



January 15, 2010

TO: Council President
City Councilmembers
Council Appointees

FROM: Eric Norenberg 

SUBJECT: City Manager's Update

Following are updates on various topics for your information. Please let me know if you have any questions. Thank you!

OMLPS

- Black and Veatch Study Nearing Completion: OMLPS expects to receive the final draft report from Black and Veatch very soon. It will be distributed to the City Council in next week's packet and to the Public Utilities Commission. As previously mentioned, staff proposes that the City Council hold a joint work session with the PUC to hear and discuss a presentation by Black and Veatch on the study and report in early February. As Councilmember Pilacky has a conflict with Monday, February 8, staff checked with Black and Veatch about other dates that week. Black and Veatch representatives are available for this work session on February 9th, 10th or 11th for an evening work session. **Please review your calendars so that we may set this date at the January 19th City Council meeting.** Staff will check with PUC members about their availability as well.
- Proposal Review Status: Black & Veatch and OMLPS are continuing to review and evaluate the responses received to the City's RFP for renewable base load power supply resources. Seven project proposals were received from six developers. It is important to note that one developer did not have specific project proposal but would be willing to assess local organic waste feedstocks in the community to develop a local project. OMLPS has made direct contact with four of the six firms to seek additional information, to provide an update on the City's power supply study and to share next steps in the evaluation and due diligence process. OMLPS also respectfully requested some additional time from the firms to evaluate the proposals. All of the firms were delighted with the City's interest in the projects and are amenable to granting additional evaluation time.

City Manager's Office

- Clinton Climate Positive Development Program Approval Progresses: On Wednesday, staff received back from Clinton Climate Initiative staff a final draft of the Memorandum of Understanding that has been under negotiation for several weeks. It is attached for your review. In discussing the MOU with Council President Sloane, it was felt that holding a work session to discuss the details with the City Council would be wise.

Accordingly, we have two possibilities: January 27 or 28. **Please review your calendars so that we may set this date at the January 19th City Council meeting.**

- Volunteers Assist in Evaluating Options to Mitigate Loss of LCT Operations: As was expected, the County Commissioners announced Monday that Lorain County Transit will end the Oberlin Connector service and the Route 21 that serves Oberlin today. (See attachment.) Last week, representatives of Oberlin Community Services and Oberlin Seniors, Councilmember Meadows and others gathered to discuss possible solutions for Oberlin residents impacted by these cuts. An Oberlin College student is doing some research as part of a Winter Term project and those attending the meeting agreed to do additional research. The group meets again on January 21 at 2 p.m.
- Team Lorain County Active in 2009: The City of Oberlin is an investor in Team Lorain County and has key representatives on the TLC Board of Directors. TLC works to locate new firms to the County (for example assisting us with bringing GreenField Solar to Oberlin) and to retain jobs in the County. One of the examples TLC's retention efforts during 2009 was the successful retention of RR Donnelly in Lorain County by finding a larger facility for that operation here in Oberlin. The TLC Board of Directors is currently chaired by Kevin Flanigan (owner of the former Johnson Controls building and former Bayer building in the Oberlin Industrial Park) and includes two other board members with Oberlin connections: Charles Horton (Oberlin Service Master) and myself. A recent fact sheet about Team Lorain County is attached.
- National League of Cities (NLC) Prescription Card Utilization Statistics Released: The NLC Prescription Discount Card program launched here in November. The utilization information for December and since inception (November and December) is below. ("Total Utilizers" is the NLC term for unique customers utilizing the program.)

Month	City		Total Rxs	Price Savings	Avg. Price Savings	% Price Savings	Total Utilizers
Dec-09	OBERLIN	OH	23	\$230.35	\$10.02	21.6%	9
Cumulative	OBERLIN	OH	41	\$413.64	\$20.20	48.3%	17

Oberlin Fire Department

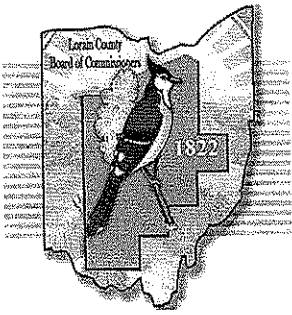
- Fire Station Project Reaches Seven-Month Mark: The Fire Station expansion/renovation is 7/10th of the way through its schedule. Here are the project accomplishments to-date:
 - More sub-contractors are appearing on site as finishing work is initiated indoors. Contractor work and storage trailers are located both on-site and in adjacent Legion Field. Supplies stored in the field will diminish as exterior and larger components are installed.
 - Site work: North and west parking lots are complete with pervious concrete; most existing parking surface/curbing is installed. However, OFD is still not using new lot due to driveway conditions (mud/snow). See www.perviouspavement.org
 - South building addition: Roof decking has been installed with roof insulation (finish to follow). Exterior masonry (brick work) is 99% complete. Room walls/studs are complete on 1st floors, partial 2nd floor, and basement. Electrical, ventilation, fire protection rough-in in all floors; both stairways installed with elevator to follow. This building is closed-in and once weather-tight, drywall installation and finishing will begin. Estimated occupancy: mid- to late February.

- North building addition: Exterior walls partial brick-covered; roof covered/insulated – ready for finishing. Interior wall/studs ready for drywall.
- Apparatus rooms: Area completely enclosed, ready for preparation and finish.
- Existing building: Completed installation of electric conduits, ventilation duct work, and fire protection system across apparatus area. South windows have temporary closure, awaiting new windows.
- Outbuilding: 95% complete (floors/walls/roof), awaiting doors and new electric generator set.
- Finish/detail: Furniture/fixture contract approved by Council. Delivery is expected by occupancy of south building. Items for existing building will be stored until completion.

Project issues: The source of water flow into the elevator pit area has been identified as old hand-dug brick-lined water well and soil area. Geo-tech engineers have recommended an additional drain tile around exterior pit area with sump and standard soil replacement/compaction for proper remediation of water issue. Change orders are forthcoming for cost of this work and the ordinances will likely appear on the February 1 City Council agenda.

The project schedule has fluctuated with the onset of winter weather (cold/snow). The delay in project initiation from March to May 2009 was the primary cause of not reaching building close-in before the weather. Accordingly, exterior work has been slowed or curtailed. Final completion originally scheduled for mid-April may likely extend into May.

Please contact the Fire Chief or me if you have any questions. Weekly photo updates are posted on-line at: www.oberlin-fire.com/Administration/fire%20station.html



LORAIN COUNTY

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County Administrator
James R. Cordes
440-329-5760

Assistant County
Administrator
Ronald F. Twining
440-329-5530

Clerk of Board
Theresa Upton
440-329-5103

Animal Control Officer
J. A. Szlempa Sr.
440-326-5997

Budget Director
Lisa Hobart
440-329-5201

Charles Berry Bridge Supervisor
Charles Mackin
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Children & Family Council
Melissa Stefano
440-284-4467

Community Development
440-328-2323

E-9-1-1 Director
Robin Jones
440-329-5444

Emergency Management
& Homeland Security Director
Thomas Kelley
440-329-5117

Golden Acres Administrator
Jeri Dull
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Human Resources Department
440-329-5150

IT Director
Emie Smith
440-329-5786

Lorain County Transit
Richard Enty
440-328-2490

Maintenance Director
Dennis Shawver
440-329-5326

Office on Aging Director
Patricia Littleton
440-329-4818

Office Services Supervisor
Jennifer Demich
440-329-5115

Purchasing Director
Yvonne Newton
440-329-5240

Records Center Supervisor
Lynn Wallace-Smith
440-326-4866

Solid Waste Director
Daniel Billman
440-329-5442

Special Projects Manager
Karen Davis
440-329-5102

Workforce Development Director
Vivian Alexander
440-284-1830

To: LCT Stakeholder and Referring Agencies

From: Richard M. Enty, Interim General Manager
Lorain County Transit

Date: January 11, 2010

Subj.: Lorain County Transit Service Changes

At today's meeting of the Lorain County Board of Commissioners, the specifics of proposed 2010 budget and service reductions previously authorized by the Board last June were approved.

The following changes will go into effect Monday, January 18th: The Oberlin, Amherst & Avon/Avon Lake Community Connectors, along with the Vermilion elderly bus service, will be discontinued. The last day of service will be Friday, January 15th for these as well as LCT Routes 3, 11, 21, 31, 41, 42, 43, 53 and the Evening Loops.

Only LCT Routes 1, 2, 51 & 52 will continue operating using one bus for the combined Route 1/51 and one bus for the combined Route 2/52. These routes will operate once every two hours instead of once hourly. In order to preserve service to key social service agencies along North Ridge Road, the Route 1 will be slightly modified. When traveling south from Meridian Plaza, instead of operating along Homewood Drive, E. 34th and Plant Streets, it will continue south along Broadway to North Ridge Road and go east to where it will return to its regular route on West River Road.

Two Dial-A-Ride/Paratransit buses will operate to serve customers unable to use the regular fixed route service. As permitted by Federal law, the Dial-A-Ride/Paratransit service will now operate only within 3/4 of a mile on either side of the remaining two fixed routes. All LCT service will operate Monday through Friday, 6am to 6pm only.

Additionally, a previously-authorized fare increase went into effect on January 1. The base regular fare increased from \$2.05 to \$2.20, however the \$5.00 All Day Pass rate remains unchanged.

For more information please contact me at 440.328.2493. We apologize for the hardship and inconvenience that these changes will cause. Efforts are ongoing to identify funds to restore service as soon as possible. We would appreciate anything you can do in that regard.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “**Agreement**”) is made by and between the Clinton Climate Initiative (“**CCI**”), a program of the William J. Clinton Foundation (the “**Foundation**”), located at 383 Dorchester Ave., Suite 400, Boston, MA 02127 USA, and City of Oberlin and Oberlin College (“**Partners**”). CCI and Partners are collectively referenced herein at times as the “**Parties.**”

BACKGROUND

CCI strives to make a measurable difference in the fight against climate change in practical, measureable, and significant ways. CCI serves as the exclusive implementing partner of the C40 Large Cities Climate Leadership Group (C40), an association of large cities around the world that have pledged to accelerate their efforts to reduce greenhouse gas emissions (“**GHG Emissions**”). In this capacity, CCI works with members of the C40, as well as other public and private partners, to develop and implement large scale projects to improve energy efficiency and directly reduce greenhouse gas emissions in buildings, waste management, transportation, outdoor lighting, ports, and other areas.

CCI has partnered with the U.S. Green Building Council (“**USGBC**”) to realize the goals of expanding sustainable business practices. USGBC is the developer of the LEED® Green Building Rating System™ and is committed to expanding sustainable business practices. USGBC is composed of more than 15,000 organizations from across the building industry, which are working to advance structures that are environmentally responsible, profitable, and healthy places to live and work.

Pursuant to an agreement between CCI and USGBC, CCI has agreed to engage local partners to, among other things, achieve the goal of creating a global program seeking to significantly reduce the impact of new developments on global climate change. The intent of this Climate Positive Development Program (the “**Program**”) is to catalyze model projects that demonstrate how communities around the world can reduce their net greenhouse gas emissions below zero (“**Emissions Goals**”) and contribute towards the restoration of natural systems (“**Ecological Goals**”). Though several environment standards for the built environment currently exist, the Program’s effort is unique in the holistic approach to project scope it is taking, and the aggressiveness of the Emissions Goals and Ecological Goals (collectively, “**Climate Positive Goals**”) it is pursuing. The Program will include the development of a standard metric and measurement protocol for quantifying GHG Emissions at the community scale (“**GHG Emissions Protocol**”). The Program will also develop and define additional protocols and best practices (collectively, including GHG Emissions Protocol, “**Climate Positive Metrics**”).

In its initial stage, the Program will integrate and deploy CCI’s full range of programs into a focused partnership with a select number of noteworthy projects (“**First Stage Developments**”). . In Year 1 the Program expects commitments for 15-18 projects globally, each selected by CCI for the partner’s commitment to leading-edge innovation at scale and working on an accelerated timeframe. CCI desires to engage the undersigned Partners to be a part of the

Program with the understanding that the Partners will make their best efforts to implement the GHG Emissions Protocols and Climate Positive Metrics.

Partners commit to collaborate with local, national and international partners to be a model Climate Positive Development and to participate in the development of Climate Positive Metrics (“**Standard Metrics Development Process**”) and GHG Emissions Protocols in cooperation with CCI, USGBC, and other First Stage Developments.

1. **Goal Commitment.** The parties agree to make use of their respective resources and to work with urgency to achieve the goal (“**Goal Commitment**”) of reducing the City of Oberlin's and Oberlin College's GHG Emissions below zero through the implementation of economically viable innovations in a combination of strategies that may include the specific strategies listed below. GHG Emissions Protocols will be mutually agreed upon and revised as necessary on an ongoing basis by CCI, participating First Stage Developments, and the Partners (the City of Oberlin and Oberlin College) through a global Standard Metrics Development Process as a part of the Program.

Specific strategies which may be pursued to meet the GHG Emissions Protocol and other Climate Positive Metrics may include but are not be limited to:

- High performance green buildings.
- High efficiency power and water distribution systems.
- Utilization of clean energy produced either onsite or offsite for 100+% of total energy requirements of the development. Examples of clean energy production would include solar, wind, waste to energy, and biomass.
- Implementation of combined heat and power or heat and cooling.
- Geothermal or ground source heat systems
- Integrated waste management, including recycling and recapture of organic waste/
- Greywater systems.
- Onsite stormwater management.
- Energy efficient street lighting, such as LEDs.
- Transit-oriented development.

2. **Partners' Commitments.** Partners agree to undertake the following:

- a. ***Co-Development of a Collaborative Workplan*** – Partners will engage in a collaborative process with CCI that will result in a mutually agreed-upon written workplan (“**Workplan**”) specifically outlining the measures CCI and Partners will take in support of achieving the Climate Positive Goals. This Workplan will include the identification of the projects for which the Partners shall make their best efforts to implement the GHG Emissions Protocols and Climate Positive Metrics. Upon its completion, the Workplan will be incorporated into this Agreement by being attached as an Exhibit.

3. **CCI Commitments.** CCI will support the Goal Commitment by:
- a. ***Co-Development of a Collaborative Workplan and Letter of Commitment and Commitment*** - CCI will engage in a collaborative process with Partners that will result in a Commitment Workplan as set forth in Section 2.
 - b. ***Co-Development of a Preliminary Workplan*** - CCI will engage in a collaborative process with Partners that will result in a Preliminary Workplan as set forth in Section 2.
 - c. ***Convening and Catalyzing Public Sector Support*** - Convening and catalyzing political will among governmental and nongovernmental organizations relevant to the Partners' achievement of Climate Positive Goals. Specific support may include removing barriers to strategies that help achieve Climate Positive Goals, providing technical support to policy makers, and forging active local partnerships.
 - d. ***Standards Development*** - Coordinating and developing the Climate Positive Metrics for the Program.
 - e. ***Formation of Advisory Council*** – The Program will coordinate and manage the formation and functions of an Advisory Council of international experts versed in different elements of real estate development whose functions may include providing guidance, best practices, and high level technical assistance to First Stage Developments as well as program wide assistance in standards development.
 - f. ***Project Management*** – Working closely with Partners in support of their commitments as set out in Section 2 of this Agreement.
 - g. ***Internal Technical Assistance*** - Providing technical assistance to the Partners through internal CCI experts as appropriate.
 - h. ***External third party technical assistance*** - Aiding in sourcing and managing technical assistance to the Partners from external resources.
 - i. ***Best practice dissemination*** – Identifying, creating, and facilitating dissemination of best practices and case studies across first stage developments.
 - j. ***Announcement and Media Outreach*** –Announcing and publicizing the collaboration and support of Partners as a part of the global launch of the Climate Positive Development Program at the C40 Summit in May 2011. Leverage current and future Foundation media resources and spokespeople, as appropriate, to raise awareness about the work undertaken in connection with

the Program and this Agreement and the positive role of large scale urban developments in combating climate change.

*k. **Data Collection Coordination*** – Coordinate evaluation and data collection efforts among the Partners and other participants in the Program in order to report aggregate Climate Positive Development Program results.

4. **Term/Termination.** The term of this Agreement shall commence upon the date hereof and shall continue for an initial term of two (2) years and may be renewed for additional terms upon the joint written agreement of the parties, provided, however, that: (i) termination shall not discharge any obligations of either party under Sections 8-10 of this Agreement; (ii) either party may terminate this Agreement if the other party fails to perform its obligations hereunder and such failure to perform is not cured within thirty (30) days following written notice from the complaining party of such failure to perform; and (iii) the Foundation may terminate this Agreement upon not less than ninety (90) calendar days prior written notice to Partners should the Foundation discontinue its work or make other significant programming changes requiring the termination of this Agreement.
5. **Press/Marketing.** Any public announcements through press releases, media advisories or other similar means regarding this Agreement or the work of the parties hereunder, including but not limited to the use of the name or logo of the City of Oberlin or Oberlin College, shall require the prior written approval of the each party hereto regarding the issue of its own name or logo prior to such announcements.
6. **Notices.** All notices and requests in connection with this Agreement shall be given to the parties via certified mail, return receipt requested, by recognized overnight delivery service, by facsimile, or by hand, at the addresses listed on the first page of this Agreement, or at such other addresses (including e-mail) as set forth below. All notices and requests shall be deemed given the earlier of seven (7) days after duly deposited in the mails properly addressed with postage prepaid, or when actually received.

City of Oberlin
Eric Norenberg
City Manager

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Oberlin College

Name:

Title:

Address:

Phone:

Fax:

Email:

7. **Other Efforts.** The parties to this Agreement may from time to time choose to engage in additional efforts to enhance or support the work contemplated by this Agreement. Such additional efforts shall be separately agreed upon, in writing, by the parties and will be made a part of this Agreement by being attached as an addendum and/or amendment to this Agreement.
8. **Intellectual Property.** The Parties acknowledge the William J. Clinton Foundation's ownership of its name and logos, including images of President Clinton, in any format (the "**Foundation Marks**"). This Agreement shall not be construed to grant Partners any license to use the Foundation Marks except in reference to the parties' work as set forth in this Agreement, and in such form and manner as may be approved with the prior written consent of the Foundation. Any and all requests for use of the Foundation Marks, expressly including images or quotes of President Clinton, shall be submitted to the Foundation and will require the written approval prior to any such use.
9. **Confidentiality.**
 - a. During the course of this Agreement, the parties may make available to each other certain Confidential Information (as hereinafter defined) or one party may otherwise learn of Confidential Information belonging to the other party. For purposes of this Section 10, "**Confidential Information**" means any and all confidential or proprietary information regarding a party or its business,

including, without limitation, all products, patents, trademarks, copyrights, trade secrets, processes, techniques, scientific information, computer programs, databases, software, services, research, development, inventions, financial, purchasing, accounting, marketing, fundraising and other information, whenever conceived, originated, discovered or developed, concerning any aspect of its business, whether or not in written or tangible form; provided, however, that the term "Confidential Information" shall not include information (i) which is or becomes generally available to the public on a non-confidential basis, including from a third party provided that such third party is not in breach of an obligation of confidentiality with respect to such information, (ii) which was independently developed by a party not otherwise in violation or breach of this Agreement or any other obligation of one party to the other, or (iii) which was rightfully known to a party prior to entering into this Agreement.

- b. Except as otherwise provided herein: (i) the parties shall hold in strictest confidence any of the other party's Confidential Information; (ii) the parties shall restrict access to the Confidential Information to those of their personnel with a need to know and engaged in a permitted use of the Confidential Information; (iii) the parties shall not distribute, disclose or convey Confidential Information to any third party; (iv) the parties shall not copy or reproduce any Confidential Information except as reasonably necessary to perform any obligations hereunder; and (v) the parties shall not make use of any Confidential Information for its own benefit or for the benefit of any third party. The foregoing to the contrary notwithstanding, the parties shall not be in violation of this subsection in the event that a party is legally compelled by state or federal law to disclose any of the Confidential Information, provided that in any such event the disclosing party will use its best efforts to provide the other party with reasonably prompt written notice prior to any such disclosure so that the non-disclosing party has the opportunity to obtain a protective order or other confidential treatment for the Confidential Information, and in the event that a protective order or other remedy is not obtained by the non-disclosing party, the disclosing party will furnish only that portion of the Confidential Information which, to the best of its knowledge, is legally required to be furnished.
- c. The parties agree that the Foundation may, in accordance with applicable state and federal law, publish and disclose the Partners' otherwise Confidential Information in the form of aggregated data disclosed to Foundation, to the extent permitted by the Family Educational Rights and Privacy Act (FERPA) and any other applicable state or federal law. In accordance with FERPA and any other applicable state or federal law, Foundation agrees to ensure that aggregated data do not inadvertently disclose the Partners' individually-identifiable data or any personally identifiable information from the education record of a student of Oberlin College.

10. **Indemnification.** Each party agrees to defend, indemnify and hold harmless the other from and against and to reimburse it for any and all claims, obligations and damages, any and all taxes and any and all liabilities directly or indirectly arising out of or in connection with any breach of this Agreement or resulting or arising out of the activities of a party in connection with the work undertaken by it hereunder. For purposes of this indemnification, "claims" shall include all obligations, actual damages and costs reasonably incurred in defending any claim against the other party, including, without limitation, attorneys' and expert witness fees, court costs, other litigation expenses and travel expenses. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.
11. **Severability.** If, for any reason, any part of this Agreement is held to be invalid, that ruling shall not impair the operation of such other parts of this Agreement as may remain otherwise intelligible.
12. **Waiver.** Any waiver granted by a party hereto shall be without prejudice to any other rights such party may have, will be subject to such party's continuing review and may be revoked, in such party's sole discretion, at any time and for any reason. No party shall be deemed to have waived any right, power or option reserved by this Agreement by virtue of any custom or practice of the parties at variance with the terms hereof; any failure, refusal or neglect of the parties to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations hereunder.
13. **Choice of Law and Venue.** This Agreement shall be governed by the substantive laws of the State of Ohio, which shall prevail in the event of any conflict of law. The parties agree that either may institute any action against the other in any state or federal court of competent subject-matter jurisdiction located in the State of Ohio, and the parties hereby irrevocably submit to the jurisdiction of such court and waive any objection that it may have to either the jurisdiction of or venue in such court.
14. **No Assignment.** This Agreement may not be transferred or assigned to any other party without the express written permission of the other parties hereto.
15. **Counterparts and Facsimiles.** The parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered by facsimile transmission, and facsimile copies of executed signature pages shall be binding as originals.

[Signatures follow]

Acknowledged and agreed to this ____ day of _____, 2010.

City of Oberlin

The William J. Clinton Foundation

By: _____

By: _____

Name: Eric Norenberg

Name:

Title: City Manager

Title:

Clinton Climate Initiative

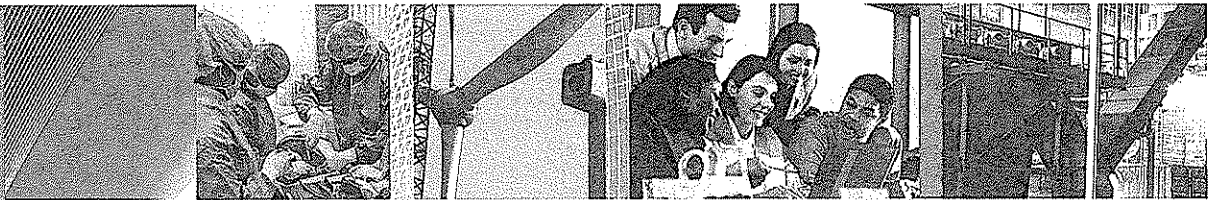
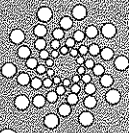
Oberlin College

By: _____

Name:

Title:

Team
Lorain
County



It takes a team To make Lorain County grow

Team Lorain County [TLC] is a private/public economic development partnership dedicated to attracting new business investment to the county, retaining our current businesses and assisting them in expanding.

- **Since our first year of operation Team Lorain County has participated in the attraction and growth of approximately 1,600 new jobs, \$40 million in new payroll, and \$60 million in new capital investment to Lorain County**

Because of Team Lorain County investors....

- Lorain County now has one of the premier Business Retention and Expansion [BRE] programs in the country
- Lorain County has a leadership role in regional and statewide business attraction initiatives and activities
- For the first time Lorain County has an organization that is actively and successfully marketing the area for new business investment. Marketing efforts include, web, e-mail, social media, industry trade shows, tours of Lorain County for corporate representatives, and sales trips to the offices of international business decision makers.
- Lorain County now has a complete and functional team to handle Business Attraction, Retention, and Expansion Projects as well as other economic development initiatives.
- In 2009 alone, Team Lorain County actively worked
 - 76 leads for business attraction projects
 - 19 Business expansion/retention projects
 - 6 general business/economic development projects
- Lorain County is currently short-listed on 8 leads representing a potential 1,570 jobs and \$52 million in payroll and capital expenditures of \$172 million
- Lorain County has rolled out the red carpet and welcomed business decision makers from a variety of different companies and industries representing the entire United States as well as overseas.
- These activities are representative of a broad spectrum of companies in Manufacturing, Alternative Energy, Professional, Back-Office and other industries.

Thank you for your continued support! Team Lorain County needs our investors to continue to build upon our momentum and drive the positive evolution of our Economy.

A Proud Member of:



Cleveland+
LORAIN COUNTY

www.teamloraincounty.com