assignment. Customer may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement with the written consent of Customer, which shall not be unreasonably withheld.. Notwithstanding the foregoing, Company reserves the right to assign this Agreement to a parent, subsidiary, or affiliate.

7. Paragraph 20 (Indemnification) - Paragraph 20 (Indemnification): This section is deleted in its entirety and replaced with "Reserved."

8. Paragraph 23 (Miscellaneous) – This section is revised to change (a) to refer to “OH” and to remove subsection (b), and now reads:

“23. Miscellaneous. (a) Choice of Law. This Agreement shall be governed by the laws of the state of Ohio (without regard to conflict of laws principles); (b) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (c) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (d) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer’s obligations; (e) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents,

**AMENDMENT TO
SALES AND SERVICE AGREEMENT**

climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

Except as expressly set forth herein, all other terms and conditions of the Agreement remain unchanged and in full force and effect. Any handwritten, typed, or "red-lined" additions and/or deletions on the terms and conditions of the Agreement are null and void and of no force or effect. The changes contained in this Addendum shall apply only to the Agreement to which it is incorporated and are not a precedent for future transactions.

City of Lorain

ComDoc, Inc.

Name (Please Print)

Name (Please Print)

Signature

Signature

Title

Title

Date

Date

PRODUCT SCHEDULE (SCHEDULE A)

This Product Schedule/Schedule A is attached to and becomes part of the Agreement.

PRODUCTS								
QTY	MFG / MODEL	DESCRIPTION	ID#	SERIAL NUMBER	STARTING BLACK METER	STARTING COLOR METER	ADDRESS	METER POOLS
1	AltaLink C8235T2	AltaLink C8235T2 with Office Finisher (OFC-81)					JUDGE EWERS OFFICE 100 W ERIE AVE LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
2	AltaLink C8235T2	AltaLink C8235T2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)					LORAIN CITY POLICE DEPARTMENT 100 W ERIE AVE LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8235T2	AltaLink C8235T2					LORAIN CITY CLERK OF COURTS 200 W ERIE AVE 2ND FL LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8235T2	AltaLink C8235T2 with Integrated Office Finisher (INTFIN81)					LORAIN CITY CLERK OF COUNCIL 200 W ERIE AVE 1ST FL LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8235T2	AltaLink C8235T2 with Integrated Office Finisher (INTFIN81)					LORAIN CITY BUILDING DEPARTMENT 200 W ERIE AVE 3RD FL LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8235T2	AltaLink C8235T2 with Integrated Office Finisher (INTFIN81)					LORAIN CITY PROSECUTORS OFFICE 200 W ERIE AVE 2ND FL LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8235T2	AltaLink C8235T2					City of Lorain - Treasurer 605 W 4th St Lorain, OH 44052-1605	B&W: Pool #1 Color: Pool #1
2	VersaLink C625	VersaLink C625 with Printer Stand (ZDV), 500+GB Hard Disk					City of Lorain - Treasurer 605 W 4th St Lorain, OH 44052-1605	B&W: MPS Pool #1 Color: MPS Pool #1
1	VersaLink C7125T2	VersaLink C7125T2 with Integrated Office Finisher, POSTSCRIPT KIT					City of Lorain - Water Pollution Control 100 Alabama Ave Lorain, OH 44052-2042	B&W: Pool #1 Color: Pool #1
2	VersaLink C7125T2	VersaLink C7125T2 with Integrated Office Finisher, POSTSCRIPT KIT					City of Lorain - Water Div 1106 W 1st St Lorain, OH 44052-1434	B&W: Pool #1 Color: Pool #1
2	VersaLink C7125T2	VersaLink C7125T2 with Integrated Office Finisher, POSTSCRIPT KIT					City of Lorain - PQM Sewage Treatment Plant 6301 W Erie Ave Lorain, OH 44053-2036	B&W: Pool #1 Color: Pool #1
1	VersaLink C7125T2	VersaLink C7125T2 with Integrated Office Finisher, POSTSCRIPT KIT					LORAIN CITY POLICE DEPARTMENT 100 W ERIE AVE LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
2	VersaLink C7130T2	VersaLink C7130T2 with POSTSCRIPT KIT					City of Lorain - Distribution 2111 W Park Dr Lorain, OH 44053-1138	B&W: Pool #1 Color: Pool #1
1	VersaLink C7130T2	VersaLink C7130T2 with Integrated Office Finisher, POSTSCRIPT KIT					City of Lorain - Fire Prevention Office 1350 Broadway Lorain, OH 44052-3412	B&W: Pool #1 Color: Pool #1
1	VersaLink C7130T2	VersaLink C7130T2 with POSTSCRIPT KIT					City of Lorain - Fire Prevention Office 1350 Broadway Lorain, OH 44052-3412	B&W: Pool #1 Color: Pool #1
1	VersaLink C7130T2	VersaLink C7130T2 with Integrated Office Finisher, POSTSCRIPT KIT					LORAIN CITY CLERK OF COURTS 200 W ERIE AVE 2ND FL LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1

1	VersaLink C7130T2	VersaLink C7130T2 with Office Finisher - 50 sheet staple, 2/3 Hole Punch, POSTSCRIPT KIT					City of Lorain - Public Property 2132 W Park Dr Lorain, OH 44053-1139	B&W: Pool #1 Color: Pool #1
1	VersaLink C7130T2	VersaLink C7130T2 with POSTSCRIPT KIT					LORAIN CITY POLICE DEPARTMENT 100 WERIE AVE LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	VersaLink C7130T2	VersaLink C7130T2 with Integrated Office Finisher, POSTSCRIPT KIT					CITY OF LORAIN 200 WERIE AVE LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8255H2	AltaLink C8255H2 with BR BOOKLET MAKER Finisher w/ 2/3 Hole Punch (BRFB-81)					LORAIN CITY COMMUNITY DEVELOPMENT 200 WERIE AVE 5TH FL LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8255H2	AltaLink C8255H2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)					LORAIN CITY POLICE DEPARTMENT 100 WERIE AVE LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2	AltaLink C8245H2 with Office Finisher (OFC-81)					LORAIN CITY POLICE DEPARTMENT 100 WERIE AVE LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
2	AltaLink C8245H2	AltaLink C8245H2 with Office Finisher (OFC-81)					City of Lorain - Water Div 1106 W 1st St Lorain, OH 44052-1434	B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2	AltaLink C8245H2 with Office Finisher (OFC-81)					LORAIN CITY ENGINEERING 200 WERIE AVE LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2	AltaLink C8245H2 with Office Finisher (OFC-81)					LORAIN CITY PROSECUTORS OFFICE 200 WERIE AVE 2ND FL LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2	AltaLink C8245H2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)					LORAIN CITY LAW DEPARTMENT 200 WERIE AVE 3RD FL LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2	AltaLink C8245H2 with Office Finisher (OFC-81)					LORAIN CITY LAW DEPARTMENT 200 WERIE AVE 3RD FL LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2	AltaLink C8245H2 with Office Finisher (OFC-81)					LORAIN CITY MIS AUDITOR 200 WERIE AVE 6TH FL LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2	AltaLink C8245H2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)					LORAIN CITY SAFETY-SERVICE 200 WERIE AVE 7TH FLR, ATTN ROBIN BAKER LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2	AltaLink C8245H2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)					LORAIN CITY POLICE DEPARTMENT 100 WERIE AVE LORAIN, OH 44052	B&W: Pool #1 Color: Pool #1
1	AltaLink C8245H2	AltaLink C8245H2 with Office Finisher (OFC-81), Hole Punch (2/3 Hole) for Office Finisher (OFC-HPKIT)					City of Lorain 605 W 4th St 1640 Lorain , OH 44052-1640	B&W: Pool #1 Color: Pool #1
1	VersaLink C625	VersaLink C625 with Printer Stand (ZDV), 500+GB Hard Disk					LORAIN CITY LAW DEPARTMENT 200 WERIE AVE 3RD FL LORAIN, OH 44052	B&W: MPS Pool #1 Color: MPS Pool #1

1	VersaLink C625	VersaLink C625 with Printer Stand (ZDV), 500+GB Hard Disk					LORAIN CITY CLERK OF COUNCIL 200 W ERIE AVE 1ST FL LORAIN, OH 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XB315	(Service Only) Main Office	976252	QRW716569	0	0	640 N RIDGE RD, Lorain, OH, 44052	B&W: MPS Pool #1
1	Xerox XC405	(Service Only) LAB	897488	4HX957597	19583	9159	100 Alabama Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) ELWELL BALIFF	876663	4HX959666	35924	24048	100 W Erie Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) NIEVES OFFICE	876665	4HX959810	64466	77320	100 W Erie Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) FL 2 / Probation dept	900470	4HX961340	6018	2581	100 W Erie Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) PURIFICATION - LAB	900471	4HX963023	20840	8250	1106 W 1st St, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) Purification Division #1	916035	4HX967736	3269	3860	1106 W 1st St, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) Purification Division #1	916037	4HX967734	3825	1374	1106 W 1st St, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) FIRE CHIEF	879671	4HX962616	6884	2300	1350 Broadway, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) HR - 7th Fl	904556	4HX822912	33573	34009	200 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) LAURIE MAGISTRATE OFFICE - 2FL	876664	4HX964308	87101	8366	200 W ERIE AVE , Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) FIRE OFFICE	900463	4HX964220	4836	5617	5431 W. Erie Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) GARAGE	897487	4HX957551	15332	3738	2132 W Park Dr, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) FIRE OFFICE	900485	4HX964206	3753	1590	2410 Garfield Blvd, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) FIRE STATION 3	900483	4HX959832	3476	2045	3042 Grove Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) TERRIS OFFICE	900473	4HX961243	91027	1679	605 W 4th St, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) JAIL	876662	4HX959674	22605	21004	100 W. Erie Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) Bailiff 2	876666	4HX959814	21296	19	100 W. Erie Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) CHIEF ADMIN / NEW ADDRESS 100 WEST ERIE AVE	876670	4HX964211	36417	40790	100 W. Erie Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1

1	Xerox XC405	(Service Only) COURTROOM 1	876678	4HX964212	60641	58	100 W. Erie Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) Probation 2	879670	4HX959825	18650	2895	100 W. Erie Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) JUDGE ELWELL	879672	4HX962618	12818	10268	100 W. Erie Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) CIVIL SERVICE	k	4HX964127	81711	2695	200 W. Erie 3rd Fl., Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) ENGINEERING RECEPTION	900468	4HX959665	58667	4404	200 W. Erie 4th Fl., Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC405	(Service Only) CH MAINTENANCE	900472	4HX963032	7353	1317	200 W. Erie Basement, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLB605	(Service Only) patrol room	886119	5XB315861	112858	0	100 W Erie Ave, Lorain, OH, 44052	B&W: MPS Pool #1
1	Xerox X VLC505	(Service Only) Admin	904558	3RB723524	21717	10288	2111 W Park Dr, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox X VLC605	(Service Only) UT METER	889735	5RB754193	26382	11137	1106 W 1st St, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC600	(Service Only) 2ND FL CLERK OF COURTS	889738	9RA683962	167147	19153	200 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC600	(Service Only)	949074	9RA684410	16600	50021	200 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC600	(Service Only)	879668	9RA684317	47497	6450	605 W 4th St 1640, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XC600	(Service Only) COUNTER 1	889737	9RA684295	137419	23298	605 W 4th St 1640, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLB400DN	(Service Only)	959572	6HB633625	121	0	200 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1
1	Xerox XVLB400DN	(Service Only) Storage	959573	6HB633623	752	0	200 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1
1	Xerox XVLB400DN	(Service Only)	961568	6HB059570	6809	0	200 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1
1	Xerox XVLB410DN	(Service Only) Prosecutor's office	982104	YFZ549927	7959	0	200 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1
1	Xerox X VLC400DN	(Service Only) MAINTENANCE	879669	7HB783236	629	146	100 Alabama Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox X VLC400DN	(Service Only) OPERATORS	904857	7HB782916	4312	1933	100 Alabama Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox X VLC400DN	(Service Only) CULP OFFICE	904858	7HB782990	1412	2282	100 Alabama Ave, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox X VLC400DN	(Service Only) Mayors Office/TINA OFFICE	898363	7HB783203	17692	27155	200 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1

1	Xerox XVLC400DN	(Service Only)	898365	7HB783239	60191	59803	200 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLC400DN	(Service Only)	959144	7HB043588	8235	10677	200 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLC400DN	(Service Only)	961064	7HB044467	19838	32785	200 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLC400DN	(Service Only)	964326	7HB048737	2696	2421	200 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLC400DN	(Service Only) 200 W. Erie st 2nd Fl Clerk Of Courts	889739	7HB783201	66324	7348	200 W ERIE AVE 2ND FL, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLC400DN	(Service Only) COURTROOM 1 DESK	889741	7HB783200	31101	76990	200 W ERIE AVE 6TH FL, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLC400DN	(Service Only) MIHOK OFFICE	889740	7HB783235	29212	2052	605 W 4th St 1640, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLC400DN	(Service Only) COURTROOM 2 DESK	897561	7HB783207	22774	14045	605 W 4th St 1640, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLC400DN	(Service Only) 2nd floor Clerk of Courts	898360	7HB783237	30532	12134	605 W 4th St 1640, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLC400DN	(Service Only) LPD EVIDENCE	898361	7HB782956	1864	4380	605 W 4th St 1640, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLC400DN	(Service Only) AUDITOR RECEP	898362	7HB783371	12076	28402	605 W 4th St 1640, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	Xerox XVLC400DN	(Service Only) MIHOK BALIFF	898364	7HB783211	22514	30	605 W 4th St 1640, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	HP CLJPRO452	(Service Only) Magistrait Office	958045	VNB3C33448	3213	3481	100 W ERIE AVE, Lorain, OH, 44052	B&W: MPS Pool #1 Color: MPS Pool #1
1	HP HPLJEM608	(Service Only) Court Administrator	901727	CNBCL8X1K 8	29378	0	200 W ERIE AVE 2ND FL, Lorain, OH, 44052	B&W: MPS Pool #1
1	HP HPLJEM608	(Service Only) Judge Mihok	901728	CNBCL8X1W N	44713	0	200 W ERIE AVE 2ND FL, Lorain, OH, 44052	B&W: MPS Pool #1
1	Xerox 3330DNI	(Service Only)	961575	9BR282131	3682	0	605 W 4th St, Lorain, OH, 44052	B&W: MPS Pool #1

CUSTOMER ACCEPTANCE

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

AUTHORIZED CUSTOMER SIGNATURE: _____

TITLE: _____

SIGNER'S NAME (PRINTED): _____

DATE: _____

COMPANY SALES: _____

DATE: _____

XEROX® ADVANCED MANAGED PRINT SERVICES STATEMENT OF WORK

THIS XEROX® ADVANCED MANAGED PRINT SERVICES STATEMENT OF WORK ("AMPS SOW" or "this SOW") is hereby attached to and made a part of the SSA and/or MSA ("Agreement") entered into by and between ComDoc, Inc. ("Company") and City of Lorain ("Customer"), collectively the "Parties", to add the AMPS as further described herein. The effective date of this AMPS SOW is 08/21/2025. Except as expressly set forth herein, the Agreement's terms and conditions are incorporated herein and shall govern the provision of AMPS pursuant to this AMPS SOW.

1. **DEFINED TERMS** - Terms defined within the Agreement and used herein shall have the meaning set forth in the Agreement unless expressly set forth otherwise below.

Company – Refers to the Company identified in the Agreement and referenced above, and operationally may include or refer to its affiliates executing Services on its behalf.

In-Scope AMPS Equipment – AMPS-Eligible Equipment installed in the Sites and managed by Company as defined by the Xerox Tools under this AMPS SOW.

Xerox® Advanced Managed Print Services (AMPS) – Services provided by Company under this XPSAS SOW on In-Scope AMPS Equipment, which include proactive meter reads, proactive Supplies requests, and proactive break/fix requests.

Xerox® Support Assistant – An app running on a Xerox ConnectKey printer that shows the user the status of AMPS Incidents, and enables the user to raise new Incidents or submit meter reads into the AMPS process.

2. **SERVICES DESCRIPTION** – AMPS provides proactive meter reads, proactive Supplies requests, and proactive break/fix requests for In-Scope AMPS Equipment.
 - a. Company shall operate the Xerox's Service Desk Support during Company's normal business hours on Company's business days. Service Desk Support includes receipt of Service Calls by service provider. Service Calls may be generated from automatic alerts from In-Scope Devices (**Proactive Service Call**) or from the web portal by a Customer or Reseller or by telephone (**Reactive Service Call**).
 - b. To enable Company to provide the expected proactive Services and Supplies, Customer agrees to the use of a monitoring tool (see Xerox Tools). Customer ensures the selected tool continues to run and/or connects to their network and devices. Company is available for technical support of that tool, and the operation and maintenance of any Cloud component.
 - c. If the chosen device management solution is Xerox Workplace Cloud Fleet Management ('CFM'), then by agreeing to this AMPS SOW You also agree to terms as defined in the following end user licensing agreement, as well as any periodic updates thereto, relating to the use of Xerox Tools to deliver the AMPS covered in this AMPS SOW. Company and/or Xerox Corporation reserve the right to update these terms at any time.

www.xerox.com/downloads/usa/en/x/XWC-and-CFM-Terms-of-Service-and-EULA.pdf

For other solutions, Terms and Conditions will be presented in the tool User Interface itself during implementation.

3. **XEROX TOOLS** - Company may utilize one or more of the following Xerox Tools to provide AMPS:
 - a. Xerox Workplace Cloud Fleet Management solution ("CFM") – software that provides device data for monitoring of supplies, break/fix and meters and allows policy-based compliance to automate print fleet security; remote setting configuration; and security, patch and password management.
 - b. Xerox Device Agent ("XDA") is an application that enables the monitoring and assessment of the status and output of In-Scope Devices.
 - c. Xerox Device Manager ("XDM") - an application that enables the monitoring and assessment of the status and output of In-Scope Devices.
 - d. Xerox Device Direct ("XDD") - an application is embedded in the firmware of certain devices that allows In-Scope AMPS Equipment to automatically communicate Device Data to Xerox for monitoring purposes.

- e. Xerox Services Manager ("XSM") – a Web-based application providing Company with data enabling centralized asset tracking; device and supplies monitoring; and break/fix incident management.
 - f. Xerox Report Manager ("XRM") - an application that allows standard and custom reporting from XSM.
 - g. Fleet Management Portal ("FMP") - an online portal that provides program and device status and analytics.
 - h. Xerox MPS Advanced Analytics ("MPS AA") - a cloud-based reporting tool that presents data in a business intelligence format
4. **TERM** - Unless otherwise stated herein or in the Agreement, the term of this AMPS SOW shall be the same as the Term of the Agreement.
5. **CHARGES** – Charges for AMPS are set forth in the signed Agreement to which this AMPS SOW is attached and are exclusive of any and all applicable Taxes.
6. **CHANGES** – To the extent that the Parties wish to add or make modifications to this AMPS SOW, all such changes will be documented in a AMPS SOW Amendment signed by both Parties.
7. **ADDITIONAL TERMS AND CONDITIONS SPECIFIC TO AMPS SOW –**
- a. **ADDITIONAL WARRANTY DISCLAIMER – IN ADDITION TO THE WARRANTIES AND DISCLAIMERS IN THE AGREEMENT, THE FOLLOWING SHALL APPLY TO AMPS: EXCEPT AS STATED IN THE AGREEMENT, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, REGARDING THE PERFORMANCE OF AMPS, AND COMPANY DOES NOT WARRANT THAT AMPS WILL BE COMPATIBLE WITH ALL OF CUSTOMER'S SOFTWARE, OR WILL MEET CUSTOMER'S REQUIREMENTS, OR WILL BE ERROR FREE.**

If there is a conflict between the contents of the Agreement and this AMPS SOW, this SOW shall control but only with respect to the provision of AMPS.

The terms and conditions of this AMPS SOW apply only to the provision of the AMPS, and do not affect, amend, or modify any of the provision of any other Services under the Agreement.

*** Signature Page Follows ***

ComDoc, Inc.	City of Lorain
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Sign: _____	Sign: _____
Date: _____	Date: _____

Appendix 1 - Service Desk Support Activities - Table One

Activity	Service Desk Support Xerox/XBS
Receive and log Service Call in Fleet Management Portal (FMP)	✓
Monitor Proactive Service alerts *** on network connected compliant In-Scope Devices with fault reporting capability	✓
Collect and log Call Data*	✓
Undertake basic diagnosis including web troubleshooting processes via Remote Call Assist (RCA) where the In Scope Device contains features that enable remote diagnosis and repair of problems and log activity	✓
Validate requests for consumables against entitlement, e.g., volume and order history	✓
Escalation to Level 2 Support within XSM with Call Data if RCA is unsuccessful	✓
Arrange shipment of Consumable to Customer	✓
Arrange advanced remote diagnosis with Customer upon Service Call using RCA and log activity on XSM	✓
Follow up daily on progress of Service Call (Level One Support/Level Two Support follow up on the tickets owned at that stage)	✓
Log activities on open ticket on XSM (by the Level that owns the ticket at that stage)	✓
Close ticket (by the Level that owns the ticket at that stage)	✓

* **Call Data** means Asset Tag Number (required); Serial Number (required); Customer Service Centre/Customer end user name (required); Customer Service Centre/Customer end user contact number; (required); Incident statement (required); Fault Type (required where break fix incident), Customer Service Centre/Customer end user email address; Device location; Internal reference number (if applicable); and meter reads. Call Data is Customer Data

Assumptions:

*** Advanced MPS Services, pro-active supplies and break/fix support, proper functioning of and data availability for the Xerox Tools and performance levels are dependent on active monitoring tools, such as XDA, XDM, XDD or CFM. It's the Customer's responsibility to keep such tools connected to the in-scope devices.



CITY OF LORAIN

City Council Regular Meeting

10. f.

Meeting Date: 10/20/2025

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO GIVE CONSENT TO THE DIRECTOR OF TRANSPORTATION TO PERFORM ANNUAL MOWING FOR STATE ROUTE 2 CORRIDOR INCLUDING RAMPS AND REST AREAS, AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND

The State has identified the need for an annual mowing contract for State Route 2 corridor including ramps and rest areas. Being in the public interest, the City of Lorain gives consent to the Director of Transportation to complete said project. The City of Lorain will bear no financial responsibility of said project.

RECOMMENDATION TO COUNCIL:

Consideration for passage.

Attachments

Ordinance

Exhibit A

Form Review

Inbox

Carrion
Elva Flowers (Originator)
Carrion
Mayor Bradley
P. Riley
Form Started By: Elva Martes
Final Approval Date: 10/16/2025

Reviewed By

Elva Martes
Breanna Dull
Rey Carrion
Jack Bradley
Michele Beko

Date

10/16/2025 09:22 AM
10/16/2025 09:27 AM
10/16/2025 03:59 PM
10/16/2025 04:13 PM
10/16/2025 04:19 PM
Started On: 10/09/2025 10:49 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO GIVE CONSENT TO THE DIRECTOR OF TRANSPORTATION TO PERFORM ANNUAL MOWING FOR STATE ROUTE 2 CORRIDOR INCLUDING RAMPS AND REST AREAS, AND DECLARING AN EMERGENCY.

WHEREAS, the State has identified the need for the described project:

The proposed project is for the annual mowing contract for State Route 2 corridor including ramps and rest areas. Specifically for the City, work will be from approximately the 9.172-mile marker to the 9.670-mile marker of State Route 2, and;

WHEREAS, the mowing contract is for two (2) mowings to occur during the year 2026 between May 1 and October 31, and;

WHEREAS, being in the public interest, the City gives consent to the Director of Transportation to complete the above-described project, as it is more fully described in Exhibit A hereto.

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 give consent to the Ohio Department of Transportation to complete the annual mowing contract for State Route 2 corridor, including ramps and rest areas on the conditions that (1) the City of Lorain bear no financial responsibility for the cost of such mowing and (2) that the City shall bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.

SECTION II: That the Safety/Service Director shall and is hereby authorized to fulfill the City of Lorain's obligation to provide adequate maintenance for the described Project in accordance with all applicable state and federal law, provide ample financial provisions, as necessary for the maintenance of the described project and maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.

SECTION III: That if City owned utilities, within a corporation limited or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual. And, if other public and private utilities need to be relocated due to this ODOT project, they will not be reimbursed for relocation; with

exceptions due to an easement, etc.

SECTION IV: That the Safety/Service Director of the City of Lorain is hereby empowered on behalf of the City of Lorain to enter into contracts with the Director of Transportation necessary to complete the above-described project, subject to further approval of Lorain City Council and the Law Director's Office.

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

SECTION VI: This ordinance is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Therefore, this ordinance shall take effect immediately upon its passage and approval by the Mayor, providing that it meets the statutory requirements for passage otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

MAYOR

APPROVED: _____, 2025

CONSENT LEGISLATION

Ordinance/Resolution No. _____

PID No. 115625

Project Name D03 MOW FY2026 (B)

The following _____ enacted by the City of Lorain of Lorain County, Ohio,
(Ordinance/Resolution)
hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

The proposed project is for the annual mowing contract for State Route 2 corridor including ramps and rest areas. Specifically for the City, work will be from approximately the 9.172-mile marker to the 9.670-mile marker of State Route 2.

The mowing contract is for two (2) mowings to occur during the year 2026 between May 1 and October 31.

NOW THEREFORE, be it ordained by the City of Lorain of Lorain County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) ***No funds are required from the City** except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-*

way inviolate for public highway purposes.

PID No. 115625
Project Name D03 MOW FY2026 (B)

SECTION V – Utilities and Right-of-Way Statement

If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION VI - Authority to Sign

The _____ of said City of Lorain is hereby empowered on behalf
(Contractual Agent)

of the City of Lorain to enter into contracts with the Director of Transportation
necessary to complete the above described project.

Passed: _____, 202____.
(Date)

Attested: _____
(Clerk) (Officer of City- title)

Attested: _____
(Title) (Mayor)

This _____ is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take
effect and be in force immediately upon its passage and approval, otherwise it shall take effect
and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO
City of Lorain of Lorain County, Ohio

I, _____, as Clerk of the City of Lorain of Lorain County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Lorain on this ____ day of _____, 202__.

that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)
law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)
and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)

_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this ____ day of _____, 202__.

(SEAL)
(If Applicable)

Clerk Signature
City of Lorain of Lorain County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Lorain of Lorain County, Ohio

Attest: _____, Date _____
Contractual Officer



CITY OF LORAIN

City Council Regular Meeting

10. g.

Meeting Date: 10/20/2025

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO WAIVE UTILITIES AND ENGINEERING DEPARTMENT FEES ASSOCIATED WITH THE LORAIN PORT AUTHORITY'S BLACK RIVER LANDING AMPHITHEATER PROJECT WITHIN THE CITY OF LORAIN AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

The City of Lorain recognizes the importance of the Lorain Port Authority's Black River Landing Amphitheater Project and desires to waive the Utilities and Engineering Departments Fees in connection with said project. The estimated amount of these fees is \$13,228.60.

RECOMMENDATION TO COUNCIL:

Consideration for Passage?

Fiscal Impact

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

Estimated Total Expenditure: N/A

List of Funding Source and/or Account Number: N/A

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

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

Estimated to be \$13,228.60 fees/revenue waived.

Attachments

Ordinance

Form Review

Inbox

Carrion
Mayor Bradley
JKoziura
Elva Flowers (Originator)
JKoziura
P. Riley
Form Started By: Elva Martes
Final Approval Date: 10/16/2025

Reviewed By

Rey Carrion
Jack Bradley
Elva Martes
Breanna Dull
Joseph Koziura
Michele Beko

Date

10/16/2025 08:46 AM
10/16/2025 08:47 AM
10/16/2025 09:19 AM
10/16/2025 09:26 AM
10/16/2025 09:35 AM
10/16/2025 10:59 AM
Started On: 10/10/2025 11:19 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO: _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO WAIVE UTILITIES AND ENGINEERING DEPARTMENT FEES ASSOCIATED WITH THE LORAIN PORT AUTHORITY'S BLACK RIVER LANDING AMPHITHEATER PROJECT WITHIN THE CITY OF LORAIN AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lorain recognizes the importance of the Lorain Port Authority's Black River Landing Amphitheater Project and desires to waive the Utilities and Engineering Department Fees in connection with said project; and,

WHEREAS, the estimated amount of these fees is \$13,228.60.

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

SECTION 1: That the Safety/Service Director is hereby authorized to waive fees and charges required by codified ordinances 911.600, 911.405, 911.524, 911.418, 911.501 913.025, 913.250, 913.253, 913.255, 913.270, 913.273, 1529.15(c) and fees associated with ordinance 42-04, in connection with the Lorain Port Authority's Black River Landing Amphitheater Project within the City of Lorain.

SECTION 2: 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 3: That this ordinance shall be declared an emergency due to the necessity to meet the construction timeline of said project and to provide for the health safety and welfare of the citizens of Lorain in order to complete the amphitheater project in a timely manner. Therefore, this ordinance shall take effect immediately upon its passage and approval by the Mayor, providing that it meets statutory requirements for passage otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

MAYOR

APPROVED: _____, 2025



CITY OF LORAIN

City Council Regular Meeting

10. h.

Meeting Date: 10/20/2025

Submitted by: Kathryn Golden

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE RATIFYING A GRANT APPLICATION TO THE NORTHEAST OHIO AREA-WIDE COORDINATING AGENCY FOR THE CITY'S "TLCI SUNSET PIER PARK TRAILHEAD" AND AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE OF THE CITY OF LORAIN, OHIO, TO FILE, RECEIVE, AND EXECUTE ALL NECESSARY PAPERWORK TO APPLY FOR AND RECEIVE, IF AWARDED GRANT FUNDING.

PURPOSE AND BACKGROUND:

The United States Congress has set aside monies for Transportation for Livable Communities Projects through the Northeast Ohio Areawide Coordinating Agency (NOACA). The City of Lorain can apply for these monies and be selected for funding by NOACA. The Transportation for Livable Communities (TLCI) Lorain – Sunset Pier Park Trailhead is a transportation activity eligible to receive federal funding. The Transportation for Livable Communities (TLCI) Lorain – Sunset Pier Park Trailhead has an estimated cost not to exceed \$1,200,000.00. The City of Lorain acknowledges that the grant regulations imposed upon it any cost of the project in excess of \$500,000. In the event the project costs exceed \$500,000, the City of Lorain will pay such excess cost from various grant or City funds the Auditor deems appropriate.

RECOMMENDATION TO COUNCIL:

Consideration and passage

Fiscal Impact

Funds Available in Current Year Budget (Y/N): N
Estimated Total Expenditure: \$1,200,000
List of Funding Source and/or Account Number: Various as determined by Auditor
Estimate of Incoming Revenue (fees, grants, etc.): \$500,000 Grant - If Funded - Anticipated in 2028
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Ordinance - TLCI Application

Form Review

Inbox	Reviewed By	Date
Carrion	Rey Carrion	10/16/2025 04:15 PM
Mayor Bradley	Jack Bradley	10/16/2025 04:18 PM

JKoziura

P. Riley

Form Started By: Kathryn Golden

Final Approval Date: 10/17/2025

Michele Beko

10/17/2025 10:09 AM

10/17/2025 10:17 AM

Started On: 10/15/2025 02:51 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE RATIFYING A GRANT APPLICATION TO THE NORTHEAST OHIO AREA-WIDE COORDINATING AGENCY FOR THE CITY'S "TLCI SUNSET PIER PARK TRAILHEAD" AND AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE OF THE CITY OF LORAIN, OHIO, TO FILE, RECEIVE, AND EXECUTE ALL NECESSARY PAPERWORK TO APPLY FOR AND RECEIVE, IF AWARDED GRANT FUNDING.

WHEREAS, the United States Congress has set aside monies for Transportation for Livable Communities Projects through the Northeast Ohio Areawide Coordinating Agency (NOACA); and,

WHEREAS, the City of Lorain can apply for these monies and be selected for funding by NOACA; and,

WHEREAS, the Transportation for Livable Communities (TLCI) Lorain – Sunset Pier Park Trailhead is a transportation activity eligible to receive federal funding; and,

WHEREAS, the Transportation for Livable Communities (TLCI) Lorain – Sunset Pier Park Trailhead has an estimated cost not to exceed \$1,200,000.00; and,

WHEREAS, the City of Lorain acknowledges that the grant regulations imposed upon it any cost of the project in excess of \$500,000 and,

WHEREAS, in the event the project costs exceed \$500,000, the City of Lorain will pay such excess cost from various grant or City funds the Auditor deems appropriate.

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

SECTION I: This ordinance ratifies a grant application to the for the City's "Transportation for Livable Communities (TLCI) Lorain – Sunset Pier Park Trailhead" and authorizes the Director of Safety/Service to file, receive, and execute all necessary paperwork to apply for and receive, if awarded, this grant funding.

SECTION II: The total cost of the Transportation for Livable Communities (TLCI) Lorain – Sunset Pier Park Trailhead project is estimated to be \$1,200,00.00, and any construction cost over and above the maximum amount provided by NOACA, shall be paid from various grant or City funds the Auditor deems appropriate.

SECTION III: That, City of Lorain shall carry out the aforementioned project and administer this grant in accordance with all applicable federal, state and local laws, and all terms of the NOACA, if awarded.

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: _____, 2025 _____
PRESIDENT OF COUNCIL

ATTEST: _____, **CLERK OF COUNCIL**

APPROVED: _____, 2025 _____
MAYOR



CITY OF LORAIN

City Council Regular Meeting

10. i.

Meeting Date: 10/20/2025

Submitted by: Matt Kuszniir, Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE REPEALING ORDINANCES 117-15 AND CHAPTER 1545 OF THE CODIFIED ORDINANCES OF THE CITY OF LORAIN "LAND REUTILIZATION" AND ESTABLISHING A NEW CHAPTER 1545 OF THE CODIFIED ORDINANCES OF THE CITY OF LORAIN "LAND REUTILIZATION"

PURPOSE AND BACKGROUND

WHEREAS, the City of Lorain's Building, Housing & Planning Department and Safety/Service Department has reviewed Chapter 1545 and is requesting changes to the Codified Ordinances; and,

WHEREAS, if adopted the Ordinance will enable the Building, Housing & Planning Department to streamline the disposition of underutilized infill lots in the City of Lorain.

RECOMMENDATION TO COUNCIL:

Consideration and passage.

Attachments

Ordinance

Exhibit A

Exhibit B

Track Changes

Form Review

Inbox

Carrion

Mayor Bradley

P. Riley

Form Started By: Matt Kuszniir

Final Approval Date: 10/16/2025

Reviewed By

Rey Carrion

Jack Bradley

Michele Beko

Date

10/16/2025 04:12 PM

10/16/2025 04:14 PM

10/16/2025 04:19 PM

Started On: 10/15/2025 02:36 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

**AN ORDINANCE REPEALING ORDINANCES 117-15 AND
CHAPTER 1545 OF THE CODIFIED ORDINANCES OF THE
CITY OF LORAIN “LAND REUTILIZATION” AND
ESTABLISHING A NEW CHAPTER 1545 OF THE
CODIFIED ORDINANCES OF THE CITY OF LORAIN
“LAND REUTILIZATION”**

WHEREAS, the City of Lorain’s Building, Housing & Planning Department and Safety/Service Department has reviewed Chapter 1545 and is requesting changes to the Codified Ordinances; and,

WHEREAS, if adopted the Ordinance will enable the Building, Housing & Planning Department to streamline the disposition of underutilized infill lots in the City of Lorain.

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

SECTION I: That Ordinance 117-15, and Chapter 1545 of the Codified Ordinances of the City of Lorain, “Land Reutilization,” a copy of which is attached hereto and incorporated herein by reference as Exhibit A, are hereby repealed.

SECTION II: That there is hereby established a new Chapter 1545 of the Codified Ordinances of the City of Lorain, “Land Reutilization,” a copy of which is attached hereto and incorporated herein by reference as Exhibit B.

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 results in such formal actions were conducted in meeting open to the public in compliance with all legal requirements, including Section 121.22 of Ohio Revised Code.

PASSED: _____, 2025 _____
PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

APPROVED: _____, 2025 _____
MAYOR

CHAPTER 1545 Land Reutilization

1545.01 PURPOSE.

- (a) The City of Lorain adopts and implements the procedures set forth in Ohio R.C. Chapter 5722 in order to develop a process to facilitate the effective reutilization of nonproductive land situated in the boundaries of the City of Lorain and owned by the City of Lorain. The procedures set forth in O.R.C. Chapter 5722 are adopted and implemented by the City of Lorain as there exists sufficient and substantial nonproductive land owned by the City of Lorain within the boundaries of the City of Lorain which is of such nature and extent as to necessitate the implementation of a Land Reutilization Program to advance either the return of such nonproductive land to tax revenue generating status or the devotion thereof to public use.
- (b) The Director of Building, Housing and Planning shall administer the Land Reutilization Program established pursuant to subsection (a) hereof and Ohio R.C. Chapter 5722. If lands required of such Land Reutilization Program are sold, they shall be sold as follows:
 - (1) The purchaser shall apply in writing to the Director of Building, Housing and Planning indicating which lot(s) they wish to purchase denoted by the land parcel number and indicating the proposed use for redevelopment of the property. The purchase price shall not be less than fair market value which has been determined to be \$8.00 per front foot regardless of the size or location of the lot. Corner lots shall be charged for the front footage on the address side of the property.
 - (2) The conveyance from the City shall contain the covenant and agreement that the purchaser shall comply with the proposed use for redevelopment. If the purchaser fails to comply, the property and all improvements thereon may immediately revert to the City at no cost after ten days written notification by certified mail to the purchaser, if City Council approves;
 - (3) It shall further be a condition of the conveyance from the City that the purchaser shall agree in writing to keep the property in their name for a minimum of five (5) years and to maintain the property in accordance with all applicable Health, Building and Property Maintenance Codes of the City. This condition may be waived upon the written authorization of the Director of Safety-Service.
 - (4) No lot shall be sold to any person who is delinquent of his/her/its real estate taxes and/or municipal income taxes; nor in violation of any Zoning, Building, Health or Property Maintenance Codes of the City. In addition, no property shall be sold to any person who is more than sixty (60) days delinquent on any City utility bill or' in arrears on payments to the Municipality in any capacity;
 - (5) The conveyances of property sold or transferred pursuant to this section shall contain the covenant and condition that if the property is sold within five years or at any time the purchaser violates any of the existing Health, Building or Property Maintenance Codes, upon ten (10) days written notification by certified mail to the purchaser, if the violations are not corrected within thirty days, the lot and all

improvements thereon may immediately revert back to the City, if City Council approves;

- (6) The Director of Safety/Service is authorized to execute and deliver all deeds or other instruments of conveyances necessary to dispose of land acquired through the City's Land Reutilization Program;
- (7) The Director of Building, Housing and Planning shall compile and maintain a written inventory of all properties held by and/or obtained under the Land Reutilization Program and establish and maintain records and accounts reflecting all transactions, expenditures and revenues relating to the Land Reutilization Program;
- (c) In order to enhance the effectiveness of the Land Reutilization Program, the Director of Building, Housing and Planning may accept, as gifts on behalf of the City, real property, which shall be held, administered and disposed of in the same manner as are lands acquired pursuant to this Section and Ohio R.C. Chapter 5722, if City Council approves. Any and all real property offered and/ or accepted must be free of any and all encumbrances.

1545.02 APPROPRIATION OF FEES COLLECTED.

Any and all fees collected shall be paid into the Treasury of the City and shall in turn be certified by the City Auditor and appropriated by City Council for the administration of this section, and towards activities and areas eligible under the U.S. Department of Housing and Urban Development Programs which include, but are not limited to the Community Development Block Grant and HOME Investment Partnership programs.

CHAPTER 1545 Land Reutilization

1545.01 PURPOSE.

- (a) The City of Lorain adopts and implements the procedures set forth in Ohio R.C. Chapter 5722 in order to develop a process to facilitate the effective reutilization of nonproductive land situated in the boundaries of the City of Lorain and owned by the City of Lorain. The procedures set forth in O.R.C. Chapter 5722 are adopted and implemented by the City of Lorain as there exists sufficient and substantial nonproductive land owned by the City of Lorain within the boundaries of the City of Lorain which is of such nature and extent as to necessitate the implementation of a Land Reutilization Program to advance either the return of such nonproductive land to tax revenue generating status or the devotion thereof to public use.
- (b) The Director of Building, Housing and Planning shall administer the Land Reutilization Program established pursuant to subsection (a) hereof and Ohio R.C. Chapter 5722. If lands required of such Land Reutilization Program are sold, they shall be sold as follows:
 - (1) The purchaser shall apply in writing to the Director of Building, Housing and Planning indicating which lot(s) they wish to purchase denoted by the land parcel number and indicating the proposed use for redevelopment of the property. The purchase price shall not be less than fair market value which has been determined to be \$8.00 per front foot regardless of the size or location of the lot. Corner lots shall be charged for the front footage on the address side of the property.
 - (2) The conveyance from the City shall contain the covenant and agreement that the purchaser shall comply with the proposed use for redevelopment. If the purchaser fails to comply, the property and all improvements thereon may immediately revert to the City at no cost after ten days written notification by certified mail to the purchaser, if City Council approves;
 - (3) It shall further be a condition of the conveyance from the City that the purchaser shall agree in writing to keep the property in their name for a minimum of five (5) years and to maintain the property in accordance with all applicable Health, Building and Property Maintenance Codes of the City. This condition may be waived upon the written authorization of the Director of Safety-Service.
 - (4) No lot shall be sold to any person who is delinquent of his/her/its real estate taxes and/or municipal income taxes; nor in violation of any Zoning, Building, Health or Property Maintenance Codes of the City. In addition, no property shall be sold to any person who is more than sixty (60) days delinquent on any City utility bill or' in arrears on payments to the Municipality in any capacity;
 - (5) The conveyances of property sold or transferred pursuant to this section shall contain the covenant and condition that if the property is sold within five years or at any time the purchaser violates any of the existing Health, Building or Property Maintenance Codes, upon ten (10) days written notification by certified mail to the purchaser, if the violations are not corrected within thirty days, the lot and all

improvements thereon may immediately revert back to the City, if City Council approves;

- (6) The Director of Safety/Service is authorized to execute and deliver all deeds or other instruments of conveyances necessary to dispose of land acquired through the City's Land Reutilization Program;
- (7) The Director of Building, Housing and Planning shall compile and maintain a written inventory of all properties held by and/or obtained under the Land Reutilization Program and establish and maintain records and accounts reflecting all transactions, expenditures and revenues relating to the Land Reutilization Program;
- (c) In order to enhance the effectiveness of the Land Reutilization Program, the Director of Building, Housing and Planning may accept, as gifts on behalf of the City, real property, which shall be held, administered and disposed of in the same manner as are lands acquired pursuant to this Section and Ohio R.C. Chapter 5722, if City Council approves. Any and all real property offered and/ or accepted must be free of any and all encumbrances.

1545.02 APPROPRIATION OF FEES COLLECTED.

Any and all fees collected shall be paid into the Treasury of the City and shall in turn be certified by the City Auditor and appropriated by City Council for the administration of this section, and towards activities and areas eligible under the U.S. Department of Housing and Urban Development Programs which include, but are not limited to the Community Development Block Grant and HOME Investment Partnership programs.

CHAPTER 1545 Land Reutilization

1545.01 PURPOSE.

- (a) The City of Lorain adopts and implements the procedures set forth in Ohio R.C. Chapter 5722 in order to develop a process to facilitate the effective reutilization of nonproductive land situated in the boundaries of the City of Lorain and owned by the City of Lorain. The procedures set forth in O.R.C. Chapter 5722 are adopted and implemented by the City of Lorain as there exists sufficient and substantial nonproductive land owned by the City of Lorain within the boundaries of the City of Lorain which is of such nature and extent as to necessitate the implementation of a Land Reutilization Program to advance either the return of such nonproductive land to tax revenue generating status or the devotion thereof to public use.
- (b) The Director of Building, Housing and Planning shall administer the Land Reutilization Program established pursuant to subsection (a) hereof and Ohio R.C. Chapter 5722. If lands required of such Land Reutilization Program are sold, they shall be sold as follows:
 - (1) The purchaser shall apply in writing to the Director of Building, Housing and Planning indicating which lot(s) they wish to purchase denoted by the land parcel number and indicating the proposed use for redevelopment of the property. The purchase price shall not be less than fair market value which has been determined to be \$8.00 per front foot regardless of the size or location of the lot. Corner lots shall be charged for the front footage on the address side of the property.
 - (2) The conveyance from the City shall contain the covenant and agreement that the purchaser shall comply with the proposed use for redevelopment. If the purchaser fails to comply, the property and all improvements thereon may immediately revert to the City at no cost after ten days written notification by certified mail to the purchaser, if City Council approves;
 - (3) It shall further be a condition of the conveyance from the City that the purchaser shall agree in writing to keep the property in their name for a minimum of five (5) years and to maintain the property in accordance with all applicable Health, Building and Property Maintenance Codes of the City. This condition may be waived upon the written authorization of the Director of Safety-Service.
 - (4) No lot shall be sold to any person who is delinquent of his/her/its real estate taxes and/or municipal income taxes; nor in violation of any Zoning, Building, Health or Property Maintenance Codes of the City. In addition, no property shall be sold to any person who is more than sixty (60) days delinquent on any City utility bill or' in arrears on payments to the Municipality in any capacity;
 - (5) The conveyances of property sold or transferred pursuant to this section shall contain the covenant and condition that if the property is sold within five years or at any time the purchaser violates any of the existing Health, Building or Property Maintenance Codes, upon ten (10) days written notification by certified mail to the purchaser, if the violations are not corrected within thirty days, the lot and all

improvements thereon may immediately revert back to the City, if City Council approves;

- (7) The Director of Safety/Service is authorized to execute and deliver all deeds or other instruments of conveyances necessary to dispose of land acquired through the City's Land Reutilization Program;
- (8) The Director of Building, Housing and Planning shall compile and maintain a written inventory of all properties held by and/or obtained under the Land Reutilization Program and establish and maintain records and accounts reflecting all transactions, expenditures and revenues relating to the Land Reutilization Program;
- (c) In order to enhance the effectiveness of the Land Reutilization Program, the Director of Building, Housing and Planning may accept, as gifts on behalf of the City, real property, which shall be held, administered and disposed of in the same manner as are lands acquired pursuant to this Section and Ohio R.C. Chapter 5722, if City Council approves. Any and all real property offered and/ or accepted must be free of any and all encumbrances.

1545.02 APPROPRIATION OF FEES COLLECTED.

Any and all fees collected shall be paid into the Treasury of the City and shall in turn be certified by the City Auditor and appropriated by City Council for the administration of this section, and towards activities and areas eligible under the U.S. Department of Housing and Urban Development Programs which include, but are not limited to the Community Development Block Grant and HOME Investment Partnership programs.



CITY OF LORAIN

City Council Regular Meeting

10. j.

Meeting Date: 10/20/2025

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AMENDING ORDINANCE 111-25, AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN OHIO WATER POLLUTION CONTROL LOAN FUND WATER RESOURCE RESTORATION SPONSOR PROGRAM SPONSORSHIP AGREEMENT.

PURPOSE AND BACKGROUND

WHEREAS, Ordinance 111-25 was previously passed by City Council on September 2, 2025 with Jaeger Road Pump Station as the project for the City; and

WHEREAS, the Ohio EPA has indicated that the City needs to use the Pearl and Tacoma Pump Station Improvements Project in lieu of the Jaeger Road Pump Station Project; and

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund ("WPCLF") pursuant to O.R.C. 6111.036 to provide financial assistance for water resources protection and improvement actions; and

WHEREAS, the Ohio Environmental Protection Agency ("Ohio EPA") has created the Water Resource Restoration Sponsor Program ("WRRSP") within the WPCLF for the effective perpetual protection and maintenance of Ohio's high-quality aquatic ecosystem resources; and

WHEREAS, the City of Lorain has previously determined that the Pearl and Tacoma Pump Stations are in need of improvements and expanded capacity; and

WHEREAS, the City of Lorain, Utilities Department, has applied for WPCLF funding for the construction of the Pearl and Tacoma Pump Station Improvements; and

WHEREAS, the City of Lorain Utilities Department recognizes and supports the conservation and enhancement of the natural resources to be performed by the Singer Lake Bog Expansion Project.

WHEREAS, the Cleveland Museum of Natural History has proposed acquiring and protecting valuable water resources through the Singer Lake Bog Expansion Project for a sponsorship amount not to exceed **\$537,000**; and

WHEREAS, the City of Lorain Utilities Department intends to participate in the WRRSP to assist the Singer Lake Bog Expansion Project up to the aforementioned sponsorship amount.

RECOMMENDATION TO COUNCIL:

Passage

Attachments

Amended Ordinance
Agreement
Original Ordinance

Form Review

Inbox	Reviewed By	Date
Carrion	Joe Carbonaro	10/16/2025 01:34 PM
Carbonaro (Originator)	Joe Carbonaro	10/16/2025 01:36 PM
Carrion	Rey Carrion	10/16/2025 03:59 PM
Mayor Bradley	Jack Bradley	10/16/2025 04:11 PM
P. Riley	Michele Beko	10/16/2025 04:19 PM
Form Started By: Joe Carbonaro		Started On: 10/09/2025 05:49 PM
Final Approval Date: 10/16/2025		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE 111-25, AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN OHIO WATER POLLUTION CONTROL LOAN FUND WATER RESOURCE RESTORATION SPONSOR PROGRAM SPONSORSHIP AGREEMENT.

WHEREAS, Ordinance 111-25 was previously passed by City Council on September 2, 2025 with Jaeger Road Pump Station as the project for the City; and

WHEREAS, the Ohio EPA has indicated that the City needs to use the Pearl and Tacoma Pump Station Improvements Project in lieu of the Jaeger Road Pump Station Project; and

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund ("WPCLF") pursuant to O.R.C. 6111.036 to provide financial assistance for water resources protection and improvement actions; and

WHEREAS, the Ohio Environmental Protection Agency ("Ohio EPA") has created the Water Resource Restoration Sponsor Program ("WRRSP") within the WPCLF for the effective perpetual protection and maintenance of Ohio's high-quality aquatic ecosystem resources; and

WHEREAS, the City of Lorain has previously determined that the Pearl and Tacoma Pump Stations are in need of improvements and expanded capacity; and

WHEREAS, the City of Lorain, Utilities Department, has applied for WPCLF funding for the construction of the Pearl and Tacoma Pump Station Improvements; and

WHEREAS, the City of Lorain Utilities Department recognizes and supports the conservation and enhancement of the natural resources to be performed by the Singer Lake Bog Expansion Project.

WHEREAS, the Cleveland Museum of Natural History has proposed acquiring and protecting valuable water resources through the Singer Lake Bog Expansion Project for a sponsorship amount not to exceed **\$537,000**; and

WHEREAS, the City of Lorain Utilities Department intends to participate in the WRRSP to assist the Singer Lake Bog Expansion Project up to the aforementioned sponsorship amount.

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 as approved to form by the Law Director of the City of Lorain, to enter into an agreement for the purpose of sponsorship of the Singer Lake Bog Expansion Project.

SECTION II: That, if approved, the Director of Safety/Service is hereby authorized to execute any and all documentation that may be required by the WPCLF and WRRSP to administer a Cooperative Agreement for the purpose stated therein.

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 shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, **CLERK**

APPROVED: _____, 2025

MAYOR

**OHIO WATER POLLUTION CONTROL LOAN FUND
WATER RESOURCE RESTORATION SPONSOR PROGRAM
SPONSORSHIP AGREEMENT**

by and between

Cleveland Museum of Natural History and the City of Lorain, Ohio Utilities Department

for the

SINGER LAKE BOG EXPANSION PROTECTION PROJECT WR391489-0020

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund (“WPCLF”) pursuant to O.R.C. 6111.036 to provide financial assistance for water resource protection and improvement actions; and

WHEREAS, the Ohio Environmental Protection Agency (“Ohio EPA”) has created the Water Resource Restoration Sponsor Program (“WRRSP”) within the WPCLF for the effective perpetual protection and maintenance of Ohio’s high-quality aquatic ecosystem resources; and

WHEREAS, an applicant applying to the WPCLF for financing of a water quality improvement project may also sponsor a qualifying WRRSP project to be undertaken by itself, or by an entity with the ability to implement the WRRSP project; and

WHEREAS, the City of Lorain, Ohio Utilities Department (“Sponsor”) has applied for funding from the WPCLF for project, Pearl & Tacoma Pump Stations Improvements, and has also requested to sponsor the Singer Lake Bog Expansion WRRSP project WR391489-0020 (Project”) as part of that WPCLF loan; and

WHEREAS, the Cleveland Museum of Natural History (“Implementer”) has agreed to undertake the implementation of the WRRSP Project which is further described in the Ohio EPA -approved final Restoration and Protection Plan (“Plan”);

WHEREAS, the Sponsor and the Implementer have the common purpose of completing the WRRSP Project in accordance with the Plan to protect and improve water resources within the State of Ohio; and

WHEREAS, the Implementer will be a party to the environmental covenant (“Covenant”) to be developed under O.R.C. Sections 5301.80 – 5301.92 to document the activity and use limitations imposed upon the property associated with the WRRSP Project as a condition of WPCLF assistance.

THEREFORE, the Sponsor and the Implementer agree to be bound by the terms and conditions of this WRRSP Sponsorship Agreement.

SECTION I. GENERAL PROVISIONS

A. Pursuant to the intent of the WRRSP, the Sponsor and the Implementer agree that the essence of this agreement is for the parties to carry out their respective responsibilities in perpetuity for the planning, implementation, management, preservation, and maintenance of the WRRSP Project and its associated water resources in accordance with the Plan and the Covenant.

B. The parties acknowledge that a failure to implement the terms of this Agreement, the Plan, or the Covenant may be determined by the Ohio EPA to be an instance of default by the Sponsor on its WPCLF Loan Agreement. The Sponsor and the Implementer further acknowledge that remedies provided under the WPCLF Loan Agreement may be invoked by the Ohio EPA against the Sponsor for unresolved instances of default. The Implementer acknowledges that the Ohio EPA shall seek to resolve any failure to conform to the provisions of the Covenant or failure to implement the Plan first by seeking remedy directly from the Implementer before taking action against the Sponsor.

C. The parties acknowledge that, if the Ohio EPA determines that the Implementer has failed to conform to the provisions of the Covenant or to implement the Plan it may declare such failure an event of default and shall provide the Implementer and Sponsor with written notice of such event of default. If the Implementer fails to cure such default in a timely manner, the Sponsor shall have the right to take all steps necessary to cure the default in order to avoid the Ohio EPA's invoking remedies against the Sponsor for unresolved instances of default under the WPCLF Loan Agreement, up to the total cost of the WRRSP Project financed by the WPCLF and any interest discount applied for the remainder of the term of the Loan Agreement.

SECTION II. WRRSP PAYMENT REQUESTS AND DISBURSEMENTS

All requests for disbursement of funds for eligible expenses to implement the WRRSP Project shall be submitted on the Water Pollution Control Loan Fund WRRSP Disbursement Request form provided by the Ohio EPA. The Implementer and the Sponsor agree to review all disbursement requests to ensure that they are appropriate expenses within the scope of the WRRSP Project.

Disbursement requests shall first be reviewed and approved by the Implementer, which shall then submit them to the Sponsor. The Sponsor shall review and approve the disbursement requests and submit them to the Ohio EPA, Division of Environmental and Financial Assistance, with a completed copy of the accompanying disbursement request form. The Ohio EPA will review and approve disbursement requests for eligibility and reasonableness, based on conformance with the items identified in Exhibit 1A of the WPCLF Loan Agreement between the Sponsor and the Ohio EPA, which is attached to and made part of this Agreement as Exhibit 1A. Upon Ohio EPA's approval of the disbursement requests, the Ohio Water Development Authority is authorized to disburse funds directly to the Implementer or an escrow agent designated by the Sponsor.

SECTION III. WRRSP PROJECT SCHEDULE

The Implementer agrees that it shall not begin implementation of the WRRSP Project prior to the completion of all necessary approvals by the Ohio EPA and the execution of the WPCLF Loan Agreement by all parties, or alternatively, prior to the receipt of approval from the Ohio EPA to do so. All actions to implement the WRRSP Project that are called for under the loan agreement or in the Plan shall be completed by the Performance Certification Date identified on Exhibit 1 of the Sponsor's WPCLF Loan Agreement.

SECTION IV. OBLIGATION TO PROTECT AND MAINTAIN THE WRRSP PROJECT

The Sponsor and Implementer recognize the value of the area associated with the WRRSP Project as an aquatic ecosystem resource, as well as its value as a scenic, natural, and aesthetic resource. Upon completion, the WRRSP Project will contribute to the physical, biological, and chemical integrity of the water quality of the Singer Lake Bog. These and other conservation values associated with the WRRSP Project have been documented in the Plan as approved by the Ohio EPA and included in the Covenant.

The parties agree that the Plan and the Covenant constitute the basis for subsequent actions by the Implementer under this Agreement and are incorporated herein by reference. Without limitation, the Plan is intended to serve as an objective information baseline for monitoring perpetual conformance with the Covenant. The Sponsor and the Implementer agree that the perpetual protection and maintenance of the WRRSP Project shall be carried out in accordance with the responsibilities identified in the Plan and the Covenant.

SECTION V. INDEPENDENCE OF PARTIES

The Sponsor and the Implementer are independent parties and neither of the parties shall be considered an agent for the other party.

SECTION VI. TERMINATION

A. The Sponsor and the Implementer shall work together under this Agreement to complete the WRRSP Project in accordance with the Plan. However, the Sponsor and the Implementer specifically retain the right to terminate this Agreement for any reason with written notice to the other party not less than five (5) days prior to the date that the Sponsor enters into the WPCLF Loan Agreement.

B. If the Ohio EPA does not award WPCLF assistance for the WRRSP Project, either the Sponsor or the Implementer may terminate this Agreement.

SECTION VII. DEFAULT

In the event of default by any party under this Agreement, the non-defaulting party will have all remedies available to it at law or in equity, including the right of termination, injunctive relief, and the right to specific performance. No party shall be deemed to be in default of this Agreement unless and until the other party has provided written notice to the defaulting party specifying the default and (a) in the case of a monetary default, the defaulting party fails to cure the default within fifteen (15) days of notice; or (b) in the case of any other type of default, the defaulting party fails to cure the default within thirty (30) days of notice, or fails to commence and diligently prosecute such cure to completion if such cure cannot, with reasonable diligence, be completed with such thirty-day (30) period.

SECTION VIII. NOTICE

Any document or communication required by this Agreement shall be submitted to:

Sponsor

President and CEO
Cleveland Museum of Natural History
1 Wade Oval Drive
Cleveland, Ohio 44106

Implementer

Director of Utilities
The City of Lorain, Ohio Utilities Department
1106 First Street
Lorain, Ohio 44052

Ohio EPA

Chief
Ohio EPA DEFA
P.O. Box 1049
Columbus, Ohio 43216-1049

SECTION IX. COMPLIANCE WITH LAWS

In performing their obligations hereunder, the parties hereto will comply with all applicable federal, state, and municipal laws.

(Remainder of page intentionally blank.)

IT IS SO AGREED:

**The City of Lorain, Ohio Utilities Department
(Sponsor)**

By: _____

Name: Joseph A. Carbonaro

Title: Director of Utilities

Date: _____

Approved as to Form

**Cleveland Museum of Natural History
(Implementer)**

By: _____

Name: Sonia Winner

Title: President and CEO

Date: _____

Approved as to Form

ORDINANCE NO. III-25

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN OHIO WATER POLLUTION CONTROL LOAN FUND WATER RESOURCE RESTORATION SPONSOR PROGRAM SPONSORSHIP AGREEMENT.

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund ("WPCLF") pursuant to O.R.C. 6111.036 to provide financial assistance for water resources protection and improvement actions; and

WHEREAS, the Ohio Environmental Protection Agency ("Ohio EPA") has created the Water Resource Restoration Sponsor Program ("WRRSP") within the WPCLF for the effective perpetual protection and maintenance of Ohio's high-quality aquatic ecosystem resources; and

WHEREAS, the City of Lorain has previously determined that the **Jaeger Road Pump Station is in need of improvement and expanded capacity**; and

WHEREAS, the City of Lorain, Utilities Department, intends to apply for WPCLF funding for the construction of the **Jaeger Road Pump Station Improvements**; and

WHEREAS, the City of Lorain Utilities Department recognizes and supports the conservation and enhancement of the natural resources to be performed by the Singer Lake Bog Expansion Project.

WHEREAS, the Cleveland Museum of Natural History has proposed acquiring and protecting valuable water resources through the Singer Lake Bog Expansion Project for a sponsorship amount not to exceed **\$537,000**; and

WHEREAS, the City of Lorain Utilities Department intends to participate in the WRRSP to assist the Singer Lake Bog Expansion Project up to the aforementioned sponsorship amount.

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 as approved to form by the Law Director of the City of Lorain, to enter into an agreement for the purpose of sponsorship of the Singer Lake Bog Expansion Project.

SECTION II: That, if approved, the Director of Safety/Service is hereby authorized to execute any and all documentation that may be required by the WPCLF and WRRSP to administer a Cooperative Agreement for the purpose stated therein.

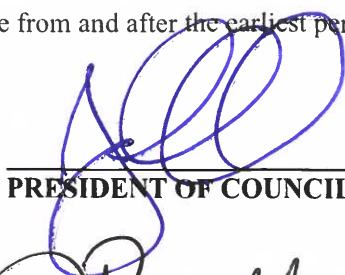
SECTION III: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council and of any of its committees that resulted in such formal actions were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

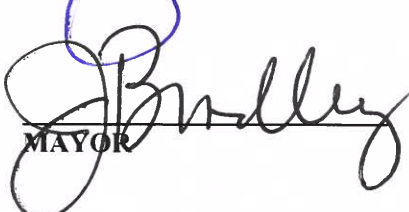
SECTION IV: That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: September 2, 2025

ATTEST: Breanna Delle CLERK

APPROVED: September 3, 2025


PRESIDENT OF COUNCIL


MAYOR



The City of Lorain, Ohio
UTILITIES DEPARTMENT
Administrative Offices – 1106 First Street
Lorain, Ohio 44052

August 07, 2025

Steve Malone
Division of Environmental and Financial Assistance
Ohio Environmental Protection Agency
P.O. Box 1049
Columbus, Ohio 43215-1049

Re: The City of Lorain, Ohio Utilities Department's Intent to Enter into WRRSP Sponsorship Agreement

Dear Mr. Malone:

By this letter, we are informing you of our intent to enter into a sponsorship agreement for the purpose of implementing the following Water Resource Restoration Sponsor Program (WRRSP) project:
Singer Lake Bog Expansion

This project will be sponsored by *The City of Lorain, Ohio Utilities Department*, and will be implemented by the *Cleveland Museum of Natural Science*. This project will be sponsored by the following loan(s):

Jaeger Road Pump Station Improvements WPCLF Loan Number TBD

Signed Sponsor:

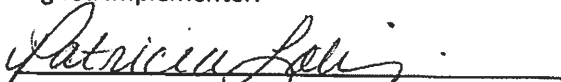


Joseph A. Carbonaro
Director of Utilities
The City of Lorain Utilities Department

8/6/2025

Date

Signed Implementer:



Patricia Lohiser
Senior Director of Finance
Cleveland Museum of Natural History

8/6/2025

Date

Note: For projects with a sole sponsor, the sponsor will submit a resolution adopted by its governing body indicating that it will sponsor the WRRSP project for an amount not to exceed the eligible amount as shown on the WRRSP Intended Projects List. If multiple sponsors have been identified, the WRRSP project costs will be divided among these sponsors and a letter of intent will be submitted for each individual sponsor.

**OHIO WATER POLLUTION CONTROL LOAN FUND
WATER RESOURCE RESTORATION SPONSOR PROGRAM
SPONSORSHIP AGREEMENT**

by and between

Cleveland Museum of Natural History and the City of Lorain, Ohio Utilities Department

for the

SINGER LAKE BOG EXPANSION PROTECTION PROJECT WR391489-0020

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund (“WPCLF”) pursuant to O.R.C. 6111.036 to provide financial assistance for water resource protection and improvement actions; and

WHEREAS, the Ohio Environmental Protection Agency (“Ohio EPA”) has created the Water Resource Restoration Sponsor Program (“WRRSP”) within the WPCLF for the effective perpetual protection and maintenance of Ohio’s high-quality aquatic ecosystem resources; and

WHEREAS, an applicant applying to the WPCLF for financing of a water quality improvement project may also sponsor a qualifying WRRSP project to be undertaken by itself, or by an entity with the ability to implement the WRRSP project; and

WHEREAS, the City of Lorain, Ohio Utilities Department (“Sponsor”) has applied for funding from the WPCLF for project, Jaeger Road Pump Station Improvements, and has also requested to sponsor the Singer Lake Bog Expansion WRRSP project WR391489-0020 (Project”) as part of that WPCLF loan; and

WHEREAS, the Cleveland Museum of Natural History (“Implementer”) has agreed to undertake the implementation of the WRRSP Project which is further described in the Ohio EPA -approved final Restoration and Protection Plan (“Plan”);

WHEREAS, the Sponsor and the Implementer have the common purpose of completing the WRRSP Project in accordance with the Plan to protect and improve water resources within the State of Ohio; and

WHEREAS, the Implementer will be a party to the environmental covenant (“Covenant”) to be developed under O.R.C. Sections 5301.80 – 5301.92 to document the activity and use limitations imposed upon the property associated with the WRRSP Project as a condition of WPCLF assistance.

THEREFORE, the Sponsor and the Implementer agree to be bound by the terms and conditions of this WRRSP Sponsorship Agreement.

SECTION I. GENERAL PROVISIONS

A. Pursuant to the intent of the WRRSP, the Sponsor and the Implementer agree that the essence of this agreement is for the parties to carry out their respective responsibilities in perpetuity for the planning, implementation, management, preservation, and maintenance of the WRRSP Project and its associated water resources in accordance with the Plan and the Covenant.

B. The parties acknowledge that a failure to implement the terms of this Agreement, the Plan, or the Covenant may be determined by the Ohio EPA to be an instance of default by the Sponsor on its WPCLF Loan Agreement. The Sponsor and the Implementer further acknowledge that remedies provided under the WPCLF Loan Agreement may be invoked by the Ohio EPA against the Sponsor for unresolved instances of default. The Implementer acknowledges that the Ohio EPA shall seek to resolve any failure to conform to the provisions of the Covenant or failure to implement the Plan first by seeking remedy directly from the Implementer before taking action against the Sponsor.

C. The parties acknowledge that, if the Ohio EPA determines that the Implementer has failed to conform to the provisions of the Covenant or to implement the Plan it may declare such failure an event of default and shall provide the Implementer and Sponsor with written notice of such event of default. If the Implementer fails to cure such default in a timely manner, the Sponsor shall have the right to take all steps necessary to cure the default in order to avoid the Ohio EPA's invoking remedies against the Sponsor for unresolved instances of default under the WPCLF Loan Agreement, up to the total cost of the WRRSP Project financed by the WPCLF and any interest discount applied for the remainder of the term of the Loan Agreement.

SECTION II. WRRSP PAYMENT REQUESTS AND DISBURSEMENTS

All requests for disbursement of funds for eligible expenses to implement the WRRSP Project shall be submitted on the Water Pollution Control Loan Fund WRRSP Disbursement Request form provided by the Ohio EPA. The Implementer and the Sponsor agree to review all disbursement requests to ensure that they are appropriate expenses within the scope of the WRRSP Project.

Disbursement requests shall first be reviewed and approved by the Implementer, which shall then submit them to the Sponsor. The Sponsor shall review and approve the disbursement requests and submit them to the Ohio EPA, Division of Environmental and Financial Assistance, with a completed copy of the accompanying disbursement request form. The Ohio EPA will review and approve disbursement requests for eligibility and reasonableness, based on conformance with the items identified in Exhibit 1A of the WPCLF Loan Agreement between the Sponsor and the Ohio EPA, which is attached to and made part of this Agreement as Exhibit 1A. Upon Ohio EPA's approval of the disbursement requests, the Ohio Water Development Authority is authorized to disburse funds directly to the Implementer or an escrow agent designated by the Sponsor.

SECTION III. WRRSP PROJECT SCHEDULE

The Implementer agrees that it shall not begin implementation of the WRRSP Project prior to the completion of all necessary approvals by the Ohio EPA and the execution of the WPCLF Loan Agreement by all parties, or alternatively, prior to the receipt of approval from the Ohio EPA to do so. All actions to implement the WRRSP Project that are called for under the loan agreement or in the Plan shall be completed by the Performance Certification Date identified on Exhibit 1 of the Sponsor's WPCLF Loan Agreement.

SECTION IV. OBLIGATION TO PROTECT AND MAINTAIN THE WRRSP PROJECT

The Sponsor and Implementer recognize the value of the area associated with the WRRSP Project as an aquatic ecosystem resource, as well as its value as a scenic, natural, and aesthetic resource. Upon completion, the WRRSP Project will contribute to the physical, biological, and chemical integrity of the water quality of the Singer Lake Bog. These and other conservation values associated with the WRRSP Project have been documented in the Plan as approved by the Ohio EPA and included in the Covenant.

The parties agree that the Plan and the Covenant constitute the basis for subsequent actions by the Implementer under this Agreement and are incorporated herein by reference. Without limitation, the Plan is intended to serve as an objective information baseline for monitoring perpetual conformance with the Covenant. The Sponsor and the Implementer agree that the perpetual protection and maintenance of the WRRSP Project shall be carried out in accordance with the responsibilities identified in the Plan and the Covenant.

SECTION V. INDEPENDENCE OF PARTIES

The Sponsor and the Implementer are independent parties and neither of the parties shall be considered an agent for the other party.

SECTION VI. TERMINATION

A. The Sponsor and the Implementer shall work together under this Agreement to complete the WRRSP Project in accordance with the Plan. However, the Sponsor and the Implementer specifically retain the right to terminate this Agreement for any reason with written notice to the other party not less than five (5) days prior to the date that the Sponsor enters into the WPCLF Loan Agreement.

B. If the Ohio EPA does not award WPCLF assistance for the WRRSP Project, either the Sponsor or the Implementer may terminate this Agreement.

SECTION VII. DEFAULT

In the event of default by any party under this Agreement, the non-defaulting party will have all remedies available to it at law or in equity, including the right of termination, injunctive relief, and the right to specific performance. No party shall be deemed to be in default of this Agreement unless and until the other party has provided written notice to the defaulting party specifying the default and (a) in the case of a monetary default, the defaulting party fails to cure the default within fifteen (15) days of notice; or (b) in the case of any other type of default, the defaulting party fails to cure the default within thirty (30) days of notice, or fails to commence and diligently prosecute such cure to completion if such cure cannot, with reasonable diligence, be completed with such thirty-day (30) period.

SECTION VIII. NOTICE

Any document or communication required by this Agreement shall be submitted to:

Sponsor

President and CEO
Cleveland Museum of Natural History
1 Wade Oval Drive
Cleveland, Ohio 44106

Implementer

Director of Utilities
The City of Lorain, Ohio Utilities Department
1106 First Street
Lorain, Ohio 44052

Ohio EPA

Chief
Ohio EPA DEFA
P.O. Box 1049
Columbus, Ohio 43216-1049

SECTION IX. COMPLIANCE WITH LAWS

In performing their obligations hereunder, the parties hereto will comply with all applicable federal, state, and municipal laws.

(Remainder of page intentionally blank.)

IT IS SO AGREED:

**The City of Lorain, Ohio Utilities Department
(Sponsor)**

By: _____

Name: Joseph A. Carbonaro

Title: Director of Utilities

Date: _____

Approved as to Form

**Cleveland Museum of Natural History
(Implementer)**

By: _____

Name: Sonia Winner

Title: President and CEO

Date: _____

Approved as to Form



CITY OF LORAIN

City Council Regular Meeting

10. g.

Meeting Date: 09/02/2025

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN OHIO WATER POLLUTION CONTROL LOAN FUND WATER RESOURCE RESTORATION SPONSOR PROGRAM SPONSORSHIP AGREEMENT.

PURPOSE AND BACKGROUND:

WHEREAS, the State of Ohio has created the Water Pollution Control Loan Fund ("WPCLF") pursuant to O.R.C. 6111.036 to provide financial assistance for water resources protection and improvement actions; and

WHEREAS, the Ohio Environmental Protection Agency ("Ohio EPA") has created the Water Resource Restoration Sponsor Program ("WRRSP") within the WPCLF for the effective perpetual protection and maintenance of Ohio's high-quality aquatic ecosystem resources; and

WHEREAS, the City of Lorain has previously determined that the **Jaeger Road Pump Station is in need of improvement and expanded capacity**; and

WHEREAS, the City of Lorain, Utilities Department, intends to apply for WPCLF funding for the construction of the **Jaeger Road Pump Station Improvements**; and

WHEREAS, the City of Lorain Utilities Department recognizes and supports the conservation and enhancement of the natural resources to be performed by the Singer Lake Bog Expansion Project.

WHEREAS, the Cleveland Museum of Natural History has proposed acquiring and protecting valuable water resources through the Singer Lake Bog Expansion Project for a sponsorship amount not to exceed **\$537,000**; and

WHEREAS, the City of Lorain Utilities Department intends to participate in the WRRSP to assist the Singer Lake Bog Expansion Project up to the aforementioned sponsorship amount.

RECOMMENDATION TO COUNCIL:

Passage

Fiscal Impact

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

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

No direct funding will be expensed by the City of Lorain Utilities Department. Through sponsorship, the Utilities Department will receive an interest rate discount on their WPCLF Loan for the Jaeger Road Pump Station Improvements Project.

Attachments

Ordinance

LOI

DRAFT Agreement

Form Review

Inbox

Carrion

Mayor Bradley

JKoziura

P. Riley

Form Started By: Joe Carbonaro

Final Approval Date: 08/28/2025

Reviewed By

Rey Carrion

Jack Bradley

Joseph Koziura

Michele Beko

Date

08/26/2025 05:57 PM

08/26/2025 07:16 PM

08/26/2025 07:18 PM

08/28/2025 09:02 AM

Started On: 08/15/2025 12:16 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley	Absent		Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		



CITY OF LORAIN

City Council Regular Meeting

10. k.

Meeting Date: 10/20/2025

Submitted by: Dawn Walther

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF LORAIN, STATE OF OHIO AS PASSED BY ORDINANCE #35-25 BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025 AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

Appropriation for permanent budget.

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: 1,067,371
List of Funding Source and/or Account Number: Various
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Appropriation
Appropriation Attachment

Form Review

Inbox	Reviewed By	Date
JKoziura	Joseph Koziura	10/15/2025 10:06 PM
P. Riley	Michele Beko	10/16/2025 10:10 AM
Form Started By: Dawn Walther		Started On: 10/15/2025 02:04 PM
Final Approval Date: 10/16/2025		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF LORAIN, STATE OF OHIO AS PASSED BY ORDINANCE #35-25 BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025 AND DECLARING AN EMERGENCY.

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

SECTION I. That the following amount be appropriated from the following funds to provide for the current expenses and other expenditures in the City of Lorain, State of Ohio, beginning January 1, 2025, and ending December 31, 2025:

General Fund	
Fund Balance	\$1,000,000
Heritage TIF Fund	
Fund Balance	\$ 7,100
Deposits Held Fund	
Fund Balance	\$ 50,000
Police Levy Fund	
Fund Balance	\$ 10,271

SECTION II. That the following amounts be appropriated to the following funds:

General Fund	
Transfer Out – Capital Improvement Fund	\$1,000,000
Heritage TIF Fund	
Transfer Out – G.O. Bond Retirement Fund	\$ 7,100
Deposits Held Fund	
Trust & Agency Distribution	\$ 50,000
Police Levy Fund	
Transfer Out – Compensated Absences Reserve Fund	\$ 4,125
Transfer Out – Payroll Reserve Fund	\$ 6,146

SECTION III. That this Ordinance is passed by virtue of the provisions of Section 5705.40 Ohio Revised Code, all provisions of which have been complied with.

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

SECTION V. This ordinance is hereby declared to be an emergency, the nature of which is the immediate need to provide funding to meet contractual obligations. Therefore, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, provided 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: _____, 2025

President of Council

ATTEST: _____, 2025
Clerk of Council

Mayor

APPROVED: _____, 2025



The City of Lorain, Ohio

Joseph F. Koziura, Auditor

200 West Erie Avenue, 6th Floor
Lorain, OH 44052-1606

Phone: (440) 204-2090
Fax: (440) 204-2097

October 14, 2025

The Honorable Jack Bradley
Mayor of Lorain
200 West Erie Ave.
Lorain, OH 44052

Dear Mayor;

I am requesting that the following amounts be appropriated in the Permanent Budget by City Council at the next regular meeting as follows:

1)	Source of Funds:	General Fund Fund Balance 1010.XXXX	\$1,000,000
	Use of Funds:	General Fund- Transfer Out-Capital Improvement Fund 1010.X100.9000.4010	\$1,000,000

This request is to appropriate funds to reimburse the Capital Improvements Fund for underfunded capital projects in prior years.

2)	Source of Funds:	Heritage TIF Fund Fund Balance 2400.XXXX	\$7,100
	Use of Funds:	Heritage TIF Fund Transfer Out-G.O. Bond Retirement Fund 2400.R240.9000.3010	\$7,100

This request is to appropriate funds required to pay the current year debt service related to the TIF bonds the City has issued. The original budget passed was inadvertently short by this amount.

3)	Source of Funds:	Deposits Held Fund Fund Balance 8570.XXXX	\$50,000
	Use of Funds:	Deposits Held Fund Trust & Agency Distribution 8570.T857.9500.2100	\$50,000

This request is to appropriate funds required to refund monies on deposit with the City for various departments through the end of the year. Increased activity in releasing deposits collected during the year has resulted in us exceeding the original appropriated amount for this purpose.

3)	Source of Funds:	Police Levy Fund	
		Fund Balance	
		2590.XXXX	\$10,271
	Use of Funds:	Police Levy Fund	
		Transfer Out-Compensated Absences Reserve Fund	
		2590.S400.9000.2800	\$ 4,125
		Transfer Out-Payroll Reserve Fund	
		2590.S400.9000.2810	\$ 6,146

This request is to appropriate the amounts required to fund the current year compensated absences and payroll reserves transfers per ORC Sec. 5705.13(B). The original budget passed was inadvertently missing these items.

In each of these, the fund balances requested do not exceed the amount available. If you have any questions or concerns about these appropriation requests presented, please do not hesitate to contact me.

Respectfully,



Anita Harper
Chief Deputy Auditor



CITY OF LORAIN

City Council Regular Meeting

11. a.

Meeting Date: 10/20/2025

Submitted by: Maggie Partin, Deputy Clerk

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

A RESOLUTION IN SUPPORT OF RENEWAL ISSUES 21 & 22 FOR LORAIN CITY SCHOOLS

PURPOSE AND BACKGROUND:

WHEREAS, Lorain City Schools provide safe, secure school buildings, high-quality teaching, student support, and excellent educational opportunities from preschool through graduation; and

WHEREAS, Renewal Issues 21 & 22 continue existing funding that makes these services possible; and

WHEREAS, these levies are **renewals only**, not a tax increase, and represent no new cost to Lorain taxpayers; and

WHEREAS, the continued success of Lorain students directly impacts the strength, stability, and future of the City of Lorain;

RECOMMENDATION TO COUNCIL:

Lorain City Council consider for passage

Attachments

Resolution

Form Review

Inbox

P. Riley

Form Started By: Maggie Partin

Final Approval Date: 10/07/2025

Reviewed By

Michele Beko

Date

10/03/2025 09:46 AM

Started On: 10/02/2025 09:16 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

RESOLUTION NO. _____

**A RESOLUTION IN SUPPORT OF RENEWAL
ISSUES 21 & 22 FOR LORAIN CITY SCHOOLS**

WHEREAS, Lorain City Schools provide safe, secure school buildings, high-quality teaching, student support, and excellent educational opportunities from preschool through graduation; and

WHEREAS, Renewal Issues 21 & 22 continue existing funding that makes these services possible; and

WHEREAS, these levies are **renewals only**, not a tax increase, and represent no new cost to Lorain taxpayers; and

WHEREAS, the continued success of Lorain students directly impacts the strength, stability, and future of the City of Lorain;

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

SECTION I. This Council strongly endorses and supports the passage of Renewal Levies, Issues 21 & 22 for Lorain City Schools at the November General Election.

SECTION II. Council emphasizes that Issues 21 & 22 are simply the renewal of existing funding, not new money, ensuring that current programs and services continue without raising taxes.

SECTION III. The Clerk of Council shall forward a copy of this Resolution to the Lorain City Schools Board of Education and make it available to the public.

SECTION IV. 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 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 ORC Section 121.22.

SECTION V. This Resolution shall take effect at the earliest period allowed by law.

Approved: _____, 2025

President of Council

Clerk of Council

Mayor



CITY OF LORAIN

City Council Regular Meeting

11. b.

Meeting Date: 10/20/2025

Submitted by: Maggie Partin, Deputy Clerk

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

A RESOLUTION RECOGNIZING OCTOBER AS POLISH HERITAGE MONTH IN CITY OF LORAIN

PURPOSE AND BACKGROUND:

WHEREAS, Polish Americans have long played a vital role in shaping the social, cultural, and economic fabric of the United States, bringing with them proud traditions, enduring values, and a strong work ethic that continue to enrich our communities; and

WHEREAS, the month of October has been nationally designated as Polish Heritage Month, offering a dedicated time to honor and celebrate the deep-rooted history, vibrant culture, and countless contributions of Polish Americans, especially those who have helped build and strengthen the City of Lorain; and

WHEREAS, generations of Polish immigrants and their descendants have helped foster growth and opportunity in Lorain, leaving a lasting legacy in fields such as education, public service, industry, and the arts; and

WHEREAS, recognizing and honoring the diverse cultural heritage of our residents—such as the contributions of the Polish American community—helps uphold the inclusive and multicultural identity of Lorain, the International City.

RECOMMENDATION TO COUNCIL:

Lorain City Council consider

Attachments

Resolution

Form Review

Form Started By: Maggie Partin
Final Approval Date: 10/07/2025

Started On: 10/01/2025 09:29 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

RESOLUTION _____

**A RESOLUTION RECOGNIZING
OCTOBER AS POLISH HERITAGE
MONTH IN THE CITY OF LORAIN**

WHEREAS, Polish Americans have long played a vital role in shaping the social, cultural, and economic fabric of the United States, bringing with them proud traditions, enduring values, and a strong work ethic that continue to enrich our communities; and

WHEREAS, the month of October has been nationally designated as Polish Heritage Month, offering a dedicated time to honor and celebrate the deep-rooted history, vibrant culture, and countless contributions of Polish Americans, especially those who have helped build and strengthen the City of Lorain; and

WHEREAS, generations of Polish immigrants and their descendants have helped foster growth and opportunity in Lorain, leaving a lasting legacy in fields such as education, public service, industry, and the arts; and

WHEREAS, recognizing and honoring the diverse cultural heritage of our residents—such as the contributions of the Polish American community—helps uphold the inclusive and multicultural identity of Lorain, the International City.

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

SECTION I. That the Lorain City Council hereby proclaims October 2025 as Polish Heritage Month in the City of Lorain and encourages all residents to reflect on, learn about, and take part in celebrating the heritage, achievements, and enduring spirit of Polish Americans.

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 open meetings 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, all in compliance with legal requirements, including O.R.C. Section 121.22.

SECTION III. That this resolution shall take effect and be in force at the earliest period allowed by law.

Passed: _____, 2025

President of Council

Attest: _____
Clerk of Council

Mayor



CITY OF LORAIN

City Council Regular Meeting

11. c.

Meeting Date: 10/20/2025

Submitted by: Maggie Partin, Deputy Clerk

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

A RESOLUTION HONORING, CELEBRATING AND DECLARING THE MONTH OF OCTOBER AS BREAST CANCER AWARENESS MONTH IN THE CITY OF LORAIN, OHIO

PURPOSE AND BACKGROUND:

WHEREAS, breast cancer continues to affect countless families across the nation and here in our own community in Lorain, touching the lives of our mothers, daughters, sisters, friends, and neighbors; and;

WHEREAS, Breast Cancer Awareness Month, first established in 1985, serves as a national movement to increase awareness, encourage early detection through screening, and support ongoing research for a cure; and

WHEREAS, numerous national and local organizations, including the American Cancer Society and Susan G. Komen for the Cure, as well as healthcare providers and community groups right here in Lorain County, play a vital role in promoting awareness, offering support services, and funding lifesaving research; and

WHEREAS, breast cancer remains a leading cause of cancer-related deaths among women, with over 43,000 lives lost each year in the United States, underscoring the importance of regular screenings, timely diagnosis, and access to quality care; and

WHEREAS, the residents of Lorain have long demonstrated a deep commitment to community health and compassion for those in need, and by supporting Breast Cancer Awareness Month, we reaffirm our dedication to the well-being of all who call our city home; and

WHEREAS, through education, advocacy, early detection, and community-based initiatives, we can reduce the impact of breast cancer and honor the courage of those who have battled the disease, including many right here in the City of Lorain.

RECOMMENDATION TO COUNCIL:

Lorain City Council consider

Attachments

Resolution

Form Review

Form Started By: Maggie Partin
Final Approval Date: 10/07/2025

Started On: 10/01/2025 09:38 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

Resolution No. _____
A RESOLUTION HONORING,
CELEBRATING AND DECLARING THE
MONTH OF OCTOBER AS BREAST
CANCER AWARENESS MONTH IN THE
CITY OF LORAIN, OHIO

WHEREAS, breast cancer continues to affect countless families across the nation and here in our own community in Lorain, touching the lives of our mothers, daughters, sisters, friends, and neighbors; and; and

WHEREAS, Breast Cancer Awareness Month, first established in 1985, serves as a national movement to increase awareness, encourage early detection through screening, and support ongoing research for a cure; and

WHEREAS, numerous national and local organizations, including the American Cancer Society and Susan G. Komen for the Cure, as well as healthcare providers and community groups right here in Lorain County, play a vital role in promoting awareness, offering support services, and funding lifesaving research; and

WHEREAS, breast cancer remains a leading cause of cancer-related deaths among women, with over 43,000 lives lost each year in the United States, underscoring the importance of regular screenings, timely diagnosis, and access to quality care; and

WHEREAS, the residents of Lorain have long demonstrated a deep commitment to community health and compassion for those in need, and by supporting Breast Cancer Awareness Month, we reaffirm our dedication to the well-being of all who call our city home; and

WHEREAS, through education, advocacy, early detection, and community-based initiatives, we can reduce the impact of breast cancer and honor the courage of those who have battled the disease, including many right here in 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, on behalf of all the residents of the City of Lorain, hereby recognizes, celebrates and declares the month of October as “Breast Cancer Awareness Month” in the City of Lorain, Ohio.

SECTION II That Councilwoman Mary Springowski, along with all of Lorain City Council, urges citizens, local businesses, schools, health professionals, nonprofit organizations, and faith-based groups to participate in local events and initiatives that raise awareness, promote early detection, and provide support to those affected by breast cancer in our community.

SECTION III. 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 open meetings 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, all in compliance with legal requirements, including O.R.C. Section 121.22.

SECTION IV. That this resolution shall take effect and be in force at the earliest period allowed by law.

Passed: _____, 2025

Attest: _____, Clerk

President of Council

Mayor



CITY OF LORAIN

City Council Regular Meeting

11. d.

Meeting Date: 10/20/2025

Submitted by: Lori Kokoski, HR Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE TO ENTER INTO A CONTRACT WITH MEDICAL MUTUAL OF OHIO FOR THE RENEWAL OF THE CITY OF LORAIN'S HEALTH BENEFITS PLAN WHICH MMO ADMINISTERS AND STOP-LOSS COVERAGE AND DECLARING AN EMERGENCY

PURPOSE AND BACKGROUND:

PROVIDE FOR THE CONTINUED HEALTH CARE BENEFITS FOR EMPLOYEES OF THE CITY OF LORAIN

RECOMMENDATION TO COUNCIL:

CONSIDERATION FOR PASSAGE

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Yes
Estimated Total Expenditure: \$1,000,000
List of Funding Source and/or Account Number: 7020.I702.6300.1500
Estimate of Incoming Revenue (fees, grants, etc.): 0
Financing Requirements (Bonds, Loans, Lease, etc.):
This is the contract for 2025

Attachments

ORDINANCE
Addendum
Stop Loss

Form Review

Inbox	Reviewed By	Date
Carrion	Rey Carrion	10/01/2025 04:29 PM
Mayor Bradley	Jack Bradley	10/02/2025 08:23 AM
JKoziura	Joseph Koziura	10/02/2025 01:59 PM
P. Riley	Michele Beko	10/03/2025 09:46 AM
Form Started By: Lori Kokoski		Started On: 09/23/2025 02:28 PM
Final Approval Date: 10/07/2025		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SAFETY/SERVICE
TO ENTER INTO A CONTRACT WITH MEDICAL MUTUAL OF OHIO (MMO)
FOR THE RENEWAL OF THE CITY OF LORAIN HEALTH BENEFITS PLAN WHICH
MMO ADMINISTERS AND STOP-LOSS COVERAGE AND DECLARING AN EMERGENCY

Whereas, the current contract for the City of Lorain Employees Health Benefit Plan expired on December 31, 2024 and MMO has proposed to renew its agreement with the City of Lorain effective January 1, 2025; and,

Whereas, the Administration has determined that it is in the best interest of the City to enter into a renewal agreement with MMO for the continuation of health benefits for the City of Lorain Employees; and,

Whereas, the terms of the renewal proposal directed to certain financial obligations of the parties are set forth in Exhibit A which is attached hereto and incorporated herein by reference; and,

Whereas, the benefits to be provided to the eligible employees of the City of Lorain and covered employee dependents pursuant to the proposed contract with MMO are summarily set forth in Exhibit B which is attached hereto and made a part hereof by reference.

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

SECTION I. That the Director of Public Safety/Service is hereby authorized to enter into an agreement with Medical Mutual of Ohio (MMO) for the administration of the Lorain Health Benefits Plan and Stop Loss Coverage from January 1, 2025 through December 31, 2025 in accordance with the terms and conditions set forth in Exhibit A and Exhibit B attached hereto and included herein as if fully rewritten.

SECTION II. 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 any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION III. That this ordinance is hereby declared to be an emergency, the nature of the emergency being the immediate need to renew the Lorain Health Benefits Plan and Stop Loss Coverage as the current contract expired effective December 31, 2024. Failure to renew the Lorain Health Benefits Plan and Stop Loss Coverage could result in extraordinary expense to the City for payment of health care expenses incurred by eligible city employees and their covered dependents during a period when the Plan is not in effect. 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: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

MAYOR

APPROVED: _____, 2025

**RENEWAL
ADDENDUM I
ASO WEEKLY INVOICING**

This Addendum to the Agreement between **City of Lorain #848483** (the "Group") and Medical Mutual Services, L.L.C. ("Medical Mutual Services") is an amendment to the Agreement and supersedes any prior invoicing Addendum and has been adopted pursuant to the section of the Agreement entitled "Amendments".

Section 1: Definitions

- A. Access Fees: Amounts paid to Medical Mutual Services and/or the provider network(s) by the Group for use of the provider network(s).
- B. Adjudicated Claim: An Incurred Claim which has been processed and approved for payment but has not been released for payment by Medical Mutual Services.
- C. Administrative Fee: The monthly amount paid to Medical Mutual Services by the Group to cover administrative and other expenses per Participant per month. The Administrative Fee is specified in Exhibit A.
- D. Agreement Period: The period beginning **January 1, 2025** through December 31, 2025.
- E. Allowed Amount: The amount Medical Mutual Services pays to the Provider or the Participant for the individual claim, after the claim has been adjudicated and released for payment. For Network Providers and contracting Providers, the Allowed Amount is the lesser of Medical Mutual Services' negotiated amount with the Provider or the Provider's billed charges. For non-contracting Providers, the Allowed Amount is Medical Mutual Services' non-contracting rate, which is the maximum amount allowed by Medical Mutual Services for Covered Services provided by a non-contracting Provider. The non-contracting rate is based on various factors, including, but not limited to, market rates for that service, negotiated amounts with Network Providers for that service, and Medicare reimbursement rates for that service. For the purposes of the No Surprises Act, Group agrees that in order to determine the "Qualifying Payment Amount," such amount will be based upon the median negotiated rate of contracting Providers for all self-funded plans administered by Medical Mutual Services.
 - (i) For claims paid to hospitals and other institutional providers, the Allowed Amount does not include adjustments or settlements due to maximum charge increase limitation violations or any settlement, incentive or adjustment that does not accrue to a specific claim at the time the claim is adjudicated or adjusted.

- (ii) Unless otherwise specified in a separate Pharmacy addendum to this Agreement, for claims involving prescription drugs, the Allowed Amount does not include any formulary rebates paid under the medical or pharmacy benefit or guaranteed discount settlements. Beginning on January 1, 2023, Medical Mutual Services, through its affiliate, receives the difference between the charges contracted with the Pharmacy Benefit Manager (PBM) and the Allowed Amount billed to the Group. This amount is sometimes referred to as spread pricing. The rebates, guaranteed discount settlements and spread pricing are all part of Medical Mutual Services' reasonable compensation for providing PBM services to the Plan.
- (iii) In certain circumstances, Medical Mutual Services, through an affiliated company, may have an agreement or arrangement with a vendor which purchases services, supplies or products from Providers instead of Medical Mutual Services contracting directly with Providers themselves. Medical Mutual Services' agreement or arrangement with that vendor may not reflect the vendor's purchase price from the Provider, but may be based on some other contractual arrangement, such as a guaranteed discount.

The Allowed Amounts, in these circumstances, will be based on the price Medical Mutual Services receives from the vendor and not upon the vendor's actual purchase price from the Provider. Vendors include, but are not limited to, durable medical equipment providers, other managed care providers, home health providers and other provider networks.

- (iv) When the Covered Person receives services outside of the State of Ohio, the claims for Covered Services will be processed whenever possible through a vendor relationship with another Provider network with which Medical Mutual Services has contracted. The Allowed Amount for a claim submitted by an out-of-state Provider will be based on the contractual arrangement the Provider has with the network program. If there is no agreement with a network Provider, the Allowed Amount will be based on the Non-Contracting Amount. The Group shall not be entitled to any further reduction or adjustment in the price of the claim other than what Medical Mutual Services receives from the network program.
- (v) Group acknowledges that Medical Mutual Services and/or affiliated companies have entered into value-based contracts to reimburse and/or pay incentives to Providers based on performance targets or other contractual obligations designated by Medical Mutual Services. Amounts paid by Medical Mutual Services to Providers attributable to Participants pursuant to such value-based contracts are designated as Allowed Amounts but are not subject to Participant cost sharing (e.g., deductibles, coinsurance or copays).

- F. Covered Charges: The charges, as set forth in the Provider's charge master, for Covered Services.
- G. Incurred Claim: A claim for Covered Services, as defined in the applicable Benefit Book(s), that has beginning service dates on or after the effective date of the Agreement and prior to the Termination Effective Date of the Agreement.
- H. Net Covered Charges: Covered Charges less any deductibles, copayments, coinsurance or other patient liabilities and any amounts paid by other parties resulting from coordination of benefits, subrogation, workers' compensation and other party liability.
- I. Paid Claim: An Adjudicated Claim for which Medical Mutual Services has reimbursed the Provider or Participant on behalf of the Group. A claim is considered a Paid Claim as of the date shown on the remittance advice issued by Medical Mutual Services. Claims will be paid in accordance with Medical Mutual Services' claims disbursement schedule.
- J. Provider Discount: Covered Charges minus the Allowed Amount.
- K. Taxes and Out of State Surcharges: Certain states, such as New York and Massachusetts, have enacted legislation which imposes surcharges on certain health care costs incurred by Covered Persons receiving services in those states. Medical Mutual Services will pay the Out of State Surcharges directly to each state for the Group. The Group will be invoiced for actual Out of State Surcharges paid by Medical Mutual Services. Payment is due in accordance with the terms of the invoice. No additional Administrative Fee will be charged for this service. The same procedure will apply if other states pass similar legislation.

If any other tax (other than state or federal income taxes) or any other assessment or fee is assessed against the Plan, Medical Mutual Services shall have no obligation to pay such tax, assessment or fee. The Group shall pay such tax, assessment or fee, once it determines it is subject to it. If Medical Mutual Services pays any such taxes, assessments or fees on behalf of Group, the Group agrees to reimburse Medical Mutual Services for the full amount of such taxes, assessments or fees.

- L. Termination Effective Date: 12:01 a.m. on the date the Agreement terminates for the Group, any line(s) of business or any section(s) thereof, as specified pursuant to a written termination notice from one party to the other.

Section 2: Invoicing

- A. Weekly Invoices: Throughout the Agreement Period, Medical Mutual Services shall invoice the Group each week for claims paid by Medical Mutual Services during the preceding week, and for Stop Loss credits as notified by the Stop Loss carrier. The Group will pay the invoiced amounts on the second business day following the date of the invoice. If payment of the invoice is not received when due, Medical Mutual Services will suspend processing of the Group's claims and will not release future claim payments until payment is received from the Group. Medical Mutual Services reserves the right to pay out-of-state network claims first when payment is received, regardless of the order of claim receipt. Group acknowledges that if it fails to pay claims invoices on a timely basis and claims payments are held pending payment, some Providers (including out of state Providers that have contracts with Medical Mutual Services' network vendor) may refuse to honor the contractual discount. In that case, the Group agrees that it, and not Medical Mutual Services, will be responsible for payment of the full Net Covered Charges and the Participant's cost sharing, if any, will be based on Covered Charges instead of the Allowed Amount.
- B. Monthly Invoices: Throughout the Agreement Period Medical Mutual Services shall issue on a monthly basis an invoice for the Administrative Fee and for Stop Loss Premiums, on behalf of the Stop Loss Carrier. In addition, Medical Mutual Services shall issue a separate invoice on a monthly basis for the month's claims less amounts paid for weekly invoices for the month. Payment for each monthly invoice will be due to Medical Mutual Services on the first of each month or within ten (10) days of the date of the invoice, whichever is later. If the invoice is not paid when due, Medical Mutual Services will suspend payment of the Group's claims and will not release future claim payments until payment is received from the Group.
- C. Without waiving any other remedies Medical Mutual Services may have for non-payment or late payment by the Group of any amounts billed by Medical Mutual Services, including, but not limited to, Claims, Monthly Invoices and Out of State Surcharges, Medical Mutual Services reserves the right to change the Plan's claims invoicing method, described in 2A above, and will bill for claims adjudicated rather than claims paid. This means that Medical Mutual Services will invoice the Group for claims that are ready to be paid, but will not release those payments until funds for such claims are received from the Group. The change to an adjudicated invoicing method will commence immediately upon notification to the Group.
- D. Medical Mutual Services, through an affiliated company, has Agreements with Providers, including hospitals. Some of these Agreements with Providers allow discounts, allowances, incentives, adjustments and settlements. These amounts are for the sole benefit of Medical Mutual Services and Medical Mutual Services will retain certain of the payments resulting therefrom as more fully set forth in Section 1E hereof. Allowed Amounts shall be calculated as provided herein, and deductibles, copayments, coinsurance and benefit accumulations shall be calculated as set forth in Addendum III or the Benefit Book(s).

- E. The Group acknowledges and understands that the Allowed Amount may exceed the amount of Net Covered Charges for the Covered Services and that some of its payment responsibilities are nevertheless based on the Allowed Amount and not upon the lesser of Net Covered Charges or the Allowed Amount.

Section 3: Management Reports

Medical Mutual Services shall prepare the following standard management reports for the Group:

- Monthly Claims Detail
- Annual Renewal Package
- Quarterly Reporting Package

Reports or analyses not listed herein may be provided by Medical Mutual Services for a reasonable fee upon request of the Group.

Section 4: Changes to the Funding Arrangement

- A. At least sixty (60) days prior to the renewal date of the Agreement, Medical Mutual Services will notify the Group of any changes in the Administrative Fees, Access Fees or other fee(s) and Agreement terms. From time to time, vendors and/or service providers can adjust their fees. When possible, depending upon the amount of advance notice Medical Mutual Services receives from the vendor/service provider, Medical Mutual Services will provide at least thirty (30) days' advance notice of the fee adjustment to the Group.
- B. Medical Mutual Services reserves the right to adjust the Administrative Fees for the Agreement Period if the Group's monthly enrollment changes, either in aggregate or for a specific line of business, by ten percent (10%) from the expected monthly enrollment specified in Exhibit A. Any adjustment in Administrative Fees will be effective as of the date of the change in enrollment.

Section 5: Termination

If the Agreement terminates for the Group, line(s) of business or any section(s) thereof:

- A. Medical Mutual Services will continue to process Incurred Claims where the incurred date(s) preceded the Termination Effective Date and which were received by Medical Mutual Services in accordance with the Group's applicable Benefit Book(s) and this Addendum I.
- B. For the first twelve (12) weeks following the Termination Effective Date, Medical Mutual Services shall continue to invoice the Group weekly as described in Section 2A of this Addendum I.
- C. After the first twelve weeks following the Termination Effective Date, Medical Mutual Services will invoice the Group Paid Claims monthly or less frequently, through the twenty-fourth (24th) month after the Termination Effective Date. Payment of each invoice is due within ten (10) days of the date of the invoice.

- D. Following the Termination Effective Date, Medical Mutual Services will continue to invoice the Group for Out of State Surcharges and Access Fees.
- E. Medical Mutual Services will not process, pay or adjust any claims after the twenty-fourth (24th) month following the Termination Effective Date and any claims submitted thereafter, if payable, in whole or in part, under the applicable Benefit Book(s) shall be the Group's payment responsibility solely and shall not be a liability of Medical Mutual Services.
- F. Following the Termination Effective Date, if Medical Mutual Services receives any checks for payment of subrogation claims, Medical Mutual Services will forward those amounts to the Group, less any amounts related to the third party claim paid under applicable stop loss insurance for the Covered Person.
- G. For three consecutive months following the Termination Effective Date, Medical Mutual Services will invoice the Group for the Administrative Fee per Participant times the greater of the number of Participants in effect in each applicable section at the Termination Effective Date or the average number of Participants in effect in each applicable section for the three (3) months immediately prior to the Termination Effective Date. The Group shall pay the invoiced amounts within ten (10) days of the date of each invoice.
- H. If the Group does not pay any invoiced amount due on the date specified for payment, Medical Mutual Services may suspend payment of claims and any other responsibilities it may have after the Termination Effective Date until payment is received.

IN WITNESS WHEREOF, the Group and Medical Mutual Services have signed this Addendum I:

City of Lorain
(The Group)

Medical Mutual Services, L.L.C.
(Medical Mutual Services)

Signature

Signature

Title

Title

Date

Date

MEDICAL MUTUAL SERVICES, L.L.C.

EXHIBIT A

to

Addendum I

for

City of Lorain #848483

January 1, 2025 through December 31, 2025

Page 1 of 4

Administrative Fees per Participant per month:

Medical	\$48.38
Drug (per script)	\$3.25 (includes \$1.10 APM Fee* and \$1.10 RxARMOR Fee**)

*The Advanced Pharmacy Management (APM) program uses our dedicated pharmacy experts to oversee PBM operations and clinical functions. This includes, but is not limited to, claim and benefit auditing, pharmacy network oversight, coverage management criteria development, and oversight of our PBM partner to ensure that only accurate claims for the most clinically appropriate drug for a patient's need is filled and covered.

**RxARMOR is a member-centric program offered by Medical Mutual that uses a combination of analytics and pharmacists' knowledge to target individual members who have opportunities to drive significant improvements to their drug therapies and, simultaneously, reduce expenses for the Group and its members. Medical Mutual will engage with members, their prescribers and pharmacies to adjust members' drug therapies to clinically appropriate, evidence-based and less-costly therapies.

Loyalty Credit: \$92,000 for January 1, 2025 through December 31, 2025

Medical Mutual has agreed to provide an administrative invoice credit of \$92,000 to be applied to a Group's administrative invoice during the first quarter of 2025. The credit is contingent upon: (1) this Agreement and the Renewal Addenda, as applicable, issued by Medical Mutual are fully executed; (2) Medical Mutual continuing to be the Group's exclusive claims administrator for all existing lines of business (Medical and Prescription Drug) and the Group's exclusive stop loss carrier through December 31, 2025; and (3) RxARMOR being implemented January 1, 2025 and the Group meeting with Medical Mutual's Clinical and Pharmacy team twice in 2025. In the event the requirements in "(1)", "(2)" and "(3)" of this paragraph are not met, the full amount of loyalty credit received must be paid back to Medical Mutual Services within thirty (30) days of Medical Mutual's request for repayment. For avoidance of doubt, a subsidiary or affiliate of Medical Mutual does not constitute Medical Mutual being the exclusive claims administrator or stop loss carrier.

MEDICAL MUTUAL SERVICES, L.L.C.

**EXHIBIT A
to
Addendum I
for**

City of Lorain #848483

January 1, 2025 through December 31, 2025

Page 2 of 4

ProgenyHealth Maternity Care Management Fee for neonatal intensive care unit (NICU) admissions:

\$2,068.76* per NICU admission, plus ProgenyHealth's fee of 20% of any savings achieved.

*This per-admission fee is subject to an annual increase by ProgenyHealth but may, also, be lowered if Medical Mutual's book of business reaches a higher case volume threshold.

Vendor fee for chronic kidney disease management: \$200 - \$400 per engaged member per month, based upon stage of the condition.

Wellness Initiative Fund: \$10,000 for January 1, 2025 through December 31, 2025

Wellness Funds must be spent during this contract period and do not carry-over to subsequent contract periods. Medical Mutual reserves the right to adjust the Wellness Initiative Fund if the Group's monthly medical enrollment declines by ten percent (10%) from the expected medical monthly enrollment specified below. Any adjustment to the Wellness Initiative Fund will be effective as of the date of the change in medical enrollment; however, Medical Mutual will not retroactively take back Wellness Initiative Funds already spent as of the change in medical enrollment.

Enrollment: 441

MEDICAL MUTUAL SERVICES, L.L.C.

EXHIBIT A

to

Addendum I

for

City of Lorain #848483

January 1, 2025 through December 31, 2025

Page 3 of 4

Provider Discount Guarantee

Medical Mutual Services will provide the Group a Provider Discount guarantee of at least 54% of Covered Charges for Ohio, in-Network, medical, services for which coverage administered by Medical Mutual Services is primary. If the actual Provider Discount achieved by Medical Mutual Services for the Agreement Period beginning January 1, 2025 is less than the Provider Discount guarantee, Medical Mutual Services will reimburse the Group based on the table shown below. The Provider Discount guarantee measurement will be based on claims incurred from January 01, 2025 through December 31, 2025 and paid from January 01, 2025 through March 31, 2026.

Provider Discount Achieved

Administrative Fee Reimbursement*

>= 54%	0%
Between 49% and 54%	(54% minus the actual Provider Discount) divided by 5%, times 10%
<= 49%	10%

*Administrative fees include Medical Administrative Fees paid only (e.g. Chronic Condition Management fees are excluded). This discount guarantee is subject to change if enrollment varies by 10% or more and/or the geographic distribution of members changes significantly. This guarantee will not apply to subsequent years. The Group must renew its contract with Medical Mutual Services for the Agreement Period subsequent to the Agreement Period for which the penalty is calculated in order to receive a payment.

The Provider Discount guarantee assumes the Provider agreements and/or network composition agreements are not limited by or materially changed by any applicable laws or regulations. If a hospital freezes or reduces its charge master (Billed Charges) during an Agreement Period, Medical Mutual Services will adjust the Covered Charges by the same proportion as any required increase in reimbursement due (Allowed Amount) under the hospital and provider contract. Claims submitted by the provider billed at the Allowed Amount, for which no additional contractual reduction is available, will be excluded. Amounts paid to Providers as part of a quality incentive program or fund are not included in the calculation of the Provider Discount. Claims for services provided by any children's hospital or any professional provider employed by any children's hospital are excluded from any discount guarantee. Charges for certain denied claims, that Medical Mutual has determined to be eligible for discount calculations, will be included. This may include savings generated through certain claim line items denied for lack of medical necessity in otherwise payable claims or lack of prior authorization, as long as the liability has not been shifted to the claimant. Claims in excess of \$125,000 may be removed in their entirety from the discount guarantee calculation.

MEDICAL MUTUAL SERVICES, L.L.C.

EXHIBIT A

to

Addendum I

for

City of Lorain #848483

January 1, 2025 through December 31, 2025

Page 4 of 4

Provider Discount Guarantee cont'd

It is Medical Mutual's position that the information contained in this response constitutes trade secrets protected by O.R.C. §1333.61, et seq. This information would provide an economic benefit to our competitors. Medical Mutual takes steps to keep the information confidential by marking it as "proprietary" and by using non-disclosure agreements, where applicable, to protect its confidentiality when it is released. O.R.C. §1333.62 protects against misappropriation of trade secrets by allowing courts to enjoin disclosure.

Under O.R.C. §149.43(a)(1)(v) records are not public if the release of the records is prohibited by state or federal law. Since trade secrets are protected by the state law set forth in O.R.C. §1333.62, the exception against disclosure set forth in §149.43(a)(1)(v) applies to this response.

Medical Mutual Services, L.L.C.

Prescription Drug Rebate Amendment to Addendum I

This Amendment is incorporated into the Agreement between Medical Mutual Services, L.L.C. ("Medical Mutual Services") and City of Lorain #848483 (the "Group"). In the event of a conflict between this Amendment and the underlying Agreement, the terms of the Amendment shall take precedence. This Amendment is effective on January 1, 2025, regardless of the date signed below.

RECITALS

- (1) Medical Mutual Services and the Group have entered into an Agreement wherein Medical Mutual Services processes hospital, medical and prescription drug claims on behalf of the Group's Covered Persons.
- (2) Medical Mutual Services contracts with manufacturers and pharmacy benefits managers (PBMs) to obtain discounts on prescription drugs covered under both the medical and pharmacy benefits offered to its customers.
- (3) Medical Mutual Services is entitled to certain drug rebates from the manufacturers and PBMs for prescription drug claims paid under the Group's pharmacy or medical benefits.
- (4) Medical Mutual Services has agreed with the Group to share the drug rebates on Qualified Rebate Prescriptions with the Group, as set forth on Exhibit A, and both parties agree that the Agreement should be amended to reflect the understanding of the parties with respect to the drug rebates.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree to the following:

PROVISIONS

Section 1: Definition

- 1.1 Qualified Rebate Prescriptions: brand name prescriptions, for which Medical Mutual Services receives a rebate from its PBM vendor and/or manufacturers on certain claims for the Group's Covered Persons. Qualified rebate prescriptions exclude: 340b claims; compound drug claims; bulk chemicals (if not included in compound drugs); vaccine claims; COB/secondary payor claims; paper or member-submitted claims; discount card claims (100% unfunded benefit); rebates received for prescription drugs covered under the Plan's medical benefit; claims older than 180 days; and generic drug claims.

Section 2: Sharing of Rebates

- 2.1 The PBM has negotiated certain agreements with pharmaceutical manufacturers pursuant to which PBM receives rebates for certain Prescription Drugs dispensed to members ("Drug Rebates"). PBM will pay Medical Mutual Services a portion of those rebates, and Medical Mutual Services will share a portion with the Group, as described herein. This amount is set forth on Exhibit A of this Amendment.
- 2.2 Medical Mutual Services has entered into a contract with manufacturers and PBMs to provide pharmacy benefit and network services to Medical Mutual Services' covered groups.
- 2.3 PBMs receive rebates from certain drug manufacturers of brand name drugs. The manufacturers and PBMs share certain rebates with Medical Mutual Services.
- 2.4 Medical Mutual Services and the Group agree that the Group's share of any rebates will be based on the number of Qualified Rebate Prescriptions filled by Covered Persons. The amounts per prescription are shown on Exhibit A of this Amendment.
- 2.5 The rebate amounts to be paid per Qualified Rebate Prescription shown on Exhibit A may be changed by Medical Mutual Services if: (i) substantial changes are made to the benefits offered by the Group; (ii) there is a change in the formulary identified on Exhibit A; (iii) there is a significant change in the Group's enrollment; (iv) a change occurs in government legislation which materially impacts the current economics of the rebate process between pharmaceutical manufacturers and managed care organizations that has a material adverse impact on the rebates that Medical Mutual Services receives; or (v) there are unexpected industry changes, such as: a generic drug unexpectedly introduced to the market; unexpected OTC introductions; unexpected FDA recalls or market withdrawals; unexpected drug manufacturer changes to pricing and/or rebates; unexpected launches of authorized brand drug alternatives; and unexpected biosimilar introductions.
- 2.6 These rebates will be available to the Group only so long as the Agreement with Medical Mutual Services is in effect and so long as the contract between Medical Mutual Services and its PBM is in effect.
- 2.7 Any applicable rebate amounts will be provided to the Group and will appear as a credit on the Group's monthly invoice.

- 2.8 Should a market change occur resulting in a reduction in rebates due to the introduction of a clinically comparable, but lower, rebated drug or a reduction in the drug price of a Qualified Rebate Prescription, rebate guarantees may be adjusted, or a rebate offset may be applied to the monthly rebates owed to the Group. If a rebate offset is required, the offset will be based on the difference between the rebates for the impacted drug prior to the market change and after and will appear on the Group's monthly invoice.

Other than as amended above, the terms and conditions set forth in the Agreement remain unchanged.

City of Lorain
(The Group)

Medical Mutual Services, L.L.C.
(Medical Mutual Services)

Signature

Signature

Title

Title

Date

Date

EXHIBIT A
to
Prescription Drug Rebate Amendment to Addendum I
for
City of Lorain
Number: 848483
January 1, 2025 through December 31, 2025

Prescription drug rebates are payable to the Group as shown below.

These rebates are contingent upon the Group's enrollment in the formulary identified below and are subject to Section 2.5 of the Prescription Drug Rebate Amendment. If the formulary changes, Medical Mutual Services reserves the right to adjust the rebate amounts.

Formulary: Basic Plus

For Qualified Rebate Prescriptions:

	1/1/2025 - 12/31/2025
retail brand script	\$210.30
retail 90 brand script	\$630.95
mail order brand script	\$711.15
specialty brand script	\$3,315.00

It is Medical Mutual's position that the information contained in this response constitutes trade secrets protected by O.R.C. §1333.61, et seq. This information would provide an economic benefit to our competitors. Medical Mutual takes steps to keep the information confidential by marking it as "proprietary" and by using non-disclosure agreements, where applicable, to protect its confidentiality when it is released. O.R.C. §1333.62 protects against misappropriation of trade secrets by allowing courts to enjoin disclosure.

Under O.R.C. §149.43(a)(1)(v) records are not public if the release of the records is prohibited by state or federal law. Since trade secrets are protected by the state law set forth in O.R.C. §1333.62, the exception against disclosure set forth in §149.43(a)(1)(v) applies to this response.

PHARMACY PRICING GUARANTEE AMENDMENT TO ADDENDUM I
for
City of Lorain

Section 1: Defined Terms. In addition to the defined terms set forth in Article I (Definitions) of the Agreement, the following definitions shall apply:

- 1.1 “Brand Drug” means a prescription drug that is included in Medical Mutual Services’ formulary and is not a Generic or Specialty Drug.
- 1.2 “Excluded Claims” mean compound drug claims, bulk chemicals (if not included in compound drug), COB/secondary payor claims, discount card (e.g., 100% unfunded benefit) claims, home infusion pharmacy claims, Indian Health Services, Tribal or Urban Indian Health claims, long-term care pharmacy claims, military pharmacy and Veteran Affairs pharmacy claims, member-submitted claims, subrogation claims, and vaccine claims. Excluded Claims are not included in the effective rate pricing guarantees (Minimum Brand Drug Effective Rate, Minimum Generic Drug Effective Rate, Minimum Specialty Drug Effective Rate).
- 1.3 “Generic Drug” means a prescription drug that is generally produced by more than one manufacturer. It is chemically the same as and usually costs less than the Brand Drug for which it is being substituted.
- 1.4 “Maximum Aggregate Dispensing Fee” means the following for each Pricing Channel: The formula for this guarantee will be Aggregate Dispensing Fees of Qualified Claims divided by total number of Qualified Claims.
 - “Aggregate Dispensing Fees” mean the total of all Dispensing Fees charged on Qualified Claims before the application of Copayment.
 - The Maximum Aggregate Dispensing Fee shall be applied to all Brand Drug Qualified Claims separate and apart from all Generic Drug Qualified Claims.
 - For avoidance of doubt, ingredient cost and taxes are not included in the Aggregate Dispensing Fees.
- 1.5 “Minimum Brand Drug Effective Rate” means the following guarantee formula for each Pricing Channel: The formula for this guarantee is 1 minus (Aggregate Discounted Ingredient Cost divided by Aggregate Undiscounted Average Wholesale Price).
 - “Aggregate Discounted Ingredient Cost” means the total ingredient cost paid on Qualified Claims before the application of the member’s copayment, deductible, coinsurance or any other applicable charges (hereinafter referred to as “member cost sharing”).
 - “Aggregate Undiscounted AWP” means the AWP of the 11-digit NDC of the product dispensed on all Qualified Claims, and in no event shall average AWP be used.

- For avoidance of doubt, Dispensing Fees and taxes are not included in the Aggregate Discounted Ingredient Cost or the Aggregate Undiscounted AWP.
- Both the Aggregate Discounted Ingredient Cost and Aggregate Undiscounted AWP shall be based on the date of service for each Qualified Claim.
- All Qualified Claims that are Brand Drug Paid Claims shall be included in the guarantee.
- Brand Drug Qualified Claims will be included in this guarantee at the applicable ingredient cost before member cost sharing.

1.6 “Minimum Generic Drug Effective Rate” means the following for each Pricing Channel. The formula for this guarantee is 1 minus (Aggregate Discounted Ingredient Cost divided by Aggregate Undiscounted AWP).

- “Aggregate Discounted Ingredient Cost” means the total ingredient cost paid on Qualified Claims before the application of member cost sharing.
- “Aggregate Undiscounted AWP” means the AWP of the 11-digit NDC of the product dispensed on all Qualified Claims, and in no event shall average AWP be used.
- For avoidance of doubt, Dispensing Fees and taxes are not included in the Aggregate Discounted Ingredient Cost or the Aggregate Undiscounted AWP.
- Both the Aggregate Discounted Ingredient Cost and Aggregate Undiscounted AWP shall be based on the date of service for each Qualified Claim.
- All Qualified Claims that are Generic Drug Paid Claims shall be included in the guarantee). The guarantee is all-inclusive of MAC and non-MAC drugs. The MAC list can be provided quarterly upon request.
- Generic Drug Qualified Claims will be included in this guarantee at the applicable ingredient cost before member cost sharing.

1.7 “Minimum Specialty Drug Effective Rate” means the following: The formula for this guarantee is 1 minus (Aggregate Discounted Ingredient Cost divided by Aggregate Undiscounted AWP).

- “Aggregate Discounted Ingredient Cost” means the total ingredient cost paid on Qualified Specialty Drug Claims before the application of member copayment.
- Both the Aggregate Discounted Ingredient Cost and Aggregate Undiscounted AWP shall be based on the date of service for each Qualified Claim.
- All Qualified Claims that are Specialty Drugs shall be included in the guarantee.
- Specialty Drug claims will be included in this guarantee at the applicable ingredient cost before member copayment.

- 1.8 “Participating Pharmacy” means a pharmacy which has a contract with the PBM to participate in the PBM’s network.
- 1.9 “Pricing Channel” means each of the following individually: (i) mail pharmacy; (ii) retail Participating Pharmacies – Days’ Supply 1-83; (iii) retail Participating Pharmacies – Days’ Supply 84+; (iv) contracted specialty pharmacies.
- 1.10 “Pricing Component” means, each individually: (i) Minimum Brand Drug Effective Rate; (ii) Minimum Generic Drug Effective Rate; (iii) Maximum Aggregate Dispensing Fee – Brand Drugs; (iv) Maximum Aggregate Dispensing Fee – Generic Drugs; (v) Minimum Specialty Drug Effective Rate.
- 1.11 “Qualified Claims” for Pharmacy Pricing Guarantees means all Paid Claims for the applicable measurement period except Excluded Claims. For avoidance of doubt, zero balance due claims that otherwise meet the requirements for a Qualified Claim are included as Qualified Claims.
- 1.12 “Specialty Drug” means, as defined by the PBM, a high-cost, high-complexity and/or high-touch drug that may be administered orally or through injection. Specialty Drugs are covered for up to a 30-day supply for each fill and must be filled at one of Medical Mutual Services’ contracted specialty pharmacies.
- 1.13 “Usual and Customary” means, as defined by the PBM, the retail price charged by a Participating Pharmacy for the particular drug in a cash transaction (not a transaction covered by insurance) on the date the drug is dispensed, as reported to the PBM by the Participating Pharmacy. They are considered to be Qualified Claims.

Section 2: Pharmacy Discount/Pricing Guarantees

- 2.1 Medical Mutual Services is providing the pricing guarantees below to the Group. Overages will not be used to offset shortfalls within Pricing Channels and Pricing Components.

Pharmacy Pricing Guarantees

Required Network: National Plus Maintenance

Required Pricing Model: Traditional

	January 1, 2025 through December 31, 2025			
	Retail (1-83 days)	Retail (84+ days' supply)	Mail Order	Contracted Specialty Pharmacies
Minimum Brand Drug Effective Rate	AWP-20.85%	AWP-24.25%	AWP-25.00%	N/A
Minimum Generic Drug Effective Rate	AWP-87.25%	AWP-87.75%	AWP-89.65%	N/A
Minimum Specialty Drug Effective Rate	N/A	N/A	N/A	AWP-21.20%
Maximum Aggregate Dispensing Fee - Brand Drugs	\$0.32	\$0.10	\$0.00	\$0.00
Maximum Aggregate Dispensing Fee - Generic Drugs	\$0.32	\$0.10	\$0.00	\$0.00

- 2.2 Within one hundred fifty (150) days after the close of the calendar year, Medical Mutual Services shall pay to the Group the amount equal to any shortfall between the actual pricing result and each Pharmacy Pricing Guarantee for each Pricing Component for each Pricing Channel. For all calendar years in which the Group is to receive Pricing Guarantees, the Group must: 1) be contracted with Medical Mutual Services for the full Agreement Period; and 2) renew its contract with Medical Mutual Services for prescription drug coverage for the Agreement Period subsequent to the Agreement Period for which the penalty is calculated.
- 2.3 The Pharmacy Pricing Guarantees may be adjusted by Medical Mutual services if: (i) changes are made to the pricing model or the network set forth above; (ii) substantial changes are made to the benefits offered by the Group; (iii) there is a significant change in the Group's enrollment; (iv) a change occurs in state or Federal law that impacts these guarantees ; or (v) unexpected industry changes such as: a Generic Drug unexpectedly introduced to the market; unexpected OTC introductions; unexpected FDA recalls or market withdrawals; unexpected launches of authorized Brand Drug alternatives; and unexpected biosimilar introductions.

- 2.4 These Guarantees will be available to the Group only so long as the Agreement with Medical Mutual Services is in effect and so long as the contract between Medical Mutual Services and its PBM is in effect.
- 2.5 The Average Wholesale Price is based upon Medispan published data.
- 2.6 Mail Dispensing Fees are guaranteed even if postage increases.

It is Medical Mutual's position that the information contained in this response constitutes trade secrets protected by O.R.C. §1333.61, et seq. This information would provide an economic benefit to our competitors. Medical Mutual takes steps to keep the information confidential by marking it as "proprietary" and by using non-disclosure agreements, where applicable, to protect its confidentiality when it is released. O.R.C. §1333.62 protects against misappropriation of trade secrets by allowing courts to enjoin disclosure.

Under O.R.C. §149.43(a)(1)(v) records are not public if the release of the records is prohibited by state or federal law. Since trade secrets are protected by the state law set forth in O.R.C. §1333.62, the exception against disclosure set forth in §149.43(a)(1)(v) applies to this response.

Other than as amended above, the terms and conditions set forth in the Agreement remain unchanged.

City of Lorain
(The Group)

Medical Mutual Services, L.L.C.
(Medical Mutual Services)

Signature

Signature

Title

Title

Date

Date

ADDENDUM IV
PERFORMANCE GUARANTEES
(Medical)

This Addendum modifies the Administrative Services Agreement (the "Agreement") between **City of Lorain #848483** (the "Group") and Medical Mutual Services, L.L.C. ("Medical Mutual Services"). Except as specifically modified herein, all other terms and conditions of the Agreement are unchanged. This Addendum is effective on **January 1, 2025**, regardless of the date signed below.

Medical Mutual Services will calculate penalties on an annual basis. No penalties will be applied for performance guarantees for the first three (3) months following the effective date of new agreements or material changes to the Plan benefit structure, including renewals, in order to allow implementation to occur. First year penalties will be based on nine (9) months of Administrative Fees (where applicable).

No penalties will be paid for any months during which the Agreement or the Renewal Addendum I to the Agreement remains unsigned by the Group beyond the initial three-month waiver. Performance guarantee(s) will not apply for the Agreement Period for which the Group terminates the Agreement prior to the end of the Agreement Period or if the Group does not renew its contract with Medical Mutual Services for the subsequent Agreement Period.

Medical Mutual Services reserves the right to rescind the Performance Guarantees if the Group's medical or prescription drug plan monthly enrollment changes by 10% or more from the expected monthly medical or prescription drug plan enrollment specified in Exhibit A. In such case, no penalty calculation or payment will apply.

Settlement for failure to achieve targeted objectives will be finalized within thirty (30) days of a final report from an independent auditor performed pursuant to Section 6.3 of the Agreement.

Performance Guarantees are set forth on the attached Exhibit A to Addendum IV.

FORCE MAJEURE

In the application of the penalty provisions of the performance guarantees if Medical Mutual Services is unable to carry out any obligation of the Agreement to which such performance guarantees are applicable by reason of force majeure, a penalty shall not be imposed within the time period for which performance is being or is to be measured. The term "force majeure" as used herein shall include acts of God, earthquake, fire, explosion, failure of electrical power or other utility affecting the equipment utilized in the processing of claims, or other casualty, strike or other concerted activity, and provided that Medical Mutual commences or resumes its activities immediately after such causes no longer exist.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have affixed their signatures.

City of Lorain
(The Group)

Medical Mutual Services, L.L.C.
(Medical Mutual Services)

Signature

Signature

Title

Title

Date

Date

EXHIBIT A (Medical)
to
ADDENDUM IV
City of Lorain
#848483

Service Level Category	Measurement Description and Calculation Criteria	MMO Measurement Target	MMO % of Annual ASO Fees at Risk
		Measured Quarterly / Annual Settlement	Annual Settlement
Financial Accuracy	Measures the percentage of paid dollars processed accurately. Total payments made minus absolute value of over and underpayments divided by the total payments made.	99.00% Measured Quarterly Annual Settlement	2.50%
Procedural Accuracy	Total number of paid claims within a sample which contain one or more non-financial errors divided by the total number of claims within a sample expressed as a percentage.	95% Measured Quarterly Annual Settlement	2.50%
Claims Timeliness	Percent of claims processed within 10 business days. Cycle time is measured from the date a claim is received to the date it is processed. Time to obtain information from outside entities is deducted from the overall timeframe.	90.00% Measured Quarterly Annual Settlement	2.50%
Telephone Service Factor (TSF)	Measures the percentage of all member calls answered within 30 seconds or less.	80.00% within 30 seconds or less Measured Quarterly Annual Settlement	2.50%
Call Abandonment Rate	Measures the percentage of callers who disconnect before being connected to a live customer care specialist.	Less than or equal to 3.00% Measured Quarterly Annual Settlement	2.50%

Service Level Category	Measurement Description and Calculation Criteria	MMO Measurement Target	MMO % of Annual ASO Fees at Risk
		Measured Quarterly / Annual Settlement	Annual Settlement
Call Quality	Call accuracy will be determined by assessing if the response to the original question was accurate and complete and if any adjustments resulting from the inquiry were completed and accurate. Accuracy and completeness will be determined by the information available within the plan at the time the response was given or the inquiry record was closed	90.00% Measured Quarterly Annual Settlement	2.50%
Quality of Care Initiative	We will report annually on the HEDIS measure of Adults Access to Preventive Services (AAP).	Annual report	2.50%
Quality of Care Initiative	We will communicate to members quarterly regarding preventive care and plan coverage of preventive care.	Quarterly communications	2.50%
Monthly Reporting	Monthly, quarterly and annual web-based reports will be available by the 15th business day of the month following the reporting period.	Web-based reports available by the 15th business day of the month Measured Quarterly Annual Settlement	2.50%

It is Medical Mutual's position that the information contained in this response constitutes trade secrets protected by O.R.C. §1333.61, et seq. This information would provide an economic benefit to our competitors. Medical Mutual takes steps to keep the information confidential by marking it as "proprietary" and by using non-disclosure agreements, where applicable, to protect its confidentiality when it is released. O.R.C. §1333.62 protects against misappropriation of trade secrets by allowing courts to enjoin disclosure.

Under O.R.C. §149.43(a)(1)(v) records are not public if the release of the records is prohibited by state or federal law. Since trade secrets are protected by the state law set forth in O.R.C. §1333.62, the exception against disclosure set forth in §149.43(a)(1)(v) applies to this response.

ADDENDUM IV
PERFORMANCE GUARANTEES
(Prescription Drug)

This Addendum modifies the Administrative Services Agreement (the "Agreement") between **City of Lorain #848483** (the "Group") and Medical Mutual Services, L.L.C. ("Medical Mutual Services"). Except as specifically modified herein, all other terms and conditions of the Agreement are unchanged. This Addendum is effective on January 1, 2025, regardless of the date signed below.

Medical Mutual Services will calculate penalties on an annual basis. Performance will be based on Medical Mutual's entire book of prescription drug business. No penalties will be applied for performance guarantees for the first three (3) months following the effective date of new agreements or material changes to the Plan benefit structure, including renewals, in order to allow implementation to occur. First year penalties will be based on nine (9) months of Administrative Fees (where applicable).

No penalties will be paid for any months during which the Agreement or the Renewal Addenda I to the Agreement remain unsigned by the Group beyond the initial three-month period. Performance guarantee(s) will not apply for the Agreement Period for which the Group terminates the Agreement prior to the end of the Agreement Period or if the Group does not renew its contract with Medical Mutual Services for the subsequent Agreement Period.

Medical Mutual Services reserves the right to rescind the Performance Guarantees if the Group's prescription drug plan monthly enrollment changes by 10% or more from the expected monthly prescription drug plan enrollment specified in Exhibit A. In such case, no penalty calculation or payment will apply.

Performance Guarantees are set forth on the attached Exhibit B to Addendum IV.

Note:

- Prescription Drug Performance Guarantees will be settled annually within one hundred eighty (180) days following the end of the Agreement Period.

FORCE MAJEURE

In the application of the penalty provisions of the performance guarantees if Medical Mutual Services is unable to carry out any obligation of the Agreement to which such performance guarantees are applicable by reason of force majeure, a penalty shall not be imposed within the time period for which performance is being or is to be measured. The term "force majeure" as used herein shall include acts of God, earthquake, fire, explosion, failure of electrical power or other utility affecting the equipment utilized in the processing of claims, or other casualty, strike or other concerted activity, and provided that Medical Mutual Services commences or resumes its activities immediately after such cause or causes no longer exist.

IN WITNESS WHEREOF, the parties have affixed their signatures.

City of Lorain
(The Group)

Medical Mutual Services, L.L.C.
(Medical Mutual Services)

Signature

Signature

Title

Title

Date

Date

EXHIBIT B (Prescription Drug)
to
ADDENDUM IV
City of Lorain
#848483

Service Level Category	Measurement Description and Calculation Criteria	Service Objective	Dollars at Risk Annual Settlement
Average Speed of Answer	Calls will be answered by a customer service representative within an average of 30 seconds or less. This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	100%	\$500.00
Percentage of Abandon Calls	3% or less of calls are abandoned before the call is answered by a customer service representative. This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	3%	\$500.00
Customer Service -First Response Resolution	95% or greater of all Member telephone, email, and chat inquiries will be resolved with the first response (e.g., call, chat, email). This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	95%	\$500.00
Member Submitted (retail paper) Claims Processing Time	PBM will process for payment, or reject and respond to 90% of Member Submitted Claims within 5 Business Days. This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	90%	\$500.00
Member Submitted (retail paper) Claims Processing Time	PBM will process for payment, or reject and respond to 100% of Member Submitted Claims within 10 Business Days. This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	100%	\$500.00

Service Level Category	Measurement Description and Calculation Criteria	Service Objective	Dollars at Risk Annual Settlement
Network Pharmacy Access	At least 90% of Members in urban areas will have access to a Participating Pharmacy within 2 miles of their residence; At least 90% of Members in suburban areas will have access to a Participating Pharmacy within 5 miles of their residence; and At least 70% of Members in rural areas will have access to a Participating Pharmacy within 15 miles of their residence. Failure to satisfy any of the thresholds identified above will constitute a failure to satisfy this guarantee in its entirety This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	90% urban area members have a pharmacy within 2 miles 90% suburban members have a pharmacy within 5 miles 70% rural area members have a pharmacy within 15 miles	\$500.00
Mail Dispensing Accuracy	Annual accuracy rate for mail service pharmacy dispensing (correct drug, strength, dosage form and member) of 99.998% or more This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	99.998%	\$500.00
Turnaround Time for Mail	95% of prescriptions not subject to intervention dispensed by mail service pharmacies within two (2) business days of receipt. This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	95%	\$500.00

Service Level Category	Measurement Description and Calculation Criteria	Service Objective	Dollars at Risk Annual Settlement
Turnaround Time for Mail	97% of prescriptions subject to intervention dispensed by mail service pharmacies within four (4) business days of receipt. This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	97%	\$500.00
Dispensing Accuracy for Specialty	Annual Accuracy Rate for each Contract Year will be 99.998% or greater, as measured by a prescription's correct drug, correct strength, correct dosage form and correct member. This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	99.998%	\$500.00
Turnaround Time for Specialty	98% of all clean (not requiring intervention or clarification) specialty prescriptions shall be dispensed and shipped within an annual average of two (2) business days of receipt. The calculated average is determined by taking the total number of prescriptions shipped (as recorded by PBM systems) multiplied by the number of days these prescriptions took to ship divided by the total number of shipped prescriptions. This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	98%	\$500.00

Service Level Category	Measurement Description and Calculation Criteria	Service Objective	Dollars at Risk Annual Settlement
System Response Time	2 second average response time (including pricing information) for electronic transactions submitted by Participating Pharmacies, Mail Service Pharmacies, or Specialty Pharmacies. This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	2 second average	\$500.00
Data Systems Availability	Medical Mutual's PBM guarantees its system will be available for participating pharmacies at point of sale 99.5% of the time. This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	99.5%	\$500.00
Retail/Mail Order Pharmacy	The Retail Pharmacy generic substitution rate shall be 98% or greater. The ESI Mail Order Pharmacy generic substitution rate shall be 98.5% or greater. Failure to satisfy either of the thresholds identified above will constitute a failure to satisfy the guarantee in its entirety. This guarantee is measured and reported on an MMO-specific basis.	Retail Pharmacy Generic Substitution rate of 98% Mail Order generic substitution rate of 98.5%	\$500.00

Service Level Category	Measurement Description and Calculation Criteria	Service Objective	Dollars at Risk Annual Settlement
Transferred Calls to ESI Pharmacist	99% of Member calls that are transferred to a pharmacist or supervisor will be answered in an average of one hundred and eighty (180) seconds. This guarantee is measured and reported on a PBM book of business basis.	99%	\$500.00
Member Email Inquiry Response	99% of Member email inquiries shall be responded to within two (2) Business Days of receipt of the email inquiry This guarantee is measured and reported on the entire book of business for Medical Mutual's PBM.	99%	\$500.00

It is Medical Mutual's position that the information contained in this response constitutes trade secrets protected by O.R.C. §1333.61, et seq. This information would provide an economic benefit to our competitors. Medical Mutual takes steps to keep the information confidential by marking it as "proprietary" and by using non-disclosure agreements, where applicable, to protect its confidentiality when it is released. O.R.C. §1333.62 protects against misappropriation of trade secrets by allowing courts to enjoin disclosure.

Under O.R.C. §149.43(a)(1)(v) records are not public if the release of the records is prohibited by state or federal law. Since trade secrets are protected by the state law set forth in O.R.C. §1333.62, the exception against disclosure set forth in §149.43(a)(1)(v) applies to this response.

STOP LOSS CONTRACT

between

MEDICAL MUTUAL OF OHIO

("Medical Mutual of Ohio")

100 American Road
Cleveland, OH 44144

and

CITY OF LORAIN

(the "Group")

Number: **848483**

The Effective Date of the Stop Loss Contract (the "Contract") is **January 1, 2025** at 12:01 a.m., regardless of the date executed by the Group and Medical Mutual of Ohio. The Contract Period is shown on Exhibit A.

1. DEFINITIONS

Capitalized terms not defined in this Contract are defined in either the Administrative Services Agreement or Benefit Book.

BENEFIT BOOK(S): the Summary Plan Description (SPD) or other applicable documents that describe the Covered Services, benefits, eligibility requirements and other features and limitations of the Plan with respect to the Participants.

CLAIMS ADMINISTRATOR: the entity employed by the Group to pay claims for Covered Services under the Plan for Covered Persons. The Claims Administrator is Medical Mutual Services, L.L.C.

COMPOUND DRUGS: a compound medication is one that requires a licensed pharmacist to combine, mix or alter the ingredients of a medication when filling a prescription.

COVERED PERSON: an individual who is either the Participant or the Participant's Eligible Dependent, as defined in the Benefit Book(s).

COVERED SERVICE(S): a Provider's service, supply or accommodation described in the Benefit Books, schedules of benefits, riders, addenda or Amendments. With respect to prescription drugs, Covered Services mean FDA-approved prescription drugs pursuant to Group's prescription drug benefit plan.

LASERED PERSON: a Covered Person for whom the Group has agreed to provide coverage under the Plan at a Specific Stop Loss Threshold amount higher than for that of the remainder of the Group's Covered Persons. A Lasered Person may also be a Covered Person that is completely excluded from coverage.

PAID CLAIM: a claim for Covered Services for which payment has been advanced to the Provider by the Claims Administrator and for which the Group has reimbursed the Claims Administrator. A claim is not considered a Paid Claim if the Group does not fund the claim, or if the payment for the claim is returned by the Group's financial institution for insufficient funds. A claim is considered a Paid Claim as of the date shown on the check, wire transfer, EFT or other payment mechanism utilized by the Claims Administrator.

PARTICIPANT: a person, employed by the Group, who is eligible for and has elected to enroll in coverage under the Plan. In addition, Participant includes Covered Persons who have lost eligibility under the Plan and are continuing coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA).

PLAN: the self-funded program of health care coverage in effect as of the Effective Date of this Contract established by the Group for its Participants. The terms of the Plan are set forth in the Benefit Book(s).

2. CALCULATION OF AGGREGATE STOP LOSS WITH MONTHLY ACCOMMODATION

STOP LOSS – AGGREGATE: The components of the Aggregate Stop Loss are:

Aggregate Maximum Limit of Reimbursement Liability: the maximum amount of Paid Claims in excess of the Aggregate Attachment Point for which Medical Mutual of Ohio will advance payment on behalf of the Plan. The Aggregate Maximum Limit of Reimbursement Liability is shown on Exhibit A.

Aggregate Stop Loss Benefit: an amount equal to the total amount of Paid Claims for the Contract Period less the greater of the Aggregate Attachment Point or the Minimum Aggregate Attachment Point. The Aggregate Stop Loss Benefit will not exceed the Aggregate Maximum Limit of Reimbursement Liability.

Aggregate Attachment Point: the sum of the Monthly Attachment Rate(s) times the number of applicable Participants in effect for each month during the Contract Period. The Group shall be responsible for payment of the lesser of Paid Claim Amounts or the greater of the Aggregate Attachment Point for the Contract Period or the Minimum Aggregate Attachment Point.

Deficit: the dollar amount by which the total Paid Claims for any month exceeds the Monthly Maximum Liability. The Deficit will be carried forward from month to month during the Contract Period. The Deficit will not be carried forward to the subsequent Contract Period.

Individual Limit: The maximum amount of Paid Claims, per Covered Person, that will be included in the calculation of the Aggregate Stop Loss benefit each year. The Individual Limit is shown on Exhibit A.

Minimum Aggregate Attachment Point: the lowest dollar amount that can serve as the Aggregate Attachment Point. The Minimum Aggregate Attachment Point is shown on Exhibit A.

Monthly Maximum Liability: the Monthly Attachment Rates times the number of Participants in effect for a month, plus the cumulative Surplus. The Group shall be responsible for payment of the lesser of the Paid Claim Amounts or the Monthly Maximum Liability.

Monthly Attachment Rates: the rate(s) per Participant used in calculating the Monthly Maximum Liability and the Aggregate Attachment Point. The Monthly Attachment Rates are shown on Exhibit A.

Surplus: the amount by which the Monthly Attachment Rates times the number of Participants for a month exceeds the Paid Claim amounts for a month. The Surplus will be carried forward from month to month during the Contract Period to determine the Monthly Maximum Liability. The Surplus will not carry forward to the subsequent Contract Period.

3. CALCULATION OF SPECIFIC STOP LOSS: the components of the Specific Stop Loss, per Covered Person are:

Specific Stop Loss Threshold: the maximum amount for each Covered Person of Paid Claims during the Contract Period for which the Group is responsible. The Specific Stop Loss Threshold per Covered Person is shown on Exhibit A.

Specific Stop Loss Annual Maximum: Paid Claim amounts in excess of the Specific Stop Loss Threshold which are the payment responsibility of Medical Mutual of Ohio, up to an Annual Maximum per Covered Person as shown on Exhibit A.

4. STOP LOSS COVERAGE PROVISIONS

A. AGGREGATE STOP LOSS WITH MONTHLY ACCOMMODATION:

- i. Claims eligible for Aggregate Stop Loss coverage under this Contract are those specified on Exhibit A.
- ii. Medical Mutual of Ohio will fund the monthly Deficit on behalf of the Group.
- iii. The calculation of the Aggregate Stop Loss threshold amounts will be based on the combined total amount of Paid Claims for the lines of business shown on Exhibit A. Stop Loss thresholds will not be calculated separately for different lines of business.

B. SPECIFIC STOP LOSS

- i. Claims eligible for coverage under this Contract are those specified on Exhibit A.
- ii. Each month throughout the Contract Period, the Claims Administrator shall provide Medical Mutual of Ohio with a listing or a report of the monthly amount of Paid Claims for Covered Persons that reach or exceed fifty percent (50%) of the Specific Stop Loss Threshold. Medical Mutual of Ohio will instruct the Claims Administrator to issue a credit to the Group for claims in excess of the Stop Loss Threshold. The Claims Administrator will credit the invoices to the Group for these amounts as they are reached and as they continue to accumulate throughout the remainder of the Contract Period, such payments not to exceed the Specific Stop Loss Annual Maximum per Covered Person shown on Exhibit A.
- iii. In order to confirm that the amount of all Paid Claims exceeding the Specific Stop Loss Threshold have been identified and credited to the Group, Medical Mutual of Ohio shall make a final review and Specific Stop Loss settlement within four (4) months after the end of the Contract Period, and the Claims Administrator will issue a final credit or payment to the Group, if necessary.

5. LIMITATIONS OF COVERAGE

Medical Mutual of Ohio is not responsible or liable under this Contract for payments to any Covered Person or Provider for any Covered Service for which the Group provides coverage under the terms of the Plan.

This Contract is solely for the benefit of the Group. There is no intended third-party beneficiary to this Contract. It is agreed that this Contract shall not create any right or legal relationship between Medical Mutual of Ohio and any Covered Person or Provider.

6. EXCLUSIONS

The following expenses and Paid Claims are excluded from coverage under this Stop Loss Contract:

- A. Expenses which are not covered under the terms and provisions of the Plan, including claims paid by the Plan that are not medically necessary, as determined by Medical Mutual of Ohio.
- B. Expenses which can be recovered from, or attributed to, any other plan or group coverage, or recovered by applying the coordination of benefits provisions (COB) of the Plan.

- C. Claims paid by the Plan for charges in excess of the Allowed Amount, as determined by Medical Mutual of Ohio.
- D. Liability assumed by the Group under any contract or service agreement other than the Plan, including any amounts paid to providers under a capitation arrangement.
- E. Expenses incurred as a result of accidental bodily injury or illness arising out of or in the course of any occupation or employment for wage or profit, or for which the Covered Person is entitled to benefits under any workers' compensation or occupational disease policy, regardless of whether any such policy is actually in force.
- F. Expenses incurred prior to the Effective Date of the Contract, except as otherwise specified herein.
- G. Expenses incurred before a person became a Covered Person under this Plan, or for any person not covered under the Plan.
- H. Claims paid by the Plan for any Experimental or Investigational Drug, Device, Medical Treatment or Procedure. A drug, device, medical treatment or procedure is Experimental or Investigational:
 - if the drug or device cannot be lawfully marketed without approval of the U.S. Food and Drug Administration, and approval for marketing has not been given at the time the drug or device is provided; or
 - if reliable evidence shows that the drug, device, medical treatment or procedure is not considered to be the standard of care, is the subject of ongoing phase I, II or III clinical trials, or is under study to determine maximum tolerated dose, toxicity, safety, efficacy, or efficacy as compared with the standard means of treatment or diagnosis; or
 - if reliable evidence shows that the consensus of opinion among experts is that the drug, device, medical treatment or procedure is not the standard of care and that further studies or clinical trials are necessary to determine its maximum tolerated dose, toxicity, safety, efficacy or efficacy as compared with the standard means of treatment or diagnosis.

Reliable evidence may consist of any one or more of the following:

- published reports and articles in the authoritative medical and scientific literature;
- opinions expressed by expert consultants retained by Medical Mutual to evaluate requests for coverage;
- the written protocol or protocols used by the treating facility or the protocol(s) of another facility studying substantially the same drug, device, medical treatment or procedure;
- the written informed consent used by the treating facility or by another facility studying substantially the same drug, device, medical treatment or procedure;
- corporate medical policies developed by Medical Mutual; or

- any other findings, studies, research and other relevant information published by government agencies and nationally recognized organizations.

Even if a drug, device, or portion of a medical treatment or procedure is determined to be Experimental or Investigational, the Plan will cover those Medically Necessary services associated with the Experimental or Investigational drug, device, or portion of a medical treatment or procedure that the Plan would otherwise cover had those Medically Necessary services been provided on a non-Experimental or non-Investigational basis.

The determination of whether a drug, device, medical treatment or procedure is Experimental or Investigational shall be made by the Group and Medical Mutual in their sole discretion, and that determination shall be final and conclusive, subject to any available appeal process.

- I. Out-of-State surcharges.
- J. Claims for Compound Drugs are excluded under this Contract where the Group does not participate in the compound drug management program of the Pharmacy Benefit Manager (PBM) named on Exhibit A. Any Compound Drug claim properly approved by the PBM while the Group is participating in the PBM's compound drug management program will be covered by this Stop Loss Contract. As of the beginning of this Contract Period, Group participates in the PBM's compound drug management program. If the Group discontinues participation in the PBM's compound drug management program, or switches to a different PBM, then this Contract excludes any claims for drugs that are compounded using bulk chemical ingredients that do not have any clinical efficacy and any claims for drugs that would have been excluded under the PBM's compound drug management program. Group must provide written confirmation to Medical Mutual of Ohio of its desire to discontinue participation in the compound drug management program.
- K. Any amount of Paid Claims eligible for coverage under the Group's prior stop loss contract(s).

7. INVOICING AND PAYMENTS

- A. Payment of the initial Stop Loss premium is due on or before the Effective Date of the Contract Period. If a check written, or an electronic payment made, by the Group is returned to Medical Mutual of Ohio by the Group's financial institution for insufficient funds, Medical Mutual reserves the right to charge the Group a returned item fee up to the maximum allowed by applicable law. This fee is in addition to any fees charged to the Group by its financial institution.

- B. Throughout the Contract Period, on a monthly basis, the Group will be invoiced by the Claims Administrator for the Stop Loss Premium(s) and for the lesser of: the combined amount of Paid Claims for the lines of business shown on Exhibit A to Addendum I, plus the prior month's cumulative Deficit less weekly invoices for the month; OR for the combined Monthly Maximum Liability less weekly invoices for the month. The Group shall pay the invoiced amounts on the first of each month or within ten (10) days of the date of the invoice, whichever is later. If payment is not received when due, Medical Mutual of Ohio will suspend Stop Loss coverage for the Group.
- C. If Medical Mutual advances a claim for a Covered Person over the Specific Stop Loss Threshold, Medical Mutual will discontinue billing the Group for those claims.

8. CHANGES TO THE CONTRACT

At least thirty (30) days prior to the renewal date of the Contract, Medical Mutual of Ohio will notify the Group of any changes to the Stop Loss Premium(s) and Contract terms.

Further, Medical Mutual of Ohio reserves the right to adjust monthly Stop Loss Premium Rates, Attachment Rates, Attachment Points, thresholds or maximums and/or other terms of this Contract effective as of any of the following dates:

- A. the enrollment, as shown on Exhibit A, changes in aggregate or for a specific line of business by ten percent (10%) or more;
- B. any provisions of the Plan change, subject to written notification to and approval by Medical Mutual of Ohio prior to the effective date of the change;
- C. any information provided to Medical Mutual of Ohio by the Group regarding claims or eligibility is subsequently found to be inaccurate, incomplete, or misleading;
- D. any change in any cost containment features or provider network vendors, including Group entering into or discontinuing a capitation arrangement with a third party;
- E. a late entrant is added to the Plan who could affect the underwriting risk assessment by Medical Mutual of Ohio;
- F. any addition or deletion of a location or class of employees;
- G. any buyout, acquisition or merger with another company;
- H. the Group's geographical location or the nature of the Group's business changes; and

- I. any governmental regulation, law, or benefit mandate becomes applicable to the Plan which could affect the underwriting risk assessment by Medical Mutual of Ohio.

The Group shall notify Medical Mutual of Ohio in writing within thirty (30) days prior to the effective date of any of the changes listed above. Any change in rates will be effective as of the date of occurrence of any of the events listed above.

9. CANCELLATION

- A. The Group may cancel this Contract only upon giving thirty (30) days' written notice to Medical Mutual of Ohio. Medical Mutual of Ohio will return any unearned premium to the Group within thirty (30) days after the date the cancellation becomes effective; however, Medical Mutual of Ohio will not refund any partial payments or premiums. Any income Medical Mutual of Ohio has received or may receive from such refunded amounts shall be for the sole benefit of Medical Mutual of Ohio and shall be retained by Medical Mutual of Ohio.
- B. Medical Mutual of Ohio may cancel this Contract upon giving thirty (30) days' written notice to the Group for the following reasons:
 1. for a material misrepresentation by the Group which affects the insurability of the risk;
 2. for material failure on the part of the Group to comply with the Contract terms, provisions or contractual duties;
- C. Medical Mutual of Ohio may cancel this Contract at any time without notice if the Group fails to pay the required Stop Loss premiums. Medical Mutual of Ohio's negotiation of any check sent or deposited into Medical Mutual of Ohio's lockbox after the termination date does not constitute acceptance or reinstatement by Medical Mutual of Ohio.
- D. Medical Mutual of Ohio may also rescind or cancel this Contract as of its Effective Date or Renewal Date if it is discovered that the coverage provided hereunder was obtained through fraudulent statements, omissions, or concealment of facts material to the acceptance of the risk or to the hazard assumed by Medical Mutual of Ohio.

10. CONTRACT TERMINATION

- A. This Contract will terminate, and all coverage provided by this Contract will cease on the earliest of the following dates:
 1. the end of the Contract Period;

2. the date the Plan terminates, the date the Plan changes or the services of the Claims Administrator are terminated, except as provided for by this Contract or any Amendments hereto;
3. the first date of any month specified by the Group, following thirty (30) days' written notice to Medical Mutual of Ohio;
4. the cancellation date under the terms of the Cancellation provision.

B. This Contract will automatically terminate in the event:

1. the Group files a petition for bankruptcy or for voluntary reorganization for the benefit of creditors or is the subject of an involuntary petition for bankruptcy. The Contract will terminate on the date the petition is filed or when any other insolvency proceeding is formally initiated;
2. the Group does not properly pay claims or fund claims on a timely basis.

11. OTHER OBLIGATIONS OF THE GROUP

AUDITS: Should the Group perform audits of the Claims Administrator or any Provider and receive any reimbursement or refund as a result of such audits, the Group agrees that it will reimburse Medical Mutual of Ohio for amounts previously paid by Medical Mutual of Ohio under this or a previous Stop Loss Contract. The Group cannot apply any recovered amounts toward Stop Loss liabilities, deductibles, thresholds or maximums.

CLAIMS ADMINISTRATOR: While this Contract is in force, the Group shall employ, at its own expense, the services of the Claims Administrators. The services of the Claims Administrator cannot be terminated by the Group without the advance written notification to and consent of Medical Mutual of Ohio, or the Contract may be subject to the Termination provisions set forth in Section 10 of this Contract.

ELIGIBILITY: Only claims for Covered Persons, as defined in the Plan, are eligible for payment under this Contract.

ENROLLMENT LEVELS: The Group agrees to meet or exceed a seventy-five percent (75%) enrollment level of its net eligible employees and to enroll under this Contract at least fifty percent (50%) of all total eligible employees in the Plan. To determine the number of net eligible employees, the Group may exclude from the total count of eligible employees any employee who waives coverage under the Plan if such employee is enrolled in a spouse's employer-sponsored health care plan or is enrolled as an employee in another program for health care benefits.

MAJOR CASE MANAGEMENT: The Group agrees to utilize any available cost savings or case management programs and to take full advantage of any available discounts, even if such programs require the payment of access fees.

With the prior consent of an affected Covered Person, Medical Mutual of Ohio may elect to utilize the services of personnel skilled in major case management for potential high-cost cases. The Group must agree to cooperate with the use of these services.

RECORDS: The Group and/or the Claims Administrator shall forward, all information required by Medical Mutual of Ohio in connection with the administration of this Contract and for the determination of premiums and payments. The Group and/or the Claims Administrator shall make available for inspection by Medical Mutual of Ohio all records that contain information relative to the stop loss coverage hereunder. Such records shall be maintained and open to Medical Mutual of Ohio for inspection at any time for up to three (3) years after the termination of this Contract.

REIMBURSEMENT AND/OR SUBROGATION: The Group may be entitled to recover from third parties, such as another person, entity or insurance company, for payments made under the Plan on behalf of Covered Persons by Medical Mutual of Ohio under the stop loss provisions of this Contract. If the Group recovers from a third party, it must account for and repay to Medical Mutual of Ohio any recovered amounts attributable to Medical Mutual of Ohio's stop loss coverage, regardless of whether this Contract is still in effect on the date of recovery. Such recovered amounts cannot be applied to any threshold or maximum under this Contract in the year in which the subrogation recovery is made.

If the claims that gave rise to the subrogation claim were incurred in any year in which Medical Mutual of Ohio reimbursed the Group under the terms of an Aggregate Stop Loss arrangement, the Group must reimburse Medical Mutual of Ohio first, subject to the provisions below. The amount of reimbursement shall be the amount recovered up to the amount in excess of the Aggregate Stop Loss threshold in effect in the year in which the claim or claims were incurred.

If the claim or claims that gave rise to the subrogation claim were incurred under a Specific Stop Loss arrangement, the Group must repay to Medical Mutual of Ohio any amounts paid by Medical Mutual of Ohio under the Specific Stop Loss contract. If the subrogation recovery is less than the total amount paid by the Plan and Medical Mutual of Ohio to a provider or Covered Person, Medical Mutual of Ohio is entitled to recover a pro rata share of any amount recovered by the Plan. Medical Mutual of Ohio's pro rata share is to be based upon the percentage of medical costs paid by Medical Mutual of Ohio under Specific Stop Loss for Covered Services on behalf of the Covered Person at the time the claim was incurred, after deducting expenses of collection incurred by the party pursuing the claim.

The Group shall notify Medical Mutual of Ohio of any subrogation recoveries. Should the Group fail to pursue any valid claim against third parties and Medical Mutual of Ohio was liable to reimburse the Group under Aggregate or Specific Stop Loss arrangements, then Medical Mutual of Ohio shall be subrogated to all of the Group's rights.

Medical Mutual of Ohio's rights of subrogation and reimbursement described above shall be modified to comply with the terms of this paragraph in the event that less than the full value of the third party action is recovered due to comparative negligence on the Covered Person's part, diminishment of the recovery due to the apportionment of liability among and recovery on judgment against multiple co-defendants, or by reason of the collectability of the full value of the claim for injury, death, or loss to the Covered Person resulting from limited liability insurance or any other cause. If less than the full value of the third-party action is recovered due the reasons mentioned in the preceding sentence, Medical Mutual of Ohio's claim shall be reduced in the same proportion as the Covered Person's interest is reduced. Both Medical Mutual of Ohio and the member shall have the right to seek a declaratory judgment pursuant to ORC Section 2721 if there is a dispute over the distribution of the recovery in a tort action.

12. GENERAL PROVISIONS

AMENDMENTS TO THE PLAN: Notice of proposed changes to the Plan must be received by Medical Mutual of Ohio in writing at least thirty (30) days prior to the effective date of the change. Unless Medical Mutual of Ohio gives prior acceptance of any change to the Plan in the form of an Amendment, benefits will be payable under this Contract as though the Plan were not amended. Medical Mutual of Ohio may elect to exclude any changes from the provisions of this Contract or modify the Stop Loss Rates, attachments, thresholds or maximums shown on Exhibit A.

AMENDMENTS TO THE CONTRACT: The terms and conditions of this Contract may be amended at any time by mutual agreement of Medical Mutual of Ohio and the Group.

APPEALS: If the Group disagrees with Medical Mutual of Ohio's decision regarding a stop loss claim, the Group may file an appeal with Medical Mutual of Ohio within sixty (60) days of the decision.

ASSIGNMENT: No assignment of the Group's interests under this Contract shall be binding upon Medical Mutual of Ohio unless Medical Mutual of Ohio agrees in writing.

CLERICAL ERROR: Clerical error, whether by the Group or by Medical Mutual of Ohio, in keeping any records pertaining to the coverage provided by this Contract, will not invalidate such coverage or continue coverage otherwise terminated, nor will such error expand Medical Mutual of Ohio's obligations under this Contract.

COUNTERPARTS: This Contract may be executed concurrently in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

ELIGIBILITY: This Contract will cover only those persons who are eligible according to the terms of the Plan.

ENTIRE CONTRACT: This Contract, the Benefit Book(s), any Applications, and any Amendments, copies of which are attached and made a part hereof, shall constitute the entire Contract between Medical Mutual of Ohio and the Group.

GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the state of Ohio.

INTERPRETATION: While the determination of the benefits under the Plan is the sole responsibility of the Group, Medical Mutual of Ohio reserves the right to interpret the terms and conditions of the Plan as it applies to the Stop Loss Contract. Medical Mutual of Ohio has the sole authority to reimburse or deny reimbursement under this Contract.

LEGAL ACTION: No action at law or in equity shall be brought to recover on this Contract prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Contract. No such action shall be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

NOTICE: Any notice required under this Contract must be in writing. Notice to the Group must be hand-delivered, or mailed by first class mail with proper postage, to the Group at the Group's address. Notice to Medical Mutual of Ohio must be hand-delivered, or mailed by first class mail with proper postage, to Medical Mutual of Ohio at Medical Mutual of Ohio's address. Notice shall be deemed effectively received on the date of delivery or three (3) days after the date of post mark, whichever is earlier. Either the Group or Medical Mutual of Ohio may, by written notice, indicate a new notice address.

OFFSET: Medical Mutual of Ohio shall be entitled to offset payments due the Group under this Contract against Stop Loss premiums due and unpaid by the Group to Medical Mutual of Ohio.

OTHER COVERAGE: The reimbursement provided by the Contract is in excess of other coverage, including but not limited to, group insurance, excess insurance, student insurance, plan benefits, including insurance or plan benefits established by any Federal, State, or Local Law.

PROOF OF LOSS: In the event of any reimbursement being claimed under this Contract, accounting records or reports and other written proof of the basis upon which reimbursement is claimed must be furnished to Medical Mutual of Ohio, in a form acceptable by Medical Mutual of Ohio, within ninety (90) days after the date any claim has been paid by the Group. Proof may be submitted later, if it was not reasonably possible to submit it within this period. In no event, except in the absence of legal capacity of the claimant, may proof be submitted later than one year from the time it was otherwise required.

REPRESENTATIONS: The Group agrees that the statements in the Application, and the Benefit Book(s) are the Group's agreements and representations. This Stop Loss Contract, and any subsequent renewal Contracts, are issued based on continued reliance upon the truth and completeness of such representations, which include, but are not limited to, the underwriting and claims information provided by the Group or its authorized representatives.

This Contract together with the Application, including any medical history questions which are part of an Application, and the written statements made by the Group's authorized representatives, constitute the agreement between the parties. If there is a conflict between the provisions of the Plan and this Contract, this Contract shall prevail.

Should information become known by Medical Mutual of Ohio, which was known by the Group prior to issuance of this Contract or any renewal, that would have caused Medical Mutual of Ohio:

- to set rates, premiums, attachment points and thresholds, or
- to set terms or conditions of this Contract, or
- to make payment for Covered Services that otherwise would not have been done, or
- affected Medical Mutual of Ohio's acceptance of an Application, or
- induced Medical Mutual of Ohio to enter into this Contract, then

Medical Mutual of Ohio shall have the right to revise the premiums, attachment points, thresholds, maximums or terms or conditions of the Contract retroactive to the Effective Date of issuance, including the right to rescind coverage, or to terminate this Contract as of the next premium due date, by providing written notice to the Group.

RIGHT OF RECOVERY: If Medical Mutual of Ohio has overpaid any Stop Loss benefits Medical Mutual of Ohio has the right to recover such overpayments from the Group.

SEVERABILITY: If any provision or any part of any application of this Contract is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect or impair any other provision or right or remedy of Medical Mutual of Ohio.

STATEMENTS: In the absence of fraud, all statements made by the Group or a Covered Person shall be deemed representations and not warranties. No statement will be used in contest of this Contract or in defense of a claim unless: (1) the statement is in writing; and (2) it is signed by the Group.

WAIVER OF CONTRACTUAL RIGHTS: Failure of either party to insist on or enforce any of its rights shall not constitute a waiver of those rights by that party, and nothing shall constitute a waiver of either party's right to insist on strict compliance with the provisions of this agreement.

IN WITNESS WHEREOF, Medical Mutual of Ohio and the Group have signed this Contract to be effective on the Contract Date first above written.

City of Lorain
(The Group)

Medical Mutual of Ohio
(Medical Mutual of Ohio)

Signature

Signature

Title

Title

Date

Date

EXHIBIT A
to the Stop Loss Contract for
City of Lorain
Group Number: 848483
Page 1 of 2

The Contract Period is from January 1, 2025 through December 31, 2025. Eligible claims are those Paid during the Contract Period.

PHARMACY BENEFITS MANAGER Express Scripts, Inc.

AGGREGATE STOP LOSS

Line(s) of Business: Medical and Prescription Drug Card

Aggregate Stop Loss Premium Rates per Participant per month:

<u>Medical</u>	<u>Drug</u>
\$5.32	\$2.00

Monthly Attachment Rates per Participant per month:

<u>Medical</u>	<u>Drug</u>
\$1,501.16	\$524.74

Minimum Aggregate Attachment Point: \$9,632,326

Individual Limit: \$125,000

Aggregate Maximum Limit of Reimbursement Liability: \$1,000,000

SPECIFIC STOP LOSS

Line(s) of Business: Medical and Prescription Drug Card

Specific Stop Loss Premium Rates per Participant per month: \$222.48

Specific Stop Loss Threshold per Covered Person: \$125,000

Annual Maximum per Covered Person: Unlimited

EXHIBIT A
to the Stop Loss Contract for
City of Lorain
Group Number: 848483
Page 2 of 2

Premium Rate Guarantee:

The Specific Stop Loss Premium increase will be capped at 45% for the Contract Period beginning January 1, 2026.

This premium increase cap applies to the Stop Loss premium only and does not include and does not apply to fees, taxes, commission or other charges imposed on Medical Mutual by state or federal government laws, statutes or regulations.

The 45% cap on the Specific Stop Loss renewal rates may not apply if there is a material change in the Plan or in the Stop Loss terms. A material change is determined by Medical Mutual of Ohio and includes changes such as contract basis, Stop Loss Threshold, commission, demographic mix, third-party administrator or benefit plan design.

If the Parties mutually agree to renew this Contract, there will be no new Lasered Persons for the January 1, 2026 Contract Period.

ENROLLMENT 441

Exhibit Accepted By: _____

Date: _____

PROXY

City of Lorain Group Number: 848483

The Group hereby appoints as its proxy, to act for and on its behalf at any and every annual meeting and special meeting of the members of Medical Mutual of Ohio, the person who is Secretary of such corporation at the time of such annual or special meetings, as the case may be, with power of substitution, and empowers such proxy to vote and act for and on behalf of the Group at each such meeting as fully and to the same extent as the Group could do if personally represented thereat. This proxy shall continue in force until ten years from the date hereof unless sooner revoked by a notice in writing signed by the Group and delivered to Medical Mutual of Ohio.

By: _____

Title: _____

Date: _____



CITY OF LORAIN

City Council Regular Meeting

11. e.

Meeting Date: 10/20/2025

Submitted by: Jack Fleming

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

Ordinance Request To Accept A Grant Award From The Ohio Department Of Public Safety- Ohio Traffic Safety Office.

PURPOSE AND BACKGROUND:

The City of Lorain, Lorain Police Department has been awarded \$83,053.48 from the Ohio Department of Public Safety, Ohio Traffic Safety Office for Project Title: Dedicated Traffic Enforcement Program (DTEP).

RECOMMENDATION TO COUNCIL:

Consider for passage.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): N
Estimated Total Expenditure: \$81,053.48
List of Funding Source and/or Account Number: Grant Funding
Estimate of Incoming Revenue (fees, grants, etc.): \$81,053.48
Financing Requirements (Bonds, Loans, Lease, etc.):
Funding will be on a reimbursement basis.

Attachments

Ordinance
Award Document

Form Review

Inbox	Reviewed By	Date
Carrion	Rey Carrion	10/02/2025 05:12 PM
Mayor Bradley	Jack Bradley	10/02/2025 05:16 PM
JKoziura	Joseph Koziura	10/03/2025 10:07 AM
P. Riley	Michele Beko	10/03/2025 10:12 AM
Form Started By: Jack Fleming		Started On: 10/01/2025 07:59 AM
Final Approval Date: 10/07/2025		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE CHIEF OF POLICE,
THROUGH THE MAYOR OF THE CITY OF LORAIN, TO
ACCEPT THE AWARD FROM THE OHIO DEPARTMENT
OF PUBLIC SAFETY- OHIO TRAFFIC SAFETY OFFICE
AND DECLARING AN EMERGENCY

WHEREAS, the City of Lorain Police Department has been awarded a grant from
the Ohio Department of Public Safety, Ohio Traffic Safety Office in the amount of \$81,053.48;
and,

WHEREAS, this Grant is funded in accordance with the Federal Guidelines, Standard
Federal Grant conditions and Program Directives, the grantee hereby agrees to be bound by and
adhere to all assurances, certifications, special conditions and limitations as are set forth within
the award letter.

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

SECTION I. That the Chief of Police, through the Mayor, is authorized to accept the award of
\$83,053.48 from the Ohio Department of Public Safety, Ohio Traffic Safety Office for
Project Title: Dedicated Traffic Enforcement Program (DTEP), Award Number: DTEP-2026-
Lorain Police Department-00002 which shall be performed in compliance with the requirements
as set forth by the Ohio Department of Public Safety and the Ohio Traffic Safety Office, Policies
and Procedures.

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

SECTION III. That this ordinance is hereby declared to be an emergency, the nature of the
emergency being the immediate need to accept the award due to the required deadline for
acceptance and return of award condition documents to continue to provide for the health,
welfare and safety of the citizens of Lorain. Therefore, this ordinance shall take effect
immediately upon its passage and approval by the Mayor, providing 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: _____, 2024

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

APPROVED: _____, 2024

MAYOR



Agency:	Lorain Police Department
Grant Number:	DTEP-2026-Lorain Police Department-00002

FFY 2026 Grant Information

Congratulations! Your Federal Fiscal Year (FFY) 2026 grant proposal has been approved!

The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version." The GRANTS Plus System/PDF version, this letter and attached certificate comprise the entire executed agreement for this grant. Any concerns regarding modifications to your initial proposal must be addressed and resolved prior to the expenditure of grant funds.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus.

The OTSO representative assigned to this grant is Bama Davis and can be contacted at (614) 466-3250 or brdavis@dps.ohio.gov.

Please note the following **SPECIAL CONDITIONS** for FFY 2026:

- All FFY2026 grant requirements (Terms and Conditions, due dates, and individual grant requirements) will be enforced, and sub-recipients must complete the approved work plans (e.g., events, blitz enforcement hours, meetings, etc.). Failure to follow grant requirements could result in being placed in Sub-recipient on Notice status.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Emily Davidson

Emily Davidson, Director
Ohio Traffic Safety Office



Ohio Traffic
Safety Office

TRAFFIC SAFETY GRANT AWARD

PRESENTED TO:	
Lorain Police Department	
FFY2026 Grant #:	DTEP-2026-Lorain Police Department-00002
UEI Number:	FF77VMMYHRT3
Agency of Record:	Lorain, City of

Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation/National Highway Traffic Safety Administration for FFY2026. Should any change in federal funding adversely affect the Ohio Traffic Safety Office's (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

Catalog of Federal Domestic Assistance (CFDA)	Description	Amount	FAIN Number
20.600	State and Community Highway Safety	\$81,053.48	69A3752330SUP40200H0

Authorized to Proceed Date: **October 1, 2025**

Agreement Termination Date: **September 30, 2026**

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The only costs eligible for reimbursement under this agreement are approved costs incurred within these dates.

Note: All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2025.

Emily Davidson

Director, Ohio Traffic Safety Office



CITY OF LORAIN

City Council Regular Meeting

11. f.

Meeting Date: 10/20/2025

Submitted by: Jack Fleming

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

Ordinance Request To Accept A Grant Award From The Ohio Department Of Public Safety- Ohio Traffic Safety Office.

PURPOSE AND BACKGROUND:

The City of Lorain Police Department has been awarded a grant from the Ohio Department of Public Safety, Ohio Traffic Safety Office in the amount of \$56,611.96 for the Impaired Driving Enforcement Program (IDEP), Selective Traffic Enforcement Program (STEP).

RECOMMENDATION TO COUNCIL:

Consider for passage.

Fiscal Impact

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

Estimated Total Expenditure: \$56,611.96

List of Funding Source and/or Account Number: Grant Funding

Estimate of Incoming Revenue (fees, grants, etc.): \$56,611.96

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

The funding source is a reimbursable grant.

Attachments

Ordinance

Award Document

Form Review

Inbox

Carrion

Mayor Bradley

JKoziura

P. Riley

Form Started By: Jack Fleming

Final Approval Date: 10/07/2025

Reviewed By

Rey Carrion

Jack Bradley

Joseph Koziura

Michele Beko

Date

10/02/2025 05:12 PM

10/02/2025 05:16 PM

10/03/2025 10:05 AM

10/03/2025 10:12 AM

Started On: 10/01/2025 07:27 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE ON BEHALF OF THE SAFETY/SERVICE DIRECTOR OF THE CITY OF LORAIN TO ACCEPT THE GRANT AWARD FROM THE OHIO DEPARTMENT OF PUBLIC SAFETY- OHIO TRAFFIC SAFETY OFFICE, AND DECLARING AN EMERGENCY

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

WHEREAS, the City of Lorain Police Department has been awarded a grant from the Ohio Department of Public Safety, Ohio Traffic Safety Office in the amount of \$56,611.96.

WHEREAS, this Grant is funded in accordance with the Federal Guidelines, Standard Federal Grant conditions and Program Directives, the grantee hereby agrees to be bound by and adhere to all assurances, certifications, special conditions and limitations as are set forth within the award letter.

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

SECTION I. That the Chief of Police, on behalf of the Safety/Service Director, is authorized to accept the award of a grant in the amount of \$56,611.96 from the Ohio Department of Public Safety, Ohio Traffic Safety Office for Project Title: Impaired Driving Enforcement Program (IDEP), Selective Traffic Enforcement Program (STEP). Award Number: IDEP/STEP-2026-Lorain Police Department-00058 which shall be administered in compliance with the requirements as set forth by the Ohio Department of Public Safety and the Ohio Traffic Safety Office, Policies and Procedures.

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

SECTION III. That this ordinance is hereby declared to be an emergency, the basis being the immediate need to accept the grant funds for continuity in the Lorain Traffic Safety programs. 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: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, 2025

CLERK OF COUNCIL

APPROVED: _____, 2025

MAYOR



Agency:	Lorain Police Department
Grant Number:	IDEP/STEP-2026-Lorain Police Department-00058

FFY 2026 Grant Information

Congratulations! Your Federal Fiscal Year (FFY) 2026 grant proposal has been approved!

The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version." The GRANTS Plus System/PDF version, this letter and attached certificate comprise the entire executed agreement for this grant. Any concerns regarding modifications to your initial proposal must be addressed and resolved prior to the expenditure of grant funds.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus.

The OTSO representative assigned to this grant is Bama Davis and can be contacted at (614) 466-3250 or brdavis@dps.ohio.gov.

Please note the following **SPECIAL CONDITIONS** for FFY 2026:

- All FFY2026 grant requirements (Terms and Conditions, due dates, and individual grant requirements) will be enforced, and sub-recipients must complete the approved work plans (e.g., events, blitz enforcement hours, meetings, etc.). Failure to follow grant requirements could result in being placed in Sub-recipient on Notice status.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Emily Davidson

Emily Davidson, Director
Ohio Traffic Safety Office



Ohio Traffic
Safety Office

TRAFFIC SAFETY GRANT AWARD

PRESENTED TO:	
Lorain Police Department	
FFY2026 Grant #:	IDEP/STEP-2026-Lorain Police Department-00058
UEI Number:	FF77VMMYHRT3
Agency of Record:	Lorain, City of

Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation for FFY2026. Should any change in federal funding adversely affect the Ohio Traffic Safety Office's (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

Program	Catalog of Federal Domestic Assistance (CFDA)	Description	Amount	FAIN Number
IDEP	20.608	Repeat Offenders for Driving While Intoxicated	\$27,555.98	69A375233000016400HA 69A375243000016400HA 69A375253000016400HA
STEP	20.600	State and Community Highway Safety	\$29,055.98	69A375243000040200H0 69A375253000040200H0

Authorized to Proceed Date: **October 1, 2025**

Agreement Termination Date: **September 30, 2026**

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The only costs eligible for reimbursement under this agreement are approved costs incurred within these dates.

Note: All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2025.

Emily Davidson

Director, Ohio Traffic Safety Office



CITY OF LORAIN

City Council Regular Meeting

11. g.

Meeting Date: 10/20/2025

Submitted by: Jack Fleming

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

Ordinance Request To Accept A Grant Award From The Ohio Department Of Public Safety-Ohio Traffic Safety Office.

PURPOSE AND BACKGROUND:

The City of Lorain, Lorain Police Department has been awarded \$96,000.00 from the Ohio Department of Public Safety, Ohio Traffic Safety Office for Project Title:Law Enforcement Liaison.

RECOMMENDATION TO COUNCIL:

Consider for passage.

Fiscal Impact

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

Estimated Total Expenditure: \$96,000.00

List of Funding Source and/or Account Number: 1010.S400.6300.3411

Estimate of Incoming Revenue (fees, grants, etc.): \$96,000.00

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

This will be a reimbursement grant.

Attachments

Ordinance

Award Document

Form Review

Inbox

Carrion

Mayor Bradley

JKoziura

P. Riley

Form Started By: Jack Fleming

Final Approval Date: 10/07/2025

Reviewed By

Rey Carrion

Jack Bradley

Joseph Koziura

Michele Beko

Date

10/02/2025 05:12 PM

10/02/2025 05:16 PM

10/03/2025 10:08 AM

10/03/2025 10:12 AM

Started On: 10/01/2025 08:34 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CHIEF OF POLICE,
THROUGH THE MAYOR OF THE CITY OF LORAIN, TO
ACCEPT THE AWARD FROM THE OHIO DEPARTMENT OF PUBLIC
SAFETY-OHIO TRAFFIC SAFETY OFFICE AND DECLARING AN
EMERGENCY.

WHEREAS, the City of Lorain Police Department has been awarded a grant from the
Ohio Department of Public Safety, Ohio Traffic Safety Office in the amount of \$96,000.00; and,

WHEREAS, this Grant is funded in accordance with the Federal Guidelines, Standard
Federal Grant conditions and Program Directives, the grantee hereby agrees to be bound by and
adhere to all assurances, certifications, special conditions and limitations as are set forth within
the award letter.

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

SECTION I. That the Chief of Police, through the Mayor, is authorized to accept the award of,
Project Title: General Grant-Law Enforcement Liaison. FFY 2026 Grant # LEL/TSRP-2026-
Lorain Police Department-00006, in compliance with the requirements as set forth by the Ohio
Department of Public Safety and the Ohio Traffic Safety Office, Policies and Procedures.

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

SECTION III. This ordinance is hereby declared an emergency, the nature of the emergency
being the continued provision of safety services for the health, safety, and welfare of the citizens
of Lorain. Therefore, this ordinance shall take effect immediately upon its passage by Council
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: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

MAYOR

APPROVED; _____, 2025



Agency:	Lorain Police Department
Grant Number:	LEL/TSRP-2026-Lorain Police Department-00006

FFY 2026 Grant Information

Congratulations! Your Federal Fiscal Year (FFY) 2026 grant proposal has been approved!

The full PDF of the grant can be accessed on the GRANTS Plus online grant management system by clicking the "Management Tools" link and selecting "Create Full PDF Version." The GRANTS Plus System/PDF version, this letter and attached certificate comprise the entire executed agreement for this grant. Any concerns regarding modifications to your initial proposal must be addressed and resolved prior to the expenditure of grant funds.

Before proceeding with this agreement, a representative from your agency must complete the Pre-Claim online. Directions for completing the Pre-Claim begin on page 60 of the Grantee Manual located under the "My Training Materials" link in GRANTS Plus.

The OTSO representative assigned to this grant is Jennifer Caplinger and can be contacted at (614) 466-3250 or jecaplinger@dps.ohio.gov.

Please note the following **SPECIAL CONDITIONS** for FFY 2026:

- All FFY2026 grant requirements (Terms and Conditions, due dates, and individual grant requirements) will be enforced, and sub-recipients must complete the approved work plans (e.g., events, blitz enforcement hours, meetings, etc.). Failure to follow grant requirements could result in being placed in Sub-recipient on Notice status.

The staff of the OTSO looks forward to working with you to reduce traffic related fatal and serious injury crashes in Ohio.

Sincerely,

Emily Davidson

Emily Davidson, Director
Ohio Traffic Safety Office



Ohio Traffic
Safety Office

TRAFFIC SAFETY GRANT AWARD

PRESENTED TO:	
Lorain Police Department	
FFY2026 Grant #:	LEL/TSRP-2026-Lorain Police Department-00006
UEI Number:	FF77VMMYHRT3
Agency of Record:	Lorain, City of

Funding of this agreement is dependent upon the availability of federal funds as appropriated and obligated by the US Department of Transportation/National Highway Traffic Safety Administration for FFY2026. Should any change in federal funding adversely affect the Ohio Traffic Safety Office's (OTSO) ability to implement an approved agreement, the OTSO reserves the right to revise or terminate any approved grant in writing. The OTSO reserves the right to limit grant amounts at any time based on performance and/or available funding.

Catalog of Federal Domestic Assistance (CFDA)	Description	Amount	FAIN Number
20.600	State and Community Highway Safety	\$96,000.00	69A375243000040200H0 69A375253000040200H0

Authorized to Proceed Date: October 1, 2025

Agreement Termination Date: September 30, 2026

All Expenditure Reports (reimbursement claims and activity reports) for the grant must be accessed and submitted online through the GRANTS Plus system. The only costs eligible for reimbursement under this agreement are approved costs incurred within these dates.

Note: All sub-recipients must follow the Uniform Guidance, 2 C.F.R. Part 200. This agreement is to be funded under the federal grant program that begins October 1, 2025.

Emily Davidson

Director, Ohio Traffic Safety Office



CITY OF LORAIN

City Council Regular Meeting

11. h.

Meeting Date: 10/20/2025

Submitted by: Jack Fleming

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

Ordinance Request To Authorizing The Safety/Service Director To Enter Into An Agreement For Law Enforcement Liaison Services.

PURPOSE AND BACKGROUND

The Lorain Police Department Has Been Awarded A Grant For Law Enforcement Liaison Services From The Ohio Traffic Safety Office. This Request Is To Authorize The Safety/Service Director To Enter Into An Agreement With Mark Fetheroff Who Is The Independent Contractor For The Ohio Traffic Safety Office-Department Of Public Safety, As Outlined In The Awarded Grant

RECOMMENDATION TO COUNCIL:

Consider for passage.

Attachments

Ordinance

Contract

Form Review

Inbox

Carrion

Mayor Bradley

P. Riley

Form Started By: Jack Fleming

Final Approval Date: 10/07/2025

Reviewed By

Rey Carrion

Jack Bradley

Michele Beko

Date

10/02/2025 05:12 PM

10/02/2025 05:16 PM

10/03/2025 09:46 AM

Started On: 10/01/2025 09:00 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT FOR LAW ENFORCEMENT LIAISON SERVICES WITH MARK FETHEROFF WHO IS AN INDEPENDENT CONTRACTOR FOR THE OHIO TRAFFIC SAFETY OFFICE- DEPARTMENT OF PUBLIC SAFETY AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lorain has been awarded a grant from the Ohio Department of Public Safety, Ohio Traffic Safety Office in the amount of \$96,000.00, for reimbursement for the services provided by Mark Fetheroff.

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 with Mark Fetheroff for the Law Enforcement Liaison Services as outlined in the awarded grant funding, Project Title: General Grant-Law Enforcement Liaison. FFY 2026 Grant # LEL/TSRP-2026-Lorain Police Department-00006, which shall comply with the requirements as set forth by the Ohio Department of Public Safety and the Ohio Traffic Safety Office, Policies and Procedures. A copy of the agreement is marked Exhibit A, attached hereto, and made a part hereof and subject to approval by the Lorain Law Director.

SECTION II. That the funds to pay for the contracts shall be come from Account Number 1010.S400.6300.3411.

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

SECTION IV. This ordinance is hereby declared an emergency, the nature of the emergency being the continued provision of safety services for the health, safety, and welfare of the citizens of Lorain. Therefore, this ordinance shall take effect immediately upon its passage by Council 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: _____, 2025 _____
PRESIDENT OF COUNCIL

ATTEST: _____ CLERK

APPROVED; _____, 2025 _____
MAYOR

CITY OF LORAIN–LORAIN POLICE DEPARTMENT

LAW ENFORCEMENT LIAISON SUB-CONTRACTOR CONTRACTUAL AGREEMENT

THIS AGREEMENT is entered into by and among the City of Lorain (the "City") with its offices located at 200 West Erie Ave, Lorain, Ohio 44052, and the Safety/Service Director for the City of Lorain, as authorized by Lorain City Council Ordinance No. @@ and **Mark Fetheroff** (northeastohiolel@gmail.com) (the "Sub-Contractor"), having an address of **10735 Cottage Hill Lane Chardon, Ohio 44024.**

The parties hereby agree to the following terms and conditions:

1. **TERM:** This Agreement is effective October 1, 2025 through September 30, 2026. The parties may cancel at any time upon providing thirty (30) days prior written notice to the other parties.
2. **STATEMENT OF WORK:**
 - A. The Sub-Contractor shall perform and complete the work and activities described in the **Scope of Work, labeled as Exhibit 1**, which is attached hereto and incorporated herein by reference ("Services"). The Sub-Contractor shall perform the Services in a manner that is satisfactory to the Safety Service Director and the City. The Sub-Contractor shall furnish at its own cost its own materials, tools, equipment, and other supplies necessary to complete the Services under this Agreement.
 - B. The Sub-Contractor shall determine the hours required to perform the Services under this Agreement and retains discretion over its schedule when performing Services. The Services must be completed in an efficient, satisfactory and timely manner.
 - C. The Sub-Contractor is an independent contractor and is not under the direction and control of the City or the Safety/Service Director. The Sub-Contractor agrees to comply with all applicable federal, state, and local laws in performing the Services under this Agreement. The Sub-Contractor is responsible for the payment of all taxes, including payroll taxes. The Sub-Contractor is not an employee or agent of the City or the Safety/Service Director and will not receive any employee benefits or employee compensation.
3. **COMPENSATION:**
 - A. The total amount of this Agreement will not exceed \$96,000.00 which is being fully funded by a grant from the Ohio Traffic Safety Office (OTSO), Ohio Department of Public Safety (ODPS) as more fully described in Section 3(C) herein.
 - B. The Sub-Contractor will submit proper invoices and documentation within 30 days of its performance of the Services under this Agreement. Upon actual receipt of proper invoices and the satisfactory completion of the Services referenced in the invoices, the City will

make payment within 30 days to the Sub-contractor. The Sub-Contractor shall include on all invoices the proper tax identification or social security number, purchase order number, and total cost of Services; and submit an original to:

Lorain Police Department
Attn: Jack Fleming
100 W. Erie Ave
Lorain, Ohio 44052

- C. All reimbursements shall be approved by the Ohio Traffic Safety Office ("OTSO") - Traffic Section, Ohio Department of Public Safety ("ODPS"), **PRIOR** to the City reimbursing the Sub-Contractor for its expenses.

The Sub-Contractor will be reimbursed for the following, from 10/1/25 through 09/30/26:

- a. \$50.00 per hour flat rate (no overtime-all time worked is at flat rate) for the performance of the Services, for hours not to exceed 1920hrs, for an amount not to exceed \$96,000.00 total.
- b. Other cost pre-approved by OTSO and a Request to Purchase (RTP) will be submitted and approved before any other cost will be reimbursed.

4. EQUAL OPPORTUNITY REQUIREMENTS AND COMPLIANCE:

The Sub- Contractor represents and warrants it has all necessary licenses required to perform the Services. In addition, the Sub-Contractor agrees that in the hiring of employees for the performance of Services under this Agreement, the Sub-Contractor, its subcontractors, or any person acting on Subcontractor's or its subcontractor's behalf, shall not discriminate against any citizen of the state in the employment of a person qualified and available to perform the work to which the employment relates by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in the Codified Ordinances of the County of Lorain and sexual orientation as defined in the Codified Ordinances of the County of Lorain. The Sub-Contractor agrees that the Sub-Contractor, its subcontractors, or any person on the Subcontractor's behalf, shall not discriminate in any manner, against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in the Codified Ordinances of the County of Lorain and sexual orientation as defined in the Codified Ordinances of the County of Lorain. The Sub-Contractor certifies it does not maintain and it will not permit its employees from performing services at any segregated facilities. The Sub-Contractor agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations. (Ohio Revised Code Section 125.111).

- 5. CONFLICT OF INTEREST:** The Sub-Contractor shall not have any interest, direct or indirect, which is incompatible or in conflict with the carrying out of the terms of this Agreement.

- 6. RESPONSIBILITY OF CLAIMS:** The Sub-Contractor agrees to indemnify, defend and hold harmless the City of Lorain, the Safety/Service Director and OTSO/ODPS from any and all claims, liabilities, negligence and expenses of any kind including but not limited to personal

injury or property damage arising from or related to this Agreement and from claims for wages or overtime compensation due the Sub-Contractor or any of its employees or agents in rendering Services under this Agreement, including payment of all costs in defense of any claim made under the Fair Labor Standards Act or any other federal or state law. In no event shall the City, the Safety/Service Director and the OTSO/ODPS be liable for indirect, consequential, incidental, special, or punitive damages, or lost profits.

7. CHANGE OR MODIFICATION: This Agreement constitutes the entire Agreement between the parties and any changes or modifications of this Agreement shall be made and agreed to in writing. Any violations or breach of the terms stated herein, by the Sub- contractor, shall provide the City or OTSO/ODPS with the option of canceling this Agreement in its entirety, or withholding payment until such time as the violation or breach is remedied. Such option shall in no way limit or exclude any other remedies available to the City.

8. SUSPENSION AND TERMINATION:

- A. If the parties fail to perform in a satisfactory manner any of the requirements of this Agreement, or is in violation of a specific provision of this Agreement, then the non-breaching party may suspend or terminate this Agreement if the breaching party fails to cure its non-performance or violation with ten (10) business days following delivery of written notice of the breach. In the case of late payment by the City however, Section 126.30 of the Ohio Revised Code applies, and the Sub-Contractor may not suspend or terminate this Agreement unless the payment is more than sixty (60) days past due.
- B. Upon receipt of notice of suspension or termination by the City, the Safety/Service Director or the OTSO/ODPS, the Sub-Contractor shall cease work on the suspended or terminated activities, suspend or terminate the sub-contractors relating to the suspended or terminated activities, take all necessary or appropriate steps to limit disbursement and minimize cost, and, if requested by the City or Safety/Service Director, furnish a report, as of the date of receipt of notice of suspension or termination describing the status of all work under this Agreement, including results and conclusions accomplished, and such other matters as the City or Safety/Service Director may require.
- C. In the event of suspension or termination by the City, the Safety/Service Director or the OTSO/ODPS, the Sub-Contractor shall be entitled to compensation from the OTSO/ODPS upon

submission of a proper invoice to the City for the work performed prior to receipt of notice of termination or suspension which shall be calculated by the City according to Paragraph 3, "Compensation" less any funds previously paid. In the event of suspension or termination by the City or the Safety/Service Director, any payments made by the City in which Services have not been rendered by the Sub-contractor shall be prorated and returned to the City. The City and the Safety Service Director shall not be liable for any further claims. The Sub-Contractor is being paid solely by the OTSO/ODPS funds and the City or the Safety Service Director are not liable for any payment under this Agreement. The sole source of payment to the Sub-Contractor pursuant to this Agreement is from available OTSO/ODPS funds.

9. REPORTS AND RECORDS. The Sub-Contractor shall maintain and provide to the City upon demand the following records and reports: Accounting and fiscal records adequate to enable the City and/or the State of Ohio to audit and otherwise verify claims for reimbursement, and other records and reports as required by the City to enable it to comply with local, state and federal statutes and regulations. The Sub-Contractor shall maintain all records related to this Agreement for three (3) years after the City makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records have been started before the expiration of the three (3) year period, the Sub-contractor shall retain the records until completion of the action and all issues that arise from it or until the end of the three year period, whichever is later.

10. NON-ASSIGNMENT. The Sub-contractor agrees to perform personally all Services and agrees not to assign (including by operation of law or otherwise) or delegate the performance of its duties under this Agreement without prior written consent from the City and the Safety/Service Director. Any assignments, delegations or substitution attempted without the previous written consent of the City and the Safety/Service Director will effect, at the option of the City, a cancellation of all the City's and the Safety Service Director's obligations under this Agreement.

11. JURISDICTION. This Agreement is governed by the laws of the State of Ohio without regard to conflict of laws principles. Any litigation arising under this Agreement must be litigated in the Lorain Municipal Court or the Lorain County Court of Common Pleas, and the Sub-Contractor submits itself to the jurisdiction and venue of those courts.

12. OTSO Terms and Conditions for All Grants, labeled as Exhibit 2

13. ENTIRE AGREEMENT. This Agreement and all documents incorporated herein by reference constitutes the entire agreement and supersedes any prior agreement between the parties.

(End of text. Execution on following page.)

Intending to be legally bound, the parties hereby execute this Law Enforcement Liaison Sub-Contractor Contractual Agreement.

SUBCONTRACTOR

_____, as an individual

Printed Name: Mark Fetheroff

Date: _____

Safety/Service Director, City of Lorain

Printed Name: Rey Carrion

Date: _____

APPROVED AS TO FORM:

Printed Name: _____
City of Lorain Law Department

Date: _____

EXHIBIT 1

Scope of Work

The goal of the Law Enforcement Liaison (LEL) Program is to enhance all aspects of the OTSO's relationship with Ohio's law enforcement agencies, ensure OTSO's safety messages are promoted within all of Ohio's diverse communities and ensure assets allocated are accounted for and used in accordance to the OTSO's guidelines.

Under the guidance of the OTSO Commander, or their designee, the LEL Contractor Shall:

1. Serve as the law enforcement liaison to law enforcement departments in OTSO designated region of the state that will assist the OTSO in achieving traffic safety goals and objectives;
2. Develop traffic safety action plans for each county of responsibility, including underserved and Limited English Proficient (LEP) populations, within a designated region to include goals, objectives, method(s) of program Implementation and evaluations. The plan shall be Specific, Measurable, Action Oriented, Realistic and Time-lined;
3. Develop working relationship with local law enforcement agency public information officers or community liaison officer to obtain more community Involvement in OTSO traffic safety projects and programs;
4. Serve as a team member to other OTSO staff and advocates;

5. Provide technical assistance to the OTSO and local law enforcement agencies;
6. Conduct and/or coordinate specialized training (e.g., mobilization, sobriety checkpoint, SFST, DRE, ARJDE, etc.);
7. Implement, monitor, and develop specialized programs upon request (I.e., seat belt campaign, alcohol campaign, etc.);
8. Attend, coordinate, plan and participate in events designated by the OTSO;
9. Recommend new and innovative law enforcement projects and initiatives and how they may be implemented in Ohio;
10. Attend state and national meetings, training and conferences as directed by OTSO;
11. Serve on boards, commissions and committees upon OTSO's request;
12. Continuously monitor programs and electronically submit an update report as requested;
13. Call and facilitate meetings;
14. Serve as a media spokesperson as designated by the OTSO;
15. Provide weekly activity reports in manner prescribed by the OTSO Commander or their designee;
16. Assist with the compilation and submission of data for state and federal reports;
17. Attend an OTSO approved conference/workshop;
18. Scheduling appointments with OTSO's partnering agencies;
19. Traveling to predetermined agencies for the inspections, verifications or allocations of assets;
20. Visual inspections and verifications of OTSO assets;
21. Recording asset information in manner prescribed by the OTSO Commander or their designee;
22. Retrieving of unused or unwanted OTSO assets;
23. Allocating OTSO assets under the direction of Commander or their designee;
24. Assist the OTSO with other duties as assigned;
25. Submit a detailed Invoice monthly to be approved by the OTSO Commander or their designee.

Scope of Work

The Contractor will be reimbursed \$50.00 per hour flat rate (no overtime - all time worked is at flat rate).

All travel expenses including but not limited to: vehicle, fuel, lodging and per diem are the sole responsibility of the Contractor.

Statement of Work: The Contractor shall undertake the work and activities described In the Scope of Work attached. The services provided are under the auspices of the Ohio Department of Public Safety (ODPS), Ohio Traffic Safety Office (OTSO). In performing the services hereunder, Contractor shall furnish their own materials, tools, equipment and other supplies necessary to complete the work and provide the services under this agreement, unless stated elsewhere herein.

Contractor shall determine the hours required to perform the services and retains discretion over their schedule to perform the services.

Contractor agrees to comply with all applicable federal, state, and local laws in performing the work under this agreement. Contractor accepts full responsibility for payment of all taxes, including but not limited to local Income taxes, and Contractor agrees that the State of Ohio shall not be liable for any taxes under this agreement.

Compensation; All reimbursements shall be pre-approved by the ODPS/OTSO.

Contractor will submit a detailed invoice and documentation on a monthly basis for performance of services, which are due to ODPS/OTSO by the 10th of each month.

Contractor understands and agrees that compensation and reimbursement payments to be made to contractor under this agreement are subject to Federal Funding. Should any change in federal funding adversely affect ODPS/OTSO's ability to complete the fiscal year's activities, ODPS/OTSO has the right to revise or terminate the agreement in writing.

Either Contractor or ODPS/OTSO may terminate this agreement for any reason by giving the other party 30 days written notice. If the agreement is canceled under this provision, ODPS/OTSO shall reimburse the Contractor for approved work completed and documented to that date. Upon termination all data results, reports and other materials developed by the Contractor will become the property of ODPS/OTSO. All of the equipment, materials and/or supplies provided to the Contractor for use under this agreement must be returned to ODPS/OTSO upon request within 30 days of said notice.



CITY OF LORAIN

City Council Regular Meeting

11. i.

Meeting Date: 10/20/2025

Submitted by: Hannah Kiraly, Program Manager

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING AND DIRECTING THE SAFETY / SERVICE DIRECTOR TO ENTER INTO A CONTRACT WITH 5K COMMERCIAL ROOFING TO REPLACE PART OF EL CENTRO DE SERVICIOS SOCIALES, INC.'S WELLNESS CENTER ROOF AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

El Centro de Servicios Sociales, Inc. received a Public Facility Improvement Grant through the City of Lorain's Community Development Block Grant program to improve its Wellness Center. The facility's roof has been found to require partial replacement due to leaks that have significantly disrupted services and programs. This Ordinance authorizes the City of Lorain to fund the partial roof replacement, ensuring that El Centro can continue providing business development and other programming for Lorain residents.

RECOMMENDATION TO COUNCIL:

Waive the three-reading rule and consider for passage.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: 114,842.35
List of Funding Source and/or Account Number: 2260.R226.7110.6700.1500
Estimate of Incoming Revenue (fees, grants, etc.): 0
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Ordinance

Form Review

Inbox	Reviewed By	Date
M. Kuszniir	Matt Kuszniir	10/01/2025 09:12 AM
Kiraly (Originator)	Hannah Kiraly	10/01/2025 09:16 AM
M. Kuszniir	Matt Kuszniir	10/01/2025 09:21 AM
Carrion	Rey Carrion	10/02/2025 05:12 PM
Mayor Bradley	Jack Bradley	10/02/2025 05:16 PM
JKoziura	Joseph Koziura	10/03/2025 10:03 AM

P. Riley

Michele Beko

10/03/2025 10:12 AM

Form Started By: Hannah Kiraly

Started On: 09/30/2025 03:45 PM

Final Approval Date: 10/07/2025

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING AND DIRECTING THE
SAFETY / SERVICE DIRECTOR TO ENTER INTO A
CONTRACT WITH 5K COMMERCIAL ROOFING TO
REPLACE PART OF EL CENTRO DE SERVICIOS
SOCIALES, INC.'S WELLNESS CENTER ROOF AND
DECLARING AN EMERGENCY.**

WHEREAS, the City of Lorain desires to replace part of the roof at El Centro de Servicios Sociales, Inc.'s Wellness Center located at 1825 E 28th St, Lorain, OH 44055; and,

WHEREAS, a part of the 2023 Fiscal Year Community Development Block Grant Funds Public Facility Improvement Application process, El Centro de Servicios Sociales, Inc. was awarded a grant to cover the replacement of part of the roof at the Wellness Center; and,

WHEREAS, the City of Lorain solicited bids in the replacement of specific items at El Centro de Servicios Sociales, Inc.'s Wellness Center and determined the lowest and best bidder, namely 5K Commercial Roofing; and,

WHEREAS, the total project cost including contingency is \$114,842.35; and,

WHEREAS, the City of Lorain recognizes the immediate need to replace part of the roof at the Wellness Center to ensure the safety and wellbeing of Lorain, Ohio residents utilizing the facility.

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

SECTION I: That the Safety/Service Director of the City of Lorain, Ohio is hereby authorized to enter into a contract with 5K Commercial Roofing for the replacement of part of the roof at El Centro de Servicios Sociales, Inc.'s Wellness Center in an amount not to exceed \$114,842.35.

SECTION II: That Community Development Block Grant Funds will be provided for payment in an amount not to exceed \$114,842.35. The account number is 2260.R226.7110.6700.1500 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 Ohio Revised Code 121.22.

SECTION IV: Therefore, this Ordinance is hereby declared to be an emergency being the necessity to have work commence on the project and completed within a timely manner. Therefore, this Ordinance shall take effect and be in force immediately upon its passage and approved by the Mayor providing that it meets the statutory requirements for passage; otherwise, it shall be in force from and after the earliest date allowed by law.

PASSED: _____, 2025

President of Council

ATTEST: _____, Clerk of Council

APPROVED: _____, 2025

Mayor



CITY OF LORAIN

City Council Regular Meeting

11. j.

Meeting Date: 10/20/2025

Submitted by: Matt Kuszniir, Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE APPROPRIATING A LICENSE FOR THE PURPOSE OF AN INGRESS AND EGRESS FOR ROTAR INDUSTRIES LLC, WHO HAS EXECUTED A PURCHASE AGREEMENT FOR THE PROPERTY LOCATED AT 2630 COLORADO AVENUE FROM FLIPPER BOAT STORAGE LLC AND AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SAME, AND DECLARING IT AN EMERGENCY.

PURPOSE AND BACKGROUND

WHEREAS, Rotar Industries LLC, requires a second point of access for its proposed business; and
WHEREAS, the City owns a parcel of land that is adjacent to where an additional point of ingress and egress could be granted to provide access to River Industrial Park Drive; and
WHEREAS, the additional point of ingress and egress will alleviate additional traffic concerns on Colorado Avenue from the proposed development; and
WHEREAS, Rotar Industries' operations are contingent upon this second point of access.

RECOMMENDATION TO COUNCIL:

Consideration and passage

Attachments

Ordinance
Agreement

Form Review

Inbox

Carrion

Mayor Bradley

P. Riley

Form Started By: Matt Kuszniir

Final Approval Date: 10/07/2025

Reviewed By

Rey Carrion

Jack Bradley

Michele Beko

Date

10/02/2025 05:12 PM

10/02/2025 05:16 PM

10/03/2025 09:46 AM

Started On: 10/01/2025 04:02 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO.

AN ORDINANCE APPROPRIATING A LICENSE FOR THE PURPOSE OF AN INGRESS AND EGRESS FOR ROTAR INDUSTRIES LLC, WHO HAS EXECUTED A PURCHASE AGREEMENT FOR THE PROPERTY LOCATED AT 2630 COLORADO AVENUE FROM FLIPPER BOAT STORAGE LLC AND AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SAME, AND DECLARING IT AN EMERGENCY.

WHEREAS, Rotar Industries LLC, requires a second point of access for its proposed business; and

WHEREAS, the City owns a parcel of land that is adjacent to where an additional point of ingress and egress could be granted to provide access to River Industrial Park Drive; and

WHEREAS, the additional point of ingress and egress will alleviate additional traffic concerns on Colorado Avenue from the proposed development; and

WHEREAS, Rotar Industries' operations are contingent upon this second point of access.

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

SECTION 1: That the Safety/Service Director is authorized to take all necessary steps to effectuate and/or enforce the appropriation of a license for the purpose of an ingress and egress for Rotar Industries who has executed a purchase agreement for the property located at 2630 Colorado Avenue.

SECTION 2: 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 all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 3: That this Ordinance is declared to be an emergency, the nature of which is the immediate need to appropriate a license for an ingress and egress for the aforesaid real estate at the earliest possible time in order to facilitate Rotar Industries' development, all in order to provide for the health, safety and welfare of the citizens of Lorain. Therefore, this ordinance shall take effect immediately upon passage and approval by the Mayor, providing it receives the statutory requirements for passage; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

MAYOR

APPROVED: _____, 2025

LICENSE
FOR
ROTAR INDUSTRIES LLC

STATE OF OHIO)
)SS
COUNTY OF LORAIN)

That I/we, _____; for valuable consideration received to their full satisfaction, the receipt of which is hereby acknowledged by these presents, do/does hereby grant, bargain, sell, and convey to the Rotar Industries LLC, the GRANTEE, hereinafter known as “Grantee” its successors and assigns, for the consideration of One Dollar (\$1.00) and other valuable considerations, license for the construction and maintenance of ingress and egress at any time by the GRANTEE, their heirs successors, or assigns, at their discretion. The License granted in this instrument concern or will be on and through the said GRANTOR’S land located in the City of Lorain, County of Lorain and State of Ohio, and is bounded and described as follows:

**PERMANENT INGRESS/EGRESS LICENSE
THROUGH LANDS OF City of Lorain,
Permanent Parcel #0300055121032 and being further described in Exhibit A:**

Said License granted on, over, and through the real property described herein shall be a free right to ingress and egress over and across the said GRANTOR’S real property, insofar as such right of ingress and egress is necessary to the proper use of land and any other rights as so granted herein for the Grantee, their agents, employees, contractors, subcontractors and their respective employees.

The benefits and obligations of this license shall run with the land as described herein and shall bind the respective parties hereto, their heirs, successors, legal representatives and assigns.

This license is granted subject to the following covenants, terms and conditions, and the Grantee by acceptance of this grant of easement, or through the exercise of any of the rights mentioned hereto for and hereunder, shall be deemed to have accepted and agreed to all of said covenants, terms, and conditions:

- 1.The Grantee, its successors and assigns, and its agents, servants, representatives, and employees shall not interfere with the safe and continuous operations of the GRANTOR on the above described premises after construction, except for the purposes so granted to the Grantee.
- 2.The Grantee agree that all work upon the aforementioned license shall be so conducted and performed so as to avoid all unnecessary interference with the operation of said GRANTOR upon said premises.
- 3.The Grantee, its successors and assigns, and its agents, servants, representatives, and employees is expressly authorized to enter from time to time upon said licensed land, and if necessary upon the adjoining lands of the GRANTOR for the purpose of ingress and egress to and from said parcel and for reasons of performing work in connection with all of said license’ purposes.
- 4.The Grantee agree to maintain ingress and egress to said GRANTOR’S property while work is in progress on said easement.
- 5.The Grantee agrees that subsequent to exercising any of their rights mentioned herein that it will restore the property insofar as is reasonably possible to the same condition existing prior to such construction activities.
- 6.The Grantee is fully aware that the terms of this document are revocable at any time by the Grantor its successors and assigns and all interest in said land by the Grantee its successors and assigns is void.

IN WITNESS WHEREOF, the parties hereto have executed this License on this ____Day of _____, 2025.

WITNESSED BY

GRANTOR(S)

Rey Carrion
Safety/Service Director, City of Lorain

STATE OF OHIO)
) SS
COUNTY OF LORAIN)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the above named Rey Carrion who acknowledged that I/we did sign the foregoing instrument and the same is my/our own free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2025.

SEAL

Notary Public

Commission Expires

IN WITNESS WHEREOF, Rotar Industries LLC, sets its hand and corporate seal:

Signed in the presence of:

WITNESS

GRANTEE

WITNESS

Jason Kucharski
Rotar Industries LLC

This _____ day of _____, 2025.

STATE OF OHIO)
)**SS**
COUNTY OF LORAIN)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared the Rotar Industries LLC by and through, Jason Kucharski, who acknowledged that he did sign the forgoing instrument, and that the same is the free act and deed of said Rotar Industries LLC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2025.

SEAL

Notary Public

Commission expires

This instrument prepared by:

Lorain City Engineers Office
Dale Vandersommen
200 West Erie Avenue, Fourth Floor
Lorain, Ohio 44052

This aerial map displays a residential development in New Jersey. The map features several streets, including River Industrial Park Dr, New Jersey, and Colorado. Numerous lots are shown, each with a unique lot number. A scale bar indicates dimensions of 12' MIN, 29' MAX, and 35' MAX. The map also shows a river and a bridge. The text 'NEW JERSEY' is visible on the map.

NEW JERSEY



CITY OF LORAIN

City Council Regular Meeting

11. k.

Meeting Date: 10/20/2025

Submitted by: Elva Martes

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AMENDING ORDINANCE NO. 016-25 AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO MODIFY AGREEMENT NO. 25-015 WITH RUHLIN COMPANY FOR THE 611 COLORADO AVENUE TRAFFIC SIGNAL IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

The intersection at 611 Colorado Avenue requires further improvements to its stormwater drainage system and roadway base, it has been determined that the extra work is estimated to cost \$111,080.00. ODOT portion \$98,110.00 / City of Lorain portion \$12,970.00.

RECOMMENDATION TO COUNCIL:

Consideration for Passage.

Fiscal Impact

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

Estimated Total Expenditure: \$111,080.00

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

Estimate of Incoming Revenue (fees, grants, etc.): \$98,110.00

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

Additional Work \$111,080.00 ODOT portion \$98,110.00 / City portion \$12,970.00

New Total Project Cost not to exceed \$1,038,991.81

Attachments

Ordinance

Scope of Work

Change Order 1

Proposal

ORC 5517.03 Closing Highways

Form Review

Inbox

Carrion

Mayor Bradley

Reviewed By

Rey Carrion

Jack Bradley

Date

10/02/2025 05:12 PM

10/02/2025 05:16 PM

JKoziura

P. Riley

Form Started By: Elva Martes

Final Approval Date: 10/07/2025

Joseph Koziura

Michele Beko

10/03/2025 10:10 AM

10/03/2025 10:12 AM

Started On: 10/01/2025 09:06 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 016-25
AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO
MODIFY AGREEMENT NO. 25-015 WITH RUHLIN COMPANY
FOR THE 611 COLORADO AVENUE TRAFFIC SIGNAL
IMPROVEMENT PROJECT AND DECLARING AN
EMERGENCY.**

WHEREAS, as authorized by Ordinance 016-25, the City of Lorain entered into Agreement 25-015 with The Ruhlin Company, the Lowest and Best Bidder, for the 611 Colorado Ave Traffic Signal Improvement Project; and,

WHEREAS, The intersection at 611 Colorado Avenue requires further improvements to its stormwater drainage system and roadway base to ensure long-term durability. Additionally, Iowa Avenue needs extra stabilization work to maintain the integrity of the existing roadway throughout the winter months prior to removal and replacement with 2026 OPWC local roadway rehabilitation; and,

WHEREAS, it has been determined that the extra work can be completed for an additional \$111,080.00; ODOT will pay up to \$98,110.00, local match is the remainder at \$12,970.00; and,

WHEREAS, it is the opinion of the City Engineer's Office that the project has encountered issues stopping the work and therefore the City Improvement fund may be used to cover the local match to carry out the additional work. An appropriation will be made by the city auditors office.

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 addendum to Agreement 25-015 for the 611 Colorado Ave Traffic Signal Improvement Project to increase the scope of the work and to pay an amount not to exceed \$111,080 for said additional work.

SECTION II. That funding for the project may be increased by an amount not to exceed \$111,080; the increase of cost shall be paid from City Improvement Fund 4010.C401.6300.5601. The total project cost shall not exceed \$1,038,991.81.

SECTION III. The City Auditor shall allocate the additional funds as deemed proper.

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 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 V. That this ordinance is hereby declared to be an emergency, the nature of the emergency being the timely execution of the project for the safety and welfare of the citizens of Lorain. Therefore, this ordinance shall take effect immediately upon its passage and approval by the mayor providing it meets the statutory requirements for passage, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

MAYOR

APPROVED: _____, 2025

Background:

1. CO#1 focuses on stormwater improvements and a cost savings for concrete instead of asphalt pavement (attached)
 - a. Cost: \$16,605 = \$21,765.06 minus no asphalt or tack coating savings(- \$5,160)
 - b. Change order is attached with explanation of necessity
2. Iowa Ave maintenance request (Iowa Ave proposal attached)
 - a. Cost: \$62,505
 - b. This roadway was planned to be the detour route for the project. However, condition was rechecked prior to the start of work and it was decided to create an alternate detour. Unfortunately, as this roadway is near the Holcim Lafarge docks, trucks and local traffic continued to use it after the project began. We are asking to remove the roadway and install aggregate to overwinter the road. Iowa Ave will be paved as part of the City of Lorain's 2026 roadway improvement program.
 - i. We are requesting this item due to ORC 5517.03.
 - c. Photos can be provided if required. Both before the project and current status.
3. Force account
 - a. Cost: \$19,000
 - b. Moving manhole related to positive flow issue
 - c. Moving foundation several times at the ne corner of the project due to heavy utilities congestion
 - d. Miovision temporary construction installation (email attached with LPA coordinator from July)

ODOT has agreed to pay for 90% of this work with the city paying the remaining 10%.

CHANGE ORDER

PROJECT

LOR-611-4.30 (Henderson /Colorado Slip Lane)
PID No. 118175
City of Lorain

C.O. # 1**DATE** August 5, 2025**CONTRACTOR**

The Ruhlin Company
6931 Ridge Road, PO Box 190
Sharon Center, OH 44274

OWNER

City of Lorain
200 West Erie Ave - 4th Floor
Lorain, OH 44052

CHANGE ORDER DETAIL

Ref. #	Description	Part Code	Quantity	Unit	Unit Price	Amount
	See Detail Sheet for All Items					
					Total	\$ 21,765.06

Funding \ Participation Codes: 01 100% Project Funds - (80% Federal - 20% Local)
02 100% Local Funds

EXPLANATION OF NECESSITY

The Contractor hereby agrees to the Contract changes set forth in this Change Order and releases the Owner from any further obligation for compensation of any known or suspected direct or indirect costs of the work included herein.

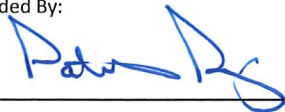
See Attached Sheet for Explanation by Reference Number

CHANGE TO CONTRACT PRICE

Original Contract Price	\$ 700,234.70
Current Contract Price - Adjusted by Previous Change Order(s)	
Increase \ Decrease Due to this Change Order	\$ 21,765.06
New Contract Price - Including This Change Order	\$ 721,999.76

CHANGE TO CONTRACT TIME

Original Contract Completion Date	October 15, 2025
Contract Time (Days) Due to this Change Order	0 Days
Current Contract Completion Date	October 15, 2025

Recommended \ Approved By:	Signature	Date
ENGINEER \ CONST. MGR. K.E. McCartney & Associates Patrick Pijor CPM	Recommended By: 	8/27/25
CONTRACTOR The Rulin Company	Approved By: Sean Demlow Digitally signed by Sean Demlow DN: C=US, E=sdemlow@ruhlin.com, O=The Ruhlin Company, OU=Finance, CN=Sean Demlow Date: 2025.08.25 08:34:28-04'00'	8/25/25
OWNER City of Lorain, Safety/Service Director Rey Carrion	Approved By:	

CHANGE ORDER DETAIL

PROJECT

LOR-611-4.30 (Henderson /Colorado Slip Lane)
PID No. 118175
City of Lorain

C.O. # 1

DATE August 5, 2025

CONTRACTOR

The Ruhlin Company
6931 Ridge Road, PO Box 190
Sharon Center, OH 44274

OWNER

City of Lorain
200 West Erie Ave - 4th Floor
Lorain, OH 44052

Ref. #	Description	Part. Code	Quantity	Unit	Unit Price	Amount
1	PAVEMENT REMOVED, AS PER PLAN	01	1.02	SY	\$ 23.50	\$ 23.97
5	PIPE REMOVED, 24" AND UNDER	01	225.00	FT	\$ 53.00	\$ 11,925.00
23	12" CONDUIT, TYPE B, AS PER PLAN	01	93.00	FT	\$ 115.00	\$ 10,695.00
31	8" CONCRETE BASE, CLASS QC1P, AS PER PLAN	01	(199.00)	SY	\$ 115.00	\$ (22,885.00)
35	8" NON-REINFORCED CONCRETE PAVEMENT, CLASS QC1P, AS PER PLAN	01	199.00	SY	\$ 100.00	\$ 19,900.00
50	REMOVAL OF PAVEMENT MARKING	01	6.00	EACH	\$ 55.00	\$ 330.00
55	CONDUIT, JACKED OR DRILLED, 725.04	01	5.00	FT	\$ 80.00	\$ 400.00
102	WORK ZONE CHANNELIZING LINE, CLASS 1, 8", 642 PAINT	01	32.00	FT	\$ 2.00	\$ 64.00
108	EW-1: DRIVEWAY SAFETY MIRRORS	01	1.00	LS	\$ 522.25	\$ 522.25
109	EW-2: DANDY SOCKS	01	1.00	LS	\$ 1,095.10	\$ 1,095.10
110	EW-3: MATERIAL COST SAVINGS FOR REF. 55/625 CONDUIT, JACKED OR DRILLED, 725.04	01	1.00	LS	\$ (2,971.24)	\$ (2,971.24)
111	EW-4: ALTERNATE TRUCK ROUTE SIGNING	01	1.00	LS	\$ 2,665.98	\$ 2,665.98
Totals						\$ 21,765.06

Funding \ Participation Codes: 01 100% Project Funds - (90% Federal - 10% Local)
02 100% Local Funds

CHANGE ORDER DETAIL

PROJECT

LOR-611-4.30 (Henderson /Colorado Slip Lane)
PID No. 118175
City of Lorain

C.O. # 1

DATE August 5, 2025

CONTRACTOR

The Ruhlin Company
6931 Ridge Road, PO Box 190
Sharon Center, OH 44274

OWNER

City of Lorain
200 West Erie Ave - 4th Floor
Lorain, OH 44052

EXPLANATION OF NECESSITY

Ref. # 1, 50, 55, 102

The quantities for the above reference items have been determined from actual field measurements and/or calculations for the work completed and accepted on the project.

Ref. # 5, 23

The quantities for the above reference items have been determined from actual field measurements for the work completed and accepted on the project. In addition, the existing conduit at approximate station 110+ 76 was found to be 3 inches lower than the proposed invert for the structure outlet. After investigating the existing line and excavating a test hole it was determined to relocate MH-D1 to station 109+77 along with extending the new 12" conduit in order to maintain positive drainage. This also increased the length of the pipe removal item.

Ref. # 31,35

Due to the amount of truck traffic on Henderson Dr. the 305 Concrete Base is being non-performed along with the asphalt intermediate and surface courses. They will be replaced with 8" Non-Reinforced Concrete Pavement, Class QC1P, APP. The concrete riding surface will hold up better to rutting and shoving than asphalt to the heavy truck traffic.

Ref.# 108 - EW-1: Driveway Safety Mirrors

At the City's request and with ODOT's approval, two safety mirrors are to be installed for vehicles turning left out of driveways having to cross traffic. Complaints have been coming in that the drivers cannot see the oncoming traffic due to increased congestion from the construction project. The contractor submitted a cost analysis for this additional work. The cost analysis was reviewed for conformity with the specifications and the costs are acceptable for the work being performed.

Ref. # 109 - EW-2: Dandy Sacks

There is no bid item in the contract for erosion control. Inlet protection is needed on the project for the existing and new inlets. At the direction of the City 8ea. dandy sacks were installed per the City of Lorain's standards. The contractor submitted a cost analysis for this additional work. The cost analysis was reviewed for conformity with the specifications and the costs are acceptable for the work being performed.

Ref. # 110 - EW-3: Material Cost Savings for Ref. 55/625 Conduit, Jacked or Drilled, 725.04

At the the request of the contractor and with the approval of the City, the material for the conduit jacked or drilled item was changed from 725.04 rigid galvanized steel to 725.052 polyethylene. The material costs for the two items were submitted and reviewed for conformance. The costs were found to be acceptable.

CHANGE ORDER DETAIL

PROJECT

LOR-611-4.30 (Henderson /Colorado Slip Lane)
PID No. 118175
City of Lorain

C.O. # 1

DATE August 5, 2025

CONTRACTOR

The Ruhlin Company
6931 Ridge Road, PO Box 190
Sharon Center, OH 44274

OWNER

City of Lorain
200 West Erie Ave - 4th Floor
Lorain, OH 44052

EXPLANATION OF NECESSITY**Ref. # 111 - EW-4: Alternate Truck Route Signing**

At the City's request and with ODOT's approval, the contractor installed signing for a west bound alternate truck route to help alleviate the excessive west bound traffic back-up at the intersection of Colorado Ave and Henderson Dr. The contractor submitted a cost analysis for this additional work. The cost analysis was reviewed for conformity with the specifications and the costs are acceptable for the work being performed since it was also below the unit cost of similiar work performed on ODOT projects. The cost reflects installation, maintenance and tear down of the signing.

LOR-611-4.30



The Ruhlin Company

P.O. Box 190

Sharon Center, OH 44274

Contact: Kevin Grabosky

Phone: 330-419-8855

Fax: 330-239-1828

Quote To:

City of Lorain

Phone:

Fax:

Job Name:

Iowa Ave

Date of Plans:

Revision Date:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	PAVEMENT REMOVED, AS PER PLAN	1,285.00	SY	23.50	30,197.50
4	CURB REMOVED	855.00	FT	9.00	7,695.00
10	SUBGRADE COMPACTION	1,285.00	SY	2.50	3,212.50
14	GEOTEXTILE FABRIC	1,285.00	SY	2.00	2,570.00
108	8" #1 & #2 STONE	300.00	CY	106.00	31,800.00
GRAND TOTAL					\$75,475.00



Legend

 Polygon Measure

Ruler

Line Path **Polygon** Circle 3D path 3D polygon

Measure the distance or area of a geometric shape on the ground

Perimeter: 830.33 Feet

Area: 1,094.83 Square Yards

☒ Mouse Navigation Save Clear



Legend

 Polygon Measure

Ruler

Line Path **Polygon** Circle 3D path 3D polygon

Measure the distance or area of a geometric shape on the ground

Perimeter: 176.72 Feet

Area: 185.43 Square Yards

☒ Mouse Navigation

Save Clear





Section 5517.03 | Closing highways or bridges.

Ohio Revised Code / Title 55 Roads-Highways-Bridges / Chapter 5517 Proposed Projects - Maintenance; Repair

Effective: June 30, 2007 **Latest Legislation:** House Bill 67 - 127th General Assembly

The director of transportation shall, at the time the director indorses the director's approval upon the surveys, plans, profiles, and specifications covering any proposed project, determine whether the making of the improvement will require the closing to traffic of the highway, bridge, or culvert involved and, if the director finds it necessary to close the same to traffic, the extent to which the same shall be closed. Such finding shall be indorsed on the plans. Plans and specifications for the construction of any project, whenever practicable, shall be prepared so as to avoid closing to traffic at any time the entire width of the highway, bridge, or culvert being improved. Upon receipt of written notice from the director ordering the highway, bridge, or culvert, or any part thereof, to be opened for travel, the contractor shall remove all barriers and obstructions and put the highway, bridge, or culvert or such portions thereof as the director orders, in such condition for travel as the director orders.

No contractor or other persons shall close a highway or bridge being improved by the state, unless that action has first been determined to be necessary by the director. If the director determines that the making of the improvement will require the closing to traffic of the highway, bridge, or culvert, the director shall further determine whether it is practicable to construct within the limits of the highway or to provide a new location for and construct a temporary highway, bridge, or culvert to be used by travelers in lieu of the closed highway, bridge, or culvert. The director's determination in respect to all matters set forth in this section shall be indorsed in writing upon the surveys, plans, profiles, cross sections, estimates, and specifications. If the director determines that it is impracticable to constr

Top

temporary highway or bridge the director shall cause to be included as a part of the plans for improvement, plans, specifications, and estimates for all necessary and proper barriers and uniform detour signs. Signs must be so placed and maintained as to conspicuously indicate the points at which it is necessary for traffic to leave the closed highway, and plainly mark the most direct and practicable route to be followed, indicating the road to be followed by the detoured traffic at all road crossings and forks. The costs and expenses of constructing temporary highways or bridges or placing barriers and detour signs shall be included in and regarded as a part of the costs and expenses of the improvement, and shall be paid accordingly. No contractor or employee of the department of transportation, when the state is proceeding by force account, shall close any highway, bridge, or culvert until such temporary highway or bridge has been constructed or such barriers and detour signs have been placed. Immediately upon the reopening of the highway, bridge, or culvert, the contractor or employee of the department in charge of the work, in case the state is proceeding by force account, shall immediately remove all barriers and detour signs. Only that portion of any highway shall be closed at any one time as is considered reasonably necessary by the director. The right-of-way for temporary highways and bridges shall, where a private right-of-way is necessary, be provided by the director, and all temporary highways, bridges, and culverts and detour signs shall be maintained by the contractor until the permanent highway, bridge, or culvert is completed and reopened for traffic. For the purpose of locating, constructing, and erecting temporary highways or bridges the director, or any persons acting under the director's authority, may enter upon lands adjoining or near to a highway to be closed and agree with the owners of the lands as to damages caused thereby. If the director is unable to agree with the owners as to the amount of damages sustained, the amount thereof shall be ascertained, determined, and paid as set out in the case of the condemnation of highway right-of-way.

If the director determines that it is impracticable to construct, either within the limits of the highway or upon a new location over private lands, a temporary highway, bridge, or culvert to be used by travelers, in lieu of the closed h [Top](#)

bridge, or culvert, the director shall, before closing to traffic the highway, bridge, or culvert to be constructed, improved, or repaired, select the most practicable direct detour route over existing highways and cause detour signs to be placed and maintained along that route. The director shall, before the closing to traffic of the highway, bridge, or culvert to be constructed, improved, or repaired, place in passable condition for traffic the detour route so selected and marked by the director and maintain it in a passable condition for traffic during the entire time that the highway, bridge, or culvert under construction is closed to traffic. The director shall, at the time of the opening to traffic of the highway, bridge, or culvert so constructed, restore the detour route to as good condition as it was at the time of its selection by the director as a detour route. In instances where traffic from the closed highway, bridge, or culvert causes damage by using a route other than the selected detour, the director shall maintain such other route in a passable condition and restore it in the same manner as if it were the selected detour route. The director is not required to maintain and restore more than one such additional detour route, except that upon petition from the appropriate local legislative authority the director shall maintain and restore more than one additional detour route if the director finds that traffic from the closed highway, bridge, or culvert caused damage to the additional detour routes that are the subject of the petition.

Available Versions of this Section

June 30, 2007 – House Bill 67 - 127th General Assembly

Section 5517.04 | Director to repair damage to county or township roads.

Ohio Revised Code / Title 55 Roads-Highways-Bridges / Chapter 5517 Proposed Projects - Maintenance; Repair

Effective: June 30, 1991 **Latest Legislation:** House Bill 201 - 119th General Assembly

The director of transportation shall repair all substantial damage done to county and township roads or to streets in municipal corporations resulting from the transportation of materials or equipment over such roads for use in constructing, reconstructing, or repairing, either by force account or contract, any road, street, or highway project of the department. Temporary repairs on such roads made necessary by reason of such transportation of materials or equipment shall be made during the construction period so as to assure normal conditions for the general public. Final repairs shall be made immediately upon the completion of the work on such road, street, or highway project, or as soon thereafter as weather conditions permit, and may be by contract or by the purchase of materials and employment of labor by the department of transportation.

Available Versions of this Section

June 30, 1991 – House Bill 201 - 119th General Assembly



CITY OF LORAIN

City Council Regular Meeting

11. I.

Meeting Date: 10/20/2025

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

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

PURPOSE AND BACKGROUND:

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

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

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

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

RECOMMENDATION TO COUNCIL:

Passage

Fiscal Impact

Funds Available in Current Year Budget (Y/N): N
Estimated Total Expenditure: 1,000,000
List of Funding Source and/or Account Number: Budget
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):
Funds will be budgeted in 2026 through the listed GL accounts.

Attachments

Ordinance

Form Review

Inbox

Carrion
Mayor Bradley

Reviewed By

Rey Carrion
Jack Bradley

Date

10/02/2025 05:11 PM
10/02/2025 05:15 PM

JKoziura

P. Riley

Form Started By: Joe Carbonaro

Final Approval Date: 10/07/2025

Joseph Koziura

Michele Beko

10/03/2025 09:57 AM

10/03/2025 10:12 AM

Started On: 09/24/2025 02:06 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

MAYOR

APPROVED: _____, 2025



CITY OF LORAIN

City Council Regular Meeting

11. m.

Meeting Date: 10/20/2025

Submitted by: Joe Carbonaro, Utilities Director

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO VARIOUS CONTRACTS FOR THE PURCHASE OF CHEMICALS FOR USE IN THE UTILITIES DEPARTMENT, WATER AND WATER POLLUTION CONTROL DIVISIONS OF THE CITY OF LORAIN, STATE OF OHIO.

PURPOSE AND BACKGROUND:

To enter into contracts with various vendors for various chemicals to be used in the operation and maintenance of the wastewater and water treatment plants.

RECOMMENDATION TO COUNCIL:

Passage

Fiscal Impact

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

Estimated Total Expenditure: 1,275,000

List of Funding Source and/or Account Number: Budget

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

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

Funds will be budgeted in the 2026.

Attachments

Ordinance

Form Review

Inbox

Carrion

Mayor Bradley

JKoziura

P. Riley

Form Started By: Joe Carbonaro

Final Approval Date: 10/07/2025

Reviewed By

Rey Carrion

Jack Bradley

Joseph Koziura

Michele Beko

Date

10/02/2025 05:12 PM

10/02/2025 05:15 PM

10/03/2025 09:58 AM

10/03/2025 10:12 AM

Started On: 09/24/2025 02:12 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO VARIOUS CONTRACTS FOR THE PURCHASE OF CHEMICALS FOR USE IN THE UTILITIES DEPARTMENT, WATER AND WATER POLLUTION CONTROL DIVISIONS OF THE CITY OF LORAIN, STATE OF OHIO.

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

SECTION I That the Safety/Service Director is hereby authorized to advertise and enter into contract(s) for the purchase of the following items for use in the Utilities Department, Water and Water Pollution Control Divisions in an estimated amount of not to exceed \$1,275,000, based on 2025 awarded/expensed costs and projected price fluctuation(s):

Each Year Approximately:

- 375 Tons dry weight Sulfate of Aluminum (Liquid)
- 60 Tons Liquid Chlorine in one (1) ton cylinders
- 50 Tons Powdered Activated Carbon (PAC)
- 25 Tons Sodium Fluorosilicate
- 4,000 Pounds Potassium Permanganate
- 155 Tons Ferric Chloride
- 125,000 Gallons Ferrous Chloride
- 13,500 Gallons Sodium Bisulfite Solution
- 20,000 Gallons (at least 50%) Caustic Soda
- 8,250 Gallons Liquid Polymer
- 10,000 Gallons 35% Orthophosphate
- 38,000 Gallons Sodium Hypochlorite Solution
- 660 Gallons Polyacrylamide
- 220 Gallons Cationic Polymer

The above is in accordance with specifications that require NSF approval as a minimum, that will be on file in the Engineering Department and subject to the approval of the Board of Control of said City as required by law.

SECTION II That bids submitted are for a one (1) year contract period.

SECTION III That all one (1) year contracts for the purchase of chemicals needed by the Utilities Department for calendar year 2026 shall have a termination date of 12/31/2026.

SECTION IV That the costs each calendar year shall be taken from the following Water Fund and Water Pollution Control Fund Accounts:

6020.P602.6440.6400.3200 – Purification Operations – Chemical Supplies

6130.P613.6310.6400.3200 – Plant Operations – Chemical Supplies

6130.P613.6420.6400.3200 – PQM Plant – Chemical Supplies

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

PASSED: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, **CLERK**

MAYOR

APPROVED: _____, 2025



CITY OF LORAIN

City Council Regular Meeting

11. n.

Meeting Date: 10/20/2025

Submitted by: Tim Shinsky

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

An ordinance assessing the cost of abating nuisance by removing litter and deposit of garbage, rubbish, junk, etc... during current calendar year.

PURPOSE AND BACKGROUND:

We wish to assess the cost of abating garbage, rubbish, junk, etc... at the properties listed in exhibit A, attached.

RECOMMENDATION TO COUNCIL:

We recommend council consider passage of ordinance.

Fiscal Impact

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

Estimated Total Expenditure: 1421.88

List of Funding Source and/or Account Number: 1010.G100.4050.1000 Outside Source

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

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

Attachments

Ordinance

Exhibit A

Form Review

Inbox

Garcia

Carrion

Mayor Bradley

JKoziura

P. Riley

Form Started By: Tim Shinsky

Final Approval Date: 10/07/2025

Reviewed By

Lori Garcia

Rey Carrion

Jack Bradley

Joseph Koziura

Michele Beko

Date

09/25/2025 09:22 AM

10/02/2025 05:12 PM

10/02/2025 05:15 PM

10/03/2025 09:59 AM

10/03/2025 10:12 AM

Started On: 09/25/2025 08:31 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO.

AN ORDINANCE ASSESSING THE COST OF ABATING NUISANCE BY REMOVING LITTER AND DEPOSIT OF GARBAGE, RUBBISH, JUNK ETC. DURING THE CURRENT CALENDAR YEAR AND DECLARING AN EMERGENCY.

WHEREAS, It is the duty of the owner and, if different, the lessee, agent or tenant having charge of real property to inspect and insure that litter, garbage, rubbish, junk, etc. is collected and removed from said property and that said property is safe and does not create a health or safety condition for others: and

WHEREAS, the need exists to abate the property nuisances and to assess these properties.

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

SECTION I. This council finds that the Director of Public Safety/ Service has abated certain nuisances after notifying the owners of the property on which said nuisances originated, and has reported the cost of such abatement, all in the manner provided by law, as follows per attached Exhibit A is fully incorporated herein:

SECTION II. The amounts shown are hereby assessed upon the properties shown and such assessments shall be certified for collection upon the current Calendar collection year duplicate in the same manner as general taxes. All funds collected shall be deposited into Special Assessment Account 1010.G100.4050.1000 upon receipt.

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

SECTION IV. That this Ordinance is hereby declared to be an emergency the nature of the emergency being the immediate need to provide for normal operating and capital expenditures to assess the properties, and in order to render services to protect the health, safety, and welfare of the City. 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: _____, 2025 _____
PRESIDENT OF COUNCIL

ATTEST: _____, CLERK _____
MAYOR

APPROVED: _____, 2025

EXHIBIT A

[illegible]

Total	\$1,421.88
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ORIGINATOR:

Tim Shinsky

tim_shinsky@cityoflorain.org



CITY OF LORAIN

City Council Regular Meeting

11. o.

Meeting Date: 10/20/2025

Submitted by: Dawn Walther

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AUTHORIZING THE AUDITOR OF THE CITY OF LORAIN, OHIO TO PAY INVOICE SUBMITTED BY THE POLICE DEPARTMENT THAT INVOKES THE THEN AND NOW CERTIFICATION EXCEPTION PROCESS AS PER OHIO REVISED CODE SECTION 5705.41 AND TO PAY FOR SAID INVOICES AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

Invoice date was before purchase order was obtained.

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: 4,920.92
List of Funding Source and/or Account Number: 2590.S400
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Then and Now Ordinance
Then and Now documentation

Form Review

Inbox	Reviewed By	Date
JKoziura	Joseph Koziura	09/18/2025 11:01 AM
P. Riley	Patrick Riley	09/29/2025 01:33 PM
Form Started By: Dawn Walther		Started On: 09/18/2025 10:44 AM
Final Approval Date: 10/07/2025		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE AUDITOR OF THE CITY OF LORAIN, OHIO TO PAY INVOICE SUBMITTED BY THE POLICE DEPARTMENT THAT INVOKES THE THEN AND NOW CERTIFICATION EXCEPTION PROCESS AS PER OHIO REVISED CODE SECTION 5705.41 AND TO PAY FOR SAID INVOICES AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code section 5705.41 requires the Auditor of the City of Lorain to certify that funds have been appropriated and are available to pay invoices as a result of a purchase order or contract subject to certain exceptions which are not otherwise applicable herein: and

WHEREAS, the Police Department has submitted an invoice which total **\$4,920.92** and money was available then and is available **NOW**; and

WHEREAS, the Auditor of the City Of Lorain has certified, using the Then and Now Certification exception pursuant to ORC section 5705.41(D)(1), that the appropriate funds were available **THEN** and the appropriate funds are available **NOW**; and

WHEREAS, the City of Lorain, Ohio deems it necessary to pay these invoices for services rendered or material received;

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

SECTION I. That the Auditor of the City of Lorain is hereby authorized to pay the invoice along with the attached **THEN** and **NOW** certificate, in the amount **\$4,920.92** and remit said payment to the appropriate vendor.

SECTION II. 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 the 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 Section 121.22 of the Ohio Revised Code.

SECTION III. That this Ordinance is hereby declared to be an emergency, the nature of the emergency being the immediate need to pay the invoices submitted for services rendered or material received by the City of Lorain and to protect the credit of the City in order to continue to receive products and services from vendors. Therefore, this Ordinance shall take effect and be in force from and immediately after its passage and approval of the Mayor, providing it meets the statutory requirements for passage, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2025 _____
President of Council

ATTESTED: _____, 2025 _____
Clerk of Council

APPROVED: _____, 2025 _____
Mayor



INVOICE APPROVAL VOUCHER

City of Lorain

Time/Date Received

Check #

Date

9/4/25

Department

POLICE

Vendor #

10550

Vendor

Beaver Park Marine

☐ Emergency Purchase

☐ Then & Now Certificate attached

Approval Date

*If the PO date is AFTER the invoice date, a completed THEN & NOW certificate must accompany this voucher.

*Original PO Date	Invoice #	*Invoice Date	Invoice Description Account Number	PO#	PO Complete Y/N	Invoice Gross Amount	Sep Check
8/28/25	6558	1/16/25	B2B - 2024-1321 - Cover Marine patrol boat repairs from 2024. 2590.S400.1530.6400.1710 (blanket po was closed before received invoice - then had to wait until new funds came in)	25-1402	Y	4,920.92	



Do not mail check. Please return it to

. Thank you.

(If you have invoices, etc. that must accompany the check, please have the check returned to you so that you can include the appropriate paperwork)

TOTAL \$ 4,920.92

Department Head

Kelly Zekajsky

Date

9/4/25

Auditor Approval

Date

Page: 1

Beaver Park Marina, Inc. 6101 West Erie Ave Lorain, OH 44053 (440) 282-6308		Invoice	
LORAIN POL LORAIN POLICE LORAIN POLICE 100 WEST ERIE LORAIN, OH 44052 Email: BILLACHNER@GMAIL.COM Sales Code: CAS		Invoice No 6558 Invoice Date 1/16/25 Work Order No 634494 Date In 1/30/25	
Unit Information: Year: 2004 Make: 27 WHALER Model: VIGILANT Length: 27FT Serial No: WCG00459F404 Motor: 1 Make: F250UCA Model: LF250UCA Serial No: 6CHU1001934 PORT Trailer: Make: 6CGU1007384 STBD Serial No: YES TRAILER Trolling: 1-386-423-2921 COMM PARTS			
Job No 1 Job Description engine repairs / boat petrol Payable By Customer			
Part No	Make	Desc	Description
11194	BPM	810	repair services
Qty	Price Each	Total	
1.00	4,920.92	4,920.92	
Parts Sub Total		4,920.92	
Invoice Summary Parts Total 4,920.92 Grand Total 4,920.92 Amount Due By Customer 4,920.92 Balance Due 4,920.92			
Thank You For Your Business			

THEN & NOW CERTIFICATE**Please complete Sections 1 & 2 and attach this document to your payment voucher****Section 1.**

Individual/s Responsible for Purchasing Item/s without a purchase order: <u>SET MAX TOLIN.</u>
Explanation of Purchase without a Purchase Order: <u>2024-1321 BLANKET PO WAS OPEN. INCORRECT</u>
<u>INVOICES WERE RECEIVED UNTIL AFTER 1ST OF YEAR THEN HAD TO WAIT UNTIL NEW FUNDING RECEIVED.</u>
Purchaser's Signature: <u>[Signature]</u>
Department Head Signature: <u>[Signature]</u> Date: <u>9/11/25</u>

Section 2.

I hereby certify that sufficient funds, in the sum of \$ 4,920.92, were available at the time the attached invoice, contract or obligation was made (**THEN**) and that sufficient funds are (**NOW**) currently available to pay the attached invoice, contract or obligation.

General Ledger Account(s) #: 2590.5400.1530.6400.1710.

Amount Available (in the G/L account(s) above) Amount Available (in the G/L account(s) above)

THEN: \$ 6,639.38 & NOW: \$ 11,667.00

Purchasers & Department Heads take note that if the purchase is over \$3,000 or if funds were not available then this purchase will need to be **approved by Lorain City Council**. You will need to notify the vendor explaining to them that this will not be paid in a timely manner due to the purchasing oversight.

In case of an emergency purchase, please remember to call the S/S office for approval, enter the requisition and then call the Auditor's Office for the PO #. This procedure is to be used for true emergency items or procedures, i.e. roof repair, broken window

Auditor's Office Use Only

Certified by: [Signature]
City Auditor/Deputy Auditor

Date: 9-15-25



CITY OF LORAIN

City Council Regular Meeting

11. p.

Meeting Date: 10/20/2025

Submitted by: Dawn Walther

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF LORAIN, STATE OF OHIO AS PASSED BY ORDINANCE #35-25 BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025 AND DECLARING AN EMERGENCY.

PURPOSE AND BACKGROUND:

Appropriation for permanent budget.

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: 446,993
List of Funding Source and/or Account Number: Various
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Appropriation
Appropriation Attachment
Appropriation Attachment

Form Review

Inbox	Reviewed By	Date
JKoziura	Joseph Koziura	10/02/2025 01:59 PM
P. Riley	Michele Beko	10/03/2025 09:46 AM
Form Started By: Dawn Walther		Started On: 09/30/2025 03:22 PM
Final Approval Date: 10/07/2025		

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF LORAIN, STATE OF OHIO AS PASSED BY ORDINANCE #35-25 BEGINNING JANUARY 1, 2025, AND ENDING DECEMBER 31, 2025 AND DECLARING AN EMERGENCY.

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

SECTION I. That the following amount be appropriated from the following funds to provide for the current expenses and other expenditures in the City of Lorain, State of Ohio, beginning January 1, 2025, and ending December 31, 2025:

General Fund	
Reimbursement Revenue	\$ 4,003
Fund Balance	\$ 23,000
Heritage TIF Fund	
TIF Revenue	\$ 12,900
G.O. Bond Retirement Fund	
Riverfront TIF Revenue	\$ 2,690
UDAG Fund	
Fund Balance	\$ 26,000
Capital Improvements Fund	
Fund Balance	\$ 13,000
Transfer In – General Sewer Fund	\$ 182,700
General Sewer Fund	
Pellet Terminal Expense	\$ 182,700

SECTION II. That the following amounts be appropriated to the following funds:

General Fund	
Other Services – Property Taxes	\$ 4,003
Clerk of Courts Postage	\$ 10,000
Economic Development Contractual Services	\$ 13,000
Heritage TIF Fund	
Compensation Agreements	\$ 12,900
G.O. Bond Retirement Fund	
Riverfront TIF – County Tax Settlement Fees	\$ 2,690
UDAG Fund	
Contractual Services	\$ 26,000

Capital Improvements

City Improvements	\$ 13,000
US EPA Grant Expense	\$ 182,700

General Sewer Fund

Transfer Out – Capital Improvements Fund	\$ 182,700
--	------------

SECTION III. That this Ordinance is passed by virtue of the provisions of Section 5705.40 Ohio Revised Code, all provisions of which have been complied with.

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

SECTION V. This ordinance is hereby declared to be an emergency, the nature of which is the immediate need to provide funding to meet contractual obligations. Therefore, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, provided 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: _____, 2025

President of Council

ATTEST: _____, 2025
Clerk of Council

Mayor

APPROVED: _____, 2025



The City of Lorain, Ohio

Joseph F. Koziura, Auditor

200 West Erie Avenue, 6th Floor
Lorain, OH 44052-1606

Phone: (440) 204-2090
Fax: (440) 204-2097

September 30, 2025

The Honorable Jack Bradley
Mayor of Lorain
200 West Erie Ave.
Lorain, OH 44052

Dear Mayor;

I am requesting that the following amounts be appropriated in the Permanent Budget by City Council at the next regular meeting as follows:

1)	Source of Funds:	General Fund Reimbursements Revenue 1010.G700.4950.1304	\$4,003
	Use of Funds:	General Fund- Other Services Property Taxes 1010.G400.8100.1900	\$4,003

This request is to appropriate the reimbursement from the Lorain County Auditor for property taxes paid prior to exemption.

2)	Source of Funds:	Heritage TIF Fund TIF Revenue 2400.R240.4010.1007	\$12,900
	Use of Funds:	Heritage TIF Fund Compensation Agreements 2400.R240.6300.1250	\$12,900

This request is to appropriate funds required to pay the school compensation agreement related to the TIF revenue collected.

3)	Source of Funds:	G.O. Bond Retirement Fund Riverfront TIF Revenue 3010.D301.7190.4010.1007	\$2,690
	Use of Funds:	G.O. Bond Retirement Fund Riverfront TIF- County Tax Settlement Fees 3010.D301.7190.8100.3200	\$2,690

This request is to appropriate funds required to record the County tax settlement fees related to the TIF revenue collected.

In each of these requests the revenue has exceeded the amount budgeted for the year. If you have any questions or concerns about these appropriation requests presented, please do not hesitate to contact me.

Respectfully,

A handwritten signature in blue ink that reads "Anita Harper". The signature is fluid and cursive, with the first name "Anita" and last name "Harper" clearly distinguishable.

Anita Harper
Chief Deputy Auditor



The City of Lorain, Ohio

Joseph F. Koziura, Auditor

200 West Erie Avenue, 6th Floor
Lorain, OH 44052-1606

Phone: (440) 204-2090
Fax: (440) 204-2097

September 30, 2025

The Honorable Jack Bradley
Mayor of Lorain
200 West Erie Ave.
Lorain, OH 44052

Dear Mayor;

I am requesting that the following amounts be appropriated in the Permanent Budget by City Council at the next regular meeting as follows:

1)	Source of Funds:	General Fund Fund Balance 1010.XXXX	\$10,000
	Use of Funds:	General Fund- Clerk of Courts Postage 1010.E700.1210.6400.1400	\$10,000
2)	Source of Funds:	General Fund Fund Balance 1010.G100.4950.1700	\$13,000
	Use of Funds:	General Fund Economic Development Contractual Services 1010.G800.6300.1500	\$13,000
	Source of Funds:	UDAG Fund Fund Balance 2290.R225.4950.1700	\$26,000
	Use of Funds:	UDAG Fund Contractual Services 2290.R225.7110.6300.1500 2290.R225.7160.6300.1500	\$13,000 \$13,000

continued

3)	Source of Funds:	Capital Improvements Fund Fund Balance 4010.C401.4950.1700	\$13,000
	Use of Funds:	Capital Improvements Fund City Improvements 4010.C401.6300.5601	\$13,000
4)	Source of Funds:	Capital Improvement Fund Transfer In- General Sewer Fund 4010.C401.5000.4030	\$182,700
	Use of Funds:	Capital Improvements Fund US EPA Grant Expense 4010.C401.6300.3370	\$182,700
	Source of Funds:	General Sewer Fund Pellet Terminal Expense 4030.C403.6300.6418	\$182,700
	Use of Funds:	General Sewer Fund Transfer Out-Capital Improvements Fund 4030.C403.9000.4010	\$182,700

These are a summary of requests received by various departments the detail of which is attached for your review.

If you have any questions or concerns about these appropriation requests presented, please do not hesitate to contact me.

Respectfully,



Anita Harper
Chief Deputy Auditor

1

Harper, Anita

From: Kalo, Ted
Sent: Thursday, September 18, 2025 3:06 PM
To: Harper, Anita
Subject: FW: postage Acct# 1010.E700.1210.6400.1400

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: LOGOS

Source: Fund Balance

Can you please get an additional appropriation of \$10,000.00 for my postage account. Postage has gone up twice this year.

1010.E700.1210.6400.1400

Thank You,
Ted Kalo

From: Chopcinski, Tricia <Tricia_Chopcinski@cityoflorain.org>
Sent: Thursday, September 18, 2025 3:04 PM
To: Kalo, Ted <Ted_Kalo@cityoflorain.org>
Subject: postage

Acct# 1010.E700.1210.6400.1400



Tricia Chopcinski

City of Lorain/Clerk of Courts
Civil/ Garnishment dept.
200 W Erie Ave
Lorain, Ohio 44052
Ph. 440-204-2027
Fx. 440-204-2146

2)

Harper, Anita

From: Fekete, Emily
Sent: Tuesday, September 23, 2025 11:09 AM
To: Harper, Anita
Cc: Davey, Robyn; Kuszniir, Matt
Subject: Appropriation Request
Attachments: Montrose Group City of Lorain Proposal 9.19.25.pdf; McIntyre Federal Funding Action Plan for Lorain.pdf

Good morning Anita,

I have submitted for approval a decrease to PO #2024-1766 by \$39,000.00. We would like to submit a request to appropriate these funds from the prior year cash balance to the below accounts:

Source: 1010.0990.0000 – Use: 1010.3000.6300.1500

Source: 2290.0990.0000 – Use: 2290.R225.7110.6300.1500

Source: 2290.0990.0000 – Use: 2290.R225.7160.6300.1500

\$13,000 each

These funds will be used to open purchase orders for the attached proposals, \$15,000.00 with The Montrose Group and \$24,000.00 with Merchant McIntyre Associates.

Please let me know if you have any questions or need any further information.

Thank you,

Emily Fekete
Accounts Clerk
City of Lorain, Ohio
Building, Housing & Planning Department
200 W Erie Ave / 5th Floor
Lorain, Ohio 44052
Ph: 440-204-2020 ext. 2863

*Source
4950.1700
For prior year
PO closed*



The Montrose Group, LLC

TRANSFORMING YOUR WORLD

PROPOSAL FOR THE CITY OF LORAIN

FOR ECONOMIC DEVELOPMENT ADVISORY SERVICES

FROM THE MONTROSE GROUP, LLC

SEPTEMBER 16, 2025

100 East Broad Street, Suite 2320, Columbus, Ohio 43215

September 16, 2025

Matt Kuszniir
Director
Lorain Department of Building, Housing and Planning
Lorain City Hall
200 West Erie Avenue, 5th Floor
Lorain, OH 44052

Dear Matt:

Please find a proposal from the Montrose Group, LLC (Montrose) for the city of Lorain (Lorain) to provide economic development advisory services. Montrose is uniquely positioned to serve Lorain for economic development strategy consulting services. Our credentials include:

Economic Development Advisory Experience. The Montrose team includes consulting and economic development leaders with more than 20 years of experience operating Ohio-based countywide, public sector, and public-private sector economic organizations and representing private-sector national real estate developers seeking to improve land and create economic opportunity through the provision of economic development advisory services designed to spur private-sector job creation and capital investment.

Public-Private Partnerships. As successful Ohio-based economic development leaders who have worked at the local, state, and regional level, the Montrose Team possess substantial knowledge of how to build Public-Private Partnerships (PPP) to utilize public incentives to leverage private investment and create a Return on Investment (ROI) for the region.

Project Financing Advocate. Montrose serves as a trusted advisor for public and private sector organizations on economic development matters from local and state program operations to project financing to business retention and expansion to workforce development and project financing.

Thank you for your time and consideration and we look forward to working with you.

Sincerely,



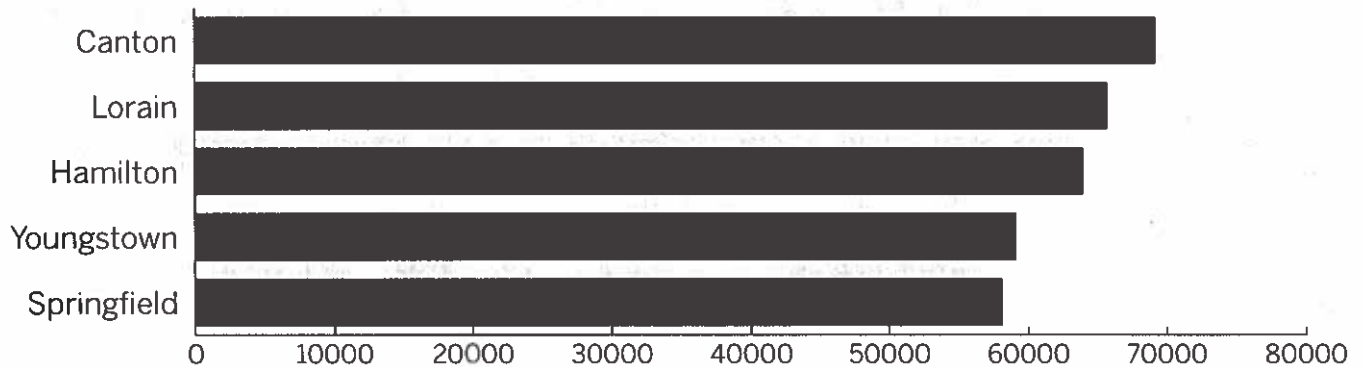
Dave Robinson
Principal
Montrose Group, LLC



MONTROSE PROPOSED SCOPE OF SERVICES & FEES

Background. Lorain is a mid-sized legacy city located on Lake Erie adjacent to Cleveland in Northern Ohio. Lorain's population peaked in 1970 at over 78,000, has seen population decline since then but recently saw its population increase. Lorain also benefits from the population growth of Lorain County, Ohio which has seen an increase of over 9000 residents as growth spreads further away from neighboring western Cuyahoga County into Lorain County.

Lorain Population Comparison



Lorain has a long industrial heritage with a strategic location at the intersection of the Black River and Lake Erie located at the heart of the American Industrial Revolution. However, Lorain has lost most of its manufacturing base as major manufacturing firms such as a deindustrialized economy and was home to Republic Steel, American Ship Building Company Lorain Yard, Ford Motor Company Lorain Assembly Plant, and United States Steel Corporation's steel mill on the city's south side. However, Lorain has former industrial

sites primed for redevelopment and a plan to revitalize the Lake Erie-Black River corridor into mixed use development that could serve as a magnet for future growth and development. Lorain asked Montrose to develop this proposal for providing economic development advisory services.



Ohio's Billion Dollar Public Infrastructure and Economic Development Incentive Programs

JobsOhio Growth Fund

Grants & loans for job expansion projects to companies that have limited access to funding from conventional, private sources of financing

JobsOhio Research and Development Center Grant

Grants & loans for corporate R&D centers to develop and commercialize emerging technologies and products

JobsOhio Revitalization Program

\$500,000 to \$5 M in loans and \$1M in grants for redevelopment of sites create or retain at least 20 jobs for public or private sector applicants for site demo, environmental remediation, building construction, infrastructure and environmental testing

JobsOhio Workforce Grant

Grants for companies creating high-wage, non-retail jobs to fund employee development and training programs

Joint Economic Development Districts

Joint Ohio townships and municipalities served territory and capture potential income tax at the site to fund its infrastructure and public services

Ohio Brownfield Remediation Program

\$200 M in Brownfield remediation funding awarded by the Ohio Department of Development

Ohio Building Demolition and Site Revitalization Program

\$21 M in building demo and site revitalization funding awarded by the Ohio Department of Development

Ohio Job Creation Tax Credit

Competitively awarded, refundable and performance-based tax credit for non-retail companies creating 10 jobs with a minimum annual new payroll of \$660,000 and that pay at least 150 % of the federal minimum wage

Ohio 629 Roadwork Grants

Grants for public roadway improvements for manufacturing, research and development, high technology, corporate headquarters, and distribution projects that create jobs

Ohio Tax Abatement

Community Reinvestment Area and Enterprise Zone programs provide locally enacted real and personal property tax abatement for new capital investment creating jobs

Ohio Tax Increment Financing

Local governments program that defines districts to capture future assessed value of property tax for the use on public infrastructure

Ohio Transformational Mixed Use Development

\$125M annually in premium tax credits for large scale mixed use developments in suburban, rural and urban markets awarded by the Ohio Department of Development



Montrose Team Proposal for Economic Development Advisory Services

Economic Development Advisor. Ohio offers a wide array of local and state economic development programs that Lorain can use to promote the creation of high-wage jobs and capital investment, and Ohio offers a billion-dollar economic development program that can provide funding for community, arts, sports, recreation, public infrastructure and other projects. Montrose will provide general economic development advice to Lorain based upon a scope of services strategy coordinated with the economic development leadership of Lorain. These services could include:

- *Economic Development Incentive Analysis.* Montrose may develop a benchmarking economic development matrix outlining the array of state of Ohio and local economic development incentives that Lorain may use including how economic development incentives are used by Lorain and other communities in Northern Ohio.
- *Return on Investment Analysis.* Montrose may review economic development incentive requests and develop a Return on Investment (ROI) analysis for each potential economic development incentive. Montrose may advise Lorain on the specific economic development incentive request that should be proposed to private sector partners considering Lorain for an economic development project.
- *Pellet Terminal Redevelopment.* Montrose may assist Lorain in the recruitment of qualified developers to invest in the Lake Erie-Black River redevelopment project at the former Pellet Terminal site.
- *Industrial, Office, Workforce and Housing Strategy.* Montrose may assist Lorain to develop industrial, workforce, office and housing development strategies focused on the redevelopment and greenfield development sites across the city.
- *Corporate Site Location.* Montrose may assist in negotiating economic development incentives for companies considering Lorain for an economic development project, and Montrose may represent Lorain with JobsOhio regarding corporate site location projects.
- *Lorain City Hall Redevelopment.* Montrose may develop a highest and best-use strategy for the redevelopment of the Lorain City Hall property.

Project Financing. Montrose will work with Lorain's economic development leadership to define the uses for state and federal economic development through a project finance lobbying planning session to connect the sources of state and federal funding to the uses that are the highest priorities for Lorain. Montrose will work with Lorain's economic development leadership to understand the uses for state and federal economic development funding through a project finance lobbying planning session. Montrose will advocate for Lorain and for state and federal government funding opportunities that may include requests for JobsOhio, state of Ohio Office of Budget and Management Ohio's Cultural and Sports Program, Capital Budget Legislation Community Project requests, specific program funding requests from Ohio Department of Development, Ohio Department of Natural Resources, Ohio Department of Transportation and other state government agencies as well as for federal budget Congressionally Directed Spending aka federal budget earmark requests.

Office Location. Montrose is located across the street from the Statehouse in the Chase Building directly across from the Ohio Statehouse at 100 East Broad Street, Columbus, Ohio, and has access to substantial conference space with connected parking convenient for client meetings.

Fees. Montrose proposes to provide these services for a set \$5000 a month renewable on a month-to-month basis.

MONTROSE STATEMENT OF ECONOMIC DEVELOPMENT ADVISORY EXPERIENCE

Montrose is a Columbus, Ohio-based economic development and government relations consulting firm that provides economic development advisory, corporate site location, economic development planning and project financing services for public and private sector clients focused on creating high-wage jobs and capital investments.

Montrose Connects Project Financing and Economic Development. Montrose brings an experienced, multi-disciplinary team to economic development consulting work that provides economic development planning and advising, lobbying, and project finance and incentive services for public and private sector clients that are built upon a unique connection of lobbying and economic development policy and program expertise.



Economic Development. Future-focused communities turn to Montrose for economic development consulting services that may include planning services and advisory services. Montrose works with economic development Teams, state and local governments, universities, hospitals, and private-sector companies to develop economic development plans to develop high-wage jobs. Montrose research's whom a community or site is by first researching economics, demographic, cost of doing business, labor, industry cluster, and market assets. Next, Montrose listens to what a community or site wants to become through town hall and private briefings, and community surveys. Finally, Montrose develops specific action steps around land use, workforce, infrastructure, tax, and quality of life initiatives that can transform a community from what they are to what they want to become. Montrose also acts as an economic development program advisor for communities serving as a resource for communities engaging in business retention and expansion programs, economic development incentive creation and administration, marketing and corporate site location negotiations, and site development.



Lobbying. Montrose serves public and private-sector organizations and trade associations before local, state, and federal governments. Montrose advocates on policy, tax and spending issues, government procurement and business development, regulatory relief, and project funding priorities on topics such as economic development, education, energy, environmental, gaming, agriculture, higher education, insurance, local government, manufacturing, pharma, solid waste, technology, telecommunication, and utilities. Montrose also advocates for clients to gain government contracts through procurement opportunities by defining a client's market strengths, positioning a client with local and state government leaders, creating the best government contracting vehicle, and advocating for the company's contract opportunities.

Project Finance and Incentives. When millions of dollars are on the line, Montrose can help. Montrose negotiates economic development incentives, project finance capital, and site development funding through local, state, and federal government programs to make economic development projects happen. Montrose Team regularly works with local public finance programs such as Tax Increment Financing, and state government programs to redevelop historic structures and districts, develop industrial parks, gain tax credits, tax abatements, grants, and loans for companies creating jobs through a multi-state corporate site location project.



MEET THE MONTROSE TEAM



Dave Robinson, Principal, and Founder, Montrose, LLC. Dave Robinson serves clients based on 30 years of experience as an economic development executive, lobbyist, lawyer, and public relations executive before the federal, state, and local governments. He worked managing practice Teams in large Groups; as a member of the Ohio House of Representatives; as Economic Development Director of Ameritech Ohio; as Press Secretary for Columbus Mayor Greg Lashutka, and as general counsel of the Ohio Chamber of Commerce. Mr. Robinson is co-author of over 40 strategic economic development plans, negotiated \$220M

in local, state, and federal financing for economic development projects, and lobbied for clients in Ohio for over thirty years.



Timothy L. Biggam, II, Director of Government Relations. Tim Biggam provides Ohio lobbying services to clients before local, state, and federal government officials utilizing his over a decade of service in state government. Tim represents a global business consulting firm, engineering firm, and computer software firm on procurement matters and represents health care, a community college, a charter school management company, the Ohio Municipal League, a county transportation improvement district, multiple local governments, and other clients before the Ohio General Assembly. Mr. Biggam, previously served as Ohio

Governor John Kasich's Legislative Director serving as the Governor's top lobbyist, worked on the national Presidential campaign of Governor Kasich, worked at the Ohio Department of Transportation, Ohio Department of Natural Resources, and began his career as a staff member in the Ohio Senate.



Nate Green, Partner and Director of Economic Development, Montrose, LLC. Nate has over 21 years of economic development experience and provides economic development services, site selection, economic incentives, financial advisory, and infrastructure finance services to communities, companies, developers, and organizations. Prior to joining Montrose, Mr. Green was an investment banker, a leader at JobsOhio and the Ohio Department of Development and the Cleveland Port Authority, and a regional economic development organization. Mr. Green is an economic development advisor to a dozen local

communities, co-authored over 40 economic development strategic plans, and advocates for land use entitlements and economic development incentives.



Ryan Scribner, Director of Public-Private Partnerships. Ryan Scribner provides corporate site location, economic development advisory, and planning services to companies and communities based upon 20 years of economic development service, including as the leader of the regional economic development organization for Pickaway County, Ohio. Ryan successfully negotiated over \$2.5 billion in large-scale industrial projects, developed a respected workforce development program, guided community economic development planning for cities, counties, and townships, and supported Joint Economic Development

Districts, port authorities, and Transportation Improvement Districts.

Montrose Team Economic Development Advising, Corporate Site Location and Planning Leader. The Montrose Team members bring 65 years of collective economic development advising and corporate site location negotiations experience for public and private sector and trade association clients before the local, state, and federal government on a range of matters.

Montrose Serves as a Lobbying and Project Finance Consultant for Leading Public and Private Sector Organizations. Connecting lobbying and economic development has made the Montrose Team a leading lobbying and project finance consulting firm assisting clients to gain millions of dollars in local, state and federal government funding. The Montrose Team has a strong track of record of successfully advocating for public and private sector organizations to gain essential public funding to support community and economic development.

Lobbying and Project Finance. Since 1993, Montrose team members have represented clients before and served in the Ohio General Assembly, Office of the Governor, and other state agencies on Statehouse policy, budget, and regulatory advocacy. Current and past Montrose lobbying clients are listed below:



- Successfully advocated for Coshocton County to gain a \$58,000,000 award from the Ohio Department of Development's All Ohio Future Fund program for site development costs.
- Successfully advocated for a project at the Dayton Airport to gain \$78,000,000 award from the Ohio Department of Development's All Ohio Future Fund program for site development costs.
- Successfully advocate for the city of Strongsville, Ohio's Fultz Parkway industrial park to gain \$778,000 from the Ohio Department of Development's 629 Roadwork infrastructure fund.
- Successfully advocated the First Responders Bridge to gain \$1,000,000 in operating budget funding to support their police and firefighter counseling program.
- Successfully advocated for the City of Avon, Ohio to gain \$925,000 for the French Run and municipal policy issues at the Ohio Statehouse, and
- Successfully advocated for Coshocton County, Ohio to gain \$7,000,000 in county jail funding at the Ohio Statehouse.
- Successfully advocated for the Columbus Association for the Performing Arts to gain \$5,000,000 through multiple state of Ohio Capital Budgets as well as state arts and entertainment policy matters at the Ohio Statehouse.
- Successfully advocated for Forest Park, Ohio to gain \$1,000,000 in state of Ohio's Capital Budget funding for community projects and municipal policy issues at the Ohio Statehouse.
- Successfully advocated for Madison County, Ohio to gain \$6,000,000 in funding for public safety and community projects from Congressional Directed Spending and state of Ohio's Capital Budget programs at the Ohio Statehouse and with the Ohio Congressional Delegation.
- Successfully advocated for the Newark Arcade to gain \$5,000,000 in state funding from the Ohio Transformational Mixed Used Development and Ohio Historic Rehabilitation Tax Credit program and through multiple state of Ohio Capital Budget projects.
- Successfully advocated for the Ohio Building project in Sidney, Ohio to gain \$998,000 in state funding from the Ohio Transformational Mixed Used Development program.
- Successfully advocated for Piqua, Ohio to gain \$1,000,000 in state of Ohio's Capital Budget community project funding for local parks projects and municipal policy issues at the Ohio Statehouse.
- Successfully advocated for Sunbury, Ohio to gain \$900,000 in state of Ohio capital budget community project funding for local parks projects and municipal policy issues at the Ohio Statehouse.
- Lobby for NRP on state of Ohio housing policy matters to encourage the state to adopt stronger site development, regulatory reform and enhanced financing to spur residential development in the state of Ohio.
- Advocate for MISO, a regional transmission organization, on state of Ohio energy related matters to educate state policy makers on how MISO addresses energy challenges in their 15 states.
- Lobby for global consulting firm Accenture on state procurement matters such as IT and business strategy.
- Lobby for the Building Industry Association of Central Ohio on state housing policy at the Ohio Statehouse.
- Lobby for Steelton Village, an urban redevelopment project in the Southside of Columbus, on project financing and Ohio Department of Development program funding at the Ohio Statehouse, and advocate for extension of the state of Ohio TMUD program.
- Lobby for Gahanna, Ohio on project financing and municipal policy issues at the Ohio Statehouse.
- Lobby for Illuminate USA, a solar panel manufacturer with 16,000 employees in Pataskala, Ohio on project financing, and state and federal policy matters.
- Lobby for Kleinfelder, a national engineering firm, on state procurement matters at the Ohio Statehouse.
- Lobby for Bon Secours Mercy Health, one of Ohio's largest hospital systems, on state health policy matters at the Ohio Statehouse.
- Lobby for the Ohio Municipal League on a range of city issues at the Ohio Statehouse.
- Lobby for Owens Community College on a range of higher education issues at the Ohio Statehouse.
- Lobby for Pataskala, Ohio on project financing and municipal policy issues at the Ohio Statehouse.
- Lobby for Performance Academies, a high-performing charter school, on state K-12 education issues at the Ohio Statehouse.
- Lobby for the Pickaway Progress Partnership, a regional Pickaway County economic development organization, on project financing issues at the Ohio Statehouse.
- Lobby for Tomko Company, a regional multi-family developer, on project financing and state policy issues at the Ohio Statehouse.
- Successfully advocated for multiple municipalities, including for the City of Columbus, Ohio on state policy, funding, and regulatory issues such as Home Rule authority, public right of way, state capital budget funding, and economic development grants.
- Successfully advocated for state contract procurement for a large multi-national business consulting and information technology company, helping to secure over \$50 million in state contracts.
- Successfully advocated for funding and policy issues for a leading Ohio university for a decade.
- Successfully advocated for a competitive electric energy company and a Fortune 500 investor-owned electric utility on energy policy issues.
- Successfully advocated environmental state policy issues for Ohio based manufacturing and coal companies.
- Successfully advocated for a national gaming company on state policy issues.



- Successfully advocated for a global pharmaceutical manufacturer on state policy and funding issues.
- Successfully represented a Fortune 100 telecom company and local governments on telecommunications policy matters.
- Successfully advocated for the Ohio Chamber of Commerce and the Ohio Economic Development Association on a range of economic development public policy issues.
- Successfully represented the state Edison Center and a private equity firm on technology funding issues.
- Successfully representing an Ohio based engineering and architecture consulting firm on transportation funding matters; and
- Successfully represented Ohio's largest public solid waste district on state policy matters.



Montrose Serves as an Economic Development Advisor for Ohio Communities. The Montrose Team has two decades of experience administering economic development programs at the local level and advises small to mid-sized cities and counties on day-to-day economic development operations. The Montrose Team serves as an economic development advisor to communities across Ohio as well as to private sector developers seeking to develop public-private partnerships to enable sites to develop.

Economic Development Advisors.

- Serving as an economic development advisor for Avon, Ohio.
- Serving as an economic development advisor to Delaware County, Ohio.
- Serving as an economic development advisor to Forest Park, Ohio.
- Serving as an economic development advisor to Gahanna, Ohio.
- Serving as an economic development advisor to Madison County, Ohio.
- Serving as an economic development advisor to Pataskala, Ohio.
- Serving as an economic development advisor to P3 in Pickaway County, Ohio.
- Serving as an economic development advisor to Piqua, Ohio.
- Serving as an economic development advisor to Ross County, Ohio.
- Serving as an economic development advisor to Strongsville, Ohio.
- Serving as an economic development advisor to Northern Licking Water, and Sewer District in Licking County, Ohio.
- Serving as an economic development advisor to Sunbury, Ohio.
- Serving as an economic development advisor to Upper Arlington, Ohio.
- Served as an economic development advisor to Greenfield, Ohio.
- Served as an economic development advisor to North Canton, Ohio.
- Served as an economic development advisor to Ohio Mid-Eastern Governments Association.
- Served as an economic development advisor to Ashville, Ohio.
- Served as an economic development advisor to Camden, Ohio.
- Served as economic development executive recruiter for Delaware County and City of Forest Park, Ohio.



Montrose Team Has Negotiated over \$2 B in Economic Development Incentives. The Montrose Team has negotiated over \$2 B in economic development incentives for public and private sector corporate site location projects leading to the creation of thousands of jobs in Ohio and other states.

Corporate Site Location and Project Financing.

- Successfully advocating for a national aerospace defense contractor in a five state corporate site location project that gained a \$11 million Ohio economic development incentive offer.
- Advocating for a contracting manufacturer for a multi-state corporate site location project.
- Advocating for a major beer distributor for a multi-state corporate site location project.
- Successfully advocating for state funding for a Greyfield Mall in Central Ohio.
- Advocating for a public finance strategy for a Greyfield Mall in Florence, Kentucky.
- Successfully advocating for an industrial developer for public infrastructure funding in Central Ohio.
- Advocating for an industrial developer for public infrastructure funding for Northwest Ohio project.
- Successfully advocated for a \$50,000 JobsOhio workforce development grant for an Ohio corporate site location project for a computer software firm;
- Successfully advised a Northwest Ohio community to develop a Community Reinvestment Area tax abatement that led to the attraction of a new \$536M manufacturing facility and the creation of 450 jobs;
- Successfully advised the Van Wert Port Authority, Ohio on two local projects valued at \$11.6M; and
- Successfully advocated for a \$2M JobsOhio Ohio Site Inventory Program infrastructure grant for a national industrial developer to develop a 350-acre site in Columbus, Ohio.

Montrose Team Brings Diverse Economic Development Planning Experience. Montrose has completed over forty economic development strategic plans for communities of all sizes in Ohio, Michigan, and Missouri in urban, suburban, and rural communities. Montrose Team's economic development planning work has included completing city, county, and township comprehensive strategic plans, Community Reinvestment Area housing studies, downtown redevelopment district plans, economic impact statements, housing studies, labor shed analysis, economic development organizational management analysis, and site development plans in rural, suburban, and urban markets, and on regional and statewide levels.

Economic Development Planning.

- Developing an economic development plan for Forest Park, Ohio.
- Developing an economic development plan as part of a comprehensive land use plan for Ross County, Ohio.
- Developing an industrial site plan for North Ridgeville, Ohio.
- Developing a regional Community Economic Development Plan for northern Pickaway County, Ohio.
- Developing a mall redevelopment strategic plan for Florence Kentucky.
- Developing a Gahanna City Hall site reuse strategic plan.
- Developed an economic development plan for Youngstown, Ohio.
- Developed an economic development corridor plan for Worthington, Ohio.
- Developed the regional comprehensive economic development plan for Plain City, Ohio.
- Developed a housing study for the Athens County Economic Development Council.
- Developed a housing study for Preble County.
- Developed a housing study for Elmore, Ohio.
- Developed the regional comprehensive economic development plan and fiscal analysis for Circleville, Ohio.
- Developed the regional comprehensive economic development plan for Morrow County, Ohio.
- Developed the regional comprehensive economic development plan for Union Township, Licking County, Ohio.
- Developed two Downtown Redevelopment District plans that created an incentive program in a Northwest Ohio community to encourage historic preservation-based redevelopment.
- Developed a workforce development plan for a rural city community improvement corporation in Northwest Ohio.
- Developed a business incubator feasibility study for Sidney, Ohio.
- Developed a Downtown Redevelopment District Plan for the Van Wert Area Economic Development Corporation.
- Developing speculative industrial building projects in western and eastern Ohio communities using the Ohio Rural Industrial Park Loan Program loan and grant program;
- Successfully attracted residential developer to Northwest Ohio community needing to create new single-family residential housing stock; and
- Supporting Ohio Appalachian Community Grant Program Round 1 Development Grant application for southern Ohio counseling and workforce development organization.



MONTROSE REFERENCES

City of Gahanna, Ohio Economic Development Advisor

Contact: Mayor Laurie Jadwin

T: 614.653.3727

E: Laurie.Jadwin@gahanna.gov

Gahanna is a Columbus suburban success story in Northern Ohio. Montrose works with the City of Gahanna on economic development advisor and advocacy services through the creation of Public-Public-Partnerships to develop a funding model that supports success in improving residents' quality of life and retaining and creating high-wage jobs. The Montrose Team provides project financing services to the City of Gahanna to assist them with various economic development priorities including site development, public infrastructure asset development, and strategic planning.

City of Strongsville, Ohio Economic Development Advisor

Contact: Brent Painter, Economic Development Director

Strongsville, Ohio

T: (440) 580-3118

E: brent.painter@strongsville.org

Strongsville is a Cleveland suburban success story in Northeast Ohio. Montrose works with the City of Strongsville on economic development advisor and advocacy services through the creation of Public-Public-Partnerships to develop a funding model that supports success in improving residents' quality of life and retaining and creating high-wage jobs. The Montrose Team provides project financing services to the City of Strongsville to assist them with various economic development priorities including site development, public infrastructure asset development, and strategic planning.

City of Piqua, Ohio Economic Development Advisor

Contact: Chris Schmiesing, Community & Economic Development Director

Piqua, Ohio

T: (937) 778-2049

E: cschmiesing@piquaoh.org

Montrose works with the City of Piqua on economic development advisor and advocacy services. Montrose has supported the creation of local economic development tools like Ohio's Downtown Redevelopment District and Community Reinvestment Area programs to support private sector investment throughout the downtown district and the city's industrial development areas south of the downtown. Additionally, Montrose provides financial modeling and analysis of various economic development incentives such as Tax Increment Finance and local tax abatement incentives. This work supports the City of Piqua with various economic development priorities including small business development, industrial site development, quality of life, and strategic planning. Piqua benefits from a wide range of state of Ohio and federal government financing programs that have assisted in the growth and development of the community.





Federal Funding Action Plan for Lorain

Objective

Merchant McIntyre Associates proposes to help the City of Lorain secure an unprecedented amount of federal support on a regular basis. Federal funding will be achieved through competitive grants, Congressional earmarks, and the Water Resources Development Act (WRDA).

The ultimate objective is for every federal dollar we secure to provide budget relief and/or help Lorain take a leap forward on initiatives to better serve your citizens.

Situation Analysis

- Within the federal government's \$7+ trillion annual budget there is significant funding available for Lorain's priorities through multiple federal agency grant programs, Congressional earmarks, and WRDA.

Further, the Administration is favoring applications from red states.

- Specifically, Merchant McIntyre will pursue significant funding for your priority needs such as water/wastewater infrastructure (water purification plant, port improvements, dredging, etc.), surface transportation (road improvements, public transportation, etc.), brownfields assessment and cleanup, social services (affordable housing, youth violence prevention, food security, etc.), public safety (EMS), and more as determined by the City's leadership. MM has a long history of winning millions of dollars in each of these categories.

Invariably, MM's Resource Inventory process will identify additional fundable needs.

- Lorain's professional staff has a history of winning federal grants. Merchant McIntyre will serve as your "force multiplier" to identify, write, submit, mobilize Congressional support for, and *win* competitive grants and Congressional earmarks.
- Specifically, we meet regularly with federal program officers at DOT, EPA, EDA, USACE, DHS, DOJ, and HHS among others to gather invaluable intel about how to win grants from their departments. Specifically, we learn about the competitive preference priorities that program officers are using to score applications.

We call this, "Winning the grant before it's even announced."

Similarly, we meet regularly with Members of Congress, Congressional personal staff, and Appropriations Committee staff to learn about their earmark requirements and preferences.

(In his famous book *The Art of War*, Sun Tzu wrote, "Infiltration is always more effective than assault." Merchant McIntyre will infiltrate potential federal funding sources in the best sense of the word to help win significant support for Lorain.)

- As we discussed on our September 16 call, EPA will soon release four different brownfield assessment and cleanup grants with award ceilings ranging from \$500K to \$2 million.

Last week Merchant McIntyre professionals met with EPA staff. We learned that FY27 is likely the last year of funding for these programs as they were passed through the Infrastructure Investment and Jobs Act. Now is the time for Lorain to secure brownfield funding.

If we work together, these grants would be among the first targets we hit for Lorain.

- Merchant McIntyre will help Lorain pursue funding from WRDA. This legislation is a \$25+ billion authorization bill that the Congress must pass every two years. Winning a major authorization is the “ticket” for Lorain then to win funding through the appropriations process.

In the last WRDA, MM secured authorizations of \$20 million for a wastewater treatment plant upgrade, \$15 million to remove a dam, and \$10 million for a sewer project. MM would use the next WRDA as a funding vehicle to bring Lorain’s wastewater treatment plant into the 21st century.

- Since the Congress has the “sole power of the federal purse,” mobilizing Members to champion grant applications is an essential step in the process. MM will write the letters of support and talking points so Members/staff simply need to sign the letters and pick up the phone to call the federal agency program officers.
- As you know, Congressional earmarks enable local governments to secure major dollars for projects not addressed by competitive grants. We recognize Lorain has enjoyed some success securing earmarks. Congratulations!

Humbly, Merchant McIntyre will improve the City’s ability to win earmarks. Here’s why: MM has built a proprietary database that contains information about every Congressional earmark project funded since earmarks returned in 2021 after the Congress ended its moratorium. We call the database **The Earmark Beast**. It gives our clients a competitive advantage. Annually, we secure approximately \$50 million in earmarks—many of them for local governments.

Finally, this is Mark McIntyre’s 40th Congressional appropriations cycle. He will help lead Lorain’s earmarking efforts.

- Here are the ROIs MM is achieving for local governments: Beatrice, NE (215:1), Manassas Park, VA (44:1), Tazewell County, VA (33:1), Santa Paula, CA (32:1), Stafford County, VA (32:1), Rock Springs, WY (29:1), Talladega, AL (21:1), Claremont, NH (18:1), West Lafayette, IN (18:1), Pompano Beach, FL (15:1), and River Falls, WI (10:1).

Based on Merchant McIntyre’s work, the ROI typically increases over time.

- Speaking of time, here’s the final, important point: Winning an unprecedented amount of federal support takes time. It’s not a magic show, it’s a process. Each year, the federal government invests billions of dollars in local governments, but those dollars flow slowly. **If Lorain’s City Council is impatient and expects a magic show, stop reading and don’t retain MM because we won’t be good partners.** We aggressively pursue federal funding, and it takes time. (We will meet remotely with the Council regularly to update the members on the progress being made toward funding.)

- To provide you with a sense of the dollars available for Lorain's needs, here are relevant examples of funding that Merchant McIntyre has helped win. This should give you confidence:

Water Infrastructure

- \$30 million for sewer system upgrades.
- \$25 million for a wastewater treatment plant upgrade.
- \$20 million for a dam removal project.
- \$20 million to support water and wastewater improvements.
- \$15 million for a sewer improvement project.
- \$12 million to dredge a port.
- \$13 million to construct a pump station for flood mitigation.
- \$4.3 million for water infrastructure improvements.
- \$2.7 million for water/wastewater infrastructure.
- \$2 million in emergency funding for a flood control project.
- \$1.3 million for water infrastructure improvements.
- \$900K for a new water tank.

Surface Transportation

- \$21.4 million to reroute a state highway and create a new pedestrian space.
- \$17.2 million for roadway improvements in a key business corridor.
- \$14.1 million to construct a multimodal greenway.
- \$12 million for a roadway extension project.
- \$11.4 million for roadway improvements and to create clearly delineated bicycle and pedestrian facilities and trails.
- \$2 million for surface transportation improvements
- \$1.4 million for highway safety improvements.
- \$1.1 million for intersection improvements.
- \$900K for surface transportation planning.

Public Safety

- \$4.3 million to hire public safety personnel.
- \$3.9 million to support EMS.
- \$3.7 million to upgrade public safety radio equipment.
- \$1.5 million to upgrade and consolidate emergency communications systems.
- \$1.4 million to renovate a fire station.
- \$1.3 million for public safety communication equipment upgrades.
- \$700K for first responder technology and communications.
- \$446K to purchase law enforcement equipment.
- \$413K to fund the hiring of two new school resource officers.
- \$136K to purchase fire protection equipment.
- \$53K to purchase 30 state-of-the-art body cameras and enact a training/use policy.

Economic/Community Development

- \$2.2 million for building renovations to expand workforce development.
- \$1.8 million to support a multimodal logistics center.
- \$1.8 million to support a new health sciences and paramedic training program.
- \$1.5 million to expand health workforce programs to meet job demand.

- \$1.4 million to support the development of an industrial park.
- \$1.4 million to plan and implement local workforce development strategies.
- \$1.3 million to establish a farmers' market and greenhouse.
- \$1 million to plant trees in an urban area.
- \$500K to support community food programs.
- \$480K for nutrition incentive programs.

Scope of Work

Merchant McIntyre would truly function as an extension of your professional staff, implementing the following scope of work to help Lorain maximize federal support:

1. Develop Funding Strategies:

- Conduct an in-depth Resource Inventory to determine and document Lorain's strengths and needs, and to get to know your programs, priorities, and people.
- Plan and implement a comprehensive Federal Funding Strategy featuring a detailed Federal Grants Grid so Lorain's leadership can review and assess forecasted federal funding opportunities and evaluate MM's strategies to secure that funding.

2. Secure a significant authorization in the Water Resources Development Act:

- Initiate discussions with the U.S. Army Corps of Engineers District Office.
- Identify any currently available funding through USACE, as well as the potential scope of a large-scale WRDA authorization for Lorain's water infrastructure needs.
- Develop an award-worthy WRDA request authorizing USACE to partner with Lorain on your wastewater project.
- Provide timely and relevant updates on bill developments and committee activity related to WRDA.
- Collaborate with Lorain's Congressional delegation to secure the necessary funding language in the upcoming WRDA.
- Mobilize Congressional support to secure federal appropriations for the project and ensure it is prioritized by USACE Headquarters in Washington, D.C.

3. Secure Congressional Earmarks:

- Identify Lorain's priorities that are fundable through Congressional earmarks.
- Schedule substantive discussions with Members of Congress and their staff in D.C. and Ohio to highlight the City's funding objectives.
- Target the appropriations accounts that offer the best chance for success.
- Develop award-worthy earmark projects and help drive Lorain's funding requests through every step of the legislative process—subcommittee, full committee, floor action, and conference committee—until it's signed into law by the President.

4. Win Federal Grants:

- **Merchant McIntyre's ability to forecast federal grants several months ahead of the Notice of Funding Opportunity (NOFO) release will help 1) increase the number of grants Lorain wins and 2) reduce the administrative burden associated with applying for grants.**
- Identify grant opportunities and assess both eligibility and competitiveness before grants are publicly released. While Lorain may technically be eligible for a given grant(s), it's MM's job

to ensure that you're truly competitive before we invest your team's time and resources in applying.

- Develop proposal themes and produce background materials that provide a compelling presentation of Lorain's priorities to potential federal funders.
- Provide grant writing support for the grant targets we've identified and as Lorain directs. This includes, but is not limited to:
 - Managing proposal development, including drafting all grant application components with the assistance of Lorain's leadership and staff (internal content experts).
 - Deploying Merchant McIntyre subject matter experts to develop or improve program design and/or specific application components and producing content through the lens of the grant program's evaluation criteria to ensure proper alignment with agency funding objectives.
 - Finalizing grant proposals by providing multi-level reviews to ensure clarity, cohesiveness, and editorial input and assessing budgets for cost-effectiveness, completeness, and accuracy.

Budget

We opened Merchant McIntyre Associates to assist local governments exactly like Lorain. MM's typical minimum retainer for the scope of work described here is \$10,000/month for a period of one year. This retainer is all-inclusive—there are no “hidden fees” for grant writing or “work-related expenses.”

Lorain will always have budget certainty when working with Merchant McIntyre; you will never be surprised by an invoice!

Since this would be a new initiative for the City and because we appreciate your budget constraints, we propose an initial 90-day engagement at a discounted retainer of \$8,000/month.

The four deliverables during the first 90 days are:

1. Conduct a Resource Inventory to identify specific federal funding objectives and potential grant requests for Lorain.
2. Prepare a comprehensive Federal Funding Strategy for the City featuring a detailed Federal Grants Grid so you can assess the funding opportunities and evaluate MM's strategies to secure that funding.
3. Arrange substantive meetings with Congressional staff and Executive Branch program officers who have jurisdiction over the funding MM targets for Lorain based on forecasted federal grants and the timing of Lorain's federal grant submissions.
4. Support Lorain in all facets of the federal grant process, including planning, writing, designing, partnership development, budget development, application submission, and administrative requirements. (If a relevant grant competition is open, or a grant the City wants to pursue is forecast, MM will begin helping write an award-worthy application(s) during the Resource Inventory process.)

Of course, the fifth “deliverable” is that you will get to evaluate Merchant McIntyre's strategic thinking and added value.

If Lorain's leadership is pleased in every respect with Merchant McIntyre Associates during this initial 90-day engagement, you may then decide whether to retain MM for a period of one year at the same discounted monthly retainer. (Our hope is that the City would raise the retainer to our typical minimum after we've generated a strong ROI.)

Our objective is to deliver the highest possible ROI so the City Council, Mayor Bradley, Rey, and Lorain's entire professional staff exchange high-fives and say, "Let's do that again!"

Conclusion

For all the reasons described in this document, Merchant McIntyre Associates would welcome the assignment to secure major federal support on a regular basis for Lorain. Humbly, we want to serve you as a transformative partner in service to your citizens.

Thank you for your serious consideration of this Federal Funding Action Plan.

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3)

Harper, Anita

From: Harper, Anita
Sent: Monday, September 29, 2025 2:47 PM
To: Newsome, Veronica
Cc: Koziura, Joseph; Martes, Elva; Vandersommen, Dale
Subject: RE: 118175 increase PO

Veronica,

Thanks, as always, for the heads up. I have this on my radar to add \$13,000 to appropriation ordinance for next regular meeting.

Regards,
Anita

From: Newsome, Veronica <veronica_newsome@cityoflorain.org>
Sent: Monday, September 29, 2025 2:34 PM
To: Harper, Anita <Anita_Harper@cityoflorain.org>
Cc: Koziura, Joseph <Joe_Koziura@cityoflorain.org>; Martes, Elva <Elva_Flowers@cityoflorain.org>; Vandersommen, Dale <Dale_Vandersommen@cityoflorain.org>
Subject: 118175 increase PO

Anita,

*Source
4950.1700 for P4 PO Closed*

I have entered all my legislation for project 118175. ODOT has agreed to pay a large portion of the additional work. However, I will need some local monies.

Please close PO 2023-00001981. This projects construction is now complete and the funds can be moved back into the local roadway rehab account.

Please plan on increasing PO 2025-00001066. I estimate an increase of \$12,970 for our local match.

\$13,000 4010.6401.6300 5601

Please note, this will not go to council until 10/6/2025 and BOC on 10/8/2025. I just wanted to give you a heads up in case you needed to do anything appropriations wise on your side.

Best,
Veronica A Newsome, P.E.
Engineer III
200 West Erie Ave.
Lorain, OH 44052
Land-440-204-2003
Hand-440-420-5924

4) SOURCE:
CAP IMPR - TR IN 182,700
GEN SWR - PELLET TERM 182,700

USE:
CAP IMPR - USEPA GR 182,700
GEN SWR - TR OUT 182,700

US EPA GRANT
COLDWATER CONSULT. PO.
\$1,616,800
<769,900>
846,900
<1,029,600> KMUTRUCKING CONTRACT
<182,700>

ORDINANCE NO. 12-25 * 182,700 FROM STORM SEWER

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR OF THE CITY OF LORAIN TO ENTER INTO A CONTRACT WITH THE LOWEST AND BEST BIDDER FOR THE HOT WATERS BOATING ACCESS SITE IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY. PELLET TERM. ACCT.

WHEREAS, the City of Lorain owns and operates a municipal boat launch located at the mouth of the Black River that has fallen into disrepair, and CONTRACT EXCEEDS GRANT - BUDGET ADDTL FUNDS NEEDED

WHEREAS, the City has received grant funds from the Environmental Protection Agency to renovate the facility; and

WHEREAS, the City plans to renovate the facility and in order to fund the project, intends to utilize an amount not to exceed \$1,029,600.00 from awarded grant dollars and allocated Pellet Terminal funds; and

WHEREAS, the Engineering Department will receive bids and enter into a contract with the lowest and best bidder.

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 a contract with the lowest and best bidder for the City of Lorain Hot Waters Boating Access Site Improvements Project (the "Project") in an amount not to exceed \$1,029,600.00 in accordance with the plans and specification on file in the Lorain Engineering Department and as set forth in the contract on file with the Lorain Law Department and subject to the approval of the City of Lorain Law Department and the Lorain Board of Control as required by law.

SECTION II: The cost of this project will be in an amount not to exceed \$1,029,600.00 and will be paid with awarded grant dollars and allocated Pellet Terminal funds from US EPA Grant Exp. Account 4010.C401.6300.3370 or as directed by the Lorain City Auditor.

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.

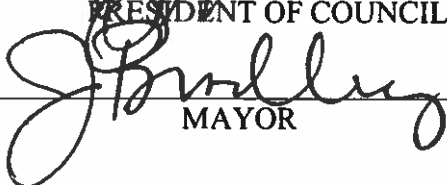
SECTION IV: That this Ordinance is hereby declared to be an emergency, the nature of the emergency being the timely execution of the project construction for the safety and welfare of the citizens of Lorain. Therefore, this ordinance shall take effect immediately upon its passage and approval by the Mayor providing it meets the statutory requirements for passage, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: June 2, 2025

ATTEST: Breanna Dull CLERK

APPROVED: June 4, 2025



PRESIDENT OF COUNCIL


MAYOR



CITY OF LORAIN

City Council Regular & Committee Meeting

10. f.

Meeting Date: 06/02/2025

Submitted by: Kathryn Golden

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR OF THE CITY OF LORAIN TO ENTER INTO A CONTRACT WITH THE LOWEST AND BEST BIDDER FOR THE HOT WATERS BOATING ACCESS SITE IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY

PURPOSE AND BACKGROUND:

The City of Lorain owns and operates a municipal boat launch located at the mouth of the Black River that has fallen into disrepair.

The City has received grant funds from the Environmental Protection Agency to renovate the facility. The City plans to renovate the facility and in order to fund the project, intends to utilize an amount not to exceed \$1,029,600.00 from awarded grant dollars and allocated Pellet Terminal funds. The Engineering Department will receive bids and enter into a contract with the lowest and best bidder.

RECOMMENDATION TO COUNCIL:

Consideration and passage.

Fiscal Impact

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: \$1,029,600.00
List of Funding Source and/or Account Number: 4010.C401.6300.3370
Estimate of Incoming Revenue (fees, grants, etc.): \$846,900 in EPA grant
Financing Requirements (Bonds, Loans, Lease, etc.):

Funds Available in Current Year Budget (Y/N): Y
Estimated Total Expenditure: \$182,700
List of Funding Source and/or Account Number: 4030.C403.6300.6418
Estimate of Incoming Revenue (fees, grants, etc.):
Financing Requirements (Bonds, Loans, Lease, etc.):

Attachments

Ordinance

Form Review

Inbox

Carrion
K. Golden
Carrion
K. Golden
Carrion
K. Golden
Carrion
Mayor Bradley
JKoziura
P. Riley

Reviewed By

hoffman
hoffman
Rey Carrion
hoffman
Breanna Dull
hoffman
Rey Carrion
Jack Bradley
Joseph Koziura
Michele Beko

Date

05/28/2025 01:36 PM
05/28/2025 01:37 PM
05/28/2025 05:53 PM
05/29/2025 10:38 AM
05/29/2025 10:53 AM
05/29/2025 10:55 AM
05/29/2025 04:02 PM
05/30/2025 08:19 AM
05/30/2025 10:09 AM
05/30/2025 10:19 AM
Started On: 05/28/2025 11:38 AM

Form Started By: hoffman

Final Approval Date: 05/30/2025

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski	✓		Nutt	✓	
Dimacchia	✓		Moon	✓	
DuVall	✓		Arroyo	✓	
Henley	✓		Spellacy	Absent	
Kempton	✓		Thornsberry	✓	
Carter	✓		Arredondo		

ORDINANCE NO. 173.24

AN ORDINANCE AUTHORIZING THE SAFETY/SERVICE DIRECTOR TO ENTER INTO AN AGREEMENT WITH COLDWATER CONSULTING, LLC, FOR PROFESSIONAL SERVICES RELATED TO THE SUNSET PIER PARK AND HOT WATERS BOATING/FISHING ACCESS IMPROVEMENTS PROJECT.

WHEREAS, The United States Environmental Protection Agency's Environmental Justice Screening and Mapping Tool shows that the City of Lorain ranks above the 50-percentile in nine of twelve EJ Indexes amongst the state of Ohio and ten of twelve indexes nationally. The EJ Screening and Mapping Tool also shows the City ranks in the 90 to 95th percentile for heart disease, asthma, low income, and ranks in the 80-90th percentile in residents with less than a high school diploma, life expectancy, and medically underserved; and

WHEREAS, as authorized by Ordinance 46-24, the Director of Public Safety/Service sought authorization to apply for and accept funds to support waterfront public access improvements for two sites at the mouth of the Black River; and

WHEREAS, in 2024, the City was awarded funding in the amount of \$1,616,800 to implement the project ; and

WHEREAS, the project will provide equity to members of the community who are underserved by providing important free public access to green space, access to the Lake Erie waterfront, and increased public engagement and input through enhanced education and outreach; and

WHEREAS, combined with the extensive ecological restoration work that has been completed in recent years by the City along the nearby Black River, this project will enhance and further contribute to the City's commitment to environmental justice for the City's underserved residents; and

WHEREAS, working in combination with other grant funds received, this project will complete a detailed design of Sunset Pier Park to replace 6 acres of impervious surfaces with greenspace, green infrastructure, and public amenities; and

WHEREAS, the project will provide funding to renovate Hot Waters Municipal Launch and includes site assessment, permitting, final design, and construction of boating access improvements, including replacement of deteriorated boat ramps and docks with new, ADA compliant structures; and

WHEREAS, the project will support the development and implementation of a public engagement plan to seek community input aimed at guiding the aforementioned project development; 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 these environmental and ecological program activities; and

WHEREAS, the firms were rated and ranked; and

WHEREAS, Coldwater Consulting, LLC (Coldwater), was selected as the highest rated firm; and

WHEREAS, this project includes professional services in the amount of \$769,900, to be paid by grant funds; and

WHEREAS, the Engineering Department seeks to enter into a professional services agreement with Coldwater.

WHEREAS, this project requires no local funding contribution.

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 professional services with Coldwater for the Sunset Pier Park and Hot Waters Boating/Fishing Improvements Project in a form substantially similar to Exhibit A, attached hereto and made a part hereof by reference, and as approved by the Lorain Law Department.

SECTION II: Professional services for the management of the Sunset Pier Park and Hot Waters Boating/Fishing Improvements Project shall require the City of Lorain to pay Coldwater an amount not to exceed \$769,900 as compensation for said professional services.

SECTION III: That the total cost of professional services shall not exceed \$769,900 and shall be funded from an account to be determined by the City of Lorain Auditor.

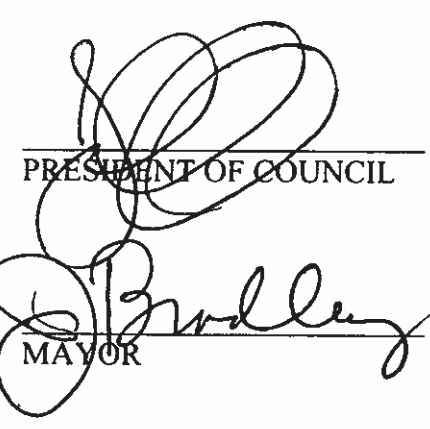
SECTION V: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council and of any of its committees that resulted in such formal actions were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

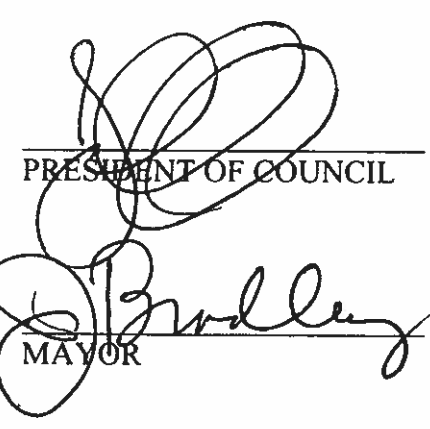
SECTION VI: That this ordinance shall be in force from and after the earliest period allowed by law.

PASSED: November 18, 2024

ATTEST: Breanna Dell, CLERK

APPROVED: November 18, 2024


PRESIDENT OF COUNCIL


MAYOR



CITY OF LORAIN

City Council Regular Meeting

12. a.

Meeting Date: 10/20/2025

Submitted by: Linda OConnor

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE:

AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF SAFETY/SERVICE TO ENTER INTO A CONTRACT WITH THE SUPERLATIVE GROUP, INC. TO SOLICIT AND NEGOTIATE NAMING RIGHTS FOR P.C. CAMPANA PARK AND THE DIFFERENT FACILITIES WITHIN THE PARK.

PURPOSE AND BACKGROUND:

The City of Lorain has the opportunity to benefit financially through the naming rights to PC Campana Park. The Superlative Group has a successful history of securing substantial sponsorships for facility naming rights for numerous organizations. We expect to benefit from their expertise.

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: 69,500.00

List of Funding Source and/or Account Number: 1010.B200.4160.6300.1500

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

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

The figure above includes \$24,500.00 for Phase I of the agreement.

If Phase II of the agreement is approved by the city, it will include a fee of \$3,750.00 per month, for a period of up to 12 months, or until a sponsorship agreement for naming rights is secured. Total amount of Phase II will not exceed \$45,000.00.

Attachments

Campana Naming Rights ordinance

Campana agreement/Exhibit Ait

Form Review

Inbox	Reviewed By	Date
Garcia	Lori Garcia	08/25/2025 01:59 PM
Carrion	Linda OConnor	08/25/2025 02:45 PM
Linda O'Connor (Originator)	Linda OConnor	08/25/2025 02:48 PM
Garcia	Lori Garcia	08/25/2025 02:49 PM
Carrion	Linda OConnor	08/25/2025 02:57 PM

Linda O'Connor (Originator)
Garcia
Carrion
Mayor Bradley
JKoziura
P. Riley
Form Started By: Linda OConnor
Final Approval Date: 10/07/2025

Linda OConnor
Lori Garcia
Rey Carrion
Jack Bradley
Joseph Koziura
Michele Beko

08/25/2025 03:01 PM
08/25/2025 03:02 PM
08/26/2025 05:54 PM
08/26/2025 07:15 PM
08/26/2025 07:18 PM
08/28/2025 09:02 AM
Started On: 08/01/2025 12:38 PM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND DIRECTING THE DIRECTOR OF SAFETY/SERVICE TO ENTER INTO A CONTRACT WITH THE SUPERLATIVE GROUP, INC. TO SOLICIT AND NEGOTIATE NAMING RIGHTS FOR P.C. CAMPANA PARK AND THE DIFFERENT FACILITIES WITHIN THE PARK.

WHEREAS, City of Lorain wishes to offer the opportunity for a business entity to benefit from a valuable advertising opportunity through the sponsorship naming rights of P.C. Campana Park, including all fields and facilities within the park, in order to enhance the monetary resources necessary to maintain the facility following the completion of major renovations, for the continued benefit of the residents of the City of Lorain; and

WHEREAS, City of Lorain would like to engage the services of the Superlative Group, Inc. attached as exhibit "A"; and

WHEREAS,
the agreement is broken down into 3 phases, with costs of all phases to be paid out of account 1010.B200.4160.6300.1500 Campana Park Contractual Services; and

WHEREAS, Phase 1, Asset Valuation Services, will have a fee of Twenty-Four Thousand Five Hundred Dollars (\$24,500.00), to be paid when the agreement is executed; and

WHEREAS, Phase II, if approved by the city to proceed, shall include a fee of Three Thousand Seven Hundred Fifty Dollars (\$3,750.00) per month, not to exceed 12 months in duration; and

WHEREAS, Phase III, upon execution of a sponsorship agreement for the naming rights, shall include a commission fee of seventeen and one-half percent (17.5%) of the total sponsorship amount, payable annually upon the City's receipt of the sponsorship payment.

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

SECTION I. The Director of Safety/Service is hereby authorized and directed to enter into a Professional Service agreement with Superlative Group,

Inc. to obtain a sponsorship agreement at P.C. Campana Park, for a total cost not to exceed \$69,500.00 and 17.5% commission on the profit of the final sponsorship agreement.

SECTION II.

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

SECTION IV.

That this ordinance is hereby declared to be an emergency, the nature of which is the immediate need to start Phase I so that we can secure a sponsorship prior to the 2026 season at the park. 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: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

APPROVED: _____, 2025

MAYOR

The Superlative Group, Inc.

2843 Franklin Blvd.

Cleveland, OH 44113

Professional Services Agreement

This agreement ("Agreement") is entered into on the last date of signature as set forth on the signature page below ("Effective Date") and sets forth the terms and conditions between The Superlative Group, Inc. ("Superlative"), an Ohio corporation located at 2843 Franklin Blvd. Cleveland, Ohio 44113 and the City of Lorain, Ohio (the "Client"), an Ohio municipality located at 200 W. Erie Ave. Lorain, Ohio 44052, with respect to naming rights and sponsorship valuation and sales services to be provided by Superlative in connection with the marketable opportunities associated with Campana Park and its marketable assets, including, but not limited to, The Pipe Yard baseball stadium and the stadium's marketable assets (the "Assets"). Throughout this Agreement, Superlative and the Client shall be referred to individually as a "Party" and collectively as the "Parties." For purposes of this Agreement, reference to Client shall also include its affiliate entities that will be entering into Sponsorship Agreements (defined in Section 2) pursuant to this Agreement. The Parties have agreed as follows:

Definitions. As used in this Agreement, the following terms have the following meanings:

"Agreement" has the meaning set forth in the Preamble.

"Assets" has the meaning set forth in the Preamble.

"Party" has the meaning set forth in the Preamble.

"Parties" has the meaning set forth in the Preamble.

"Phase I Term" has the meaning set forth in Section 4.

"Phase II Term" the meaning set forth in Section 4.

"Professional Services Fee" has the meaning set forth in Section 5.1(a).

"Retainer" has the meaning set forth in Section 5.1(b)(i).

"Services" has the meaning set forth in Section 1.

"Sponsor" has the meaning set forth in Section 2.

"Sponsorship Agreement" has the meaning set forth in Section 2.

“**Sponsorship Income**” has the meaning set forth in Section 7.1.

“**Term**” has the meaning set forth in Section 4.

“**Termination Period**” has the meaning set forth in Section 4.

“**Valuation Report**” has the meaning set forth in Section 6.

1. Services: During the Term (defined in Section 4), the Client hereby retains Superlative to serve as the exclusive sponsorship and naming rights representative of the Client with respect to the valuation and sale of sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, advertising, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets (“Services”). The scope of Services is further described in Exhibit A, which is attached to and incorporated as part of this Agreement by reference. Superlative agrees to use its diligent efforts, consistent with its own business judgment, in carrying out its obligations under this Agreement.
2. Sponsor/Sponsorship Agreement: Each entity secured by Superlative that subsequently enters into a “Sponsorship Agreement” (defined below) with the Client shall be referred to as a “Sponsor.” If any entity, including any charitable corporate foundation related to any Sponsor, elects to make a contribution in support of the Assets, then subject to the terms of the applicable Sponsorship Agreement, such entity making the contribution shall also be deemed a Sponsor and the contribution shall be deemed Sponsorship Income. Those contracts or agreements, including renewals, extensions and modifications thereof, by which any entity enters to receive sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, advertising, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets are herein referred to as “Sponsorship Agreements.”
3. Authority to Bind: Superlative agrees that Superlative shall not have any right to bind or commit the Client in any way. Any arrangement or understanding binding the Client, or by which any Sponsor obtains any rights or benefits in connection with the Assets and the Client, shall be set forth in a written agreement approved by the Client and executed by the Client and the Sponsor involved. The Client shall provide Superlative with a copy of any and all Sponsorship Agreements and any modifications or renewals thereof effected at any time.
4. Term: The “Phase I Term” of this Agreement shall commence on the Effective Date and shall expire, unless extended or sooner terminated, upon Superlative’s delivery of the final draft of the Valuation Report (defined in Section 6). Beginning immediately upon Superlative’s delivery of the final draft of the Valuation Report, the Client shall have thirty (30) days (the “Termination Period”) during which it may elect to terminate this Agreement and not proceed with Phase II Services. In the event the Client elects to terminate this Agreement during the Termination Period, it shall do so by delivering written notice to Superlative. The “Phase II Term” shall commence immediately upon the earlier of: (i) the expiration of the Termination Period; or (ii) the date on which the Client provides Superlative with a written notice to proceed to Phase II Services, and shall continue, unless extended or sooner terminated, for twelve (12) months. The Parties further agree, however, that the Parties shall have the right through written, mutual agreement, no later than sixty (60) days before the expiration of the Phase II Term, to renew and

extend the Phase II Term hereof for successive twelve (12) month periods. Individually or jointly, the Phase I Term, the Termination Period, and the Phase II Term shall be referred to herein as the "Term."

5. Consideration:

5.1. As consideration to Superlative for the Services of Superlative as described herein, the Client agrees to pay to Superlative as follows:

(a) Phase I Asset Valuation Services: a professional services fee in the amount of Twenty-Four Thousand Five Hundred Dollars (\$24,500) ("Professional Services Fee"). The Professional Services Fee shall be paid in one installment upon execution of this Agreement.; and

(b) Phase II Naming Rights and Sponsorship Sales Services

(i) Three Thousand Seven Hundred Fifty Dollars (\$3,750) per month for the Phase II Term ("Retainer") to be payable within the first fifteen (15) days of each month immediately following the commencement of the Phase II Term;

(ii) Seventeen and One-Half Percent (17.5%) commission on Sponsorship Income for the original term of each Sponsorship Agreement; and

(iii) Fifteen Percent (15.0%) commission on Sponsorship Income for each renewal or extension term of a Sponsorship Agreement, as contemplated in Section 7.1(c).

5.2. In addition to the consideration set forth in Section 5.1, Client shall reimburse Superlative for all pre-approved travel and expenses at cost for an amount not to exceed three thousand dollars and 00/100 (\$3,000.00).

5.3. If Superlative assists the Client in securing a Sponsorship Agreement with an entity that Superlative did not solicit, Superlative shall be entitled to the commission set forth in Section 5.1 on Sponsorship Income for such Sponsorship Agreement.

5.4. Any and all consideration, as stated in this Section 5, owed to Superlative pursuant to this Agreement that is derived from Sponsorship Income, and Client's obligation to pay such consideration, shall survive the termination or expiration of this Agreement. Client's obligation to pay any Professional Services Fee and Retainer payments shall also survive the termination or expiration of this Agreement, in the event that such payments have not been paid upon the termination or expiration of this Agreement.

6. Completion of Phase I/Valuation and Initiation of Phase II/Sales Services: Superlative shall use commercially reasonable efforts to deliver the first draft of the valuation report in relation to the Assets (the "Valuation Report") to the Client within three (3) months of the Effective Date, unless otherwise agreed to by the Parties. The delivery of any draft of the Valuation Report shall not be unreasonably conditioned or delayed by Client. In the event that the Client unreasonably

conditions or delays the delivery of the first draft of the Valuation Report, the delivery period, as set forth in this Section 6, shall be extended for the period of time in which the first draft was conditioned or delayed by the Client. Superlative shall initiate the Phase II sales services upon commencement of the Phase II Term.

7. Sponsorship Income:

7.1. As used herein, "Sponsorship Income" means all amounts paid or payable by or on behalf of any entity as consideration for the right to receive any sponsorship, naming rights, presenting sponsor, official sponsor, category partnership, pouring rights, advertising, or any other rights, benefits, or recognition, in whole or in part, in connection with the Assets, regardless of whether such amounts are paid during the Term hereof or during any period following the last day of the Term, pursuant to:

- (a) Any Sponsorship Agreement which is executed with a Sponsor during the Term of this Agreement;
- (b) Any Sponsorship Agreement which is executed within twelve (12) months following the expiration or termination of the Term hereof with any entity that was previously solicited by Superlative to become a Sponsor and with which Superlative had conducted good-faith discussions concerning the possibility of such entity becoming a Sponsor; and
- (c) Any renewal, extension or modification of any such contract or agreement described in sections 5.3, 7.1(a), and 7.1(b), so long as, as it applies to renewals and extensions, such renewal or extension is contemplated in the original Sponsorship Agreement executed by the Client and the Sponsor, or if the renewal or extension is not contemplated in the original Sponsorship Agreement, so long as Superlative assists Client in the negotiation of the renewal or extension of the Sponsorship Agreement.

7.2. For the avoidance of doubt, Sponsorship Income shall include all amounts paid pursuant to Section 5.3.

7.3. If any entity set forth in Section 7 shall provide the Client with any "in-kind" consideration (for example, products, services, advertising commitments, etc.), then such in-kind consideration shall be considered "Sponsorship Income" and shall be commissionable to Superlative at the rate described in Section 5 above. In-kind consideration shall be valued at the valuation set forth in the relevant Sponsorship Agreement, or if there is no such valuation, it shall be valued at an amount to be mutually agreed upon by the Parties.

8. Collection of Sponsorship Income: The Client shall be solely responsible for and shall directly collect all Sponsorship Income. Client will remit any commission owed on Sponsorship Income to Superlative within thirty (30) days of receipt of Sponsorship Income. Any payments shall be made by check payable to "The Superlative Group, Inc." at the address set forth herein. At the time of payment to Superlative, the Client shall supply Superlative with a statement showing the identity of the entity that made payment, the amount paid, the date of receipt, and the calculation of commission payable to Superlative.

9. Exclusivity: Superlative shall serve as the exclusive agent of the Client to provide the Services during the Term of this Agreement.
10. Progress Meetings: Representatives of Superlative will make themselves available to meet with senior Client executives on a periodic basis to assess the progress of the Services, and at such time Superlative will provide the Client with Superlative's opinions and recommendations for obtaining a successful outcome for the naming rights and sponsorship sales.
11. Record Keeping: Each Party agrees that it will keep accurate and complete records and books of accounts showing all income it receives relating to this Agreement. Each Party or its representatives shall have the right at all reasonable times (prior to the expiration of two (2) years after the end of the Term) to inspect and make copies of the books and records of the other Party so far as such books and records shall relate to the computation of amounts to be paid to Superlative and the Client hereunder.
12. Partnership/Joint Venture: This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the Client and Superlative. Neither Party shall have any right to obligate or bind the other Party in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third person.
13. Ownership of Proprietary Information: This Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any proprietary information from Superlative to the Client. Superlative shall retain the ownership rights to all proprietary information that it owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, trade secrets, technology, formulas, calculations, algorithms, or information pertaining to business operations and strategies, and information pertaining to customers and pricing.
14. Intellectual Property Rights: This Agreement does not constitute and shall not be construed as constituting the transfer or assignment of any intellectual property between the Parties, unless set forth otherwise in this Agreement. The Parties shall retain ownership right, title, and interest to all intellectual property that they owned (in whole or in part) prior to entering into this Agreement, including, but not limited to, copyrights, patents, trademarks, and service marks.
15. Intentionally Omitted.
16. Superlative Indemnification: Superlative shall defend, indemnify, save and hold harmless the Client, its affiliates, their respective officers, directors, employees, shareholders, representatives, contractors and agents, and any of them, from and against any and all expenses, damages, claims, suits, actions, judgments, liabilities and costs whatsoever (including attorneys' fees and expenses of attorneys retained by Superlative) ("Claims") arising out of, or in any way connected with, (a) the negligent act or omission or willful misconduct of Superlative, its employees, agents, representatives and contractors relating to this Agreement, (b) the negligent or unlawful use of the Assets by, or activities of, Superlative, its employees, agents, representatives, or contractors, related to or connected with Superlative, or (c) breach by Superlative of any representation or warranty of Superlative herein set forth. In the event that Claims arise from the concurrent negligence of Superlative and Client, the duty to indemnify shall be limited to the extent of the negligence of

Superlative, its employees, agents, representatives and contractors. Notwithstanding the foregoing, this Section 16 shall not apply to any claims, suits, actions, judgments, liabilities, and any costs, expenses, and damages resulting therefrom, between the Parties. Furthermore, this Section 16 shall survive the termination or expiration of this Agreement.

17. Force Majeure: If either Party is delayed, prevented, prohibited, or materially impaired from performing any of its obligations under this Agreement (other than a payment obligation hereunder) as a result of a force majeure event, including, but not limited to, acts of God, adverse weather conditions, natural catastrophe, labor disputes, strikes, war, insurrection, terrorist action, government restrictions, civil commotion, riots, fire, flood, pandemics, epidemics, public health crisis or emergency, or other cause beyond the Parties' reasonable control, then such Party's failure to perform such obligation shall not constitute a breach of this Agreement and such Party shall be excused from performance of such obligation for a period of time equal to the period during which the force majeure event delays, prevents, prohibits, or materially impairs such performance. Notwithstanding the foregoing, a force majeure event does not include any changes in general economic conditions such as inflation, interest rates, economic downturn or other factors of general application; or an occurrence that merely makes performance more difficult or expensive.

18. Damages: Except in regards to Section 16 of this Agreement, under no circumstance shall Superlative or the Client be liable to the other Party or any other person or entity for special, incidental, consequential or indirect damages, loss of good will, or exemplary or punitive damages at an amount that exceeds Superlative's maximum insurance policy limits. In addition, and without prejudice to the foregoing, Superlative's total liability to the Client shall not exceed Superlative's maximum insurance policy limits.

19. Transfer/Assignment: Neither Party shall assign or otherwise transfer this Agreement, nor any rights or obligations hereunder, except upon receipt of the prior express written approval of the other Party hereto.

20. Governing Law: This Agreement shall be governed and construed according to the laws of the State of Ohio without regard to conflict of laws. The Parties agree that the exclusive venue to bring forth a cause of action arising out of or relating to this Agreement is a court of competent jurisdiction of Lorain County, Ohio.

21. Construction: Superlative and the Client hereby acknowledge that both Parties participated equally in the negotiation of this Agreement and that, accordingly, in interpreting this Agreement, no weight shall be placed upon which Party hereto or its counsel drafted the provision being interpreted.

22. Severability: The provisions of this Agreement are divisible. If any such provision shall be deemed invalid or unenforceable, such provision shall be limited to the extent necessary to render it valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect, without being impaired or invalidated in any way.

23. Survival: Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, this Section 23 and the following provisions: Section 5.4, Section 8, Section 11, Section

13, Section 14, Section 16, Section 18, Section 20, Section 21, Section 22, Section 24, Section 25, Section 26, and Section 28.

24. Non-Binding Mediation: In the event a dispute between the Parties for obligations under this Agreement arises, the authorized representatives from each Party shall meet to attempt to resolve the dispute. If the Parties are unable to resolve the dispute through the above meeting, 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 authorized representatives of each Party. 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. 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 herein.

25. Waiver: No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof or any other right, remedy, power, or privilege. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

26. Entire Agreement: This Agreement, including all exhibits, schedules, and any documents or instruments incorporated herein by reference constitutes the sole and entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, between the Parties with respect to the subject matter hereof.

27. Amendment: This Agreement may be amended from time to time only upon a written agreement between the Parties.

28. Counterparts. This Agreement may be executed in two (2) or more counterparts (including, without limitation, by means of an electronic or facsimile signature), each of which shall be deemed an original, but all of which, when together constitute one and the same instrument.

29. Representations and Warranties. Each Party represents and warrants that it has the right to enter into and perform this Agreement in accordance with its terms and to grant to the other Party all of the rights granted in this Agreement.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

The Client and Superlative have executed and delivered this Agreement effective as of the last date of signature as set forth below.

The Superlative Group, Inc.

City of Lorain, Ohio

By 
Date: 7-21-25

Kyle Canter

Chief Operating Officer

2843 Franklin Blvd.

Cleveland, OH 44113

By _____

Date: _____

Name: _____

Title: _____

200 W. Erie Ave.

Lorain, OH 44052

EXHIBIT A
SCOPE OF SERVICES

PHASE 1

ASSET INVENTORY & VALUATION

During Phase I, our team of Valuation specialists identify and value all of the assets that Campana Park and specifically, Pipe Yard Baseball Field has available to generate revenue. Our Valuation process includes the following key components:



QUANTITATIVE ANALYSIS

Quantitative Benefits reflect the ability to effectively measure the return on investment that your organization can expect to receive.



QUALITATIVE ANALYSIS

Qualitative Benefits, or intangible benefits, enhance the value of naming rights and sponsorships and typically fall outside traditional media platforms making them difficult to quantify.



CONTRACT & POLICY ANALYSIS

As part of its analysis, we conduct a thorough contract review prior to completing every Phase I report. The goal of this process is to establish a list of any limitations, processes or existing policies that affect a contract.



INDUSTRY BENCHMARKING

The goal of this process is to identify not only the fair market value of each naming rights and sponsorship opportunity, but also the minimum (floor) and maximum (ceiling) revenue garnered in the marketplace by similar organizations.

“ We
focus on
maximizing
revenue
generation
for our
clients
while over-
delivering
value.”

PHASE 1

QUANTITATIVE ANALYSIS

Quantitative Benefits reflect the ability to effectively measure the return on investment that the City's partners can expect to receive. These include the direct, or tangible, benefits available to the partner. Quantitative Benefits typically form a significant portion of fair market value because each item is quantifiable and guaranteed to the partner.

The first step in identifying quantitative value is by studying real-world media value in the marketplace. This involves understanding the total number of possible impressions available through each asset that reaches the target audience. We identify television, signage, print, digital and social media exposure and then scale impressions for each asset from "valued impressions" to "waste impressions," adjusting the media value accordingly. Standard discount rates range between 10 and 75 percent depending on the type and quality of exposure.

Quality of exposure is determined by:

- How prevalent the partner's ID (Name) is through the exposure period; and
- The impact of its placement with its intended audience.

Our specialists then use pre-impression, or rate-card, values to assign a price or value to each benefit identified. CPMs used for this purpose are culled from local, regional and national advertising rates depending on the scope of the opportunity. Typical CPMs can range from \$2.50 for online exposure to \$15 for large format out-of-home digital signage. They also represent the most accurate metric by which to determine exposure value for any particular Naming Rights or sponsorship asset.

Our quantitative analysis also includes an assessment of the value of engaging the target audience and the quality of exposure received. Understanding the value of each impression with respect to a specific demographic or target audience is an important component. For example, a target student demographic of 18- to 21-year-old females may be considered

a "premium audience" by one partner, while another may be trying to reach 35- to 54-year-old males. Our valuation is adjusted accordingly for each opportunity and asset.

The final aspect of our quantitative assessment is identifying the costs of engaging the target audience and achieving high-quality exposure. This includes an assessment of the cost of delivery (to the partner) and may include direct costs (installing a hard sign), overhead costs (maintaining a media platform) or development costs.



QUANTITATIVE BENEFITS ARE SEPARATED INTO SEVERAL CATEGORIES INCLUDING:

- Property Media Buys
- Signage Benefits
- Print Marketing Collateral
- Social and Digital Media Exposure
- Display Opportunities

PHASE 1

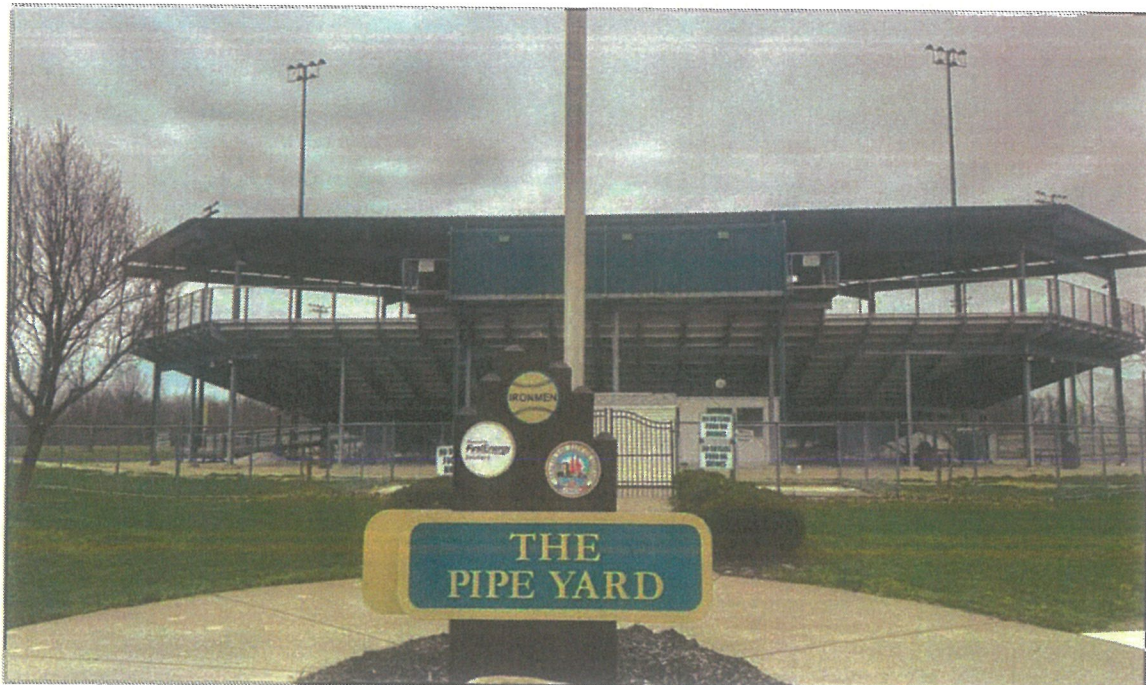
QUALITATIVE ANALYSIS

Qualitative Benefits, or intangible benefits, enhance the value of Naming Rights and sponsorships and typically fall outside traditional media platforms making them difficult to quantify. Superlative classifies Qualitative Benefits into five distinct categories based on its extensive experience selling, negotiating and auditing Naming Rights and corporate sponsorships:

Functionally, Qualitative Benefits represent the premium value Naming Rights and sponsorships demand over alternative marketing investments. By simplifying intangible benefits into the above five categories, Superlative is able to effectively justify premium Naming Rights and sponsorship value by focusing on the qualitative aspects of an opportunity that align with the objectives of a corporate marketer.

QUALITATIVE BENEFITS ARE SEPARATED INTO SEVERAL CATEGORIES INCLUDING:

- Prestige of Property
 - Value of Audience
 - Opportunity to Activate
 - Partner Protection
 - Geographic Reach
-



PHASE I

CONTRACT & POLICY ANALYSIS

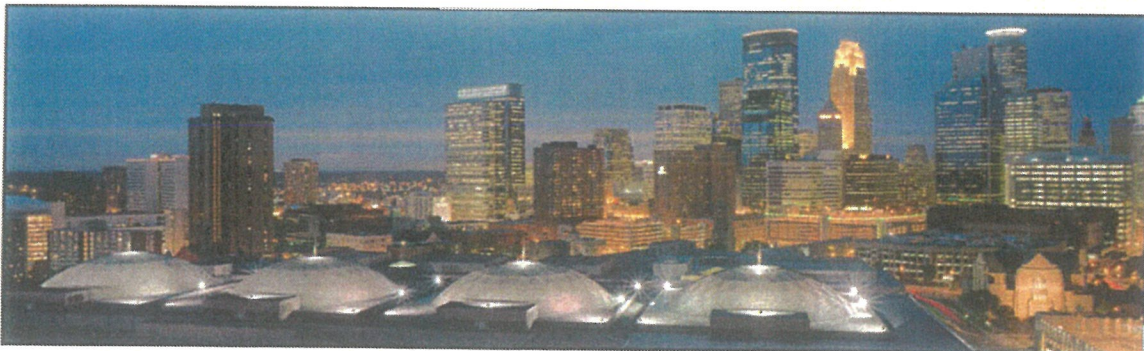
As part of its analysis, Superlative conducts a thorough contract review prior to completing every Phase I report. The goal of this process is to establish a list of any limitations, processes or existing policies that affect a contract. Then Superlative develops a strategy to minimize the effects of those limitations and maximize all of the identified opportunities through a logical priority assessment.

Not only are prices, fulfillment obligations and relative value for each party reviewed, but also values against similar contracts with other entities. The value of Naming Rights and sponsorships to the City will be inhibited by any pre-existing contracts relating to Naming Rights and corporate sponsorships. A thorough understanding of the City's existing advertising contracts will assess the impact that existing agreements place on new Naming Rights and sponsorship agreements.

The project team spends time early in the project reviewing all relevant statutes, signage regulations and rules to ensure that the City marketing opportunities, within context of established guidelines, are understood. Superlative remains in close contact with the City's legal and executive teams to ensure that the asset database is being developed in a manner that is consistent with the City's existing policy regarding assets for marketing purposes.

INDUSTRY BENCHMARKING

Superlative maintains an extensive database of Naming Rights and sponsorship agreements that is continuously updated and includes, but is not limited to, Naming Rights and sponsorship contracts from zoos, stadia, arenas, park districts, transit agencies, bike share programs, convention centers, theaters, municipalities, universities and nonprofit organizations. Once our Valuation specialists have developed the asset database and determined the Naming Rights and corporate sponsorship value for each opportunity and asset, a list of similar sponsorship contracts, including their terms, associated fees and other pertinent details, is compiled for each asset. The goal of this process is to identify not only the fair market value of each Naming Rights and sponsorship opportunity, but also the minimum (floor) and maximum (ceiling) revenue garnered in the marketplace by similar organizations. Each Naming Rights and sponsorship asset is presented in this manner in our final Phase I report.



PROJECT TIMELINE

Superlative understands that every client situation is unique, and our sales and marketing process allows for flexibility and customization depending on the City's specific needs. For our engagement, Superlative will complete the following steps:

PHASE 1 VALUATION

3-4 months, immediately following contract execution

MONTH	01	02	03	04
KICKOFF MEETING & SITE VISITS				
GATHERING OF PRELIMINARY INFORMATION				
RECEIPT AND REVIEW OF INITIAL INFORMATION				
DEVELOPMENT OF ASSET DATABASE				
QUALITATIVE ASSESSMENT OF NAMING RIGHTS & SPONSORSHIP ASSET VALUE				
CONTRACT REVIEW				
EXECUTIVE REVIEW				
DELIVERY OF DRAFT PHASE I REPORT				

PHASE 1 VALUATION

WEEKS 1 - 4

KICKOFF MEETING AND SITE VISITS

Site visits are undertaken as soon as possible to view the assets being valued and kick-start the asset research process. Our valuation team will compile a digital inventory of images and renderings that will be referenced during the valuation process and used in development of promotional materials for the sales implementation process.

Concurrent with our site visit, Superlative requests a kickoff meeting at the City's offices to introduce our team in person, identify project leads and go over timelines and responsibilities.

GATHERING OF PRELIMINARY INFORMATION

Upon appointment as sales agents on any new engagement, The Superlative Group carries out initial research to review relevant documentation such as strategic plans, design briefs and project renderings to gain an in-depth knowledge of the project and make an accelerated start on our asset identification process.

Upon completion of our site visit, Superlative will send the City staff a detailed Information Request that identifies the key pieces of information that we would like to review as part of our valuation process and present our initial thoughts on the structure of the final report. We will schedule a follow-up call to answer any questions pertaining to our request to facilitate and expedite the information gathering process.

WEEKS 5 - 8

RECEIPT AND REVIEW OF INITIAL INFORMATION

Superlative allows 2-3 weeks for receipt of the bulk of information requested of the City, although this process will likely continue until the report is finalized, and potentially, throughout the strategic sales process as Superlative obtains interest from potential partners. In most cases, Superlative secures most of what it needs to begin building the City's asset database by Week 6.

DEVELOPMENT OF ASSET DATABASE

Concurrently, Superlative's valuation specialists begin compiling the City's assets and determining their quantitative value based on local, regional and national media rates.

QUALITATIVE ASSESSMENT OF NAMING RIGHTS & SPONSORSHIP ASSET VALUE

Our valuation team conducts original research to ascertain the intangible value of the City's Naming Rights and sponsorship opportunities when compared to other, similar properties, using annual reports, press releases and other relevant information provided by the City as well as Superlative's proprietary database of Naming Rights and sponsorship contracts.



PHASE 1 VALUATION

WEEKS 9 – 12

CONTRACT REVIEW

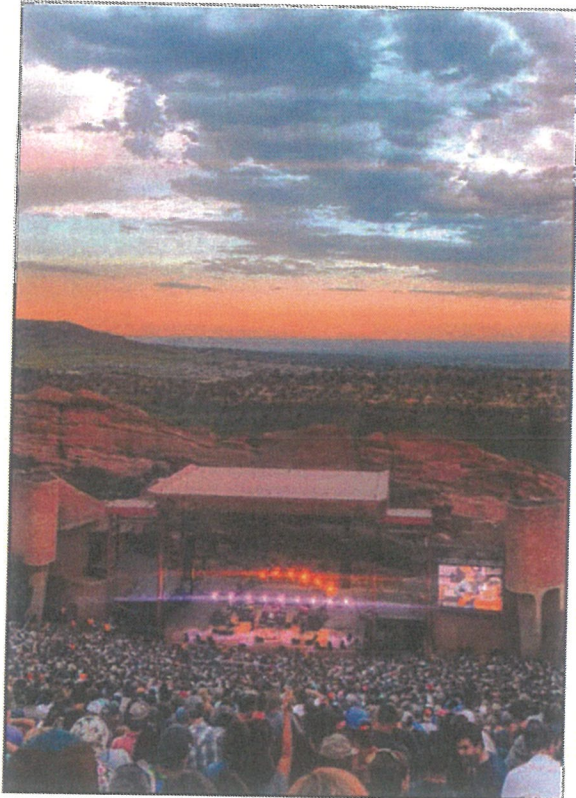
Once Superlative has determined the Naming Rights and sponsorship value for the City's assets, packages are compared to the City's existing Naming Rights and sponsorship agreements. A database of potential challenges and limitations that could potentially impact revenue generation is created, from both external (e.g., signage restrictions) and internal (e.g., category restrictions like tobacco or alcohol) processes.

EXECUTIVE REVIEW

Superlative conducts an extensive internal review process where senior leadership has an opportunity to weigh in on potential contract value and overall program revenue potential, lending insight critical insight to the project and ensuring that all potential revenue is accounted for.

DELIVERY OF DRAFT PHASE I REPORT

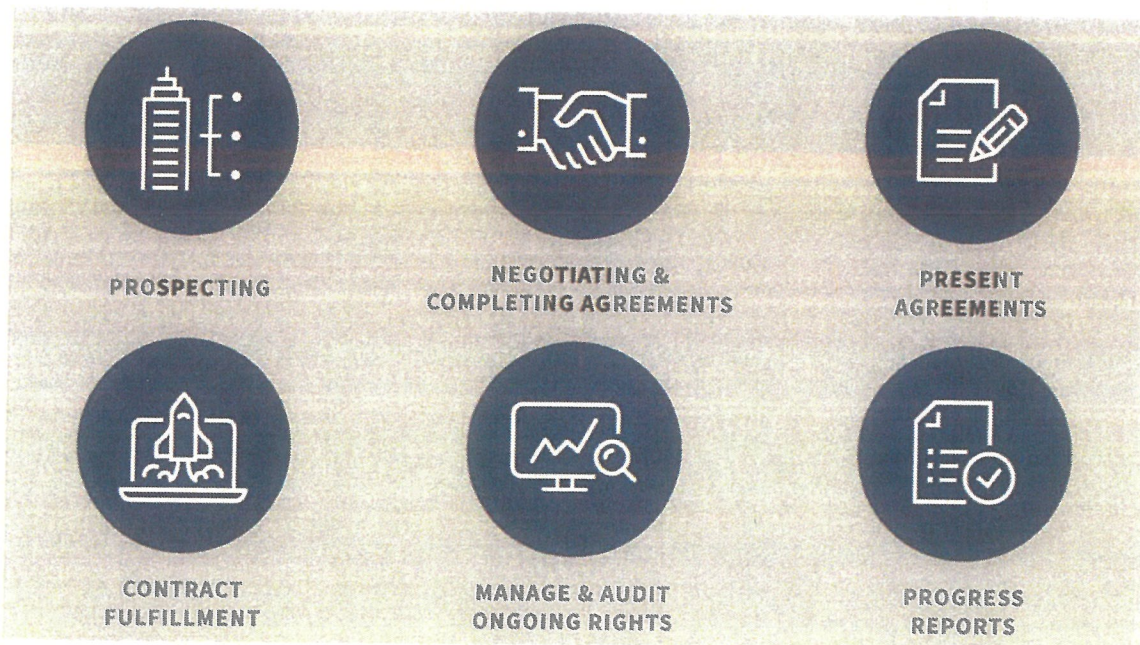
Superlative allows 1-2 weeks for review by the City staff, followed by a conference call with Superlative's valuation experts to walk through our findings together. Subsequently, any feedback is incorporated and the document is finalized.



PHASE 2

STRATEGIC SALES CAMPAIGN DEVELOPMENT

Superlative's main priority is to generate maximum revenue for our clients. Upon completion of Phase I, Superlative recommends immediately moving forward with a strategic sales campaign, beginning with the client's most valuable opportunities. Prioritizing assets in this manner ensures optimum revenue generation by taking the largest asks to market first. To ensure that coverage is comprehensive, Superlative uses a systematic approach to contact marketing partners



PHASE 2

PROSPECTING

- Collaborate closely with the City's leadership and development teams on recommendations they may have;
- Exhaust Superlative's contact database of thousands of corporate contacts, which is continually updated;
- Identify and research prospective corporations through various subscribed databases to match the marketing needs of corporations with the logical and most valuable marketing assets of the City;
- Promote sales campaign with a description of the City initiatives through a myriad of resources;
- Create presentation material that will provide specific information for potential investments and/or partnerships with the City as part of the Naming Rights or sponsorship program, including:
 - Market/Demographic data;
 - Measured media value;
 - Value justification for unmeasured media;
 - Sponsorship benefits and options;
 - Options for renewal; and
 - Financial investment.



NEGOTIATING & COMPLETING AGREEMENTS

Superlative will assist in any way that is comfortable for the City. Superlative's executives can be the upfront negotiator or advise the City stakeholders, depending on your desire and needs.

PHASE 2

PRESENT AGREEMENTS

Superlative is well versed in the appropriate procedures for announcements to local and national media outlets. Superlative will work with the City to accurately present a negotiated Naming Rights and sponsorships to the appropriate executives and media. It is important that Naming Rights and sponsorships be communicated accurately, both financially and politically, while being cognizant of objections and concerns.

CONTRACT FULFILLMENT

Superlative will work with the City to develop a system that accurately tracks the status of newly developed Naming Rights and corporate sponsorships. Our experience shows that contract fulfillment requires participation from development, legal and accounting functions to ensure high-quality partner relationships.



MANAGE & AUDIT ONGOING RIGHTS

Superlative establishes post-contract review mechanisms to ensure that all benefits owed to the City are captured and that the organization is meeting its obligations under these contracts. Superlative is a strong advocate of audits, especially when payments are performance based.

PHASE 2

ACTIVATION & AUDIT

After delivery of a campaign agreement, the project team will assist the City in the activation and compliance of each aspect of that agreement. Specifically, Superlative will:

- Finalize agreement terms and conditions;
- Assist the City with the first year of activation of each Naming Rights and/or sponsorship;
- Assist in the development of payment schedules and compliance issues; and
- Provide other services as requested by the City.

PROGRESS REPORTS

Superlative understands that effective communication with the client is a critical part of successful project delivery. As part of our standard reporting procedure, we use template reports to provide sales updates:

- Following all meetings with target companies regarding any Naming Rights, corporate sponsorship or revenue-potential opportunity;
- On a monthly basis, to provide the City an update on activity during the period. We discuss these periodic sales update reports on a scheduled conference call.

Reports are prepared in a template and serve as a record of discussion during sales meetings and log the following project details. Generally, our progress reports include the following information:

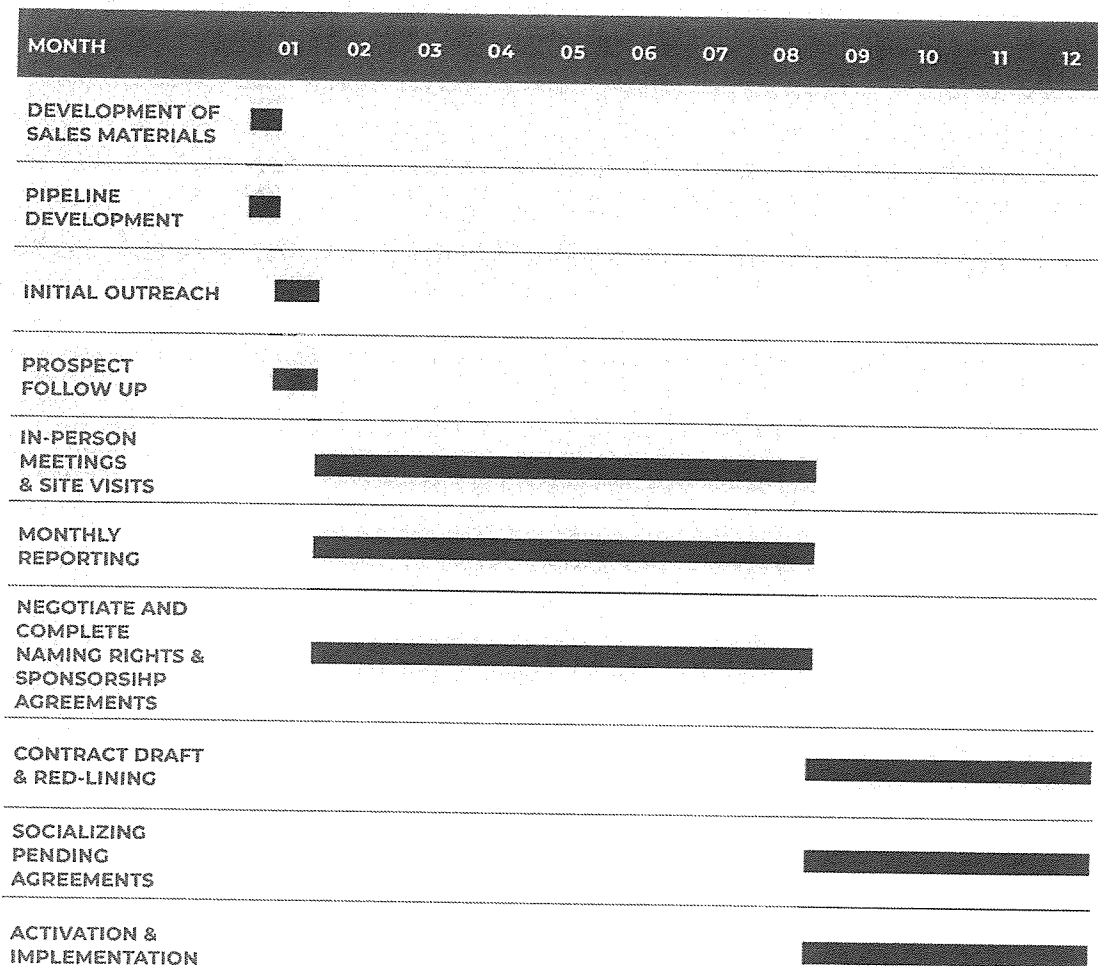
- Project timescales and sale priorities
- Status of progress of deliverables in Scope of Services
- Status of all activities, events and efforts
- Summary of meetings and presentations
- Summary of activity regarding market interest and feedback
- Summary of communications with potential partners
- Any deviations from project deliverables or schedule
- Plan of activities for next 30 days

The Superlative Group will agree to the format with the City's project team as part of our project initiation process.

PROJECT TIMELINE

PHASE 2 SALES

12 months, recommended minimum



PHASE 2 SALES

WEEKS 1 – 2

DEVELOPMENT OF SALES MATERIALS

Superlative's design team will begin developing presentations, one-sheets and other sales materials using information obtained through the Phase I Valuation process, including audience demographics, proposed sponsorship value and images obtained through site visits and the City.

PIPELINE DEVELOPMENT

Superlative's sales executives will work with the City personnel to develop a database of sponsor contacts, to be reviewed and agreed upon by the City staff prior to Superlative making its first call.

WEEKS 3 – 4

INITIAL OUTREACH

Superlative begins every new sales campaign with letters addressed to the C-Suite of prospect organizations. These letters are customized based on the prospect and contain hand-written notes. A general formatted letter is provided to the client ahead of time to allow for approval of the content of the outreach. The purpose of these letters is to introduce our firm as the exclusive sales agent representing the opportunity, provide an overview of the partnership goals and request an initial meeting.

PROSPECT FOLLOW UP

After initial outreach letters are delivered, Superlative will follow up via phone and email. Throughout this process, we work to secure initial calls and meetings with interested parties. Important to note, the initial outreach and follow up is always directed to the highest-ranking officials in an organization so that these transformative partnerships are properly vetted.

MONTHS 2 – 8

IN-PERSON MEETINGS AND SITE VISITS

Superlative believes that the best and only way to ultimately build long-lasting, sustainable corporate partnerships is to develop relationships and trust with prospective partners. In order to accomplish this, our Sales Executives frequently travel to market to meet with entities in-person and, when beneficial, conduct site visits. Additionally, at the right point in the process, we invite our clients to take part in these meetings; again, always with the goal to develop relationships and build commonalities for future partnerships.

MONTHLY REPORTING

Superlative's sales executives will coordinate a regular conference call with the City leadership to provide regular updates on progress made to date. Additional calls may be requested on an ad hoc basis as sponsor interest and pitch meetings are secured. Superlative will provide an updated sales report the City's review prior to the call.

NEGOTIATE AND COMPLETE SPONSORSHIP AGREEMENTS

As noted above, Superlative's valuation process determines not only the fair market value of each opportunity, but also the range of contract value obtained by similar organizations from corporate sponsors. With the City's approval, Superlative will open negotiations at the ceiling of this range, or higher, and secure partnerships within the parameters of contract value provided, beginning with the City's most valuable assets first.



PHASE 2 SALES

MONTHS 9 – 12

CONTRACT DRAFT AND RED-LINING

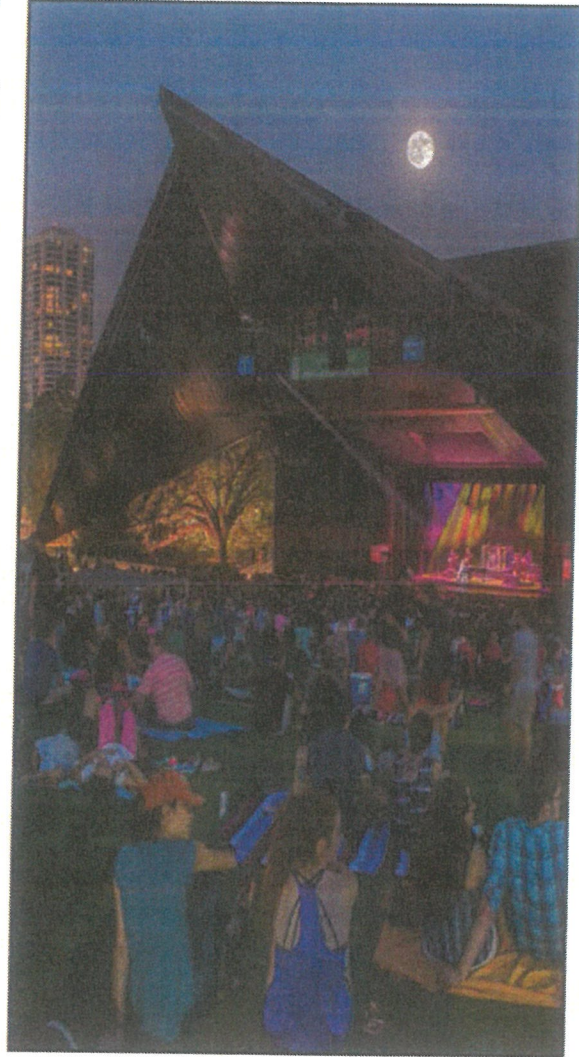
Superlative employs in-house counsel to assist in the drafting and editing of all sponsorship agreements. With a deep portfolio of benchmark agreements, we are able to draw on decades of experience in drafting sponsorship agreements that always seek to represent the best interest of our clients. As contract negotiations move forward, we are available to play an active or consultative role in the drafting or review of any pending agreement.

SOCIALIZING PENDING AGREEMENTS

Superlative understands the unique nature of implementing significant, long-term agreements and as a result takes a proactive role in socializing the major elements of the agreements with key stakeholders. Our Sales Executives will prepare briefing materials, conduct meetings, answer questions in order to fully explain the benefits of the partnership. We do this to ensure that pending agreements can be accepted and passed by governing boards, elected leaders or other leadership staff.

ACTIVATION AND IMPLEMENTATION

Upon execution of a contract, we remain invested in the activation process to ensure a seamless implementation of the partnership and that there is a smooth transition in managing the relationship. Ultimately, all of the sponsorship agreements we bring forth are relationships between our client and the new partner; we take an active role to ensure that relationship gets off to a successful start.





CITY OF LORAIN

City Council Regular Meeting

12. b.

Meeting Date: 10/20/2025

Submitted by: Michele Beko, Law Office Admin

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AMENDING CHAPTER 509 OF THE LORAIN CODIFIED ORDINANCES BY CREATING SECTION 509.19 OF THE LORAIN CODIFIED ORDINANCES - "PARENT OR GUARDIAN RESPONSIBILITY FOR MINORS" AND DECLARING AN EMERGENCY

PURPOSE AND BACKGROUND

WITH THE INCREASE IN JUVENILE CRIME THROUGHOUT THE CITY OF LORAIN IT IS NECESSARY TO TAKE ACTION TO HOLD THE PARENTS OR GUARDIANS OF THESE JUVENILES ACCOUNTABLE FOR THE ACTIONS OF UNSUPERVISED JUVENILES

RECOMMENDATION TO COUNCIL:

RECOMMENDATION FOR PASSAGE

Attachments

Ordinance- Amended 10/6/25

Form Review

Inbox

P. Riley
Mayor Bradley
P. Riley

Reviewed By

Michele Beko
Jack Bradley
Michele Beko

Date

08/28/2025 09:21 AM
08/28/2025 10:41 AM
08/28/2025 10:43 AM
Started On: 08/28/2025 09:07 AM

Form Started By: Michele Beko
Final Approval Date: 10/07/2025

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 509 OF
THE LORAIN CODIFIED ORDINANCES BY
CREATING SECTION 509.19 OF THE LORAIN CODIFIED
ORDINANCES —“PARENT OR GUARDIAN RESPONSIBILITY
FOR MINORS” AND DECLARING AN EMERGENCY**

Whereas, there is an increase in juvenile crime being committed throughout the City of Lorain; and

Whereas, it is necessary to take action and hold the parents or guardians of these juveniles accountable for the actions of unsupervised juveniles; and

Whereas, parents and legal guardians have a fundamental role in supervising and guiding the behavior of minors, and it is in the public interest to support and reinforce this responsibility through reasonable local regulations.

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

SECTION I: 509.19 PARENT OR GUARDIAN RESPONSIBILITY FOR MINORS.

(a) As used in this section:

- (1) “Minor” means an individual who is under the age of eighteen (18) years.
 - (2) “Parent” means any natural parent or any adult person over the age of twenty-one (21) or who is responsible for the care, custody, and control of a minor child.
 - (3) “Legal Guardian” means a person, other than a parent, to whom legal custody of the juvenile has been given by court order or who is acting in place of the parent or is responsible for the care and welfare of the juvenile.
 - (4) “Public Place” means any place to which the public has access, including but not limited to a public street, road, throughfare, sidewalk, bridge, plaza, park, recreation or shopping area, public transportation facility, vehicle used for public transportation, parking lot, or any other public building, structure, or area.
 - (5) “Supervision” is the exercise of control over a minor child, knowing the whereabouts of the minor child, knowing with whom he or she associates and in what activities he or she may engage in which could affect or offend the public peace, safety, and morals.
- (b) No parent, legal guardian, or other adult person having the care or custody of a minor child under eighteen (18) years of age, by any act or word, or the failure to act or by the lack of supervision and control over said minor, shall encourage, contribute, toward, cause or tend to cause said child to commit any violation of the Lorain Codified Ordinances, the Ohio Revised Code, or the laws and Ordinances of the City of Lorain.
- (c) No parent, legal guardian, or other adult person having custody or care of any minor child under the age of eighteen (18) shall assist, abet, allow, permit, or encourage said minor to

violate any section of the Lorain Codified Ordinances, the Ohio Revised Code, or the laws and Ordinances of the City of Lorain, Ohio by failing to act or by lack of supervision and control over said child.

- Amended 10/6/25
- (d) The fact that a child under the age of eighteen (18) years is apprehended while on any public ~~property~~ place during hours of curfew shall be prima facie evidence of a violation of this section on the part of the parents, legal guardian, or other person having custody or care of said minor.
- (e) Any person who violates any provision of this chapter shall be guilty of a misdemeanor of the first degree.

SECTION II: 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 action were in meeting open to the public and in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION III: That this ordinance is hereby declared to be an emergency measure, the nature of the emergency being the immediate need to expand the responsibility requirements and accountability for the increase of juvenile crime throughout the City of Lorain, to provide for the health, safety, and welfare of the citizens of the City of Lorain. Therefore, this ordinance shall take effect immediately upon its passage and approval by the mayor, provided that it meets the statutory requirements for passage; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____, 2025

PRESIDENT OF COUNCIL

ATTEST: _____, CLERK

APPROVED: _____, 2025

MAYOR



CITY OF LORAIN

City Council Regular Meeting

12. c.

Meeting Date: 10/20/2025

Submitted by: Michele Beko, Law Office Admin

AGENDA ITEM DESCRIPTION OR LEGISLATION TITLE

AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 549 WEAPONS AND EXPLOSIVES OF THE CODIFIED ORDINANCES OF THE CITY OF LORAIN AND DECLARING AN EMERGENCY

PURPOSE AND BACKGROUND

TO COMBAT THE ONSLAUGHT OF WEAPON OFFENSES BY INCREASING THE PENALTIES FOR WEAPON-RELATED OFFENSES FOR THE PROTECTION OF THE CITIZENS OF THE CITY OF LORAIN

RECOMMENDATION TO COUNCIL:

CONSIDERATION FOR PASSAGE

Attachments

ORDINANCE

Form Review

Inbox

P. Riley
Mayor Bradley
P. Riley
Form Started By: Michele Beko
Final Approval Date: 10/07/2025

Reviewed By

Michele Beko
Jack Bradley
Michele Beko

Date

08/28/2025 09:43 AM
08/28/2025 10:41 AM
08/28/2025 10:43 AM
Started On: 08/28/2025 09:24 AM

VOTE ON PASSAGE					
	AYE	NAY		AYE	NAY
Springowski			Nutt		
Dimacchia			Moon		
DuVall			Arroyo		
Henley			Spellacy		
Kempton			Thornsberry		
Carter			Arredondo		

ORDINANCE NO. _____

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF CHAPTER 549
OF THE CODIFIED ORDINANCES OF THE CITY OF LORAIN, AND
DECLARING AN EMERGENCY.**

WHEREAS, the City of Lorain experiences high rates of weapon-related offenses within its territorial jurisdiction; and,

WHEREAS, to protect the health, safety, and welfare of the City of Lorain citizenry and its visitors, the Lorain City Council desires to combat the onslaught of weapon offenses by increasing the penalties of certain Lorain Codified Ordinances related to weapon offenses; and,

WHEREAS, pursuant to Ohio Revised Code § 715.67, Ohio municipalities are authorized to enact penalties for the violation of their ordinances that do not exceed misdemeanors; and,

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

SECTION I. That Part 5, Chapter 549 Weapons and Explosives, Section 549.02 Carrying Concealed Weapons currently reads as follows:

549.02 CARRYING CONCEALED WEAPONS.

(a) No person shall knowingly carry or have, concealed on the person's person or concealed ready at hand, any of the following:

- (1) A deadly weapon other than a handgun;
- (2) A handgun other than a dangerous ordnance;
- (3) A dangerous ordnance.

(b) No person who has been issued a concealed handgun license, shall do any of the following:

(1) If the person is stopped for a law enforcement purpose and is carrying a concealed handgun, before or at the time a law enforcement officer asks if the person is carrying a concealed handgun, knowingly fail to disclose that the person then is carrying a concealed handgun, provided that it is not a violation of this section if the person fails to disclose that fact to an officer during the stop and the person already has notified another officer of that fact during the same stop;

(2) If the person is stopped for a law enforcement purpose and is carrying a concealed handgun, knowingly fail to keep the person's hands in plain sight at any time after any law enforcement officer begins approaching the person while stopped and before the law enforcement officer leaves, unless the failure is pursuant to and in accordance with directions given by a law enforcement officer;

(3) If the person is stopped for a law enforcement purpose and is carrying a concealed handgun, knowingly disregard or fail to comply with any lawful order of any law enforcement officer given while the person is stopped, including, but not limited to, a specific order to the person to keep the person's hands in plain sight.

(c) (1) This section does not apply to any of the following:

A. An officer, agent or employee of this or any other state or the United States, or to a law enforcement officer, who is authorized to carry concealed weapons or dangerous ordnance, or is authorized to carry handguns and is acting within the scope of the officer's, agent's or employee's duties;

B. Any person who is employed in this State, who is authorized to carry concealed weapons or dangerous ordnance or is authorized to carry handguns, and who is subject to and in compliance with the requirements of Ohio R.C. 109.801 unless the appointing authority of the person has expressly specified that the exemption provided in subsection (c)(1)B. hereof does not apply to the person.

C. A person's transportation or storage of a firearm, other than a firearm described in divisions (G) to (M) of Ohio R.C. 2923.11 in a motor vehicle for any lawful purpose if the firearm is not on the actor's person;

D. A person's storage or possession of a firearm, other than a firearm described in divisions (G) to (M) of Ohio R.C. 2923.11 in the actor's own home for any lawful purpose.

(2) Subsection (a)(2) of this section does not apply to any person who has been issued a concealed handgun license that is valid at the time of the alleged carrying or possession of a handgun or who, at the time of the alleged carrying or possession of a handgun, is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in Ohio R.C. 2923.125(G)(1), unless the person knowingly is in a place described in Ohio R.C. 2923.126(B).

(d) It is an affirmative defense to a charge under subsection (a)(1) of this section of carrying or having control of a weapon other than a handgun and other than a dangerous ordnance, that the actor was not otherwise prohibited by law from having the weapon, and that any of the following applies:

(1) The weapon was carried or kept ready at hand by the actor for defensive purposes, while the actor was engaged in or was going to or from the actor's lawful business or occupation, which business or occupation was of a character or was necessarily carried on in a manner or at a time or place as to render the actor particularly susceptible to criminal attack, such as would justify a prudent person in going armed.

(2) The weapon was carried or kept ready at hand by the actor for defensive purposes, while the actor was engaged in a lawful activity and had reasonable cause to fear a criminal attack upon the actor, a member of the actor's family, or the actor's home, such as would justify a prudent person in going armed.

(3) The weapon was carried or kept ready at hand by the actor for any lawful purpose and while in the actor's own home.

(e) (1) No person who is charged with a violation of this section shall be required to obtain a concealed handgun license as a condition for the dismissal of the charge.

(2) If a person is convicted of, was convicted of, pleads guilty to, or has pleaded guilty to a violation of subsection (b)(1) of this section as it existed prior to June 13, 2022, the person may file an application under Ohio R.C. 2953.35 requesting the expungement of the record of conviction.

(f) (1) Whoever violates this section is guilty of carrying concealed weapons. Except as otherwise provided in this subsection or subsections (f)(2), (5) and (6) of this section, carrying concealed weapons in violation of subsection (a) of this section is a misdemeanor of the first

degree. Except as otherwise provided in this subsection or subsections (f)(2), (5) and (6) of this section, if the offender previously has been convicted of a violation of this section or of any offense of violence, if the weapon involved is a firearm that is either loaded or for which the offender has ammunition ready at hand, or if the weapon involved is dangerous ordnance, carrying concealed weapons in violation of subsection (a) of this section is a felony and shall be prosecuted under appropriate State law. Except as otherwise provided in subsections (f)(2), (5) and (6) of this section, if the weapon involved is a firearm and the violation of this section is committed at premises for which a D permit has been issued under Chapter 4303, of the Revised Code or if the offense is committed aboard an aircraft, or with purpose to carry a concealed weapon aboard an aircraft, regardless of the weapon involved, carrying concealed weapons in violation of subsection (a) of this section is a felony and shall be prosecuted under appropriate State law.

(2) A person shall not be arrested for a violation of subsection (a)(2) of this section solely because the person does not promptly produce a valid concealed handgun license. If a person is arrested for a violation of subsection (a)(2) of this section and is convicted of or pleads guilty to the violation, the offender shall be punished as follows:

A. The offender shall be guilty of a minor misdemeanor if both of the following apply:

1. Within ten days after the arrest, the offender presents a concealed handgun license, which license was valid at the time of the arrest to the law enforcement agency that employs the arresting officer.

2. At the time of the arrest, the offender was not knowingly in a place described in division (B) of Ohio R.C. 2923.126.

B. The offender shall be guilty of a misdemeanor and shall be fined five hundred dollars (\$500.00) if all of the following apply:

1. The offender previously had been issued a concealed handgun license and that license expired within the two years immediately preceding the arrest.

2. Within forty-five days after the arrest, the offender presents any type of concealed handgun license to the law enforcement agency that employed the arresting officer, and the offender waives in writing the offender's right to a speedy trial on the charge of the violation that is provided in Ohio R.C. 2945.71.

3. At the time of the commission of the offense, the offender was not knowingly in a place described in division (B) of Ohio R.C. 2923.126.

C. If subsections (f)(2)A. and B. and (f)(5) of this section do not apply, the offender shall be punished under subsection (f)(1) or (6) of this section.

(3) Carrying concealed weapons in violation of subsection (b)(1) of this section is a misdemeanor of the second degree.

(4) Carrying concealed weapons in violation of subsection (b)(2) or (b)(3) hereof is a misdemeanor of the first degree. If the offender has previously been convicted or pleaded guilty to a violation of subsection (b)(2) or (b)(3) hereof or a substantially equivalent municipal ordinance, carrying concealed weapons is a felony and shall be prosecuted under appropriate state law. In addition to any other penalty or sanction imposed for a violation of subsection (b)(2) or (b)(3) hereof, the offender's concealed handgun license shall be suspended pursuant to Ohio R.C. 2923.128(A)(2).

(5) If a person being arrested for a violation of subsection (a)(2) of this section is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in division (G)(1) of Ohio R.C. 2923.125, and if at the time of the

violation the person was not knowingly in a place described in division (B) of Ohio R.C. 2923.126, the officer shall not arrest the person for a violation of that division. If the person is not able to promptly produce a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in division (G)(1) of Ohio R.C. 2923.125 and if the person is not in a place described in division (B) of Ohio R.C. 2923.126, the officer shall issue a citation and the offender shall be assessed a civil penalty of not more than five hundred dollars (\$500.00). The citation shall be automatically dismissed and the civil penalty shall not be assessed if both of the following apply:

A. Within ten days after the issuance of the citation, the offender presents a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in division (G)(1) of Ohio R.C. 2923.125, which were both valid at the time of the issuance of the citation to the law enforcement agency that employs the citing officer.

B. At the time of the citation, the offender was not knowingly in a place described in division (B) of Ohio R.C. 2923.126.

(6) If a person being arrested for a violation of subsection (a)(2) of this section is knowingly in a place described in division (B)(5) of Ohio R.C. 2923.126, and is not authorized to carry a handgun or have a handgun concealed on the person's person or concealed ready at hand under that division, the penalty shall be as follows:

A. Except as otherwise provided in this subsection, if the person produces a valid concealed handgun license within ten days after the arrest and has not previously been convicted or pleaded guilty to a violation of subsection (a)(2) of this section, the person is guilty of a minor misdemeanor;

B. Except as otherwise provided in this subsection, if the person has previously been convicted of or pleaded guilty to a violation of subsection (a)(2) of this section, the person is guilty of a misdemeanor of the fourth degree;

C. Except as otherwise provided in this subsection, if the person has previously been convicted of or pleaded guilty to two violations of subsection (a)(2) of this section, the person is guilty of a misdemeanor of the third degree;

D. Except as otherwise provided in this subsection, if the person has previously been convicted of or pleaded guilty to three or more violations of subsection (a)(2) of this section, or convicted of or pleaded guilty to any offense of violence, if the weapon involved is a firearm that is either loaded or for which the offender has ammunition ready at hand, or if the weapon involved is a dangerous ordnance, the person is guilty of a misdemeanor of the second degree.

(g) If a law enforcement officer stops a person to question the person regarding a possible violation of this section, for a traffic stop, or for any other law enforcement purpose, if the person surrenders a firearm to the officer, either voluntarily or pursuant to a request or demand of the officer, and if the officer does not charge the person with a violation of this section or arrest the person for any offense, the person is not otherwise prohibited by law from possessing the firearm, and the firearm is not contraband, the officer shall return the firearm to the person at the termination of the stop. If a court orders a law enforcement officer to return a firearm to a person pursuant to the requirement set forth in this subsection, division (B) of Ohio R.C. 2923.163 applies.

(h) For purposes of this section, "deadly weapon" or "weapon" does not include any knife, razor, or cutting instrument if the instrument was not used as a weapon.

SHALL NOW BE AMENDED TO READ AS FOLLOWS:

549.02 CARRYING CONCEALED WEAPONS.

(A) No person shall knowingly carry or have, concealed on the person's person or concealed ready at hand, any of the following:

- (1) A deadly weapon other than a handgun;
- (2) A handgun other than a dangerous ordnance;
- (3) A dangerous ordnance.

(B) No person who has been issued a concealed handgun license shall do any of the following:

(1) If the person is stopped for a law enforcement purpose and is carrying a concealed handgun, before or at the time a law enforcement officer asks if the person is carrying a concealed handgun, knowingly fail to disclose that the person then is carrying a concealed handgun, provided that it is not a violation of this division if the person fails to disclose that fact to an officer during the stop and the person already has notified another officer of that fact during the same stop;

(2) If the person is stopped for a law enforcement purpose and is carrying a concealed handgun, knowingly fail to keep the person's hands in plain sight at any time after any law enforcement officer begins approaching the person while stopped and before the law enforcement officer leaves, unless the failure is pursuant to and in accordance with directions given by a law enforcement officer;

(3) If the person is stopped for a law enforcement purpose, if the person is carrying a concealed handgun, and if the person is approached by any law enforcement officer while stopped, knowingly remove or attempt to remove the loaded handgun from the holster, pocket, or other place in which the person is carrying it, knowingly grasp or hold the loaded handgun, or knowingly have contact with the loaded handgun by touching it with the person's hands or fingers at any time after the law enforcement officer begins approaching and before the law enforcement officer leaves, unless the person removes, attempts to remove, grasps, holds, or has contact with the loaded handgun pursuant to and in accordance with directions given by the law enforcement officer;

(4) If the person is stopped for a law enforcement purpose and is carrying a concealed handgun, knowingly disregard or fail to comply with any lawful order of any law enforcement officer given while the person is stopped, including, but not limited to, a specific order to the person to keep the person's hands in plain sight.

(C)(1) This section does not apply to any of the following:

(a) An officer, agent, or employee of this or any other state or the United States, or to a law enforcement officer, who is authorized to carry concealed weapons or dangerous ordnance or is

authorized to carry handguns and is acting within the scope of the officer's, agent's, or employee's duties;

(b) Any person who is employed in this state, who is authorized to carry concealed weapons or dangerous ordnance or is authorized to carry handguns, and who is subject to and in compliance with the requirements of section 109.801 of the Revised Code, unless the appointing authority of the person has expressly specified that the exemption provided in division (C)(1)(b) of this section does not apply to the person;

(c) A person's transportation or storage of a firearm, other than a firearm described in divisions (G) to (M) of section 2923.11 of the Revised Code, in a motor vehicle for any lawful purpose if the firearm is not on the actor's person;

(d) A person's storage or possession of a firearm, other than a firearm described in divisions (G) to (M) of section 2923.11 of the Revised Code, in the actor's own home for any lawful purpose.
(2) Division (A)(2) of this section does not apply to any person who has been issued a concealed handgun license that is valid at the time of the alleged carrying or possession of a handgun or who, at the time of the alleged carrying or possession of a handgun, is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in division (G)(1) of section 2923.125 of the Revised Code, unless the person knowingly is in a place described in division (B) of section 2923.126 of the Revised Code.

(D) It is an affirmative defense to a charge under division (A)(1) of this section of carrying or having control of a weapon other than a handgun and other than a dangerous ordnance that the actor was not otherwise prohibited by law from having the weapon and that any of the following applies:

(1) The weapon was carried or kept ready at hand by the actor for defensive purposes while the actor was engaged in or was going to or from the actor's lawful business or occupation, which business or occupation was of a character or was necessarily carried on in a manner or at a time or place as to render the actor particularly susceptible to criminal attack, such as would justify a prudent person in going armed.

(2) The weapon was carried or kept ready at hand by the actor for defensive purposes while the actor was engaged in a lawful activity and had reasonable cause to fear a criminal attack upon the actor, a member of the actor's family, or the actor's home, such as would justify a prudent person in going armed.

(3) The weapon was carried or kept ready at hand by the actor for any lawful purpose and while in the actor's own home.

(E)(1) No person who is charged with a violation of this section shall be required to obtain a concealed handgun license as a condition for the dismissal of the charge.

(2) If a person is convicted of, was convicted of, pleads guilty to, or has pleaded guilty to a violation of division (B)(1) of this section as it existed prior to June 13, 2022, the person may file an application under section 2953.35 of the Revised Code requesting the expungement of the record of conviction.

(F)(1) Whoever violates this section is guilty of carrying concealed weapons. Except as otherwise provided in this division or divisions (F)(2), (6), and (7) of this section, carrying concealed weapons in violation of division (A) of this section is a misdemeanor of the first degree. Except as otherwise provided in this division or divisions (F)(2), (6), and (7) of this section, if the offender previously has been convicted of a violation of this section or of any offense of violence, if the weapon involved is a firearm that is either loaded or for which the offender has ammunition ready at hand, or if the weapon involved is dangerous ordnance, carrying concealed weapons in violation of division (A) of this section is a felony of the fourth degree. Except as otherwise provided in divisions (F)(2) and (6) of this section, if the offense is committed aboard an aircraft, or with purpose to carry a concealed weapon aboard an aircraft, regardless of the weapon involved, carrying concealed weapons in violation of division (A) of this section is a felony of the third degree.

(2) A person shall not be arrested for a violation of division (A)(2) of this section solely because the person does not promptly produce a valid concealed handgun license. If a person is arrested for a violation of division (A)(2) of this section and is convicted of or pleads guilty to the violation, the offender shall be punished as follows:

(a) The offender shall be guilty of a minor misdemeanor if both of the following apply:

(i) Within ten days after the arrest, the offender presents a concealed handgun license, which license was valid at the time of the arrest, to the law enforcement agency that employs the arresting officer.

(ii) At the time of the arrest, the offender was not knowingly in a place described in division (B) of section 2923.126 of the Revised Code.

(b) The offender shall be guilty of a misdemeanor and shall be fined five hundred dollars if all of the following apply:

(i) The offender previously had been issued a concealed handgun license, and that license expired within the two years immediately preceding the arrest.

(ii) Within forty-five days after the arrest, the offender presents a concealed handgun license to the law enforcement agency that employed the arresting officer, and the offender waives in writing the offender's right to a speedy trial on the charge of the violation that is provided in section 2945.71 of the Revised Code.

(iii) At the time of the commission of the offense, the offender was not knowingly in a place described in division (B) of section 2923.126 of the Revised Code.

(c) If divisions (F)(2)(a) and (b) and (F)(6) of this section do not apply, the offender shall be punished under division (F)(1) or (7) of this section.

(3) Carrying concealed weapons in violation of division (B)(1) of this section is a misdemeanor of the first degree.

(4) Carrying concealed weapons in violation of division (B)(2) or (4) of this section is a misdemeanor of the first degree or, if the offender previously has been convicted of or pleaded guilty to a violation of division (B)(2) or (4) of this section, a felony of the fifth degree. In addition to any other penalty or sanction imposed for a misdemeanor violation of division (B)(2) or (4) of this section, the offender's concealed handgun license shall be suspended pursuant to division (A)(2) of section 2923.128 of the Revised Code.

(5) Carrying concealed weapons in violation of division (B)(3) of this section is a felony of the fifth degree.

(6) If a person being arrested for a violation of division (A)(2) of this section is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in division (G)(1) of section 2923.125 of the Revised Code, and if at the time of the violation the person was not knowingly in a place described in division (B) of section 2923.126 of the Revised Code, the officer shall not arrest the person for a violation of that division. If the person is not able to promptly produce a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in division (G)(1) of section 2923.125 of the Revised Code and if the person is not in a place described in division (B) of section 2923.126 of the Revised Code, the officer shall issue a citation and the offender shall be assessed a civil penalty of not more than five hundred dollars. The citation shall be automatically dismissed and the civil penalty shall not be assessed if both of the following apply:

(a) Within ten days after the issuance of the citation, the offender presents a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in division (G)(1) of section 2923.125 of the Revised Code, which were both valid at the time of the issuance of the citation to the law enforcement agency that employs the citing officer.

(b) At the time of the citation, the offender was not knowingly in a place described in division (B) of section 2923.126 of the Revised Code.

(7) If a person being arrested for a violation of division (A)(2) of this section is knowingly in a place described in division (B)(5) of section 2923.126 of the Revised Code and is not authorized to carry a handgun or have a handgun concealed on the person's person or concealed ready at hand under that division, the penalty shall be as follows:

(a) Except as otherwise provided in this division, if the person produces a valid concealed handgun license within ten days after the arrest and has not previously been convicted or pleaded

guilty to a violation of division (A)(2) of this section, the person is guilty of a minor misdemeanor;

(b) Except as otherwise provided in this division, if the person has previously been convicted of or pleaded guilty to a violation of division (A)(2) of this section, the person is guilty of a misdemeanor of the first degree;

(c) Except as otherwise provided in this division, if the person has previously been convicted of or pleaded guilty to two violations of division (A)(2) of this section, the person is guilty of a misdemeanor of the first degree;

(d) Except as otherwise provided in this division, if the person has previously been convicted of or pleaded guilty to three or more violations of division (A)(2) of this section, or convicted of or pleaded guilty to any offense of violence, if the weapon involved is a firearm that is either loaded or for which the offender has ammunition ready at hand, or if the weapon involved is a dangerous ordnance, the person is guilty of a misdemeanor of the first degree.

(G) If a law enforcement officer stops a person to question the person regarding a possible violation of this section, for a traffic stop, or for any other law enforcement purpose, if the person surrenders a firearm to the officer, either voluntarily or pursuant to a request or demand of the officer, and if the officer does not charge the person with a violation of this section or arrest the person for any offense, the person is not otherwise prohibited by law from possessing the firearm, and the firearm is not contraband, the officer shall return the firearm to the person at the termination of the stop. If a court orders a law enforcement officer to return a firearm to a person pursuant to the requirement set forth in this division, division (B) of section 2923.163 of the Revised Code applies.

(H) For purposes of this section, "deadly weapon" or "weapon" does not include any knife, razor, or cutting instrument if the instrument was not used as a weapon.

SECTION II. That Part 5, Chapter 549 Weapons and Explosives, Section 549.04 Improperly Handling Firearms in a Motor Vehicle currently reads as follows:

549.04 IMPROPERLY HANDLING FIREARMS IN A MOTOR VEHICLE.

(a) No person shall knowingly transport or have a firearm in a motor vehicle, unless the person may lawfully possess that firearm under applicable law of this state or the United States, the firearm is unloaded, and the firearm is carried in one of the following ways:

- (1) In a closed package, box or case;
- (2) In a compartment which can be reached only by leaving the vehicle;
- (3) In plain sight and secured in a rack or holder made for the purpose;

(4) If the firearm is at least twenty-four inches in overall length as measured from the muzzle to the part of the stock furthest from the muzzle and if the barrel is at least eighteen inches in length, either in plain sight with the action open or the weapon stripped, or, if the firearm is of a type on which the action will not stay open or which cannot easily be stripped, in plain sight.

(b) No person who has been issued a concealed handgun license, or who is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in division (G)(1) of Ohio R.C. 2923.125, who is the driver or an occupant of a motor vehicle that is stopped as a result of a traffic stop or a stop for another law enforcement purpose or is the driver or an occupant of a commercial motor vehicle that is stopped by an employee of the motor carrier enforcement unit for the purposes defined in Ohio R.C. 5503.34, and who is transporting or has a loaded handgun in the motor vehicle or commercial motor vehicle in any manner, shall do any of the following:

(1) Before or at the time a law enforcement officer asks if the person is carrying a concealed handgun, knowingly fail to disclose that the person then possesses or has a loaded handgun in the motor vehicle, provided that it is not a violation of this division if the person fails to disclose that fact to an officer during the stop and the person already has notified another officer of that fact during the same stop;

(2) Before or at the time an employee of the motor carrier enforcement unit asks if the person is carrying a concealed handgun, knowingly fail to disclose that the person then possesses or has a loaded handgun in the commercial motor vehicle, provided that it is not a violation of this division if the person fails to disclose that fact to an employee of the unit during the stop and the person already has notified another employee of the unit of that fact during the same stop;

(3) Knowingly fail to remain in the motor vehicle while stopped, or knowingly fail to keep the person's hands in plain sight at any time after any law enforcement officer begins approaching the person while stopped and before the law enforcement officer leaves, unless the failure is pursuant to and in accordance with directions given by a law enforcement officer.

(4) Knowingly disregard or fail to comply with any lawful order of any law enforcement officer given while the motor vehicle is stopped, including, but not limited to, a specific order to the person to keep the person's hands in plain sight.

(c) (1) This section does not apply to any of the following:

A. An officer, agent or employee of this or any other state or the United States, or a law enforcement officer, when authorized to carry or have loaded or accessible firearms in motor vehicles and acting within the scope of the officer's, agent's or employee's duties;

B. Any person who is employed in this State, who is authorized to carry or have loaded or accessible firearms in motor vehicles, and who is subject to and in compliance with the requirements of Ohio R.C. 109.801, unless the appointing authority of the person has expressly specified that the exemption provided in subsection (c)(1)B. does not apply to the person.

(2) Subsection (a) of this section does not apply to a person who transports or possesses a handgun in a motor vehicle if, at the time of that transportation or possession, both of the following apply:

A. The person transporting or possessing the handgun has been issued a concealed handgun license that is valid at the time in question or the person is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in Ohio R.C. 2923.125(G)(1).

B. The person transporting or possessing the handgun is not knowingly in a place described in division (B) of Ohio R.C. 2923.126.

(3) Subsection (a) of this section does not apply to a person if all of the following apply:

A. The person possesses a valid all-purpose vehicle permit issued under Ohio R.C. 1533.103 by the Chief of the Division of Wildlife.

B. The person is on or in an all-purpose vehicle as defined in Ohio R.C. 1531.01 on private or publicly owned lands or on or in a motor vehicle during the open hunting season for a wild quadruped or game bird.

C. The person is on or in an all-purpose vehicle as defined in Ohio R.C. 1531.01 or a motor vehicle that is parked on a road that is owned or administered by the Division of Wildlife.

(d) (1) The affirmative defenses authorized in Section [549.02](#)(d)(1) and (2) are affirmative defenses to a charge under subsection (a) that involves a firearm other than a handgun.

(2) It is an affirmative defense to a charge under subsection (a) of improperly handling firearms in a motor vehicle that the actor transported or had the firearm in the motor vehicle for any lawful purpose and while the motor vehicle was on the actor's own property, provided that the affirmative defense is not available unless the person, immediately prior to arriving at the actor's own property, did not transport or possess the firearm in a motor vehicle in a manner prohibited by subsection (a) while the motor vehicle was being operated on a street, highway, or other public or private property used by the public for vehicular traffic.

(e) (1) No person who is charged with a violation of subsection (a) shall be required to obtain a concealed handgun license as a condition for the dismissal of the charge.

(2) If a person is convicted of, was convicted of, pleads guilty to, or has pleaded guilty to a violation of subsection (b) of this section as it existed prior to September 30, 2011, and the conduct that was the basis of the violation no longer would be a violation of subsection (b) of this section on or after September 30, 2011, or if a person is convicted of, was convicted of, pleads guilty to, or has pleaded guilty to a violation of subsection (a) of this section as the subsection existed prior to June 13, 2022, the person may file an application under Ohio R.C. 2953.35 requesting the expungement of the record of conviction.

(f) Whoever violates this section is guilty of improperly handling firearms in a motor vehicle. Violation of subsection (a) of this section is a misdemeanor of the fourth degree. A violation of subsection (b)(1) or (b)(2) of this section is a misdemeanor of the second degree. A violation of subsection (b)(3) or (4) of this section is a misdemeanor of the first degree or, if the offender previously has been convicted of or pleaded guilty to a violation of subsection (b)(3) or (4) of this section, a felony and shall be prosecuted under appropriate State law. In addition to any other penalty or sanction imposed for a misdemeanor violation of subsection (b)(3) or (4) of this section, the offender's concealed handgun license shall be suspended pursuant to Ohio R.C. 2923.128(A)(2).

(g) If a law enforcement officer stops a motor vehicle for a traffic stop or any other purpose, if any person in the motor vehicle surrenders a firearm to the officer, either voluntarily or pursuant to a request or demand of the officer, and if the officer does not charge the person with a violation of this section or arrest the person for any offense, the person is not otherwise prohibited by law from possessing the firearm, and the firearm is not contraband, the officer shall return the firearm to the person at the termination of the stop. If a court orders a law enforcement officer to return a firearm to a person pursuant to the requirement set forth in this subsection, division (B) of Ohio R.C. 2923.163 applies.

(h) As used in this section:

(1) "Commercial motor vehicle" has the same meaning as in Ohio R.C. 4506.25(A).

(2) “Motor carrier enforcement unit” means the motor carrier enforcement unit in the Department of Public Safety, Division of State Highway Patrol, that is created by Ohio R.C. 5503.34.

(3) “Motor vehicle”, “street” and “highway” have the same meanings as in Ohio R.C. 4511.01.

(4) A. “Unloaded” means:

1. With respect to a firearm other than a firearm described in subsection (h)(4)B. of this section, that no ammunition is in the firearm in question, no magazine or speed loader containing ammunition is inserted into the firearm in question and one of the following applies:

a. There is no ammunition in a magazine or speed loader that is in the vehicle in question and that may be used with the firearm in question.

b. Any magazine or speed loader that contains ammunition and that may be used with the firearm in question is stored in a compartment within the vehicle in question that cannot be accessed without leaving the vehicle or is stored in a container that provides complete and separate enclosure.

2. For the purposes of subsection (h)(4)A.1.b. of this section, a “container that provides complete and separate enclosure” includes, but is not limited to, any of the following:

a. A package, box or case with multiple compartments, as long as the loaded magazine or speed loader and the firearm in question either are in separate compartments within the package, box, or case, or, if they are in the same compartment, the magazine or speed loader is contained within a separate enclosure in that compartment that does not contain the firearm and that closes using a snap, button, buckle, zipper, hook and loop closing mechanism, or other fastener that must be opened to access the contents or the firearm is contained within a separate enclosure of that nature in that compartment that does not contain the magazine or speed loader;

b. A pocket or other enclosure on the person of the person in question that closes using a snap, button, buckle, zipper, hook and loop closing mechanism, or other fastener that must be opened to access the contents.

3. For the purposes of subsection (h)(4)A. of this section, ammunition held in stripper-clips or in en-bloc clips is not considered ammunition that is loaded into a magazine or speed loader.

B. “Unloaded” means, with respect to a firearm employing a percussion cap, flintlock, or other obsolete ignition system, when the weapon is uncapped or when the priming charge is removed from the pan.

(i) Subsection (h)(4) of this section does not affect the authority of a person who has been issued a concealed handgun license that is valid at the time in question to have one or more magazines or speed loaders containing ammunition anywhere in a vehicle, without being transported as described in those divisions, so long as no ammunition is in a firearm, other than a handgun, in the vehicle other than as permitted under any other provision of this chapter. A person who has been issued a concealed handgun license that is valid at the time in question may have one or more magazines or speed loaders containing ammunition anywhere in a vehicle without further restriction, as long as no ammunition is in a firearm, other than a handgun, in the vehicle other than as permitted under any provision of this chapter.

SHALL NOW BE AMENDED TO READ AS FOLLOWS:

549.04 IMPROPERLY HANDLING FIREARMS IN A MOTOR VEHICLE.

(A) No person shall knowingly discharge a firearm while in or on a motor vehicle.

(B) No person shall knowingly transport or have a loaded firearm in a motor vehicle in such a manner that the firearm is accessible to the operator or any passenger without leaving the vehicle.

(C) No person shall knowingly transport or have a firearm in a motor vehicle, unless the person may lawfully possess that firearm under applicable law of this state or the United States, the firearm is unloaded, and the firearm is carried in one of the following ways:

(1) In a closed package, box, or case;

(2) In a compartment that can be reached only by leaving the vehicle;

(3) In plain sight and secured in a rack or holder made for the purpose;

(4) If the firearm is at least twenty-four inches in overall length as measured from the muzzle to the part of the stock furthest from the muzzle and if the barrel is at least eighteen inches in length, either in plain sight with the action open or the weapon stripped, or, if the firearm is of a type on which the action will not stay open or which cannot easily be stripped, in plain sight.

(D) No person shall knowingly transport or have a loaded handgun in a motor vehicle if, at the time of that transportation or possession, any of the following applies:

(1) The person is under the influence of alcohol, a drug of abuse, or a combination of them.

(2) The person's whole blood, blood serum or plasma, breath, or urine contains a concentration of alcohol, a listed controlled substance, or a listed metabolite of a controlled substance prohibited for persons operating a vehicle, as specified in division (A) of section 4511.19 of the Revised Code, regardless of whether the person at the time of the transportation or possession as described in this division is the operator of or a passenger in the motor vehicle.

(E) No person who has been issued a concealed handgun license or who is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in division (G)(1) of section 2923.125 of the Revised Code, who is the driver or an occupant of a motor vehicle that is stopped as a result of a traffic stop or a stop for another law enforcement purpose or is the driver or an occupant of a commercial motor vehicle that is stopped by an employee of the motor carrier enforcement unit for the purposes defined in section 5503.34 of the Revised Code, and who is transporting or has a loaded handgun in the motor vehicle or commercial motor vehicle in any manner, shall do any of the following:

(1) Before or at the time a law enforcement officer asks if the person is carrying a concealed handgun, knowingly fail to disclose that the person then possesses or has a loaded handgun in the motor vehicle, provided that it is not a violation of this division if the person fails to disclose that

fact to an officer during the stop and the person already has notified another officer of that fact during the same stop;

(2) Before or at the time an employee of the motor carrier enforcement unit asks if the person is carrying a concealed handgun, knowingly fail to disclose that the person then possesses or has a loaded handgun in the commercial motor vehicle, provided that it is not a violation of this division if the person fails to disclose that fact to an employee of the unit during the stop and the person already has notified another employee of the unit of that fact during the same stop;

(3) Knowingly fail to remain in the motor vehicle while stopped or knowingly fail to keep the person's hands in plain sight at any time after any law enforcement officer begins approaching the person while stopped and before the law enforcement officer leaves, unless the failure is pursuant to and in accordance with directions given by a law enforcement officer;

(4) Knowingly have contact with the loaded handgun by touching it with the person's hands or fingers in the motor vehicle at any time after the law enforcement officer begins approaching and before the law enforcement officer leaves, unless the person has contact with the loaded handgun pursuant to and in accordance with directions given by the law enforcement officer;

(5) Knowingly disregard or fail to comply with any lawful order of any law enforcement officer given while the motor vehicle is stopped, including, but not limited to, a specific order to the person to keep the person's hands in plain sight.

(F)(1) Divisions (A), (B), (C), and (E) of this section do not apply to any of the following:

(a) An officer, agent, or employee of this or any other state or the United States, or a law enforcement officer, when authorized to carry or have loaded or accessible firearms in motor vehicles and acting within the scope of the officer's, agent's, or employee's duties;

(b) Any person who is employed in this state, who is authorized to carry or have loaded or accessible firearms in motor vehicles, and who is subject to and in compliance with the requirements of section 109.801 of the Revised Code, unless the appointing authority of the person has expressly specified that the exemption provided in division (F)(1)(b) of this section does not apply to the person.

(2) Division (A) of this section does not apply to a person if all of the following circumstances apply:

(a) The person discharges a firearm from a motor vehicle at a coyote or groundhog, the discharge is not during the deer gun hunting season as set by the chief of the division of wildlife of the department of natural resources, and the discharge at the coyote or groundhog, but for the operation of this section, is lawful.

(b) The motor vehicle from which the person discharges the firearm is on real property that is located in an unincorporated area of a township and that either is zoned for agriculture or is used for agriculture.

(c) The person owns the real property described in division (F)(2)(b) of this section, is the spouse or a child of another person who owns that real property, is a tenant of another person who owns that real property, or is the spouse or a child of a tenant of another person who owns that real property.

(d) The person does not discharge the firearm in any of the following manners:

(i) While under the influence of alcohol, a drug of abuse, or alcohol and a drug of abuse;

(ii) In the direction of a street, highway, or other public or private property used by the public for vehicular traffic or parking;

(iii) At or into an occupied structure that is a permanent or temporary habitation;

(iv) In the commission of any violation of law, including, but not limited to, a felony that includes, as an essential element, purposely or knowingly causing or attempting to cause the death of or physical harm to another and that was committed by discharging a firearm from a motor vehicle.

(3) Division (A) of this section does not apply to a person if all of the following apply:

(a) The person possesses a valid all-purpose vehicle permit issued under section 1533.103 of the Revised Code by the chief of the division of wildlife.

(b) The person discharges a firearm at a wild quadruped or game bird as defined in section 1531.01 of the Revised Code during the open hunting season for the applicable wild quadruped or game bird.

(c) The person discharges a firearm from a stationary all-purpose vehicle as defined in section 1531.01 of the Revised Code from private or publicly owned lands or from a motor vehicle that is parked on a road that is owned or administered by the division of wildlife.

(d) The person does not discharge the firearm in any of the following manners:

(i) While under the influence of alcohol, a drug of abuse, or alcohol and a drug of abuse;

(ii) In the direction of a street, a highway, or other public or private property that is used by the public for vehicular traffic or parking;

(iii) At or into an occupied structure that is a permanent or temporary habitation;

(iv) In the commission of any violation of law, including, but not limited to, a felony that includes, as an essential element, purposely or knowingly causing or attempting to cause the death of or physical harm to another and that was committed by discharging a firearm from a motor vehicle.

(4) Divisions (B) and (C) of this section do not apply to a person if all of the following circumstances apply:

(a) At the time of the alleged violation of either of those divisions, the person is the operator of or a passenger in a motor vehicle.

(b) The motor vehicle is on real property that is located in an unincorporated area of a township and that either is zoned for agriculture or is used for agriculture.

(c) The person owns the real property described in division (F)(4)(b) of this section, is the spouse or a child of another person who owns that real property, is a tenant of another person who owns that real property, or is the spouse or a child of a tenant of another person who owns that real property.

(d) The person, prior to arriving at the real property described in division (F)(4)(b) of this section, did not transport or possess a firearm in the motor vehicle in a manner prohibited by division (B) or (C) of this section while the motor vehicle was being operated on a street, highway, or other public or private property used by the public for vehicular traffic or parking.

(5) Divisions (B) and (C) of this section do not apply to a person who transports or possesses a handgun in a motor vehicle if, at the time of that transportation or possession, both of the following apply:

(a) The person transporting or possessing the handgun has been issued a concealed handgun license that is valid at the time in question or the person is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in division (G)(1) of section 2923.125 of the Revised Code.

(b) The person transporting or possessing the handgun is not knowingly in a place described in division (B) of section 2923.126 of the Revised Code.

(6) Divisions (B) and (C) of this section do not apply to a person if all of the following apply:

(a) The person possesses a valid all-purpose vehicle permit issued under section 1533.103 of the Revised Code by the chief of the division of wildlife.

(b) The person is on or in an all-purpose vehicle as defined in section 1531.01 of the Revised Code or a motor vehicle during the open hunting season for a wild quadruped or game bird.

(c) The person is on or in an all-purpose vehicle as defined in section 1531.01 of the Revised Code on private or publicly owned lands or on or in a motor vehicle that is parked on a road that is owned or administered by the division of wildlife.

(7) Nothing in this section prohibits or restricts a person from possessing, storing, or leaving a firearm in a locked motor vehicle that is parked in the state underground parking garage at the state capitol building or in the parking garage at the Riffe center for government and the arts in Columbus, if the person's transportation and possession of the firearm in the motor vehicle while traveling to the premises or facility was not in violation of division (A), (B), (C), (D), or (E) of this section or any other provision of the Revised Code.

(G)(1) The affirmative defenses authorized in divisions (D)(1) and (2) of section 2923.12 of the Revised Code are affirmative defenses to a charge under division (B) or (C) of this section that involves a firearm other than a handgun.

(2) It is an affirmative defense to a charge under division (B) or (C) of this section of improperly handling firearms in a motor vehicle that the actor transported or had the firearm in the motor vehicle for any lawful purpose and while the motor vehicle was on the actor's own property, provided that this affirmative defense is not available unless the person, immediately prior to arriving at the actor's own property, did not transport or possess the firearm in a motor vehicle in a manner prohibited by division (B) or (C) of this section while the motor vehicle was being operated on a street, highway, or other public or private property used by the public for vehicular traffic.

(H)(1) No person who is charged with a violation of division (B), (C), or (D) of this section shall be required to obtain a concealed handgun license as a condition for the dismissal of the charge.

(2)(a) If a person is convicted of, was convicted of, pleads guilty to, or has pleaded guilty to a violation of division (E) of this section as it existed prior to September 30, 2011, and the conduct that was the basis of the violation no longer would be a violation of division (E) of this section on or after September 30, 2011, or if a person is convicted of, was convicted of, pleads guilty to, or has pleaded guilty to a violation of division (E)(1) or (2) of this section as it existed prior to June 13, 2022, the person may file an application under section 2953.35 of the Revised Code requesting the expungement of the record of conviction.

If a person is convicted of, was convicted of, pleads guilty to, or has pleaded guilty to a violation of division (B) or (C) of this section as the division existed prior to September 30, 2011, and if the conduct that was the basis of the violation no longer would be a violation of division (B) or (C) of this section on or after September 30, 2011, due to the application of division (F)(5) of this section as it exists on and after September 30, 2011, the person may file an application under section 2953.35 of the Revised Code requesting the expungement of the record of conviction.

(b) The attorney general shall develop a public media advisory that summarizes the expungement procedure established under section 2953.35 of the Revised Code and the offenders identified in division (H)(2)(a) of this section and those identified in division (E)(2) of section 2923.12 of the Revised Code who are authorized to apply for the expungement. Within thirty days after September 30, 2011, with respect to violations of division (B), (C), or (E) of this section as they existed prior to that date, and within thirty days after June 13, 2022, with respect to a violation of division (E)(1) or (2) of this section or division (B)(1) of section 2923.12 of the Revised Code as they existed prior to June 13, 2022, the attorney general shall provide a copy of the advisory to each daily newspaper published in this state and each television station that broadcasts in this state. The attorney general may provide the advisory in a tangible form, an electronic form, or in both tangible and electronic forms.

(I) Whoever violates this section is guilty of improperly handling firearms in a motor vehicle. A violation of division (A) of this section is a felony of the fourth degree. A violation of division (C) of this section is a misdemeanor of the first degree. A violation of division (D) of this section is a felony of the fifth degree or, if the loaded handgun is concealed on the person's person, a felony of the fourth degree. A violation of division (E)(1) or (2) of this section is a misdemeanor

of the first degree. A violation of division (E)(4) of this section is a felony of the fifth degree. A violation of division (E)(3) or (5) of this section is a misdemeanor of the first degree or, if the offender previously has been convicted of or pleaded guilty to a violation of division (E)(3) or (5) of this section, a felony of the fifth degree. In addition to any other penalty or sanction imposed for a misdemeanor violation of division (E)(3) or (5) of this section, the offender's concealed handgun license shall be suspended pursuant to division (A)(2) of section 2923.128 of the Revised Code. A violation of division (B) of this section is a felony of the fourth degree.

(J) If a law enforcement officer stops a motor vehicle for a traffic stop or any other purpose, if any person in the motor vehicle surrenders a firearm to the officer, either voluntarily or pursuant to a request or demand of the officer, and if the officer does not charge the person with a violation of this section or arrest the person for any offense, the person is not otherwise prohibited by law from possessing the firearm, and the firearm is not contraband, the officer shall return the firearm to the person at the termination of the stop. If a court orders a law enforcement officer to return a firearm to a person pursuant to the requirement set forth in this division, division (B) of section 2923.163 of the Revised Code applies.

(K) As used in this section:

(1) "Motor vehicle," "street," and "highway" have the same meanings as in section 4511.01 of the Revised Code.

(2) "Occupied structure" has the same meaning as in section 2909.01 of the Revised Code.

(3) "Agriculture" has the same meaning as in section 519.01 of the Revised Code.

(4) "Tenant" has the same meaning as in section 1531.01 of the Revised Code.

(5)(a) "Unloaded" means, with respect to a firearm other than a firearm described in division (K)(6) of this section, that no ammunition is in the firearm in question, no magazine or speed loader containing ammunition is inserted into the firearm in question, and one of the following applies:

(i) There is no ammunition in a magazine or speed loader that is in the vehicle in question and that may be used with the firearm in question.

(ii) Any magazine or speed loader that contains ammunition and that may be used with the firearm in question is stored in a compartment within the vehicle in question that cannot be accessed without leaving the vehicle or is stored in a container that provides complete and separate enclosure.

(b) For the purposes of division (K)(5)(a)(ii) of this section, a "container that provides complete and separate enclosure" includes, but is not limited to, any of the following:

(i) A package, box, or case with multiple compartments, as long as the loaded magazine or speed loader and the firearm in question either are in separate compartments within the package, box,

or case, or, if they are in the same compartment, the magazine or speed loader is contained within a separate enclosure in that compartment that does not contain the firearm and that closes using a snap, button, buckle, zipper, hook and loop closing mechanism, or other fastener that must be opened to access the contents or the firearm is contained within a separate enclosure of that nature in that compartment that does not contain the magazine or speed loader;

(ii) A pocket or other enclosure on the person of the person in question that closes using a snap, button, buckle, zipper, hook and loop closing mechanism, or other fastener that must be opened to access the contents.

(c) For the purposes of divisions (K)(5)(a) and (b) of this section, ammunition held in stripper-clips or in en-bloc clips is not considered ammunition that is loaded into a magazine or speed loader.

(6) "Unloaded" means, with respect to a firearm employing a percussion cap, flintlock, or other obsolete ignition system, when the weapon is uncapped or when the priming charge is removed from the pan.

(7) "Commercial motor vehicle" has the same meaning as in division (A) of section 4506.25 of the Revised Code.

(8) "Motor carrier enforcement unit" means the motor carrier enforcement unit in the department of public safety, division of state highway patrol, that is created by section 5503.34 of the Revised Code.

(L) Divisions (K)(5)(a) and (b) of this section do not affect the authority of a person who has been issued a concealed handgun license that is valid at the time in question to have one or more magazines or speed loaders containing ammunition anywhere in a vehicle, without being transported as described in those divisions, as long as no ammunition is in a firearm, other than a handgun, in the vehicle other than as permitted under any other provision of this chapter. A person who has been issued a concealed handgun license that is valid at the time in question may have one or more magazines or speed loaders containing ammunition anywhere in a vehicle without further restriction, as long as no ammunition is in a firearm, other than a handgun, in the vehicle other than as permitted under any provision of this chapter.

SECTION III. That Part 5, Chapter 549 Weapons and Explosives, Section 549.05 Failure to Secure Dangerous Ordnance currently reads as follows:

549.05 FAILURE TO SECURE DANGEROUS ORDNANCE.

(a) No person, in acquiring, possessing, carrying or using any dangerous ordnance shall negligently fail to take proper precautions:

- (1) To secure the dangerous ordnance against theft, or against its acquisition or use by any unauthorized or incompetent person;

(2) To insure the safety of persons and property.

(b) Whoever violates this section is guilty of failure to secure dangerous ordnance, a misdemeanor of the second degree.

SHALL NOW BE AMENDED TO READ AS FOLLOWS:

549.05 FAILURE TO SECURE DANGEROUS ORDNANCE.

(A) No person, in acquiring, possessing, carrying, or using any dangerous ordnance, shall negligently fail to take proper precautions:

(1) To secure the dangerous ordnance against theft, or against its acquisition or use by any unauthorized or incompetent person;

(2) To insure the safety of persons and property.

(B) Whoever violates this section is guilty of failure to secure dangerous ordnance, a misdemeanor of the first degree.

SECTION IV. That Part 5, Chapter 549 Weapons and Explosives, Section 549.06 Unlawful Transactions in Weapons currently reads as follows:

549.06 UNLAWFUL TRANSACTIONS IN WEAPONS.

(a) No person shall do any of the following:

- (1) When transferring any dangerous ordnance to another, negligently fail to require the transferee to exhibit such identification, license or permit showing the transferee to be authorized to acquire dangerous ordnance pursuant to Ohio R.C. 2923.17, or negligently fail to take a complete record of the transaction and forthwith forward a copy of such record to the sheriff of the county or safety director or police chief of the municipality where the transaction takes place;
- (2) Knowingly fail to report to law enforcement authorities forthwith the loss or theft of any firearm or dangerous ordnance in the person's possession or under the person's control.

(b) Whoever violates this section is guilty of unlawful transactions in weapons. A violation of subsection (a)(1) hereof is a misdemeanor of the second degree. A violation of subsection (a)(2) hereof is a misdemeanor of the fourth degree

SHALL NOW BE AMENDED TO READ AS FOLLOWS:

549.06 UNLAWFUL TRANSACTIONS IN WEAPONS.

(A) No person shall do any of the following:

(1) Recklessly sell, lend, give, or furnish any firearm to any person prohibited by section 2923.13 or 2923.15 of the Revised Code from acquiring or using any firearm, or recklessly sell, lend, give, or furnish any dangerous ordnance to any person prohibited by section 2923.13, 2923.15, or 2923.17 of the Revised Code from acquiring or using any dangerous ordnance;

(2) Possess any firearm or dangerous ordnance with purpose to dispose of it in violation of division (A) of this section;

(3) Except as otherwise provided in division (B) of this section, knowingly solicit, persuade, encourage, or entice a federally licensed firearms dealer or private seller to transfer a firearm or ammunition to any person in a manner prohibited by state or federal law;

(4) Except as otherwise provided in division (B) of this section, with an intent to deceive, knowingly provide materially false information to a federally licensed firearms dealer or private seller;

(5) Except as otherwise provided in division (B) of this section, knowingly procure, solicit, persuade, encourage, or entice a person to act in violation of division (A)(3) or (4) of this section;

(6) When transferring any dangerous ordnance to another, negligently fail to require the transferee to exhibit such identification, license, or permit showing the transferee to be authorized to acquire dangerous ordnance pursuant to section 2923.17 of the Revised Code, or negligently fail to take a complete record of the transaction and forthwith forward a copy of that record to the sheriff of the county or safety director or police chief of the municipality where the transaction takes place;

(7) Knowingly fail to report to law enforcement authorities forthwith the loss or theft of any firearm or dangerous ordnance in the person's possession or under the person's control.

(B) Divisions (A)(3), (4), and (5) of this section do not apply to any of the following:

(1) A law enforcement officer who is acting within the scope of the officer's duties;

(2) A person who is acting in accordance with directions given by a law enforcement officer described in division (B)(1) of this section.

(C) Whoever violates this section is guilty of unlawful transactions in weapons. A violation of division (A)(1) or (2) of this section is a felony of the fourth degree. A violation of division (A)(3), (4), or (5) of this section is a felony of the third degree. A violation of division (A)(6) of this section is a misdemeanor of the first degree. A violation of division (A)(7) of this section is a misdemeanor of the first degree.

(D) As used in this section:

(1) "Ammunition" has the same meaning as in section 2305.401 of the Revised Code.

(2) "Federally licensed firearms dealer" has the same meaning as in section 5502.63 of the Revised Code.

(3) "Materially false information" means information regarding the transfer of a firearm or ammunition that portrays an illegal transaction as legal or a legal transaction as illegal.

(4) "Private seller" means a person who sells, offers for sale, or transfers a firearm or ammunition and who is not a federally licensed firearms dealer.

SECTION V. That Part 5, Chapter 549 Weapons and Explosives, Section 549.07 Underage Purchase of Firearm currently reads as follows:

549.07 UNDERAGE PURCHASE OF FIREARM.

- (a) No person under eighteen years of age shall purchase or attempt to purchase a firearm.
- (b) No person under twenty-one years of age shall purchase or attempt to purchase a handgun, provided that this subsection does not apply to the purchase or attempted purchase of a handgun by a person eighteen years of age or older and under twenty-one years of age if either of the following apply:
 - (1) The person is a law enforcement officer who is properly appointed or employed as a law enforcement officer and has received firearms training approved by the Ohio Peace Officer Training Council or equivalent firearms training.
 - (2) The person is an active or reserve member of the armed services of the United States or the Ohio national guard, or was honorably discharged from military service in the active or reserve armed services of the United States or the Ohio national guard, and the person has received firearms training from the armed services or the national guard or equivalent firearms training.
- (c) Whoever violates subsection (a) hereof is guilty of underage purchase of a firearm, a delinquent act that would be a felony of the fourth degree if it could be committed by an adult. Whoever violates subsection (b) hereof is guilty of underage purchase of a handgun, a misdemeanor of the second degree

SHALL NOW BE AMENDED TO READ AS FOLLOWS:

549.07 UNDERAGE PURCHASE OF FIREARM.

- (A) No person under eighteen years of age shall purchase or attempt to purchase a firearm.
- (B) No person under twenty-one years of age shall purchase or attempt to purchase a handgun, provided that this division does not apply to the purchase or attempted purchase of a handgun by a person eighteen years of age or older and under twenty-one years of age if either of the following apply:
 - (1) The person is a law enforcement officer who is properly appointed or employed as a law enforcement officer and has received firearms training approved by the Ohio peace officer training council or equivalent firearms training.
 - (2) The person is an active or reserve member of the armed services of the United States or the Ohio national guard, or was honorably discharged from military service in the active or reserve armed services of the United States or the Ohio national guard, and the person has received firearms training from the armed services or the national guard or equivalent firearms training.
- (C) Whoever violates division (A) of this section is guilty of underage purchase of a firearm, a delinquent act that would be a felony of the fourth degree if it could be committed by an adult. Whoever violates

division (B) of this section is guilty of underage purchase of a handgun, a misdemeanor of the first degree.

SECTION VI. That Part 5, Chapter 549 Weapons and Explosives, Section 549.09 Carrying Certain Weapons Prohibited currently reads as follows:

549.09 CARRYING CERTAIN WEAPONS PROHIBITED.

- (a) No person shall carry on or about his person any weapon known or designated as brass knuckles, billy, slingshot, sandbag, blackjack or other weapon of similar character, or any knife fitted with a mechanical device for automatic release of the blade, opening the knife and locking the knife in the open position, commonly known as a switch or automatic spring knife.
- (b) This section does not apply to any such weapons designated for use by officers of the law.
- (c) Whoever violates this section is guilty of a misdemeanor of the second degree.

SHALL NOW BE AMENDED TO READ AS FOLLOWS:

549.09 CARRYING CERTAIN WEAPONS PROHIBITED.

- (a) No person shall carry on or about his person any weapon known or designated as brass knuckles, billy, slingshot, sandbag, blackjack or other weapon of similar character, or any knife fitted with a mechanical device for automatic release of the blade, opening the knife and locking the knife in the open position, commonly known as a switch or automatic spring knife.
- (b) This section does not apply to any such weapons designated for use by officers of the law.
- (c) Whoever violates this section is guilty of a misdemeanor of the first degree.

SECTION VII. That Part 5, Chapter 549 Weapons and Explosives, Section 549.10 Slingshot, bow and Arrow or Air Gun currently reads as follows:

549. SLINGSHOT, BOW AND ARROW OR AIR GUN.

- (a) No person shall maliciously or recklessly, by hand or by means of a slingshot, bow, air gun or other similar device, throw, shoot, cast or sling any stone, arrow, pellet or other similar missile.
- (b) A longbow and arrow or crossbow may be used if the bow and arrow or crossbow is used within the regulations set forth by the Ohio Division of Wildlife and rules and regulations established by the Chief of Police.
- (c) Whoever violates this section is guilty of a misdemeanor of the third degree.

SHALL NOW BE AMENDED TO READ AS FOLLOWS:

549. SLINGSHOT, BOW AND ARROW OR AIR GUN.

- (d) No person shall maliciously or recklessly, by hand or by means of a slingshot, bow, air gun or other similar device, throw, shoot, cast or sling any stone, arrow, pellet or other similar missile.
- (e) A longbow and arrow or crossbow may be used if the bow and arrow or crossbow is used within the regulations set forth by the Ohio Division of Wildlife and rules and regulations established by the Chief of Police.
- (c) Whoever violates this section is guilty of a misdemeanor of the first degree.

SECTION VIII. That Part 5, Chapter 549 Weapons and Explosives, Section 549.16 Concealed Handgun licenses; Possession of Revoked or Suspended License; Additional Restrictions; Posting Signs Prohibiting Possession currently reads as follows:

549.16 CONCEALED HANDGUN LICENSES; POSSESSION OF REVOKED OR SUSPENDED LICENSE; ADDITIONAL RESTRICTIONS; POSTING SIGNS PROHIBITING POSSESSION.

(a) Possession of a Revoked or Suspended Concealed Handgun License.

(1) No person, except in the performance of official duties, shall possess a concealed handgun license that was issued and that has been revoked or suspended.

(2) Whoever violates this subsection (a) is guilty of possessing a revoked or suspended concealed handgun license, a misdemeanor of the third degree.

(ORC 2923.1211(B), (C))

(b) Additional Restrictions. Pursuant to Ohio R.C. 2923.126:

(1) A concealed handgun license that is issued under Ohio R.C. 2923.125 shall expire five years after the date of issuance. A licensee who has been issued a license under that section shall be granted a grace period of thirty days after the licensee's license expires during which the licensee's license remains valid. Except as provided in subsection (b)(2) and (b)(3) of this section, a licensee who has been issued a concealed handgun license under Ohio R.C. 2923.125 or 2923.1213 may carry a concealed handgun anywhere in this state if the license is valid when the licensee is in actual possession of a concealed handgun. The licensee shall give notice of any change in the licensee's residence address to the sheriff who issued the license within forty-five days after that change.

(2) A valid concealed handgun license does not authorize the licensee to carry a concealed handgun in any manner prohibited under Ohio R.C. 2923.12(B) or in any manner prohibited under Ohio R.C. 2923.16. A valid license does not authorize the licensee to carry a concealed handgun into any of the following places:

A. A police station, sheriff's office, or state highway patrol station, premises controlled by the bureau of criminal identification and investigation; a state correctional institution, jail, workhouse, or other detention facility; any area of an airport passenger terminal that is beyond a passenger or property screening checkpoint or to which access is restricted through security measures by the airport authority or a public agency; or an institution that is maintained, operated, managed, and governed pursuant to Ohio R.C. 5119.14(A) or Ohio R.C. 5123.03(A)(1);

B. A school safety zone if the licensee's carrying the concealed handgun is in violation of Ohio R.C. 2923.122;

C. A courthouse or another building or structure in which a courtroom is located if the licensee's carrying the concealed handgun is in violation of Ohio R.C. 2923.123;

D. Any premises or open air arena for which a D permit has been issued under Ohio R.C. Chapter 4303 if the licensee's carrying the concealed handgun is in violation of Ohio R.C. 2923.121;

E. Any premises owned or leased by any public or private college, university, or other institution of higher education, unless the handgun is in a locked motor vehicle or the licensee is in the immediate process of placing the handgun in a locked motor vehicle or unless the licensee is carrying the concealed handgun pursuant to a written policy, rule, or other authorization that is adopted by the institution's board of trustees or other governing body and that authorizes specific individuals or classes of individuals to carry a concealed handgun on the premises;

F. Any church, synagogue, mosque, or other place of worship, unless the church, synagogue, mosque, or other place of worship posts or permits otherwise;

G. Any building that is a government facility of this state or a political subdivision of this state and that is not a building that is used primarily as a shelter, restroom, parking facility for motor vehicles, or rest facility and is not a courthouse or other building or structure in which a courtroom is located that is subject to subsection (b)(2)C. of this section, unless the governing body with authority over the building has enacted a statute, ordinance, or policy that permits a licensee to carry a concealed handgun into the building;

H. A place in which federal law prohibits the carrying of handguns.

(3) A. Nothing in this subsection (b) shall negate or restrict a rule, policy, or practice of a private employer that is not a private college, university, or other institution of higher education concerning or prohibiting the presence of firearms on the private employer's premises or property, including motor vehicles owned by the private employer. Nothing in this subsection (b) shall require a private employer of that nature to adopt a rule, policy, or practice concerning or prohibiting the presence of firearms on the private employer's premises or property, including motor vehicles owned by the private employer.

B. 1. A private employer shall be immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto the premises or property of the private employer, including motor vehicles owned by the private employer, unless the private employer acted with malicious purpose. A private employer is immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to the private employer's decision to permit a licensee to bring, or prohibit a licensee from bringing, a handgun onto the premises or property of the private employer.

2. A political subdivision shall be immune from liability in a civil action, to the extent and in the manner provided in Ohio R.C. Chapter 2744, for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto any premises or property owned, leased, or otherwise under the control of the political subdivision. As used in this division, "political subdivision" has the same meaning as in Ohio R.C. 2744.01.

3. An institution of higher education shall be immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto the premises of the institution, including motor vehicles owned by the institution, unless the institution acted with malicious purpose. An institution of higher education is immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to the institution's decision to permit a licensee or class of licensees to bring a handgun onto the premises of the institution.

C. 1. a. Except as provided in subsection (b)(3)C.2. of this section and Ohio R.C. 2923.1214, the owner or person in control of private land or premises, and a private person or entity leasing land or premises owned by the state, the United States, or a political subdivision of the state or the United States, may post a sign in a conspicuous location on that land or on those premises prohibiting persons from carrying firearms or concealed firearms on or onto that land or those premises. Except as otherwise provided in this division, a person who knowingly violates a posted prohibition of that nature is guilty of criminal trespass in violation of Ohio R.C. 2911.21(A)(4) and is guilty of a misdemeanor of the fourth degree. If a person knowingly violates a posted prohibition of that nature and the posted land or premises primarily was a parking lot or other parking facility, the person is not guilty of criminal trespass under Ohio R.C. 2911.21 or under any other criminal law of this State or criminal law, ordinance, or resolution of a political subdivision of this State, and instead is subject only to a civil cause of action for trespass based on the violation.

b. If a person knowingly violates a posted prohibition of the nature described in this subsection and the posted land or premises is a child care center, type A family child care home, or type B family child care home, unless the person is a licensee who resides in a type A family child care home or type B family child care home, the person is guilty of aggravated trespass in violation of Ohio R.C. 2911.211. Except as otherwise provided in this subsection, the offender is guilty of a misdemeanor of the first degree. If the person previously has been convicted of a violation of this subsection or any substantially equivalent state law or municipal ordinance, or of any offense of violence, if the weapon involved is a firearm that is either loaded or for which the offender has ammunition ready at hand, or if the weapon involved is dangerous ordnance, the offender is guilty of a felony to be prosecuted under appropriate state law.

2. A landlord may not prohibit or restrict a tenant who is a licensee and who on or after September 9, 2008 enters into a rental agreement with the landlord for the use of residential premises, and the tenant's guest while the tenant is present, from lawfully carrying or possessing a handgun on those residential premises.

3. As used in subsection (b)(3)C. of this section:

a. "Residential premises" has the same meaning as in Ohio R.C. 5321.01, except "residential premises" does not include a dwelling unit that is owned or operated by a college or university.

b. "Landlord", "tenant", and "rental agreement" have the same meanings as in Ohio R.C. 5321.01.

(4) A person who holds a valid concealed handgun license issued by another state that is recognized by the Attorney General pursuant to a reciprocity agreement entered into pursuant to Ohio R.C. 109.69 or a person who holds a valid concealed handgun license under the circumstances described in Ohio R.C. 109.69(B) has the same right to carry a concealed handgun in this state as a person who was issued a concealed handgun license under Ohio R.C. 2923.125 and is subject to the same restrictions that apply to a person who has been issued a license under that section that is valid at the time in question.

(5) A. A peace officer has the same right to carry a concealed handgun in this State as a person who was issued a concealed handgun license under Ohio R.C. 2923.125, provided that the officer when carrying a concealed handgun under authority of this section is carrying validating identification. For purposes of reciprocity with other States, a peace officer shall be considered to be a licensee in this State.

B. An active duty member of the armed forces of the United States who is carrying a valid military identification card and documentation of successful completion of firearms training that

meets or exceeds the training requirements described in Ohio R.C. 2923.125(G)(1) has the same right to carry a concealed handgun in this state as a person who was issued a concealed handgun license under Ohio R.C. 2923.125 and is subject to the same restrictions as specified in this subsection (b).

C. A tactical medical professional who is qualified to carry firearms while on duty under Ohio R.C. 109.771 has the same right to carry a concealed handgun in this state as a person who was issued a concealed handgun license under Ohio R.C. 2923.125.

(6) A. A qualified retired peace officer who possesses a retired peace officer identification card issued pursuant to subsection (b)(6)B. of this section and a valid firearms requalification certification issued pursuant to subsection (b)(6)C. of this section has the same right to carry a concealed handgun in this state as a person who was issued a concealed handgun license under Ohio R.C. 2923.125 and is subject to the same restrictions that apply to a person who has been issued a license issued under that section that is valid at the time in question. For purposes of reciprocity with other states, a qualified retired peace officer who possesses a retired peace officer identification card issued pursuant to subsection (b)(6)B. of this section and a valid firearms requalification certification issued pursuant to subsection (b)(6)C. of this section shall be considered to be a licensee in this state.

B. 1. Each public agency of this State or of a political subdivision of this State that is served by one or more peace officers shall issue a retired peace officer identification card to any person who retired from service as a peace officer with that agency, if the issuance is in accordance with the agency's policies and procedures and if the person, with respect to the person's service with that agency, satisfies all of the following:

a. The person retired in good standing from service as a peace officer with the public agency, and the retirement was not for reasons of mental instability.

b. Before retiring from service as a peace officer with that agency, the person was authorized to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law and the person had statutory powers of arrest.

c. At the time of the person's retirement as a peace officer with that agency, the person was trained and qualified to carry firearms in the performance of the peace officer's duties.

d. Before retiring from service as a peace officer with that agency, the person was regularly employed as a peace officer for an aggregate of 15 years or more, or, in the alternative, the person retired from service as a peace officer with that agency, after completing any applicable probationary period of that service, due to a service-connected disability, as determined by the agency.

2. A retired peace officer identification card issued to a person under subsection (b)(6)B.1. of this section shall identify the person by name, contain a photograph of the person, identify the public agency of this state or of the political subdivision of this State from which the person retired as a peace officer and that is issuing the identification card, and specify that the person retired in good standing from service as a peace officer with the issuing public agency and satisfies the criteria set forth in subsections (b)(6)B.1.a. to (b)(6)B.1.d. of this section. In addition to the required content specified in this subsection, a retired peace officer identification card issued to a person under subsection (b)(6)B.1. of this section may include the firearms requalification certification described in subsection (b)(6)C. of this section, and if the identification card includes that certification, the identification card shall serve as the firearms requalification certification for the retired peace officer. If the issuing public agency issues credentials to active law enforcement

officers who serve the agency, the agency may comply with subsection (b)(6)B.1. of this section by issuing the same credentials to persons who retired from service as a peace officer with the agency and who satisfy the criteria set forth in subsection (b)(6)B.1.a. to (b)(6)B.1.d. of this section, provided that the credentials so issued to retired peace officers are stamped with the word "RETIRED".

3. A public agency of this state or of a political subdivision of this State may charge persons who retired from service as a peace officer with the agency a reasonable fee for issuing to the person a retired peace officer identification card pursuant to subsection (b)(6)B.1. of this section.

C. 1. If a person retired from service as a peace officer with a public agency of this state or of a political subdivision of this state and the person satisfies the criteria set forth in subsections (b)(6)B.1.a. to (b)(6)B.1.d. of this section, the public agency may provide the retired peace officer with the opportunity to attend a firearms requalification program that is approved for purposes of firearms requalification required under Ohio R.C. 109.801. The retired peace officer may be required to pay the cost of the course.

2. If a retired peace officer who satisfies the criteria set forth in subsections (b)(6)B.1.a. to (b)(6)B.1.d. of this section attends a firearms requalification program that is approved for purposes of firearms requalification required under Ohio R.C. 109.801, the retired peace officer's successful completion of the firearms requalification program requalifies the retired peace officer for purposes of subsection (b)(6) of this section for five years from the date on which the program was successfully completed, and the requalification is valid during that five-year period. If a retired peace officer who satisfies the criteria set forth in subsections (b)(6)B.1.a. to (b)(6)B.1.d. of this section satisfactorily completes such a firearms requalification program, the retired peace officer shall be issued a firearms requalification certification that identifies the retired peace officer by name, identifies the entity that taught the program, specifies that the retired peace officer successfully completed the program, specifies the date on which the course was successfully completed, and specifies that the requalification is valid for five years year from that date of successful completion. The firearms requalification certification for a retired peace officer may be included in the retired peace officer identification card issued to the retired peace officer under subsection (b)(6)B. of this section.

3. A retired peace officer who attends a firearms requalification program that is approved for purposes of firearms requalification required under Ohio R.C. 109.801 may be required to pay the cost of the program.

(7) As used in subsection (b)(6) of this section:

A. "Governing body." Has the same meaning as in Ohio R.C. 154.01.

B. "Government facility of this State or a political subdivision of this State" means any of the following:

1. A building or part of a building that is owned or leased by the government of this State or a political subdivision of this State and where employees of the government of this State or the political subdivision regularly are present for the purpose of performing their official duties as employees of the State or political subdivision;

2. The office of a deputy registrar serving pursuant to Ohio R.C. Chapter 4503 that is used to perform deputy registrar functions.

C. "Qualified retired peace officer" means a person who satisfies all of the following:

1. The person satisfies the criteria set forth in subsections (b)(6)B.1.a. to (b)(6)B.1.d. of this section.

2. The person is not under the influence of alcohol or another intoxicating or hallucinatory drug or substance.

3. The person is not prohibited by Federal law from receiving firearms.

D. "Retired peace officer identification card" means an identification card that is issued pursuant to subsection (b)(6)B. of this section to a person who is a retired peace officer.

E. "Tactical medical professional." Has the same meaning as in Ohio R.C. 109.71.

F. "Validating identification." Means photographic identification issued by the agency for which an individual serves as a peace officer that identifies the individual as a peace officer of the agency.

(ORC 2923.126)

(c) Posting of Signs Prohibiting Possession. Each person, board, or entity that owns or controls any place or premises identified in Ohio R.C. 2923.126(B) as a place into which a valid license does not authorize the licensee to carry a concealed handgun, or a designee of such a person, board, or entity, shall post in the following one or more conspicuous locations in the premises a sign that contains a statement in substantially the following form: "Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises. (ORC 2923.1212)

SHALL NOW BE AMENDED TO READ AS FOLLOWS:

549.16 CONCEALED HANDGUN LICENSES; POSSESSION OF REVOKED OR SUSPENDED LICENSE; ADDITIONAL RESTRICTIONS; POSTING SIGNS PROHIBITING POSSESSION.

(a) Possession of a Revoked or Suspended Concealed Handgun License.

(1) No person, except in the performance of official duties, shall possess a concealed handgun license that was issued and that has been revoked or suspended.

(2) Whoever violates subsection (a) of this section is guilty of possessing a revoked or suspended concealed handgun license, a misdemeanor of the first degree.

(ORC 2923.1211(B), (C))

(b) Additional Restrictions. Pursuant to Ohio R.C. 2923.126:

(A) A concealed handgun license that is issued under section 2923.125 of the Revised Code shall expire five years after the date of issuance. A licensee who has been issued a license under that section shall be granted a grace period of thirty days after the licensee's license expires during which the licensee's license remains valid. Except as provided in divisions (B) and (C) of this section, a licensee who has been issued a concealed handgun license under section 2923.125 or 2923.1213 of the Revised Code may carry a concealed handgun anywhere in this state if the license is valid when the licensee is in actual possession of a concealed handgun.

The licensee shall give notice of any change in the licensee's residence address to the sheriff who issued the license within forty-five days after that change.

(B) A valid concealed handgun license does not authorize the licensee to carry a concealed handgun in any manner prohibited under division (B) of section 2923.12 of the Revised Code or in any manner prohibited under section 2923.16 of the Revised Code. A valid license does not authorize the licensee to carry a concealed handgun into any of the following places:

(1) A police station, sheriff's office, or state highway patrol station, premises controlled by the bureau of criminal identification and investigation; a state correctional institution, jail, workhouse, or other detention facility; any area of an airport passenger terminal that is beyond a passenger or property screening checkpoint or to which access is restricted through security measures by the airport authority or a public agency; or an institution that is maintained, operated, managed, and governed pursuant to division (A) of section 5119.14 of the Revised Code or division (A)(1) of section 5123.03 of the Revised Code;

(2) A school safety zone if the licensee's carrying the concealed handgun is in violation of section 2923.122 of the Revised Code;

(3) A courthouse or another building or structure in which a courtroom is located if the licensee's carrying the concealed handgun is in violation of section 2923.123 of the Revised Code;

(4) Any premises or open air arena for which a D permit has been issued under Chapter 4303. of the Revised Code if the licensee's carrying the concealed handgun is in violation of section 2923.121 of the Revised Code;

(5) Any premises owned or leased by any public or private college, university, or other institution of higher education, unless the handgun is in a locked motor vehicle or the licensee is in the immediate process of placing the handgun in a locked motor vehicle or unless the licensee is carrying the concealed handgun pursuant to a written policy, rule, or other authorization that is adopted by the institution's board of trustees or other governing body and that authorizes specific individuals or classes of individuals to carry a concealed handgun on the premises;

(6) Any church, synagogue, mosque, or other place of worship, unless the church, synagogue, mosque, or other place of worship posts or permits otherwise;

(7) Any building that is a government facility of this state or a political subdivision of this state and that is not a building that is used primarily as a shelter, restroom, parking facility for motor vehicles, or rest facility and is not a courthouse or other building or structure in which a courtroom is located that is subject to division (B)(3) of this section, unless the governing body with authority over the building has enacted a statute, ordinance, or policy that permits a licensee to carry a concealed handgun into the building;

(8) A place in which federal law prohibits the carrying of handguns.

(C)(1) Nothing in this section shall negate or restrict a rule, policy, or practice of a private employer that is not a private college, university, or other institution of higher education concerning or prohibiting the presence of firearms on the private employer's premises or property, including motor vehicles owned by the private employer. Nothing in this section shall require a private employer of that nature to adopt a rule, policy, or practice concerning or prohibiting the presence of firearms on the private employer's premises or property, including motor vehicles owned by the private employer.

(2)(a) A private employer shall be immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto the premises or property of the private employer, including motor vehicles owned by the private employer, unless the private employer acted with malicious purpose. A private employer is immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to the private employer's decision to permit a licensee to bring, or prohibit a licensee from bringing, a handgun onto the premises or property of the private employer.

(b) A political subdivision shall be immune from liability in a civil action, to the extent and in the manner provided in Chapter 2744. of the Revised Code, for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto any premises or property owned, leased, or otherwise under the control of the political subdivision. As used in this division, "political subdivision" has the same meaning as in section 2744.01 of the Revised Code.

(c) An institution of higher education shall be immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto the premises of the institution, including motor vehicles owned by the institution, unless the institution acted with malicious purpose. An institution of higher education is immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to the institution's decision to permit a licensee or class of licensees to bring a handgun onto the premises of the institution.

(d) A nonprofit corporation shall be immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto the premises of the nonprofit corporation, including any motor vehicle owned by the nonprofit corporation, or to any event organized by the nonprofit corporation, unless the nonprofit corporation acted with malicious purpose. A nonprofit corporation is immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to the nonprofit corporation's decision to permit a licensee to bring a handgun onto the premises of the nonprofit corporation or to any event organized by the nonprofit corporation. The immunities described in this division apply to an entity that leases its property to the nonprofit corporation or permits its property to be used by the nonprofit corporation for any purpose.

(3)(a) Except as provided in division (C)(3)(b) of this section and section 2923.1214 of the Revised Code, the owner or person in control of private land or premises, and a private person or

entity leasing land or premises owned by the state, the United States, or a political subdivision of the state or the United States, may post a sign in a conspicuous location on that land or on those premises prohibiting persons from carrying firearms or concealed firearms on or onto that land or those premises. Except as otherwise provided in this division, a person who knowingly violates a posted prohibition of that nature is guilty of criminal trespass in violation of division (A)(4) of section 2911.21 of the Revised Code and is guilty of a misdemeanor of the first degree. If a person knowingly violates a posted prohibition of that nature and the posted land or premises primarily was a parking lot or other parking facility, the person is not guilty of criminal trespass under section 2911.21 of the Revised Code or under any other criminal law of this state or criminal law, ordinance, or resolution of a political subdivision of this state, and instead is subject only to a civil cause of action for trespass based on the violation.

If a person knowingly violates a posted prohibition of the nature described in this division and the posted land or premises is a child care center, type A family child care home, or type B family child care home, unless the person is a licensee who resides in a type A family child care home or type B family child care home, the person is guilty of aggravated trespass in violation of section 2911.211 of the Revised Code. Except as otherwise provided in this division, the offender is guilty of a misdemeanor of the first degree. If the person previously has been convicted of a violation of this division or of any offense of violence, if the weapon involved is a firearm that is either loaded or for which the offender has ammunition ready at hand, or if the weapon involved is dangerous ordnance, the offender is guilty of a felony of the fourth degree.

(b) A landlord may not prohibit or restrict a tenant who is a licensee and who on or after September 9, 2008, enters into a rental agreement with the landlord for the use of residential premises, and the tenant's guest while the tenant is present, from lawfully carrying or possessing a handgun on those residential premises.

(c) As used in division (C)(3) of this section:

(i) "Residential premises" has the same meaning as in section 5321.01 of the Revised Code, except "residential premises" does not include a dwelling unit that is owned or operated by a college or university.

(ii) "Landlord," "tenant," and "rental agreement" have the same meanings as in section 5321.01 of the Revised Code.

(D) A person who holds a valid concealed handgun license issued by another state that is recognized by the attorney general pursuant to a reciprocity agreement entered into pursuant to section 109.69 of the Revised Code or a person who holds a valid concealed handgun license under the circumstances described in division (B) of section 109.69 of the Revised Code has the same right to carry a concealed handgun in this state as a person who was issued a concealed handgun license under section 2923.125 of the Revised Code and is subject to the same restrictions that apply to a person who has been issued a license under that section that is valid at the time in question.

(E)(1) A peace officer has the same right to carry a concealed handgun in this state as a person who was issued a concealed handgun license under section 2923.125 of the Revised Code, provided that the officer when carrying a concealed handgun under authority of this division is

carrying validating identification. For purposes of reciprocity with other states, a peace officer shall be considered to be a licensee in this state.

(2) An active duty member of the armed forces of the United States who is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in division (G)(1) of section 2923.125 of the Revised Code has the same right to carry a concealed handgun in this state as a person who was issued a concealed handgun license under section 2923.125 of the Revised Code and is subject to the same restrictions as specified in this section.

(3) A tactical medical professional who is qualified to carry firearms while on duty under section 109.771 of the Revised Code has the same right to carry a concealed handgun in this state as a person who was issued a concealed handgun license under section 2923.125 of the Revised Code.

(4) A fire investigator who is qualified to carry firearms while on duty under section 109.774 of the Revised Code has the same right to carry a concealed handgun in this state as a person who was issued a concealed handgun license under section 2923.125 of the Revised Code.

(F)(1) A qualified retired peace officer who possesses a retired peace officer identification card issued pursuant to division (F)(2) of this section and a valid firearms requalification certification issued pursuant to division (F)(3) of this section has the same right to carry a concealed handgun in this state as a person who was issued a concealed handgun license under section 2923.125 of the Revised Code and is subject to the same restrictions that apply to a person who has been issued a license issued under that section that is valid at the time in question. For purposes of reciprocity with other states, a qualified retired peace officer who possesses a retired peace officer identification card issued pursuant to division (F)(2) of this section and a valid firearms requalification certification issued pursuant to division (F)(3) of this section shall be considered to be a licensee in this state.

(2)(a) Each public agency of this state or of a political subdivision of this state that is served by one or more peace officers shall issue a retired peace officer identification card to any person who retired from service as a peace officer with that agency, if the issuance is in accordance with the agency's policies and procedures and if the person, with respect to the person's service with that agency, satisfies all of the following:

(i) The person retired in good standing from service as a peace officer with the public agency, and the retirement was not for reasons of mental instability.

(ii) Before retiring from service as a peace officer with that agency, the person was authorized to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law and the person had statutory powers of arrest.

(iii) At the time of the person's retirement as a peace officer with that agency, the person was trained and qualified to carry firearms in the performance of the peace officer's duties.

(iv) Before retiring from service as a peace officer with that agency, the person was regularly employed as a peace officer for an aggregate of fifteen years or more, or, in the alternative, the person retired from service as a peace officer with that agency, after completing any applicable probationary period of that service, due to a service-connected disability, as determined by the agency.

(b) A retired peace officer identification card issued to a person under division (F)(2)(a) of this section shall identify the person by name, contain a photograph of the person, identify the public agency of this state or of the political subdivision of this state from which the person retired as a peace officer and that is issuing the identification card, and specify that the person retired in good standing from service as a peace officer with the issuing public agency and satisfies the criteria set forth in divisions (F)(2)(a)(i) to (iv) of this section. In addition to the required content specified in this division, a retired peace officer identification card issued to a person under division (F)(2)(a) of this section may include the firearms requalification certification described in division (F)(3) of this section, and if the identification card includes that certification, the identification card shall serve as the firearms requalification certification for the retired peace officer. If the issuing public agency issues credentials to active law enforcement officers who serve the agency, the agency may comply with division (F)(2)(a) of this section by issuing the same credentials to persons who retired from service as a peace officer with the agency and who satisfy the criteria set forth in divisions (F)(2)(a)(i) to (iv) of this section, provided that the credentials so issued to retired peace officers are stamped with the word "RETIRED."

(c) A public agency of this state or of a political subdivision of this state may charge persons who retired from service as a peace officer with the agency a reasonable fee for issuing to the person a retired peace officer identification card pursuant to division (F)(2)(a) of this section.

(3) If a person retired from service as a peace officer with a public agency of this state or of a political subdivision of this state and the person satisfies the criteria set forth in divisions (F)(2)(a)(i) to (iv) of this section, the public agency may provide the retired peace officer with the opportunity to attend a firearms requalification program that is approved for purposes of firearms requalification required under section 109.801 of the Revised Code. The retired peace officer may be required to pay the cost of the course.

If a retired peace officer who satisfies the criteria set forth in divisions (F)(2)(a)(i) to (iv) of this section attends a firearms requalification program that is approved for purposes of firearms requalification required under section 109.801 of the Revised Code, the retired peace officer's successful completion of the firearms requalification program requalifies the retired peace officer for purposes of division (F) of this section for five years from the date on which the program was successfully completed, and the requalification is valid during that five-year period. If a retired peace officer who satisfies the criteria set forth in divisions (F)(2)(a)(i) to (iv) of this section satisfactorily completes such a firearms requalification program, the retired peace officer shall be issued a firearms requalification certification that identifies the retired peace officer by name, identifies the entity that taught the program, specifies that the retired peace officer successfully completed the program, specifies the date on which the course was successfully completed, and specifies that the requalification is valid for five years from that date of successful completion. The firearms requalification certification for a retired peace officer may be included in the retired

peace officer identification card issued to the retired peace officer under division (F)(2) of this section.

A retired peace officer who attends a firearms requalification program that is approved for purposes of firearms requalification required under section 109.801 of the Revised Code may be required to pay the cost of the program.

(G) As used in this section:

(1) "Qualified retired peace officer" means a person who satisfies all of the following:

(a) The person satisfies the criteria set forth in divisions (F)(2)(a)(i) to (v) of this section.

(b) The person is not under the influence of alcohol or another intoxicating or hallucinatory drug or substance.

(c) The person is not prohibited by federal law from receiving firearms.

(2) "Retired peace officer identification card" means an identification card that is issued pursuant to division (F)(2) of this section to a person who is a retired peace officer.

(3) "Government facility of this state or a political subdivision of this state" means any of the following:

(a) A building or part of a building that is owned or leased by the government of this state or a political subdivision of this state and where employees of the government of this state or the political subdivision regularly are present for the purpose of performing their official duties as employees of the state or political subdivision;

(b) The office of a deputy registrar serving pursuant to Chapter 4503. of the Revised Code that is used to perform deputy registrar functions.

(4) "Governing body" has the same meaning as in section 154.01 of the Revised Code.

(5) "Tactical medical professional" has the same meaning as in section 109.71 of the Revised Code.

(6) "Validating identification" means photographic identification issued by the agency for which an individual serves as a peace officer that identifies the individual as a peace officer of the agency.

(7) "Nonprofit corporation" means any private organization that is exempt from federal income taxation pursuant to subsection 501(a) and described in subsection 501(c) of the Internal Revenue Code.

(8) "Fire investigator" has the same meaning as in section 109.71 of the Revised Code.

(ORC 2923.126)

(c) Posting of Signs Prohibiting Possession

Each person, board, or entity that owns or controls any place or premises identified in division (B) of section 2923.126 of the Revised Code as a place into which a valid license does not authorize the licensee to carry a concealed handgun, or a designee of such a person, board, or entity, shall post in one or more conspicuous locations in the premises a sign that contains a statement in substantially the following form: "Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises."

(ORC 2923.1212)

SECTION IX. 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 X. That this ordinance is declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and property and to enable the City to immediately hold offenders of the ordinances described herein to a higher degree of accountability. Therefore, this ordinance shall take effect immediately upon passage and approval by the Mayor.

PASSED: _____, 2025

MAYOR

ATTEST: _____, CLERK

PRESIDENT OF COUNCIL

APPROVED: _____, 2025