



319 Black River Lane  
Lorain, Ohio 44052  
440.204.2269  
[lorainportauthority.com](http://lorainportauthority.com)

DATE: February 5, 2021  
TO: Board of Directors  
FROM: Jeff Zellers, Chairman, Contract Management Committee  
SUBJECT: Meeting Notice

---

Please be advised that a Contract Management Committee Meeting has been scheduled for 6:00 p.m. on

Tuesday, February 9, 2021

Location:  
Zoom (online)  
Watch Live via YouTube  
[https://www.youtube.com/channel/UCy0bG6ihndcJYtpV48vi\\_\\_A](https://www.youtube.com/channel/UCy0bG6ihndcJYtpV48vi__A)

cc: Mayor/Administration  
City Council  
Media

**Lorain Port and Finance Authority**  
Contract Management Committee Meeting  
Tuesday, February 9, 2021, at 6:00 p.m.  
Zoom

**AGENDA**

---

- I. Roll Call
- II. Disposition of Meeting Minutes
  - A. November 10, 2020, Contract Management Committee Meeting
- III. Report of Chairman
  - A. Aable Rents Stage Top Proposals
    - Staff Presenter: Kelsey Leyva-Smith, Office Manager*
  - B. LoCo ‘Yaks Sublease Agreement 2021-2023
    - 1. Shipping Container Approval
      - Staff Presenter: Tom Brown, Executive Director*
  - C. Financial Advisor Agreement
    - Staff Presenter: Tiffany McClelland, Assistant Director*
- IV. Other Business
- V. Adjournment

**Lorain Port and Finance Authority**  
**Board of Directors**  
**Contract Management Committee Meeting**  
**Port Office**  
**Tuesday, November 10, 2020, at 6:30 p.m.**

**Committee Members:** Messrs. Kuszniir, Nielsen, Sommers, Zellers and Zgonc

**Board of Directors:** Messrs. Bansek (6:42 p.m.), Davila (6:34 p.m.), Mullins (6:38 p.m.) and Veard

**Staff:** Tom Brown, Executive Director  
Tiffany McClelland, Economic Development Director  
Yvonne Smith, Accountant  
Kelsey Leyva, Office Manager  
Lil, Goose Dog

**Guests:** None.

**I. Roll Call**

A. The meeting was called to order at 6:30 p.m. by Chairman Jeff Zellers with roll call indicating a quorum present.

**II. Disposition of Meeting Minutes**

A. September 8, 2020, Contract Management Committee Meeting: Without question, Mr. Sommers moved to approve the meeting minutes. Second by Mr. Zgonc. Motion carried.

**III. Report of Chairman**

**A. Chairman**

1. MTC Horticultural Services Proposed 2021-2023 Grounds Maintenance Contract: Mr. Zellers said we're here to talk about the grounds maintenance contract. Mr. Brown said the last time we went out to bid was in 2017. What has happened in the past is companies underbid the project and then can't handle the sites. MTC Horticultural Services came in very highly recommended at just under \$65,000. They struggled a bit in year one. It was a lot more mulch than anticipated and we added some additional property. In 2018 we decided to open additional purchase

orders for extra projects and that helped MTC in years two and three. We've always been pleased with their performance. They work hard and they're very competitive with prices. Only a handful of issues in three years. Always rectified promptly. The site always passes the bridge test when driving by. We're very happy and have a great relationship. Mr. Brown said the new contract has few additions. The additional include an extra treatment for hand weeding and fall cleanup and additional mowing in the fall. After it's all said and done, this new 3-year contract is a 2.75 percent increase that is locked in for three years. Mr. Zellers confirmed it's a fixed amount and Mr. Brown said yes, the contract would be \$74,405 in 2021, 2022 and 2023. Mr. Sommers said Black River Landing always looks nice. Mr. Zellers asked if the terminology was correct in the resolution language. Mrs. Smith said yes, the resolution had been used for many years. Mr. Nielsen moved to recommend it to the full committee. Mr. Zgonc second. Motion carried.

#### **IV. Other Business**

- A.** Mr. Brown brought up the Lorain Rotary Sunset Pier Project and their recent ask for us to be their fiduciary. After talking with Mrs. Smith and considering the options, she and Mr. Brown agreed it didn't make sense for us to accept donations on the Rotary's behalf as it complicates the process. The circumstances are different when we have a grant in place, such as our acting as the fiduciary for the Kelleys Island Ferry Boat Line Project. Mr. Brown said it would be possible for us to act as fiduciary for the Rotary Club, but we would need to negotiate a fee. The project is to build an 800-foot pier on the west side of Lakeview Park. Mr. Brown said the Rotary Club is receiving donations, but he and Mrs. Smith don't want to act as fiduciary for them until a grant is secured. Mr. Zellers confirmed KIFBL Project was different because that project already had a federal grant in place. Mr. Brown said yes. The Rotary Club applied for a grant that's distributed in 2022. Mr. Zellers asked if Mr. Brown's opinion would change if a grant was involved. Mr. Brown said yes, his feelings would change if Rotary had the funding behind it. It is

premature for the Port to get involved at this time. Mr. Veard said part of the problem is they want to do samples. Mr. Zgonc asked if we have the staff and time to focus on the Rotary project. Mr. Brown said yes. Mr. Brown said he plans to start researching what the structure would look like if they got the grant funding. Mr. Sommers asked where the pier would go. Mr. Brown said it would be west of Lakeview Beach. Mr. Zgonc asked where this would fit in our strategic plan. Mr. Brown said it would if we could establish a fee structure for managing the project.

**V. Adjournment**

- A.** There being no further business to come before the board, Mr. Sommers moved to adjourn. Second by Mr. Zgonc. Meeting adjourned at 6:45 p.m.

---

Jeff Zellers, Chairman

---

Tom Brown, Executive Director

LICENSEE/PURCHASER--TAKE NOTICE. Licensor/Seller uses great care to have all of its equipment in good order and repair, gives no warranty expressed or implied of merchantability or fitness or as to condition, quality or any other matter of any equipment sent out, and will in no way be responsible for damages resulting while in user's possession. Licensee/Purchaser acknowledges that the merchandise and/or equipment has been inspected and received in good condition and accepted as is, and the Licensee/Purchaser agrees to save and hold harmless the Licensor/Seller for any damages sustained from same while in user's possession. There are no warranties which extend beyond the description on the face hereof.

Licensee is responsible for said equipment and agrees to protect same from all loss and damage.

Licensee further agrees not to release or redeliver said equipment to any other person, firm or corporation without the written consent to licensor. Title to said equipment shall at all times be in licensor and this transaction is a bailment only.

Upon return/receipt of equipment; shortage or damages will be billed at current AAble Rents replacement costs. AAble Rents estimates and counts are to be accepted as correct.

Licensee agrees to operate said equipment only in the manner for which it is intended and not to attempt to make any repairs of any nature, kind or description and in the event said equipment becomes inoperative, licensor is to notified at once. Licensee agrees to return said equipment to licensor upon demand.

All items described on the face of this invoice are accepted by Licensee/Purchaser in their present "as is" condition in accordance with this agreement.

In the event that renter/user has directed that the rental charges hereunder be billed to another person or organization, and payment is not made by such person or organization within ten (10) days after invoice date, renter/user shall promptly upon receiving notice of nonpayment, pay said rental charges and such additional or other charges as may be added to the outstanding balance pursuant to the terms thereof.

All unpaid bills are subject to 1.5% per month service charge commencing 7 days from billing date. This is an annual rate of 18%.

Purchaser agrees to surrender equipment not paid in full at request of Seller. It is agreed that Seller may enter premises where equipment is in use and take possession without legal action. Title to said equipment will not pass to Purchaser until paid in full.

Licensee/Purchaser acknowledges having read the foregoing terms and conditions and agrees to be bound thereby and further agrees to pay the rental rates and/or purchase price set forth on the foregoing invoice. In the event Licensor/Seller is called upon to pay any expenses or attorney's fees to enforce this agreement, the same shall be paid by Licensee/Purchaser.

Licensor/Seller limits its liability to the lessor of cost of repair, replacement or rental value of the goods and equipment listed on the face of this agreement. Under no circumstances shall the Licensor/Seller be liable for any type of consequential damages.

Licensor/Seller objects in advance to any changes, additions and/or modifications to the terms and conditions of this contract unless Licensor/Seller specifically consents thereto in writing signed by an officer of AAble Rents.

LIMITATION OF LIABILITY: IN NO EVENT SHALL AABLE RENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER AND AABLE RENTS LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH THE LIABILITY IS CLAIMED. CUSTOMER'S SOLE REMEDY SHALL BE LIMITED TO EITHER THE COST OF SAID GOODS OR SERVICES, OR REPLACEMENT THEREOF, AT THE OPTION OF AABLE RENTS. ANY ACTION FOR BREACH OF CONTRACT OR BREACH OF WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, NOTICE OF ANY CLAIMS MUST BE MADE IN WRITING WITHIN THIRTY (30) DAYS.

APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws of the State of Ohio. CHOICE OF FORUM AND JURISDICTION: The parties agree that this Agreement, and the obligations and duties created hereby, are to be performed in the State of Ohio. The parties hereto agree that neither of them shall commence any action whatsoever, at law or in equity, for any matter or assert any claims relating to or arising from this agreement or the relationship of the parties, in any court other than those located in the County of Cuyahoga, State of Ohio. The parties hereto hereby consent to the jurisdiction of the state and federal courts located in Cuyahoga County, State of Ohio, for the litigation of any claims that exist or arise between them now or in the future. The parties hereby stipulate that venue, as well as jurisdiction, is proper only in Euclid Municipal Court or Cuyahoga County Court of Common Pleas, or U.S. District Court for the Northern District of Ohio, Eastern Division.



1365 Chardon Rd.  
 Euclid, OH 44117  
 www.aablerents.com  
 216-692-9800 Phone  
 216-738-3669 Fax

**Status: Quote**  
 Quote #: q17517

Will Call: Mon 2/1/2021 8:30AM  
 Return: Fri 4/30/2021 5:00PM  
 Operator: Gene Ogle  
 Terms: ON ACCOUNT

Customer #: 5343

LORAIN PORT AUTHORITY,  
 421 BLACK RIVER LANE  
 LORAIN, OH 44052

Phone 440-204-2273

Job Descr: 2021 - Cleaning

Ordered By: Kelsey Leyva 440 204-2267  
 Salesman: GENE OGLE gene@aablerents.com

Qty	Items	Each	Price
5600	70x80 Band Shelter (3 pieces) Scrub, wash and dry	\$0.60	\$3,360.00

**\*\* QUOTE ONLY \*\* REQUIRES SIGNED CONTRACT AND DEPOSIT TO RESERVE \*\***

		<b>Sales:</b> \$3,360.00			
<b>Subtotal:</b> \$3,360.00			<b>Total:</b> \$3,360.00	<b>Paid:</b> \$0.00	<b>Amount Due:</b> \$3,360.00

THIS IS A QUOTE ONLY. Prices are subject to change without notice, but generally honored for 30 days from quote date. Contact the office for an updated quote if needed. 50% Deposit due to confirm and reserve items on quote. If the order is cancelled outside of 30 days from DELIVERY/WILL CALL DATE then your deposit is refunded in full. If the order is cancelled (or any LARGE PORTION of the order, such as the TENT) 11-29 days before DELIVERY/WILL CALL DATE then 50% of your deposit is refunded. If the order (or any LARGE PORTION of the order, such as the TENT) is cancelled within 10 days of DELIVERY/WILL CALL DATE then you forfeit the deposit. If the order is cancelled day of delivery, then a labor charge applies on top of your deposit for the loading and unloading of the delivery truck. The amount of this charge is subject to the order size, and the labor cost we incur during the loading and unloading of the truck(s) needed to make your delivery. There is a 3% surcharge for ALL credit/debit transactions.

WILL CALL orders can be reserved using a credit/debit card on file if customer prefers to pay CASH on pickup. If customer cancels/no shows our cancellation policy applies. Electrical items, if applicable, will arrive after the tent is constructed. AAble Rents is not responsible for any damage that may occur during the delivery, set up or pick up of equipment from the delivery address stated above. Any changes to this order MUST be made by NOON the day BEFORE delivery. The Customer must verify all counts on delivery and pickup to avoid shortage billing. Any problems with damaged, unusable equipment must be reported to our 24 hour answering service prior to usage. The Customer assumes possession of all equipment and is responsible for damage and loss prior to AAble Rents reassuming possession. All food serving items are to be returned rinsed and free of food or beverage residue. All food items are subject to a cleaning charge at 50% of the rental. Grills are to be emptied and cooled. The Customer is liable for underground tent stake damage. The customer is responsible for posting NO SMOKING signs if their municipality requires it. The Customer agrees to pay ALL collection costs, including reasonable attorney fees, if Customer fails to pay within terms.

The terms of the agreement on the reverse side are incorporated herein and are a part hereof, and I acknowledge the I have read and received a copy thereof. AAble Rents gives no warranties, expressed or implied as to the fitness for a particular purpose.

**Signature:**

LORAIN PORT AUTHORITY,

LICENSEE/PURCHASER--TAKE NOTICE. Licensor/Seller uses great care to have all of its equipment in good order and repair, gives no warranty expressed or implied of merchantability or fitness or as to condition, quality or any other matter of any equipment sent out, and will in no way be responsible for damages resulting while in user's possession. Licensee/Purchaser acknowledges that the merchandise and/or equipment has been inspected and received in good condition and accepted as is, and the Licensee/Purchaser agrees to save and hold harmless the Licensor/Seller for any damages sustained from same while in user's possession. There are no warranties which extend beyond the description on the face hereof.

Licensee is responsible for said equipment and agrees to protect same from all loss and damage.

Licensee further agrees not to release or redeliver said equipment to any other person, firm or corporation without the written consent to licensor. Title to said equipment shall at all times be in licensor and this transaction is a bailment only.

Upon return/receipt of equipment; shortage or damages will be billed at current AAble Rents replacement costs. AAble Rents estimates and counts are to be accepted as correct.

Licensee agrees to operate said equipment only in the manner for which it is intended and not to attempt to make any repairs of any nature, kind or description and in the event said equipment becomes inoperative, licensor is to notified at once. Licensee agrees to return said equipment to licensor upon demand.

All items described on the face of this invoice are accepted by Licensee/Purchaser in their present "as is" condition in accordance with this agreement.

In the event that renter/user has directed that the rental charges hereunder be billed to another person or organization, and payment is not made by such person or organization within ten (10) days after invoice date, renter/user shall promptly upon receiving notice of nonpayment, pay said rental charges and such additional or other charges as may be added to the outstanding balance pursuant to the terms thereof.

All unpaid bills are subject to 1.5% per month service charge commencing 7 days from billing date. This is an annual rate of 18%.

Purchaser agrees to surrender equipment not paid in full at request of Seller. It is agreed that Seller may enter premises where equipment is in use and take possession without legal action. Title to said equipment will not pass to Purchaser until paid in full.

Licensee/Purchaser acknowledges having read the foregoing terms and conditions and agrees to be bound thereby and further agrees to pay the rental rates and/or purchase price set forth on the foregoing invoice. In the event Licensor/Seller is called upon to pay any expenses or attorney's fees to enforce this agreement, the same shall be paid by Licensee/Purchaser.

Licensor/Seller limits its liability to the lessor of cost of repair, replacement or rental value of the goods and equipment listed on the face of this agreement. Under no circumstances shall the Licensor/Seller be liable for any type of consequential damages.

Licensor/Seller objects in advance to any changes, additions and/or modifications to the terms and conditions of this contract unless Licensor/Seller specifically consents thereto in writing signed by an officer of AAble Rents.

LIMITATION OF LIABILITY: IN NO EVENT SHALL AABLE RENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER AND AABLE RENTS LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH THE LIABILITY IS CLAIMED. CUSTOMER'S SOLE REMEDY SHALL BE LIMITED TO EITHER THE COST OF SAID GOODS OR SERVICES, OR REPLACEMENT THEREOF, AT THE OPTION OF AABLE RENTS. ANY ACTION FOR BREACH OF CONTRACT OR BREACH OF WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, NOTICE OF ANY CLAIMS MUST BE MADE IN WRITING WITHIN THIRTY (30) DAYS.

APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws of the State of Ohio. CHOICE OF FORUM AND JURISDICTION: The parties agree that this Agreement, and the obligations and duties created hereby, are to be performed in the State of Ohio. The parties hereto agree that neither of them shall commence any action whatsoever, at law or in equity, for any matter or assert any claims relating to or arising from this agreement or the relationship of the parties, in any court other than those located in the County of Cuyahoga, State of Ohio. The parties hereto hereby consent to the jurisdiction of the state and federal courts located in Cuyahoga County, State of Ohio, for the litigation of any claims that exist or arise between them now or in the future. The parties hereby stipulate that venue, as well as jurisdiction, is proper only in Euclid Municipal Court or Cuyahoga County Court of Common Pleas, or U.S. District Court for the Northern District of Ohio, Eastern Division.





1365 Chardon Rd.  
 Euclid, OH 44117  
 www.aablerents.com  
 216-692-9800 Phone  
 216-738-3669 Fax

**Status: Quote**  
 Quote #: q17518

Event Beg: Mon 5/ 3/2021 8:30AM  
 Return: Sat 5/ 8/2021 6:00PM  
 Operator: Gene Ogle  
 Terms: ON ACCOUNT

Customer #: 5343

LORAIN PORT AUTHORITY,  
 421 BLACK RIVER LANE  
 LORAIN, OH 44052

Phone 440-204-2273

Job Descr: 2021 - Installation

Ordered By: Kelsey Leyva 440 204-2267  
 Salesman: GENE OGLE gene@aablerents.com

**Delivery Mon 5/ 3/2021 8:00AM**

Kelsey Leyva 440-204-2267  
 Black River Landing  
 421 BLACK RIVER LANE  
 LORAIN, OH 44052

can delivery any day this week - weather conditions will dictate this.

Qty	Items	Each	Price
1	Tent Ox	\$450.00	\$450.00
1	45' Genie Boom Lift	\$275.00	\$275.00
1	45' Genie Boom Lift Delivery Charge	\$300.00	\$300.00
1	**** Freight Charge **** 2 trucks driving 156 miles round trip	\$423.00	\$423.00
2	Railing install 8-9 guys on site; roughly 12 hours total	\$65.00	\$130.00
88	Bandshell install 8-9 guys on site; roughly 12 hours total	\$65.00	\$5,720.00

**\*\* QUOTE ONLY \*\* REQUIRES SIGNED CONTRACT AND DEPOSIT TO RESERVE \*\***

<b>Rental Retail</b> \$725.00		<b>Sales:</b> \$6,573.00			
<b>Subtotal:</b> \$7,298.00			<b>Total:</b> \$7,298.00	<b>Paid:</b> \$0.00	<b>Amount Due:</b> \$7,298.00

THIS IS A QUOTE ONLY. Prices are subject to change without notice, but generally honored for 30 days from quote date. Contact the office for an updated quote if needed. 50% Deposit due to confirm and reserve items on quote. If the order is cancelled outside of 30 days from DELIVERY/WILL CALL DATE then your deposit is refunded in full. If the order is cancelled (or any LARGE PORTION of the order, such as the TENT) 11-29 days before DELIVERY/WILL CALL DATE then 50% of your deposit is refunded. If the order (or any LARGE PORTION of the order, such as the TENT) is cancelled within 10 days of DELIVERY/WILL CALL DATE then you forfeit the deposit. If the order is cancelled day of delivery, then a labor charge applies on top of your deposit for the loading and unloading of the delivery truck. The amount of this charge is subject to the order size, and the labor cost we incur during the loading and unloading of the truck(s) needed to make your delivery. There is a 3% surcharge for ALL credit/debit transactions.

WILL CALL orders can be reserved using a credit/debit card on file if customer prefers to pay CASH on pickup. If customer cancels/no shows our cancellation policy applies. Electrical items, if applicable, will arrive after the tent is constructed. A Able Rents is not responsible for any damage that may occur during the delivery, set up or pick up of equipment from the delivery address stated above. Any changes to this order MUST be made by NOON the day BEFORE delivery. The Customer must verify all counts on delivery and pickup to avoid shortage billing. Any problems with damaged, unusable equipment must be reported to our 24 hour answering service prior to usage. The Customer assumes possession of all equipment and is responsible for damage and loss prior to A Able Rents reassuming possession. All food serving items are to be returned rinsed and free of food or beverage residue. All food items are subject to a cleaning charge at 50% of the rental. Grills are to be emptied and cooled. The Customer is liable for underground tent stake damage. The customer is responsible for posting NO SMOKING signs if their municipality requires it. The Customer agrees to pay ALL collection costs, including reasonable attorney fees, if Customer fails to pay within terms.

The terms of the agreement on the reverse side are incorporated herein and are a part hereof, and I acknowledge the I have read and received a copy thereof. A Able Rents gives no warranties, expressed or implied as to the fitness for a particular purpose.

**Signature:**

LORAIN PORT AUTHORITY,

LICENSEE/PURCHASER--TAKE NOTICE. Licensor/Seller uses great care to have all of its equipment in good order and repair, gives no warranty expressed or implied of merchantability or fitness or as to condition, quality or any other matter of any equipment sent out, and will in no way be responsible for damages resulting while in user's possession. Licensee/Purchaser acknowledges that the merchandise and/or equipment has been inspected and received in good condition and accepted as is, and the Licensee/Purchaser agrees to save and hold harmless the Licensor/Seller for any damages sustained from same while in user's possession. There are no warranties which extend beyond the description on the face hereof.

Licensee is responsible for said equipment and agrees to protect same from all loss and damage.

Licensee further agrees not to release or redeliver said equipment to any other person, firm or corporation without the written consent to licensor. Title to said equipment shall at all times be in licensor and this transaction is a bailment only.

Upon return/receipt of equipment; shortage or damages will be billed at current AAble Rents replacement costs. AAble Rents estimates and counts are to be accepted as correct.

Licensee agrees to operate said equipment only in the manner for which it is intended and not to attempt to make any repairs of any nature, kind or description and in the event said equipment becomes inoperative, licensor is to notified at once. Licensee agrees to return said equipment to licensor upon demand.

All items described on the face of this invoice are accepted by Licensee/Purchaser in their present "as is" condition in accordance with this agreement.

In the event that renter/user has directed that the rental charges hereunder be billed to another person or organization, and payment is not made by such person or organization within ten (10) days after invoice date, renter/user shall promptly upon receiving notice of nonpayment, pay said rental charges and such additional or other charges as may be added to the outstanding balance pursuant to the terms thereof.

All unpaid bills are subject to 1.5% per month service charge commencing 7 days from billing date. This is an annual rate of 18%.

Purchaser agrees to surrender equipment not paid in full at request of Seller. It is agreed that Seller may enter premises where equipment is in use and take possession without legal action. Title to said equipment will not pass to Purchaser until paid in full.

Licensee/Purchaser acknowledges having read the foregoing terms and conditions and agrees to be bound thereby and further agrees to pay the rental rates and/or purchase price set forth on the foregoing invoice. In the event Licensor/Seller is called upon to pay any expenses or attorney's fees to enforce this agreement, the same shall be paid by Licensee/Purchaser.

Licensor/Seller limits its liability to the lessor of cost of repair, replacement or rental value of the goods and equipment listed on the face of this agreement. Under no circumstances shall the Licensor/Seller be liable for any type of consequential damages.

Licensor/Seller objects in advance to any changes, additions and/or modifications to the terms and conditions of this contract unless Licensor/Seller specifically consents thereto in writing signed by an officer of AAble Rents.

**LIMITATION OF LIABILITY: IN NO EVENT SHALL AABLE RENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER AND AABLE RENTS LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH THE LIABILITY IS CLAIMED. CUSTOMER'S SOLE REMEDY SHALL BE LIMITED TO EITHER THE COST OF SAID GOODS OR SERVICES, OR REPLACEMENT THEREOF, AT THE OPTION OF AABLE RENTS. ANY ACTION FOR BREACH OF CONTRACT OR BREACH OF WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, NOTICE OF ANY CLAIMS MUST BE MADE IN WRITING WITHIN THIRTY (30) DAYS.**

**APPLICABLE LAW:** The rights and duties of the parties shall be governed by the laws of the State of Ohio. **CHOICE OF FORUM AND JURISDICTION:** The parties agree that this Agreement, and the obligations and duties created hereby, are to be performed in the State of Ohio. The parties hereto agree that neither of them shall commence any action whatsoever, at law or in equity, for any matter or assert any claims relating to or arising from this agreement or the relationship of the parties, in any court other than those located in the County of Cuyahoga, State of Ohio. The parties hereto hereby consent to the jurisdiction of the state and federal courts located in Cuyahoga County, State of Ohio, for the litigation of any claims that exist or arise between them now or in the future. The parties hereby stipulate that venue, as well as jurisdiction, is proper only in Euclid Municipal Court or Cuyahoga County Court of Common Pleas, or U.S. District Court for the Northern District of Ohio, Eastern Division.



1365 Chardon Rd.  
 Euclid, OH 44117  
 www.aablerents.com  
 216-692-9800 Phone  
 216-738-3669 Fax

**Status: Quote**  
 Quote #: q17519

**Will Call: Mon 11/ 1/2021 8:30AM**  
**Event End: Fri 11/ 5/2021 5:00PM**  
**Operator: Gene Ogle**  
**Terms: ON ACCOUNT**

Customer #: 5343

LORAIN PORT AUTHORITY,  
 421 BLACK RIVER LANE  
 LORAIN, OH 44052

Phone 440-204-2273

Job Descr: 2021 - Removal

**Ordered By:** Kelsey Leyva 440 204-2267  
**Salesman:** GENE OGLE gene@aablerents.com

**Used at Address**

**Pickup Fri 11/ 5/2021 5:00PM**

440-204-2267  
 Black River Landing

Kelsey Leyva 440-204-2267  
 Black River Landing  
 421 BLACK RIVER LANE  
 LORAIN, OH 44052

Qty	Items	Each	Price
1	Tent Ox	\$450.00	\$450.00
2	Labor to remove railing 6-7 guys on site for 10 hrs	\$65.00	\$130.00
60	Labor to remove Band Shell 6-7 guys on site for 10 hrs	\$65.00	\$3,900.00
1	**** Freight Charge **** 2 trucks - 156 miles rough trip each	\$423.00	\$423.00

**\*\* QUOTE ONLY \*\* REQUIRES SIGNED CONTRACT AND DEPOSIT TO RESERVE \*\***

<b>Rental Retail</b> \$450.00		<b>Sales:</b> \$4,453.00			
<b>Subtotal:</b> \$4,903.00			<b>Total:</b> \$4,903.00	<b>Paid:</b> \$0.00	<b>Amount Due:</b> \$4,903.00

THIS IS A QUOTE ONLY. Prices are subject to change without notice, but generally honored for 30 days from quote date. Contact the office for an updated quote if needed. 50% Deposit due to confirm and reserve items on quote. If the order is cancelled outside of 30 days from DELIVERY/WILL CALL DATE then your deposit is refunded in full. If the order is cancelled (or any LARGE PORTION of the order, such as the TENT) 11-29 days before DELIVERY/WILL CALL DATE then 50% of your deposit is refunded. If the order (or any LARGE PORTION of the order, such as the TENT) is cancelled within 10 days of DELIVERY/WILL CALL DATE then you forfeit the deposit. If the order is cancelled day of delivery, then a labor charge applies on top of your deposit for the loading and unloading of the delivery truck. The amount of this charge is subject to the order size, and the labor cost we incur during the loading and unloading of the truck(s) needed to make your delivery. There is a 3% surcharge for ALL credit/debit transactions.

WILL CALL orders can be reserved using a credit/debit card on file if customer prefers to pay CASH on pickup. If customer cancels/no shows our cancellation policy applies. Electrical items, if applicable, will arrive after the tent is constructed. AAble Rents is not responsible for any damage that may occur during the delivery, set up or pick up of equipment from the delivery address stated above. Any changes to this order MUST be made by NOON the day BEFORE delivery. The Customer must verify all counts on delivery and pickup to avoid shortage billing. Any problems with damaged, unusable equipment must be reported to our 24 hour answering service prior to usage. The Customer assumes possession of all equipment and is responsible for damage and loss prior to AAble Rents reassuming possession. All food serving items are to be returned rinsed and free of food or beverage residue. All food items are subject to a cleaning charge at 50% of the rental. Grills are to be emptied and cooled. The Customer is liable for underground tent stake damage. The customer is responsible for posting NO SMOKING signs if their municipality requires it. The Customer agrees to pay ALL collection costs, including reasonable attorney fees, if Customer fails to pay within terms.

The terms of the agreement on the reverse side are incorporated herein and are a part hereof, and I acknowledge the I have read and received a copy thereof. AAble Rents gives no warranties, expressed or implied as to the fitness for a particular purpose.

**Signature:**

LORAIN PORT AUTHORITY,

LICENSEE/PURCHASER--TAKE NOTICE. Licensor/Seller uses great care to have all of its equipment in good order and repair, gives no warranty expressed or implied of merchantability or fitness or as to condition, quality or any other matter of any equipment sent out, and will in no way be responsible for damages resulting while in user's possession. Licensee/Purchaser acknowledges that the merchandise and/or equipment has been inspected and received in good condition and accepted as is, and the Licensee/Purchaser agrees to save and hold harmless the Licensor/Seller for any damages sustained from same while in user's possession. There are no warranties which extend beyond the description on the face hereof.

Licensee is responsible for said equipment and agrees to protect same from all loss and damage.

Licensee further agrees not to release or redeliver said equipment to any other person, firm or corporation without the written consent to licensor. Title to said equipment shall at all times be in licensor and this transaction is a bailment only.

Upon return/receipt of equipment; shortage or damages will be billed at current AAble Rents replacement costs. AAble Rents estimates and counts are to be accepted as correct.

Licensee agrees to operate said equipment only in the manner for which it is intended and not to attempt to make any repairs of any nature, kind or description and in the event said equipment becomes inoperative, licensor is to notified at once. Licensee agrees to return said equipment to licensor upon demand.

All items described on the face of this invoice are accepted by Licensee/Purchaser in their present "as is" condition in accordance with this agreement.

In the event that renter/user has directed that the rental charges hereunder be billed to another person or organization, and payment is not made by such person or organization within ten (10) days after invoice date, renter/user shall promptly upon receiving notice of nonpayment, pay said rental charges and such additional or other charges as may be added to the outstanding balance pursuant to the terms thereof.

All unpaid bills are subject to 1.5% per month service charge commencing 7 days from billing date. This is an annual rate of 18%.

Purchaser agrees to surrender equipment not paid in full at request of Seller. It is agreed that Seller may enter premises where equipment is in use and take possession without legal action. Title to said equipment will not pass to Purchaser until paid in full.

Licensee/Purchaser acknowledges having read the foregoing terms and conditions and agrees to be bound thereby and further agrees to pay the rental rates and/or purchase price set forth on the foregoing invoice. In the event Licensor/Seller is called upon to pay any expenses or attorney's fees to enforce this agreement, the same shall be paid by Licensee/Purchaser.

Licensor/Seller limits its liability to the lessor of cost of repair, replacement or rental value of the goods and equipment listed on the face of this agreement. Under no circumstances shall the Licensor/Seller be liable for any type of consequential damages.

Licensor/Seller objects in advance to any changes, additions and/or modifications to the terms and conditions of this contract unless Licensor/Seller specifically consents thereto in writing signed by an officer of AAble Rents.

LIMITATION OF LIABILITY: IN NO EVENT SHALL AABLE RENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER AND AABLE RENTS LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH THE LIABILITY IS CLAIMED. CUSTOMER'S SOLE REMEDY SHALL BE LIMITED TO EITHER THE COST OF SAID GOODS OR SERVICES, OR REPLACEMENT THEREOF, AT THE OPTION OF AABLE RENTS. ANY ACTION FOR BREACH OF CONTRACT OR BREACH OF WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, NOTICE OF ANY CLAIMS MUST BE MADE IN WRITING WITHIN THIRTY (30) DAYS.

APPLICABLE LAW: The rights and duties of the parties shall be governed by the laws of the State of Ohio. CHOICE OF FORUM AND JURISDICTION: The parties agree that this Agreement, and the obligations and duties created hereby, are to be performed in the State of Ohio. The parties hereto agree that neither of them shall commence any action whatsoever, at law or in equity, for any matter or assert any claims relating to or arising from this agreement or the relationship of the parties, in any court other than those located in the County of Cuyahoga, State of Ohio. The parties hereto hereby consent to the jurisdiction of the state and federal courts located in Cuyahoga County, State of Ohio, for the litigation of any claims that exist or arise between them now or in the future. The parties hereby stipulate that venue, as well as jurisdiction, is proper only in Euclid Municipal Court or Cuyahoga County Court of Common Pleas, or U.S. District Court for the Northern District of Ohio, Eastern Division.



1365 Chardon Rd.  
 Euclid, OH 44117  
 www.aablerents.com  
 216-692-9800 Phone  
 216-738-3669 Fax

**Status: Quote**

Quote #: q17520

Will Call: Mon 11/ 1/2021 8:30AM

Return: Mon 5/ 2/2022 5:00PM

Operator: Gene Ogle

Terms: ON ACCOUNT

Customer #: 5343

LORAIN PORT AUTHORITY,  
 421 BLACK RIVER LANE  
 LORAIN, OH 44052

Phone 440-204-2273

Job Descr: 2021 (Nov) - 2022 (April) - Storage

Ordered By: Kelsey Leyva 440 204-2267

Salesman: GENE OGLE gene@aablerents.com

Qty	Items	Each	Price
5600	Storage handling and storage of poles, spex arms and vinyl from removal 2021 until install 2022	\$0.15	\$840.00

**\*\* QUOTE ONLY \*\* REQUIRES SIGNED CONTRACT AND DEPOSIT TO RESERVE \*\***

		<b>Sales:</b> \$840.00			
	<b>Subtotal:</b> \$840.00		<b>Total:</b> \$840.00	<b>Paid:</b> \$0.00	<b>Amount Due:</b> \$840.00

THIS IS A QUOTE ONLY. Prices are subject to change without notice, but generally honored for 30 days from quote date. Contact the office for an updated quote if needed. 50% Deposit due to confirm and reserve items on quote. If the order is cancelled outside of 30 days from DELIVERY/WILL CALL DATE then your deposit is refunded in full. If the order is cancelled (or any LARGE PORTION of the order, such as the TENT) 11-29 days before DELIVERY/WILL CALL DATE then 50% of your deposit is refunded. If the order (or any LARGE PORTION of the order, such as the TENT) is cancelled within 10 days of DELIVERY/WILL CALL DATE then you forfeit the deposit. If the order is cancelled day of delivery, then a labor charge applies on top of your deposit for the loading and unloading of the delivery truck. The amount of this charge is subject to the order size, and the labor cost we incur during the loading and unloading of the truck(s) needed to make your delivery. There is a 3% surcharge for ALL credit/debit transactions.

WILL CALL orders can be reserved using a credit/debit card on file if customer prefers to pay CASH on pickup. If customer cancels/no shows our cancellation policy applies. Electrical items, if applicable, will arrive after the tent is constructed. AAble Rents is not responsible for any damage that may occur during the delivery, set up or pick up of equipment from the delivery address stated above. Any changes to this order MUST be made by NOON the day BEFORE delivery. The Customer must verify all counts on delivery and pickup to avoid shortage billing. Any problems with damaged, unusable equipment must be reported to our 24 hour answering service prior to usage. The Customer assumes possession of all equipment and is responsible for damage and loss prior to AAble Rents reassuming possession. All food serving items are to be returned rinsed and free of food or beverage residue. All food items are subject to a cleaning charge at 50% of the rental. Grills are to be emptied and cooled. The Customer is liable for underground tent stake damage. The customer is responsible for posting NO SMOKING signs if their municipality requires it. The Customer agrees to pay ALL collection costs, including reasonable attorney fees, if Customer fails to pay within terms.

The terms of the agreement on the reverse side are incorporated herein and are a part hereof, and I acknowledge the I have read and received a copy thereof. AAble Rents gives no warranties, expressed or implied as to the fitness for a particular purpose.

**Signature:**

LORAIN PORT AUTHORITY,

SUBLEASE AGREEMENT BETWEEN THE LORAIN PORT AUTHORITY  
AND LOCO 'YAKS

Be It Known, that the Lorain Port Authority, Sublessor, and LoCo 'Yaks, Sublessee, do on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ enter into a sublease agreement for the Riverside Park Marina Building and a portion of the adjoining grounds for the purposes of establishing a Kayaking Operation Headquarters and related uses including, but not limited to non-profit organization meeting room, office and retail space.

IT IS AGREED that under the terms of this Agreement the LoCo 'Yaks shall be permitted to carry on any necessary acts to promote the commercial and non-profit use and operation of the facilities subleased hereunder, being subject to the Agreements terms and conditions.

The parties hereto acknowledge and agree to respect the conditions as imposed by Lorain Ordinance No. 29-91 upon the party's respective tenancies. Notwithstanding any fund raising and/or commercial activities undertaken for the benefit of the LoCo 'Yaks, a non-profit organization, or Sublessee for any of the stated purposes of the LoCo 'Yaks a nonprofit entity, the premises shall remain a waterfront park and the construction of any permanent facilities is prohibited with the exception of facilities of a recreational nature. Sublessee agrees to seek approval of the Lorain Port Authority and City of Lorain as Owner of any improvements that would constitute a breach of this contractual obligation as referenced in Lorain Ordinance No. 29-91. A copy of said ordinance is incorporated by reference herein; The Sublessee LoCo 'Yaks agrees that it shall do nothing that will violate said ordinance. In addition, all requirements of the Ohio Department of Natural Resources Division of Parks and Watercraft Paddling Enhancement Grant awarded 2020 shall be followed and enforced in relation to the launch facility. A copy of the grant and the grant guidance will be attached to this lease for reference.

1. **AREA TO BE SUBLEASED:** The parties do hereby agree that the real property as is set forth and described upon the Exhibit designated as "MAP OF AREA TO BE SUBLEASED" as attached hereto is fully incorporated by reference herein. Each party has agreed to have their authorized representative initial and execute said Exhibit as an indication that it finds that the area is acceptable and fully capable of contemplated use under all conditions and terms of this Agreement.
2. **IMPROVEMENTS & APPROVAL:** All improvements to the premises being subleased shall be subject to the prior design approval of the Lorain Port Authority, which approval shall not be unreasonably withheld or delayed. Sublessee LoCo 'Yaks shall have the right at its own expense to construct, renovate, improve, add to, remodel and develop such improvements as approved in the future on the premises, at its sole cost and expense; however, upon termination of this sublease agreement, any improvements made to the premises or constructed upon the real property shall belong to the Lorain Port Authority without cost or payment of any kind as the same are considered to be a form of rent. If other property is to be removed no credit or set-off against rent for the improvement 'may be declared eligible as a credit or set-off under this lease agreement for any reason.

3. LEASE CONSIDERATION: LoCo 'Yaks, Sublessee, agrees to pay to the Lorain Port Authority, Sublessor, as consideration for this Agreement as follows:

The sum of One dollar (\$1.00) per year for the term of this lease. Leasehold improvements made to the building and grounds along with the general maintenance (litter pick up, etc.) that LoCo 'Yaks will provide at the Riverside Park will serve as services in lieu of rent. For those services to be provided in lieu of rent, Lessee shall provide at the end of each year (December 31st a summary of improvements made to the building and grounds along as an estimated value of the improvements made and services provided. For those services provided in kind or through volunteers, Lessee shall provide a summary of services provided based upon estimates of fair value from a contractor or the reasonable actual hours of services, which have been performed by volunteers, at the following hourly rates:

- i. Skilled Volunteer, \$20.00 per hour.
- ii. Non-Skilled Volunteer, \$10.00 per hour.

Estimates of fair value, upon request, must be produced for any requested lease offset.

The LoCo 'Yaks shall provide an annual report on or about December 31st of each year of the two (2) term outlining improvements and maintenance services provided during the previous year. Accompanying the annual report will be an anticipated work program for the coming year along with projections for the work schedule for the remaining years of the initial lease term.

REVERTER OF LEASE INTEREST OF SUBLESSEE: The interests of the Sublessee/Tenant under this sublease/agreement shall end and terminate upon discontinuance of the "use" of the Riverside Marina building as a Kayaking Operation Headquarters.

4. UTILITIES & EXPENSES: Sublessee shall arrange for and pay for all utilities furnished to the premises and any other expenses associated for the repair or maintenance of said real property for the term of this lease, including but not limited to all lighting, security-services, landscaping services, water/sewer, electricity, gas, internet, radio, all other communications and/or telephone service(s) desired by Sublessee. Sublessee shall also be responsible to provide for its own waste disposal as may be required or generated by its use of the facilities subleased.
5. TERM & TERMINATION OF AGREEMENT: The term of this sublease shall begin January 1, 2021. The initial term shall last for one (1) year until December 31, 2021. Provided all terms of this Agreement and sublease are complied with, the Sub-Lessee shall have the Option to renew the terms of this lease for an additional term of two (2) years. Notice of the intent to exercise the first renewal of this sublease shall be provided by September 30th, 2021 and 2022. If the renewal is option is exercised, then the lease term will be extended to December 31, 2023.

It should be noted that the option to extend the lease will at a rental rate to be negotiated by the parties.

6. **PROHIBITED USE & ENVIRONMENTAL MATTERS:** Sublessee shall ensure that all citizens shall be able to use the premises in a non-discriminatory manner. The Sublessee will not use or occupy said premises for any unlawful purposes; and that the Sublessee will conform to and obey all present and future laws, ordinances, rules, regulations, requirements and orders of the United States of America, the State of Ohio, the County of Lorain, and of all federal and/or state governmental authorities or agencies, and of all municipal departments, bureaus, or boards or officials for said governmental unit, respecting said premises and the use and occupation thereof. Sublessee shall not do, nor allow anyone else to do anything affecting the property that is in violation of any law. Sublessee shall not cause or permit the illegal presence, use, disposal, storage, or release of any hazardous substances on or in the property. Sublessee shall not do, nor allow anyone else to do anything affecting the property that is in violation of any law or regulation issued by the United States of America E.P.A. or the Ohio E.P.A.; Sublessee shall give Sublessor prompt written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law of which Sublessee has actual knowledge. If Sublessee learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the property is necessary and that said matter has been caused by LoCo 'Yaks or its agents, then the Sublessee shall, at Sublessee's sole cost, promptly take all necessary remedial actions in accordance with environmental law for matters caused by LoCo 'Yaks Sublessee shall conduct not less than annual inspections of the premises to ensure that the provisions of this paragraph are at all times fully complied with; written reports of such inspections shall be provided to Sublessor.

7. **REPAIRS AND MAINTENANCE:**

A. The Lorain Port Authority, Sublessor,

- i. shall keep the grinder pump, boardwalk, building foundation, roof and outer walls of the leased building in good repair, except that Sublessor shall not be obligated to make any repairs to the same which are caused by the act or negligence of Sublessee, its agents, employees, or licensees;
- ii. shall be responsible for all subsequent renovation or rehabilitation costs to the area to be subleased; and
- iii. shall provide the Sublessee with a credit and set -off against rental payments for the actual cost reduction of any repair, renovation or rehabilitation that Sublessee obtains for Sublessor along with the general grounds services provided to Riverside Park (litter pick up, etc.)

B. The LoCo 'Yaks, Sublessee,

- i. shall make all ordinary repairs to the interior walls, floors, ceilings, doors, trim, windows, and all other appliances at its sole cost or expense. Sublessee shall keep and maintain the premises in good order, condition and repair in a clean, sanitary and safe condition;
- ii. shall provide general maintenance services to Riverside Park (litter pick up);



- iii. shall utilize its best efforts to assist the Sublessor in reducing the cost of any subsequent repair, renovation, or rehabilitation cost; through the provision of services, labor and materials, etc.
8. **NO WASTE OR NUISANCE:** The LoCo 'Yaks shall not commit waste and shall not allow any nuisance on the premises.
9. **ENTRY UPON PREMISES BY LORAIN PORT AUTHORITY:** Sublessor reserves for itself and its respective agents and affiliated governmental agents, including any public service or public safety employee, police, fire, health department employees, the right to enter on the premises at reasonable times to inspect the premises for any purpose. The LoCo 'Yaks is to have reasonable and adequate notice of entry and the right to have a representative present.
10. **SIGNS:** Sublessee shall comply with all city ordinances and regulations with respect to appropriate signs or other structures projecting from the premises. The Executive Director of the Lorain Port Authority or his designee must approve all signage before it is used; Said approval shall not be unreasonably withheld.
11. **LIABILITY/DAMAGE CLAIMS:** Sublessee shall indemnify Sublessor from all liability, loss or other damage claims or obligations resulting from any injuries or losses whatsoever relating to the occupancy of the premises by Sublessee.
12. **INDEMNITY:** To the greatest extent permitted by law, LoCo 'Yaks shall and will. at all times hereafter indemnify and save harmless the Lorain Port Authority and the City of Lorain, Ohio from and against any and all detriment, damages, losses, demands, claims, suits, costs and expenses which they may suffer, sustain or be subject to as a result of any negligent act or omission on the part of any invitee, agent of the LoCo 'Yaks, its licensees, invitees or subtenants, or any of their customers, agents, employees, licensees, and/or invitees, Sublessees or representatives, in connection with the use of the Premises as aforesaid. Sublessee covenants at all times to indemnify and same Sublessor harmless from all loss, liability, cos or damages that may occur or be claimed with respect to any person or property on, in, or about the leased premises or to the leased premises themselves resulting from my act done or omission by or through Sublessee, its agents, employees invitees, or any person on the premises by reason of Sublessee's use or occupancy or resulting from Sublessee's non-use, or possession of such property and any and all loss, cost, liability, or expense resulting therefrom; and further Sublessee covenants at all times to maintain such premises for the protection and care of all persons upon the premises.
13. **INSURANCE TO BE MAINTAINED:** Sublessee shall procure and maintain in force, at its expense, during the term of this lease, and any extension thereof, public liability insurance with insurers and through brokers approved by Sublessor, and Sublessor shall not unreasonably withhold such approval. Any policy of insurance so procured shall be with an insurance company license to do business in the State of Ohio. Such coverage shall be

adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in the area to be leased and the adjacent parking lot, in a minimum amount of One Million Dollars, (\$1,000,000.00) for injury to or death of each person injured per occurrence, Two Million Dollars, (\$2,000,000.00) aggregate, comprehensive general liability policy. The insurance policies shall provide coverage for contingent liability of Sublessor on any claims or losses. The policy shall designate Sublessor, the City of Lorain, Ohio, any other parties in interest designated by Sublessor, and Sublessee as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Sublessor thirty (30) days prior written notice. An exact copy of the policy or certificate of insurance same shall be delivered to Sublessor. Sublessee shall be obligated to provide Sublessor any newly issued policies or riders issued by its insurer or any new insurer. If the insurance policies are not kept in force during the entire term of this lease, or any extension thereof, Sublessor may procure the necessary insurance and pay the premiums therefore, and the premium shall be repaid to Sublessor as an additional rent installment due on the first of the month following the date on which the premiums were paid by Sublessor. Sublessor shall further procure and maintain in force, at the parties equal expense, during the term of this lease, and any extension thereof, an all perils coverage property insurance in an amount not less than the appraised value of the real property and improvements. Sublessee shall reimburse Sublessor one-half the cost of such all perils property insurance coverage. Said appraised value of said real property shall be updated each three years with an aim to ensure that Sublessor's interests are to be properly insured. Such procured "SPECIAL FORM ALL RISK COVERAGE" shall cover all perils, fire and extended coverage insurance shall be adequate to protect against all perils which said real property and building may be subjected to, including, but not limited to: fire, smoke, explosion, gunshot, glass breakage, vandalism, criminal damaging, theft, storm, wind or tornado, lightning, ice and water damage, sewerage backup, pipe bursting, etc., if attainable. Any policy of insurance so procured shall be with an insurance company licensed to do business in the State of Ohio. The policy shall name Sublessor, the City of Lorain, Ohio, and any other parties in interest designated by Sublessor, and Sublessee as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Sublessor thirty (30) days prior written notice. The policy or policies or an exact copy of the same shall be delivered to Sublessor for keeping. Sublessee shall be obligated to provide Sublessor any newly issued policies or riders issued by its insurer or any new insurer. If the insurance policies are not kept in force during the entire term of this lease, or any extension thereof, Sublessor may procure the necessary insurance and pay the premiums, therefore, and the premium shall be repaid to Sublessor or as an additional rent installment due on the first of the month following the date on which the premiums were paid by Sublessor. Sublessee agrees not to sue Sublessor and the City of Lorain, Ohio for any reason regarding any loss Sublessee claims to sustain and Sublessee agrees 'to indemnify Sublessor against any claims made by any third parties over any such loss. It is understood and agreed that loss by fire or other damage covered by insurance to the premises or any part thereof or to any property of the Sublessee located therein or the operation of the Sublessee conducted therein shall mean such loss however caused, and the Sublessee and Sublessor each agree to waive their rights

of recovery and causes of action against the other for any damage suffered by either caused by any of the perils covered by the procured "SPECIAL FORM ALL RISK COVERAGE", all perils, fire and extended coverage of insurance policies; provided, however, that in the event it becomes impossible for either party to obtain insurance coverage because of this provision of waiver, then this provision shall be void. Sublessee is advised to and agrees to independently obtain such insurance coverage on Sublessee's interior improvements and contents as Sublessee deems appropriate to protect Sublessee's interests.

14. **DEFAULT:** If Sublessee defaults in the payment of rent, or any part thereof, within THIRTY (30) days after due notice of the amount of rent owing has been delivered by Sublessor to Sublessee, or if Sublessee defaults in the performance of any other term or condition of this lease and fails to correct such default or commence corrective action within thirty (30) days after receipt of written notice from Sublessor describing the default Sublessee will be considered to have breached this lease. Respecting all non-financial lease obligations, the parties agree that Sublessee's written acknowledgment that Sublessee will correct the default cited by Sublessor in its notice to Sublessee shall constitute the commencement of corrective action for purposes of this Section and Sublessee agrees to follow through on such corrective action as required in a timely manner.
15. **REMEDIES OF SUBLESSOR FOR BREACH BY SUBLESSEE:** In the event of a default by Sublessee, Sublessor shall have the right to invoke any remedy permitted to Sublessor in law or in equity. No termination of this lease shall deprive Sublessor of any of its remedies or action against Sublessee and Sublessee shall remain liable for past or future rent. However, Sublessor shall make reasonable effort to relent the premises.
16. **GOVERNING LAW:** This agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Lorain County, Ohio. This Agreement takes effect upon its acceptance and execution by Sublessor and Sublessee; and shall be interpreted and construed under the laws of Ohio, which laws shall prevail in the event of any conflict of law. The parties agree that any action sought to be brought by either party in any court shall be brought within the Common Pleas Court for Lorain County, Ohio and do hereby waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. No right or remedy conferred upon or reserved to Sublessor or Sublessee by this Agreement is intended to be, nor shall be deemed, exclusive or any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative or every other right or remedy.
17. **CONTRACTUAL INTERPRETATION:** Each Paragraph, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any Paragraph, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid

sections, parts, terms and/or provisions shall be deemed not part of this Agreement. Anything to the contrary herein notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Sublessor or Sublessee and such of their respective successors and assigns as may be contemplated by this Agreement any rights or remedies under or by reason of this Agreement. Sublessee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision hereof, as though it were separately stated in and made a part of this Agreement that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Sublessor is a party, or from reducing the copy of any promise or covenant to the extent required to comply with such a court order.

18. **NON-WAIVER OF RIGHTS:** No failure of Sublessor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Sublessee with any obligation or condition hereunder, and no custom or directive of the parties in variance with the terms hereof, shall constitute a waiver of Sublessor's right to demand exact compliance with the terms hereof. Waiver by Sublessor of any particular default by Sublessee shall not be binding unless in writing and executed by the party sought to be charged and shall not affect or impair Sublessor's right with respect to any subsequent default of the same or of a different nature; nor shall any delay, waiver, forbearance, or omission of Sublessor to exercise any power or rights arising out of any breach or default by Sublessee of any of the terms, provisions, or covenants hereof, affect or impair Sublessor's rights nor shall such constitute a waiver by Sublessor of any right hereunder or the right to declare any subsequent breach or default. Subsequent acceptance by Sublessor of any payment(s) due to it hereunder shall not be deemed to be a waiver by Sublessor of any preceding breach by Sublessee of any terms, covenants, or conditions of this Agreement.
19. **ASSIGNMENT, SUBLEASE OR LICENSE:** Sublessee shall not assign or sublease the premises, or any right or privilege connection therewith, or allow any other person except agents and employees of Sublessee to occupy the premises or any part thereof without first obtaining the written consent of Sublessor. Consent by Sublessor shall not be consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Sublessee shall be void and Sublessor may terminate lease in such event at Sublessor's sole option. The interest of Sublessee in this lease is not assignable by operation of law without the written consent of Sublessor. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their legal representatives, successors, and assigns. The terms, conditions and provisions of this Agreement and sublease shall inure to and be binding upon Sublessor and Sublessee and their respective directors, officers, successors, and assigns.
20. **NO MODIFICATIONS:** This AGREEMENT is integrated and expresses the complete and entire agreement between the parties and no promise, representation, warranty, covenant, agreement or other undertaking not specifically contained herein shall .be binding upon or

inure to the benefit of either party hereto; It contains all of the parties' understandings and shall not be altered, changed or otherwise modified except by a written document executed by all parties hereto. It is distinctly understood between the parties hereto that all agreements and understanding of any character heretofore and between them are embodied in this instrument, and no changes shall be made herein unless the same shall be in writing and duly signed by the parties hereto in the same manner and form as this lease has been executed; This Agreement, any Exhibit attached hereto, and the documents referred to herein, shall be construed together and constitute the entire; full and complete agreement between Sublessor and Sublessee concerning the subject matter hereof, and supersede all prior agreements. No other representation has induced Sublessee to execute this Agreement, and there are no representation, inducements, promises, or agreement , oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Agreement or otherwise. No amendment, change, or variance from this Agreement shall be binding on either party unless executed in writing by both parties.

IN WITNESS THEREOF, the parties hereto have caused their authorized representatives to sign this Agreement without reservation and thereby fully intending to contractually bind their respective principals to this Agreement and all its terms and conditions.

STATE OF OHIO )  
   ) SS:  
 LORAIN COUNTY )

Before me, a Notary Public, personally appeared, Richard Novak, Executive Director of the Lorain Port Authority, who acknowledged that he did sign the foregoing instrument in his official capacity as a duly authorized agent of the Lorain Port Authority and that the same is his free act and deed as such authorized agent.

In witness whereof, I hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

Signed and acknowledged in the presence of: Lorain Port Authority, Sublessor

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Tom Brown, Executive Director

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 LoCo 'Yaks, Sublessee

STATE OF OHIO )  
  ) SS:  
LORAIN COUNTY )

Before me, a Notary Public, personally appeared, the LoCo 'Yaks Contracting Agent,  
\_\_\_\_\_, who acknowledged that he/she did sign the foregoing  
instrument in his/her official capacity as a duly authorized agent of LoCo 'Yaks and that the  
same is his/her free act and deed as such authorized agent.

In witness whereof, I hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_,  
2021.

\_\_\_\_\_  
Notary Public

Instrument Prepared by:  
Lorain Port Authority  
319 Black River Lane  
Lorain, OH 44052

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE LORAIN PORT AUTHORITY FOR THE CONVEYANCE BY LEASE OF CERTAIN INTERESTS IN REAL PROPERTY AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 4582.22, Ohio Revised Code, the Lorain Port Authority, an instrumentality of the State of Ohio, conferred with powers considered to be essential governmental functions, authorized pursuant to Chapter 4582 of the Ohio Revised Code, has been designated by the City of Lorain as its agency for leasing real property for recreational purposes in or on the water or waterfront within its jurisdiction of the City of Lorain by Ordinance No. 87-06 of the Council of the City of Lorain, adopted May 4, 1964 and other subsequent authorities; and

WHEREAS, the Council of the City of Lorain has considered the proposed leasing of lands from the City of Lorain to the Lorain Port Authority and finds that it is to the City's benefit that said lands described in Exhibit "A" be leased to the Lorain Port Authority on the terms and conditions provided herein.

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

- SECTION I:** That the Council of the City of Lorain, Ohio hereby finds and determines that the lands and interests in the land referred to herein as the "premises" owned by the City of Lorain and described in Exhibit "A" attached hereto, are not needed or required by the City of Lorain for its purposes except for the rights of possession, use and cancellation as hereinafter set forth.
- SECTION II:** That it is hereby determined that the purpose, maintenance and operation of the premises shall be in accordance with the agreement between the City of Lorain and the Lorain Port Authority marked Exhibit "B" and made a part hereof.
- SECTION III:** That it is agreed that all permanent improvements made to the premises shall become the property of the City upon the termination of said Lease.
- SECTION IV:** That the City approves, confirms and continues the designation of the Lorain Port Authority as the agency of the City in order to carry out the policy of the City of Lorain to promote the health, safety, morals and general welfare of the inhabitants of the City of Lorain through the designation of the Lorain Port authority as the agency of the city, and the Mayor and the Director of Public Service are hereby authorized and directed to enter into an Agreement with the Lorain Port Authority.

SECTION V: That the Agreement referred to as Exhibit "B" of this Ordinance shall take substantially the form of the Agreement as that attached hereto.

SECTION VI: That it is found and determined that all formal action 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 action were in meetings open to the public and in compliance with all legal requirements including Section 121.22, Ohio Revised Code.

SECTION VII: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety of the City, and for the further reason that this Council, in order to have more recreational opportunities and to improve the social and civic welfare of the people of the city of Lorain, desires to take advantage of the extraordinary opportunity now offered to it to make such a conveyance of the premises as will accomplish such purposes; wherefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor if it shall receive the requisite vote of Council; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: *1 April*, 1991

ATTEST: *Debra K. Dinkels* CLERK

APPROVED: *2 April*, 1991

*J. A. Rich*  
PRESIDENT OF COUNCIL

*Debra K. Dinkels*  
MAYOR



EXHIBIT A

Situated in the Township of Black river, County of Lorain, State of Ohio and known as being a part of original Black River Township Lot No. 1, Tract No. 1, now within the corporate limits of the City of Lorain and more definitely described as follows:

Beginning at an iron pin found set at the intersection of the northwesterly right-of-way line of Lakeside Avenue (60 feet in width) and the southwesterly right-of-way line of Alabama Avenue (30 feet in width), said iron pin shall hereinafter be known as the principal place of beginning;

Thence south 53 Degrees 55' 16" east along the southwesterly line of Alabama Avenue, a distance of 416.53 feet to a railroad spike set;

Thence south 77 Degrees 40' 14" west a distance of 111.65 feet to an iron pin set and passing through an iron pin set 88.33 feet therefrom;

Thence south 59 Degrees 37' 23" west a distance of 59.27 feet to an iron pin set;

Thence north 76 Degrees 58' 26" west a distance of 60.55 feet to an iron pin set;

Thence south 13 Degrees 01' 34" west a distance of 27.95 feet to a point on the City of Lorain dock and wharf line as established on the Black River by Lorain City Ordinance No. 270 dated July 26, 1894 and succeeding amending ordinances. Said point is downriver, north 76 Degrees 45' 36" west a distance of 206.56 feet from city dock corner "B" (7213.1084 north, 4890.4405 east);

Thence downriver along the dock and wharf line as established, north 76 Degrees 45' 36" west to a point at the southeast corner of lands now or formerly owned by the United States Government (a.k.a. United States Coast Guard, Ninth District);

Thence along the southeasterly line of the aforesaid U.S. Government lands, north 13 Degrees 01' 14" east a distance of 200.06 feet to an iron pin found set and passing through an iron pin found set 133.00 feet therefrom;

Thence north 47 Degrees 58' 24" east, a distance of 95.97 feet to the principal place of beginning and containing within said bounds 1.742 acres of land, be the same more or less but subject to all legal highways and easements of record.

EXHIBIT B

AGREEMENT

CITY OF LORAIN AND LORAIN PORT AUTHORITY

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1991 between the City of Lorain, a municipal corporation, organized and existing under the laws of the State of Ohio (hereinafter called "City") and the Lorain Port Authority, an instrumentality of the State organized and existing to perform essential government functions under Chapter 4582 of the Ohio Revised Code (hereinafter referred to as "Authority")

WITNESSETH:

WHEREAS, in the public interest and for the public purposes authorized by Section 13 of Article 8 of the Constitution of the State of Ohio, and pursuant to the provisions of Chapter 4582 of the Ohio Revised Code, and in conformity with its policy to promote for the health, safety, morals and general welfare of its inhabitants of the City of Lorain.

NOW, THEREFORE, the City of Lorain and the Lorain Port Authority do mutually agree as follows:

1. The Authority will constitute and act as an agency of the City for recreational development in the City, and as such agency will perform all acts in accordance with the terms and conditions of Ordinance No. \_\_\_\_\_.

2. The following terms and conditions will cover the lease between the Authority and the City of Lorain:

- A. The City of Lorain acting through its officers shall convey as agent of and on behalf of the City to Lorain Port Authority, a leasehold interest in the premises described as Exhibit "A" hereto for a period of fifty (50) years.
- B. In consideration for the aforementioned conveyance, Lorain Port Authority shall pay to the City of Lorain the sum of ONE DOLLAR (\$1.00), on the first day of May of each and every year hereafter, as rent.
- C. That the premises shall remain a waterfront park and that construction of any permanent facilities is prohibited with the exception of facilities of a recreational nature.

3. Possession of said premises shall be delivered to Lorain Port Authority on the date of the delivery of said Lease.

4. A copy of this Agreement and the Lease Agreement shall be filed in the office of the City Auditor and City Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written, at Lorain, Ohio.

WITNESS:

LORAIN PORT AUTHORITY

BY: \_\_\_\_\_  
Chairman

BY: \_\_\_\_\_  
Executive Director

CITY OF LORAIN, OHIO

BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
DIRECTOR OF PUBLIC SERVICE

ORDINANCE **NO.**

AN ORDINANCE, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE LORAIN PORT AUTHORITY FOR THE CONVEYANCE BY LEASE OF CERTAIN INTERESTS IN REAL PROPERTY AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to section 4582.22, Ohio Revised Code, the Lorain Port Authority, an instrumentality of the State of Ohio, conferred with powers considered to be essential governmental functions, authorized pursuant to Chapter 4582 of the Ohio Revised Code, has been designated by the City of Lorain as its agency for leasing real property for recreational purposes in or on the water or waterfront within its jurisdiction of the City of Lorain by Ordinance No. 87-06 of the Council of the City of Lorain, adopted May 4, 1964 and other subsequent authorities; and

WHEREAS, the Council of the City of Lorain has considered the proposed leasing of lands from the City of Lorain to the Lorain Port Authority and finds that it is to the City's benefit that said lands described in Exhibit "**All**" be leased to the Lorain Port Authority on the terms and conditions provided herein.

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

- SECTION I:** That the Council of the City of Lorain, Ohio hereby finds and determines that the **lands** and interests in the **land** referred to herein as **IClie** "Premises" owned by the City of Lorain and described in Exhibit "All attached hereto, are not needed or required by the City of Lorain for its purposes except for the rights of possession, use and cancellation as hereinafter set forth.
- SECTION II:** That it is hereby determined that the purpose, maintenance and operation of the premises shall be in accordance with the agreement between the City of Lorain and the Lorain Port Authority marked Exhibit "**B**" **and** made a part hereof.
- SECTION III:** That it is agreed that all permanent improvements made to the premises shall become the property of the City upon the termination of said Lease.
- SECTION IV:** That the City approves, confirms and continues the designation of the Lorain Port Authority as the agency of the City in order to carry out the policy of the City of Lorain to promote the health, safety, morals and general welfare of the inhabitants of the City of Lorain through the designation of the Lorain Port authority as the agency of the city, and the Mayor and the Director of

SECTION V: That the Agreement referred to as Exhibit "B" of this ordinance shall take substantially the form of the Agreement as that attached hereto.

SECTION VI: That it is found and determined that all formal action 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 action were in meetings open to the public and in compliance with all legal requirements including Section 121.22, Ohio Revised Code.

SECTION VII: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health, safety of the City, and for the further reason that this Council, in order to have more recreational opportunities and to improve the social and civic welfare of the people of the city of Lorain, desires to take advantage of the extraordinary opportunity now offered to it to make such a conveyance of the premises as will accomplish such purposes; wherefore, this ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor if it shall receive the requisite vote of Council; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSE

91

ATTES

CIZ,

APPROVED

PRI T OF

@iTAYbR

EXHIBIT A

Situated. in the Township of Black river, County of Lorain, State of Ohio and known as being a part of original Black River Township Lot No. 1, Tract No. 1, now within the corporate limits of the City of Lorain and more definitely described as follows:

Beginning at an iron pin found set at the intersection of the Northwesterly right-of-way line of Lakeside Avenue (60 feet in width) and the southwesterly right-of-way line of Alabama Avenue (30 feet in width), said iron pin shall hereinafter be known as the principal place of beginning;

Thence south 53 Degrees 55' 16" east along the southwesterly line of Alabama Avenue, a distance of 416.513 feet to a railroad spike set;

Thence south 77 Degrees 40' 14" west a distance of 111.65 feet to an iron pin set and passing through an iron pin set 88.33 feet therefrom;

Thence south 59 Degrees 37' 23" west a distance of 59.27 feet to an iron pin set;

Thence north 76 Degrees 58' 26" west a distance of 60.55 feet to an iron pin set;

Thence south 13 Degrees 01' 34" west a distance of 1-7.95 feet to a point on the City of Lorain dock and wharf line as established on the Black River by Lorain City Ordinance No. 270 dated July 26, 1894 and ---succeeding amending ordinances. Said - oint is downriver, north 76 P Degrees 45' 36" west a distance of 206.56 feet from city dock corner "B" (7213.1084 north, 4890.4405 east);

Thence downriver along the dock and wharf line as established, north 76 Degrees 45' 36" west to a point at the southeast corner of lands now or formerly owned by the United States Government (a.k.a. United States Coast Guard, Ninth District);

Thence along the southeasterly line of tli(= -! aforesaid U.S. Government lands, north 13 Degrees 01' 14" east a distance of 1-00.06 feet to an iron pin found set and passing through an iron pin found set 133.00 feet therefrom;

Thence north 47 Degrees 58' 24" east, a distance of 95.97 feet to the principal place of beginning and containing within said bounds 1.742 acres of land, be the same more or less but sub ect to all legal highways and

AGREEMENT

CITY OF LORAIN AND LORAIN PORT AUTHORITY

,This Agreement made this

- day of

1991 between the City of Lorain, a municipal corporation, organized and existing under the laws of the State of Ohio (hereinafter called "City") and the Lorain Port Authority, an instrumentality of the State organized and existing to perform essential government functions under Chapter 4582 of the Ohio Revised Code (hereinafter referred to as "Authority")

WITNESSETH:

WHEREAS, in the public interest and for the public purposes authorized by Section 13j of Article 8 of the Constitution of the State of Ohio, and pursuant to the provisions of Chapter 4582 of the Ohio Revised Code, and in conformity with its policy to promote for the health, safety, morals and general welfare of its inhabitants of the City of Lorain.

NOW, THEREFORE, the City of Lorain and the Lorain Port Authority do mutually agree as follows:

1. The Authority will constitute and act as an agency of the City for recreational development in the City, and as

-1

such agency will perform all acts in accordance with the terms and conditions of Ordinance No.

The following terms and conditions will cover the lease between the Authority and the City of Lorain:

- A. The City of Lorain acting through its officers shall convey as agent of and on behalf of the City to Lorain Port Authority, a leasehold interest in the premises describe as Exhibit "A" Hereto for a period of fifty (50) years.
- B. In consideration for the aforementioned conveyance, Lorain Port Authority shall pay to the City of Lorain the sum of One DOLLAR (\$1.00), on the first day of May of each and every year hereafter, as rent.
- C. That the premises shall remain a waterfront park and that construction of any permanent facilities is prohibited with the exception of facilities of a recreational nature.

reement

4. A *COPY* Of this Agreement and the Lease Agr  
the City Auditor and CitY shall be  
filed in the office of  
Engineer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be  
executed the day and year first above written, at Lorain, Ohio.

WITNESS:

LORAIN PORT AUTHORITY

BY:-  
chairman

BY:  
Executive Director

CITY OF LORAIN, OHIO

BY:  
MAYOR

BY:  
DIRECTOR OF PUBLIC SERVICE





Ohio Department of Natural Resources  
Division of Parks and Watercraft



## PADDLING ENHANCEMENT GRANT

### GRANT GUIDELINES

ODNR Division of Parks and Watercraft reviews applications and qualifies them in terms of completeness and priority rating. A completed application post marked by **March 1** is necessary before the project can be eligible for funding.

Do not sign any agreements concerning the development of any project until written approval has been given by ODNR. Any contractual agreements prior to approval may result in that part of the project being ineligible for funding.

Once a project is approved for funding, all procedures and requirements of the Grant Agreement must be fulfilled. Costs, eligible expenses, fund accounting, and fiscal control are audited by the State continually throughout the project.

Regular site inspections by the State will be made to assure compliance with grant requirements. User fees, if charged, must be reasonable for all users and must be approved by the ODNR.

### APPLICATION REQUIREMENTS

#### 1. Eligibility

Political subdivisions and agencies of state or federal government are eligible to apply for this grant reimbursement program. Projects sponsored by private individuals, clubs, or associations on lands they control do not qualify for the grant program and will not be considered.

- The applying agency must be capable of financing and maintaining the project as a public access facility for a minimum of 10 years.
- All funded projects must be open and accessible to the recreational boating public.
- Any agency with an open Paddling Enhancement Grant may be eligible for additional funding for the next grant cycle if they are in good standing with ODNR at the time of the submission of any additional grant requests. To confirm the status of any open projects, contact the Grant Coordinator.
- If a user fee will be or is charged, the applying agency can only ask for reimbursement up to 50% of the project cost.
- Federal, state, and local laws pertaining to non-discrimination in employment, area use, minimum wages, conflict of interest, and similar matters must always be met.
- Projects should be designed to meet the needs of persons with disabilities; the application should explicitly show how they are met. Guidelines for ADA requirements can be found at the United States Access Board web site: [www.access-board.gov](http://www.access-board.gov).
- Applications must be complete at the time of submittal to be considered for funding.

**This is a reimbursement grant.** The agency must have funds available to pay invoices. No in-kind services or donations are considered in this grant. Invoices are paid by the grantee and then reimbursed at the determined percentage.

## 2. Priorities

The application process for this grant is a competitive system. Grants are awarded based on an objective scoring system and the amount of funds available. The primary focus of this grant is to increase access and opportunities for *hand-powered* watercraft. Priority will be placed on projects that are ADA compliant, those within a designated water trail or proposed water trail and that connect paddlers to amenities such as shopping, restaurants, and overnight stays. Refer to the “The Ohio Trails Vision” book for additional information on Ohio Water Trails (refer to Appendix D).

## 3. Costs to Consider When Applying

- a. The cost of preparing, submitting, and administering an application is not eligible for reimbursement.
- b. Don’t underestimate costs in hope of getting grant approval. Estimates should be figured based on anticipated construction costs.
- c. Once the grant is awarded, the budget cannot be modified. Any increase in costs must be borne by the applying entity.

## 4. Eligible Project Components

All project components are subject to approval. A determination will be made based on the overall project site and priorities.

### Examples of Eligible Costs:

- Ramps
- Necessary roads
- Lighting at launch ramp and designated ramp parking areas
- Small boat access (for canoes, kayaks, etc.)
- Signage
- Kiosk for safety information

### Examples of Ineligible Costs:

- Picnic shelters
- Picnic tables
- Grills
- Park landscaping
- Trash cans
- Monetary credit for land purchased for project
- Any costs incurred prior to entering into a formal agreement with ODNR.
- Engineering Costs

If you have questions about the project components that can be reimbursed, contact the Grant Coordinator.

## 5. Site Visit Prior to Approval

Upon receipt of the application, the Division may arrange with local officials to inspect the site of the proposed project to ascertain its general feasibility, site conditions, and the need of such project.

## GRANT APPROVAL

### 1. Notification

All applicants will be notified of the status of their application in the spring of the submittal year. Applications that have been accepted will include an invitation to the Grant Recipients Meeting.

### 2. Mandatory Grant Recipients Meeting

The Project Manager must attend the **Grant Recipients Meeting** which will be held in the spring in Columbus. The purpose of the meeting is to review procedures, paperwork, contracting, design, reimbursement procedures, and other pertinent items.

### 3. Sign & Return Cooperative Agreement

The grant recipient must return the Grant Agreement to ODNR within a two-week time period so it can be executed by the Director of the Department of Natural Resources.

In the formal agreement, the grant recipient agrees to complete the project and agrees to abide by the procedures of ODNR before commencing the project, and after ODNR assures it has encumbered its share of the project cost. The contract states the terms of the financial arrangements for the project and defines the procedures to be followed by ODNR and the grant recipient as the project progresses.

### 4. Receive the Fully Executed Agreement from ODNR

ODNR will send the grant recipient a fully executed agreement with a formal letter stating permission to proceed with the project.

**Any costs incurred prior to receiving a fully executed agreement are the responsibility of the applicant and will not be reimbursed by ODNR.**

## PROJECT MANAGEMENT

Once a project is approved for funding, all procedures and requirements of the Grant Agreement must be fulfilled. Costs, eligible expenses, fund accounting, and fiscal control are audited by the State continually throughout the project.

### 1. Construction Notes

- a. The Agency prepares plans and submits all documents to ODNR for review and approval. The applicant shall not award any construction contracts until after plans and specifications are approved by ODNR. Upon ODNR approval of the final plan, specifications, and cost estimates, the Cooperating Agency shall advertise for construction bids.
- b. Once ODNR approves the contract, the Cooperating Agency serves as the contracting agency. Quarterly construction status reports and a final report are required.
- c. Development projects require that contractors comply with the Governor's Executive Order of January 27, 1972. The applicant is obliged to cooperate with ODNR in order to ensure that the contractors comply with Equal Employment Opportunity requirements. This includes all bid advertisements.

- d. Projects funded through this grant program must make every possible effort to be barrier free and accessible according to the standards set by the Americans with Disabilities Act (ADA).

## **2. Site Visits**

- a. Site inspections may be made at any time to assure compliance with grant requirements. A final site inspection may also be required to close out the grant project.
- b. Properties and facilities acquired or developed with Waterways Safety Fund monies shall be available for inspection by ODNR or its representatives at such intervals as they require.

## **3. Signage Requirements**

- a. A permanent sign acknowledging assistance from the ODNR Waterways Safety Fund is required for all projects. Signs must be maintained for a minimum of 10 years. ODNR will provide information on the purchase of the signs.

A ramp symbol sign will be required to be displayed from the nearest intersection to give boaters notice that a ramp facility is available.

## **4. Permit Requirements**

- a. The applicant is required to secure all local, state, and federal permits required for construction of the project. This requirement may include permits from the U.S. Army Corps of Engineers, the U.S. Coast Guard, the Ohio EPA, the Department of Natural Resources, and the local Flood Plain Administrator.
- b. The U.S. Army Corps of Engineers regulates all work performed below and adjacent to the ordinary high-water mark as well as all work in a wetland area. The U.S. Army Corps of Engineers should be contacted to determine if the proposed project is within its jurisdiction.
- c. Permits are not required prior to making application for a grant but will be required before construction begins.

## **5. Post Construction, Operation and Maintenance**

- a. Facilities developed with assistance from the Waterways Safety Fund shall be operated and maintained so as to appear attractive and inviting to the public. Sanitation and sanitary facilities shall be maintained to comply with applicable state and local public health standards. Buildings, ramps, docks, or other structures and improvements shall be kept in repair throughout the life of the contract, to prevent undue deterioration and encourage public use.
- b. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of areas, facility or use intensity.
- c. The applicant agrees to operate and maintain the facility for a minimum of 10 years after completion of the project. If the Cooperating Agency ceases to operate the project as approved, all funds expended by ODNR must be returned to ODNR. Any modification

that would change the scope or use of the project must have written approval from the Ohio Department of Natural Resources.

## **6. User Fees**

User fees are allowed however they must be justified on the basis of maintenance.

- a. User fees may be charged provided they are comparable to fees charged for similar facilities in the same marketplace.
- b. ODNR must approve all user fees prior to being charged.
- c. Local agencies charging a fee will be required to provide 50% matching funds of the total grant.
- d. ODNR prohibits excess revenues from being used to support non-boating activities. If all fee revenues and interest earned thereon are not used for maintenance of the project, the excess revenue must be credited to ODNR. An accounting of revenues and expenditures must be presented to ODNR at the end of each calendar year.
- e. Neither the initial cost, nor the amortization of the Cooperating Agency's share of the project cost, nor interest on any loans can be included in the calculations of the maintenance of the project.
- f. The portion of the project costs that come from ODNR are paid by boaters from all parts of Ohio. Therefore, any fees must be the same for all persons, regardless of race, religion, place of residence, etc.

## **7. Discrimination Prohibited**

- a. The applicant/recipient agrees that no person shall, on the basis of race, sex, religion, age, color, any disability as defined in the Americans with Disabilities Act, national origin or ancestry, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity for which the applicant/recipient receives financial assistance from ODNR Division of Parks and Watercraft.
- b. It is inappropriate to deny access to any boater or discriminate on the basis of race, religion, place of residence, including preferential fees, reservation, membership system, or allocation of spaces.

## **8. Liability**

The grant recipient agrees to defend and hold the State free from liability in case of claim or suit arising from the construction, operation, or maintenance of this project.

## SUBRECIPIENT GRANT AGREEMENT

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES**, acting through its **DIVISION OF PARKS AND WATERCRAFT, ("ODNR")** with offices located at 2045 Morse Rd., Columbus, OH, 43229, and **Lorain Port Authority** (DUNS # 959902206), which is located at 319 Black River Lane, Lorain, Ohio 44052 ("**Subrecipient**").

Expenditures for this Agreement are partially or fully funded by federal funds. ODNR received a federal grant under the terms and conditions of a Boating Safety Financial Assistance Grant, awarded through the U.S. Coast Guard. This grant is identified by Federal Award Identification Number (FAIN) 3320FAS200139, which became effective on October 1, 2019, with a total award amount of \$3,086,563, and an approved indirect rate of 16.46%. This grant is made under Catalogue of Federal Domestic Assistance Number 97.012 Boating Safety Financial Assistance. This Agreement is a subaward of that grant.

Subrecipient is an applicant who submitted a grant proposal (the "Grant Proposal") to ODNR for this grant program. Under R.C. § 1501.01, ODNR may provide federal pass-through grants to eligible applicants. Subrecipient has met the application requirements and has been approved by ODNR as eligible to receive this federal pass-through grant. Subrecipient will undertake the following with funding from this grant: increasing access and opportunities for hand-powered watercraft activities in Ohio as proposed in the Grant Proposal.

The parties therefore agree as follows:

1. **Award.** ODNR hereby awards to the Subrecipient a Boating Safety Financial Assistance Grant subaward not to exceed \$32,175.00 for the purpose of reimbursing the Subrecipient for performance and completion of the deliverables detailed in Attachment(s) Paddling Enhancement Grant Application (the "Project").
2. **Performance of Project.** Subrecipient shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Subrecipient shall: (1) perform and complete the Project as set forth herein; (2) promptly submit the ODNR such reports and documents as ODNR may request; (3) establish a separate special account for the funds for the acquisition and/or development of the Project; (4) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, or assurances set forth in the Grant Proposal without the prior written approval of ODNR's Chief of Parks and Watercraft. unless the proposed change is approved by ODNR. ODNR reserves the right to audit the special account created by Subrecipient, pursuant to this paragraph, either during or after the completion of the Project.
3. **Notice.** All notices, consents, and communications required hereunder (each, a "Notice") shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any

address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

<b>Subrecipient Contact:</b> Kelsey Leyva Office Manager Lorain Port Authority 319 Black River Lane Lorain, Ohio 44052 440-204-2267 kleyva@lorainportauthority.com	<b>ODNR Contact:</b> Melissa Moser Grants Administrator ODNR Parks and Watercraft 2045 Morse Rd. C-3 Columbus, Ohio 43229 614-265-6518 Melissa.moser@dnr.state.oh.us	<b>Federal Agency Contact:</b> Pavlo Oborski Chief, Grants Management Branch U.S. Coast Guard 2703 Martin Luther King Jr. Ave SE Washington, DC 20593-7501 202-372-1055 Pavlo.Oborski@uscg.mil
---	---	---

4. **Research and Development.** Grant funds shall not be used for research and development.
5. **Indirect Costs.** Grant funds are not authorized for indirect costs.
6. **Period of Performance.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of the date on which it is signed by an authorized representative of ODNR. ODNR shall not be responsible for any costs incurred by the Subrecipient prior to the date this Agreement becomes effective. This Agreement shall terminate on June 30, 2021 unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein.
7. **Reimbursement.** ODNR shall reimburse Subrecipient for expenditures for the Project not exceeding the total subaward amount in section 1 above. ODNR is not responsible for any costs incurred by the Subrecipient before being notified by ODNR in writing to proceed. Subrecipient is solely responsible for any difference between the subaward amount and the total project cost. Subrecipient's budget for the Project, as specified in the Proposed Project Components in the Grant Proposal, shall be binding and any changes in the amounts contained therein requires the prior written approval of the Chief of Parks and Watercraft.
8. **Permissible Costs.** Subrecipient shall comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) to determine the permissibility of all expenditures under this Agreement.
9. **Closeout and Remaining Funds.** Subrecipient shall submit a complete and accurate accounting of expenditures under this Agreement to ODNR within 30 days after the completion of the Project. All unused funds remaining at the completion of the Project shall be promptly returned to ODNR.
10. **Termination by ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Subrecipient. If ODNR terminates this Agreement, the Subrecipient will be paid for any non-cancelable obligation properly incurred by the Subrecipient prior to termination. Subrecipient shall return any unused grant funds to ODNR within thirty (30) days of termination.

11. **Political Subdivisions.** If Subrecipient is a political subdivision, then Subrecipient must attach a valid ordinance or resolution authorizing this Agreement. If Subrecipient fails to do so, this Agreement is voidable at ODNR's discretion.
12. **Site Visits.** Subrecipient shall provide access to any properties or facilities improved with this subaward for ODNR representatives to conduct site inspections to assure compliance.
13. **Signage.** Subrecipient shall erect a permanent sign at the site acknowledging assistance from the Ohio Department of Natural Resources Water Safety Fund. Subrecipient shall maintain the sign for at least ten years from the date of its construction. A ramp-symbol sign is required to be displayed from the nearest intersection to give boaters notice that a ramp facility is available.
14. **Post Construction, Operation and Maintenance.** Facilities developed with this subaward shall be operated and maintained so as to appear attractive and inviting to the public. Sanitation and sanitary facilities shall be maintained to comply with applicable state and local public health laws, regulations, and ordinances. Structures developed and improvements to structures made with this subaward shall be kept in repair to prevent undue deterioration and to encourage public use. Any facility developed with this subaward shall be kept open for public use at reasonable hours and times throughout the year. Subrecipient agrees to operate and maintain the facility for a minimum of ten years after completion of the Project. If the Subrecipient ceases to operate the Project as approved, all funds expended by ODNR must be returned to ODNR.
15. **User fees.** Subrecipient may not charge user fees without the prior written approval of ODNR and subject to additional conditions.
16. **Permits.** Subrecipient is solely responsible for obtaining any necessary permits for the Project.
17. **Discrimination.** Subrecipient shall not exclude from participation, be denied benefits of, or be subject to discrimination under any program or activity which Subrecipient receives this subaward for on the basis of race, sex, religion, age, national origin or ancestry, or disability as defined in the Americans with Disabilities Act.
18. **Nondiscrimination in Employment.** Pursuant to R.C. § 125.111 and ODNR policy, Subrecipient agrees that Subrecipient, any subcontractor, and any person acting on behalf of Subrecipient, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the activities. Subrecipient further agrees that Subrecipient, any subcontractor, and any person acting on behalf of Subrecipient or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the activities on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Subrecipient shall cooperate with the state Equal Employment Opportunity Coordinator, with any other official or agency of the state or federal Government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under



the Agreement, and Subrecipient shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard.

19. **Workers' Compensation.** Subrecipient shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Subrecipient, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
20. **Compliance with Laws.** Subrecipient, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
21. **Open Trade.** Pursuant to R.C. § 9.76(B), Subrecipient warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
22. **Liability; Indemnification.** Subrecipient shall be solely responsible for any and all claims, demands, or causes of action arising from Subrecipient's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Subrecipient. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
23. **Drug-Free Workplace.** Subrecipient agrees to comply with all applicable state and federal laws regarding drug-free workplace.
24. **Inspection.** The federal awarding agency, inspectors general, the Comptroller General of the United States, and ODNR, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
25. **OMB Guidance.** Subrecipient shall comply with OMB guidance in subparts A through F of 2 CFR Part 200. Subrecipient must also follow the regulations found in 2 CFR 200.330 through 2 CFR 200.332. Electronic copies of the CFR can be obtained at the following internet site: [www.ecfr.gov](http://www.ecfr.gov).
26. **Use of MBE and EDGE Vendors.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODNR encourages Subrecipient to purchase goods and services from Ohio-certified MBE and EDGE vendors.
27. **Events of Significant Impact.** Subrecipient shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the

award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

28. **Public Records.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) or Ohio public records laws. Requests for research data are subject to 2 CFR 315(e).
29. **Records Retention.** Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a subrecipient. Records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition in accordance with 2 CFR 200.333.
30. **Debarment and Suspension.** Subrecipient shall immediately inform ODNR if it or any of its principals is presently excluded, debarred, or suspended from entering into covered transactions with the federal government or entities according to the terms of 2 CFR Part 180. If Subrecipient or any of its principals receive a transmittal letter or other official federal notice of debarment or suspension, it shall promptly notify ODNR. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Subrecipient shall immediately repay ODNR all funds transferred by this Agreement.
31. **Findings for Recovery.** Subrecipient represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Subrecipient agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
32. **Ohio Ethics Law.** The Subrecipient certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Subrecipient understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.
33. **Expenditure of Public Funds for Offshore Services.** The Subrecipient affirms to have read and understands Executive Order [2019-12D] issued by Ohio Governor Mike DeWine. Subrecipient has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.
34. **Campaign Contributions.** The Subrecipient affirms that, as applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous

calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or the Governor's campaign committees.

35. **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, it is agreed that ODNR's payments are 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 the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.
36. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and with the laws of the U.S. federal funding source. Subrecipient consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
37. **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.
38. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Subrecipient.
39. **Confidentiality Agreements.** Subrecipient shall not require its employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law-enforcement representative. Any prohibitions or restrictions of any internal confidentiality agreements inconsistent with the previous sentence are no longer in effect.
40. **Eligible Workers.** Subrecipient shall ensure all employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the complete forms. These requirements also apply to any contract or supplement instruments awarded under this Agreement.
41. **Lobbying.** Subrecipient certifies that no federal appropriated funds have been paid by or on behalf of Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, or officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient shall request, complete, and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.
42. **Federal Clean Air Act and Water Pollution Control Act.** Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

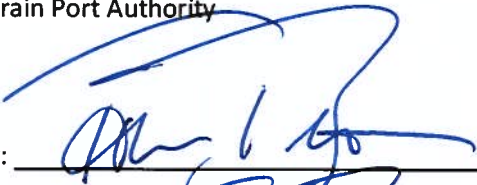
43. **Department of Homeland Security Standard Terms and Conditions.** Applicable provisions of the Department of Homeland Security's Standard Terms and Conditions apply to Subrecipient as if fully reproduced herein. Those terms and conditions may be found at:
- [https://www.dhs.gov/sites/default/files/publications/fy19\\_dhs\\_standard\\_terms\\_and\\_conditions\\_v9.3\\_9.19.19.pdf](https://www.dhs.gov/sites/default/files/publications/fy19_dhs_standard_terms_and_conditions_v9.3_9.19.19.pdf)
44. **Trafficking in Persons.** Subrecipient must immediately inform ODNR of any information received from any source alleging a violation by Subrecipient or its employees of: (1) severe forms of trafficking in persons during the term of this Agreement; (2) procurement of a commercial sex act during the term of this Agreement; or (3) use of forced labor in the performance of any award or subaward.
45. **Qualifications.** Subrecipient represents that it has all approvals, licenses, or other qualifications needed to conduct its business in Ohio and that all are current.
46. **Conflicts.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
47. **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.
48. **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.
49. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
50. **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.


SUBRECIPIENT

Lorain Port Authority

By:   
Printed Name: Tom Brown  
Title: EXECUTIVE DIRECTOR  
Date: 8/25/2020

OHIO DEPARTMENT OF NATURAL RESOURCES

DIVISION OF PARKS AND WATERCRAFT

By:  (For GC)  
Printed Name: Stephen G. Harvey  
Title: Assistant Chief  
Date: 4 September 2020

**STATE OF OHIO  
DEPARTMENT OF NATURAL RESOURCES**

**STANDARD AFFIRMATION AND DISCLOSURE FORM  
EXECUTIVE ORDER [2019-12D]  
Banning the Expenditure of Public Funds on Offshore Services**

**CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:**

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States.

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive and the Agreement will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach a supplemental sheet, if necessary.

1. Principal location of business of Contractor:

319 Black River Lane  
(Address)

Lorain, OH 44052  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

123 Alabama Avenue  
(Address)

Lorain, OH 44052  
(Address, City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where State data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

319 Black River Lane  
(Address)

Locain, OH 44052  
(Address, City, State, Zip)

Name/Location(s) where State data will be stored, accessed, tested, maintained, or backed-up by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

4. Location where services to be performed will be changed or shifted by Contractor:

123 Alabama Avenue  
(Address)

Locain, OH 44052  
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)



# LocoYaks lease area





February 4, 2021

Ms. Tiffany McClelland  
Director  
Lorain Port Authority  
319 Black River Lane  
Lorain, Ohio 44052

Baker Tilly Municipal Advisors, LLC  
175 South Third St., Ste 1250  
Columbus, OH 43215

T: +1 (614) 987 1680  
bakertilly.com

**Re: Engagement Letter and Master Advisory Agreement**

Dear Ms. McClelland:

Baker Tilly Municipal Advisors, LLC (Baker Tilly or the Firm) is pleased to provide the Lorain Port Authority (the Authority) with an engagement letter to serve as the Authority's Independent Registered Municipal Advisor (IRMA) and, as such, provide municipal advisory services to the Authority. This engagement letter sets forth the general terms of the Authority's relationship with Baker Tilly and, upon acceptance, will serve as the Master Advisory Agreement (Master Agreement) between the parties. It is contemplated that from time to time this Master Agreement may be supplemented by one or more Supplemental Advisory Agreements (Supplemental Agreement) outlining the specific scope of services and fees related to a particular financing or project.

Representation and Term of Engagement

Upon acceptance of this engagement letter, the terms and conditions contained herein will serve as the Master Agreement governing the municipal advisory relationship between the Authority and the Firm. Accordingly, the Authority may represent to underwriters and providers of financial products that Baker Tilly is the Authority's IRMA. This agreement will remain in effect for a period of three (3) years, beginning March 1, 2021, unless otherwise terminated.

Fees and Costs

Fees charged for work performed are generally based on a fixed amount, hourly rates for the time expended (as set forth in Exhibit B), or other arrangement as mutually agreed upon as more appropriate for a particular matter. Hourly rates for work performed by our professionals vary by individual and reflect the complexity of the engagement. The fees charged for a particular financing or project will be based on the services to be provided and will be outlined in Exhibit B of the Supplemental Agreement between the parties.

Disclosure of Conflicts of Interest with Various Forms of Compensation

The Municipal Securities Rulemaking Board (MSRB) requires us, as your municipal advisor, to provide written disclosure to you about the actual or potential conflicts of interest presented by various forms of compensation. Exhibit C sets forth the potential conflicts of interest associated with various forms of compensation. By signing this letter of engagement, the signee acknowledges that he/she has received Exhibit C and that he/she has been given the opportunity to raise questions and discuss the matters contained within the exhibit with the municipal advisor.

Billing Procedures

Normally, you will receive an invoice at the conclusion of a financing or a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Once our representation has been concluded or terminated, a final billing will be sent to you. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual agreement to a fixed fee, the actual fees incurred on any project may be less than or exceed the estimate. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

#### Termination

Both the Authority and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Authority and the Firm, or as detailed in a Supplemental Agreement, the scope of services provided in Exhibit A will terminate sixty (60) days after completion of the services.

#### Accountants' Opinion

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Authority personnel. The services provided may include financial advisory services, consulting services, and accounting report services such as compilation, preparation, and agreed upon procedures reports. Please see Exhibit A scope of services. We will not audit, review, or examine the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Authority personnel. Accordingly, false representations could cause material errors to go undetected. The responsibility for auditing the records of the Authority rests with the auditor and the work performed by the Firm shall not include an audit or review of the records or the expression of an opinion on financial data.

#### Client Responsibilities

It is understood that the Firm will serve in an advisory capacity with the Authority. The Authority is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Authority is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The Authority is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

#### Scope of Services

Exhibit A sets forth the general scope of the services to be provided by Baker Tilly under this Master Agreement. From time to time, the Authority may request the Firm's services with regard to specific financings or projects. If this occurs, Baker Tilly and the Authority shall enter into a Supplemental Agreement that sets forth the services to be provided and the fees to be charged, as detailed in Exhibits A and B in the Supplemental Agreement.

### E-Verify Program

The Firm participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). The Firm does not employ any “unauthorized aliens” as that term is defined in 8 U.S.C. 1324a(h)(3).

### Municipal Advisor Registration and Responsibilities

Baker Tilly is a municipal advisor registered with the Securities and Exchange Commission (SEC) and the MSRB. As such, Baker Tilly will provide certain specific municipal advisory services to the Authority. The Firm is neither a placement agent to the Authority nor a broker/dealer.

The offer, sale and execution of any Authority bonds or notes shall be made by the Authority, in the sole discretion of the Authority, and under its control and supervision. The Authority agrees that the Firm does not undertake to sell or place, or attempt to sell or place bonds or notes, but shall provide advice and recommendations regarding the sale of such bonds or notes.

As municipal advisor to the Authority, the Firm will have a duty of care and loyalty to the Authority as well as a fiduciary duty to the Authority.

### Mediation Provision

The Authority and the Firm agree that if any dispute (other than our efforts to collect any outstanding invoice(s)) arises out of or relates to this engagement, or any prior engagement we may have performed for you, and if the dispute cannot be settled through informal negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures (or such other administrator or rules as the parties may mutually agree) before resorting to litigation. The parties agree to engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement.

Any mediation initiated as a result of this engagement shall take place in Columbus, Ohio, or such other location as the parties may mutually agree. If the parties are unable to mutually agree on the selection of a mediator, the mediator shall be determined in accordance with the American Arbitration Association’s Commercial Mediation Procedures. The results of any such mediation shall be binding only upon a written settlement agreement executed by each party to be bound. Each party shall bear its own costs and fees, including attorneys’ fees and expenses, in connection with the mediation. The costs of the mediation, including without limitation the mediator’s fees and expenses, shall be shared equally by the participating parties. Any ensuing litigation shall be initiated and maintained exclusively before any state or federal court having appropriate subject matter jurisdiction located in Columbus, Ohio.

### Other Financial Industry Activities and Affiliations

Baker Tilly Investment Services, LLC (BTIS) is an affiliate of the Firm. BTIS is registered as an investment adviser with the SEC under the federal Investment Advisers Act. BTIS provides non-discretionary investment advice with the purpose of helping clients create and maintain a disciplined approach to investing their funds prudently and effectively. BTIS may provide advisory services to the clients of Baker Tilly.

Ms. Tiffany McClelland  
Lorain Port Authority  
Page 4

BTIS has no other activities or arrangements that are material to its advisory business or its clients with a related person who is a broker-dealer, an investment company, other investment adviser or financial planner, bank, law firm or other financial entity.

If the foregoing accurately represents the basis upon which we may provide advisory services to the Authority, we ask that you execute this document, in the space provided below setting forth your agreement. Execution of this Master Agreement can be performed in counterparts, each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC

By:   
\_\_\_\_\_  
Brian S. Cooper, Director

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

Lorain Port Authority

Date: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

## **EXHIBIT A: GENERAL SCOPE OF SERVICES**

At the request of the Authority, Baker Tilly will provide the following general municipal advisory services. Services related to a specific financing or project will be outlined in a Supplemental Agreement.

- Understand the goals and objectives of the client as they pertain to its financing programs, economic development incentives and cooperative agreements.
- Review existing programs and provide support related to the enhancement of existing programs and development of new programs.
- Advise on appropriate program guidelines, underwriting criteria, application process, approval and funding process for the client's various economic development projects.
- Assist with the development and negotiation of existing and new economic development agreements with other political subdivisions.
- Analyze financial and other information regarding potential economic development projects or programs.
- Identify appropriate incentives, financing options and/or mechanisms that are available and appropriate for potential projects including State of Ohio, municipal and local incentive loans and grants.
- Develop a funding strategy for various aspects of the project related to the incentives identified.
- Develop financial pro-formas, number runs and projections regarding various tax incentives that may be generated to support funding of the project including TIF schedules (sales tax revenue schedules or community authority revenue schedules).
- Assist the client in understanding the financial impact of the various abatement and TIF scenarios.
- Assist the client in negotiating and finalizing development agreements or cooperative agreements.
- Attend meetings on behalf of the client and represent the client when discussing or negotiating the transaction with members of the working group.

### **Additional Services**

At the request of the Authority, the Firm may serve as municipal advisor to the client on certain conduit bond issues and capital lease projects or TIF administration services. Such engagements will be subject to a supplemental engagement letter with a specific scope of service and related fees.

### **Exclusions on Scope of Services**

This engagement does not include services related to annual continuing disclosure reporting, administrative or consultant reports related to prior Authority bond issuances or ongoing reporting requirements of the client. Any such services shall be covered by a supplemental agreement.

Fees charged for work performed in relation to debt issuances are generally based on a fixed amount. Our proposed fees for municipal advisory services related to the issuance of bonds is dependent on the type of security being issued, the method of sale and final scope of service approved by the Authority and Baker Tilly. Fees charged for work performed related to debt issuances are expected (but not required) to be paid from transaction proceeds.

Other arrangements, as mutually agreed upon, may be established based upon the nature of the engagement and time expended, in which case hourly rates or a different fixed fee may be more appropriate.

## EXHIBIT B: FEES AND EXPENSES

**Term:** The initial term of this engagement shall be three years, commencing March 1, 2021 through February 29, 2024. The engagement will remain effective after the initial three-year period and both the Authority and the Firm have the right to terminate the engagement at any time after 10 days advance written notice. Upon termination, all fees and charges incurred prior to termination shall be paid promptly.

For the advisory services provided hereunder, the Firm shall receive the following compensation:

**Advisory Fee** - The Advisory Fee shall equal \$15,000 per year and is payable monthly. The first installment of \$1,250 is payable commencing March 1, 2021 and monthly thereafter so long as the engagement remains in effect. The total Advisory Fee for calendar year 2021 is expected to be \$12,500 (March through December).

At the request of the Authority, the Firm may also provide the following municipal advisory services. Below are a range of estimated fees, which are dependent on the size and complexity of the transaction.

**Conduit Bond Closing Fee** - The anticipated range of fees for municipal advisory services related to a conduit revenue bond are \$20,000 to \$45,000 depending on the size, scope and credit of the issuance and are typically paid from bond proceeds by the borrower. Such engagements will be subject to a supplemental engagement letter with a specific scope of service and related fees.

**Capital Lease Project Closing Fee** - The anticipated range of fees for municipal advisory services related to a capital lease financing are \$20,000 to \$30,000 depending on the size, scope and credit of the issuance and are typically paid from bond proceeds by the borrower. Such engagements will be subject to a supplemental engagement letter with a specific scope of service and related fees.

**TIF Management** - The anticipated range of fees for TIF management services depend on the size, term and history of the TIF district. The customary range of fees for annual TIF management services ranges from \$5,000 to \$10,000 per year.

The above fees shall include all expenses incurred by the Firm with the exception of expenses incurred for travel. No such expenses will be incurred without the prior authorization of the Authority. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity®.

# EXHIBIT C: DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR

## **PART A – Disclosures of Conflicts of Interest**

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

***Material Conflicts of Interest*** – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under this Agreement, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

***General Mitigations*** – As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to the Client, which includes a duty of loyalty to the Client in performing all municipal advisory activities for the Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with the Client and to act in the Client's best interests without regard to the Firm's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- I. **Compensation-Based Conflicts.** The fees due under this type of agreement are in a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.
- II. **Other Municipal Advisor Relationships.** The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of the Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. This conflict of interest is mitigated by the general mitigations described above.

## **PART B – Disclosures of Information Regarding Legal Events and Disciplinary History**

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

- II. **How to Access Form MA and Form MA-I Filings.** The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001616995>.
- III. **Most Recent Change in Legal or Disciplinary Event Disclosure.** The Firm has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

### **PART C – Future Supplemental Disclosures**

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide the Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

### **PART D – Rule G-10: Investor and Municipal Advisory Client Education and Protection**

MSRB Rule G-10 requires that municipal advisors to notify their clients of the availability of a client brochure on the MSRB's website that provides information on the processes for filing a client complaint.

Accordingly, the Firm sets out below the required information.

- I. The Firm is registered as a Municipal Advisor with the Securities and Exchange Commission (867-00880) and the Municipal Securities Rulemaking Board (K1027).
- I. The website address for the Municipal Securities Rulemaking Board is [www.msrb.org](http://www.msrb.org).
- II. The website for the Municipal Securities Rulemaking Board has a link to a brochure that describes (i) the protections that may be provided by the Municipal Securities Rulemaking Board rules and (ii) describes how to file a complaint with an appropriate regulatory authority.