



319 Black River Lane
Lorain, Ohio 44052
440.204.2269
lorainport.com

DATE: January 6, 2023
TO: Board of Directors
FROM: Brad Mullins, Chairman, Boards of Directors
SUBJECT: Meeting Notice

Please be advised that a Regular Board Meeting has been scheduled for 7:00 p.m. on

Tuesday, January 10, 2023

Location:
Lorain Port and Finance Authority
319 Black River Lane
Lorain, OH 44052

cc: Mayor/Administration
City Council
Media

Lorain Port and Finance Authority
Board of Directors Regular Meeting
Tuesday, January 10, 2023, at 7:00 p.m.
Port Office

AGENDA

- I. Roll Call
- II. Pledge of Allegiance
- III. Disposition of Meeting Minutes
 - A. February 8, 2022, Financial Planning & Audit Committee Meeting
 - B. February 8, 2022, Marketing & Public Affairs Committee Meeting
 - C. April 27, 2022, Committee of the Whole Meeting
 - D. October 13, 2022, Bylaws & Personnel Committee Meeting
 - E. December 13, 2022, Regular Board Meeting
- IV. Report of Officers
 - A. Chairman
 - 1. Correspondence received:
 - B. Executive Director
 - 1. Winter Storm Damage Report
Staff Presenter: Tom Brown, Executive Director
 - 2. Agreement with Bialosky Cleveland: Resolution No. 2023-__
Staff Presenter: Tom Brown, Executive Director
 - C. Assistant Director
 - 1. Baker Tilly Municipal Advisors Services Agreement: Motion to approve
Staff Presenter: Tiffany McClelland, Assistant Director
- V. Report of Committees
 - A. Contract Management Committee
 - 1. 2023 Independence Day Fireworks Display
Staff Presenter: Kelsey Leyva-Smith, Office Manager
 - B. Strategic Development Plan Committee
 - C. Marketing and Public Affairs Committee
 - D. Financial Planning and Audit Committee

E. Bylaws & Personnel Committee

- VI. Other Business
- VII. Public Comment
- VIII. Adjournment

Lorain Port and Finance Authority
Board of Directors
Financial Planning & Audit Committee Meeting
Tuesday, February 8, 2022, at 5:30 p.m.
Port Office

Committee: Ms. Bonilla; Messrs. Kuszniir, Sommers and Zellers (4)

Board Members: Messrs. Mullins, Nielsen and Veard

Staff: Tom Brown, Executive Director
Tiffany McClelland, Assistant Director
Yvonne Smith, Accountant
Kelsey Leyva-Smith, Office Manager
Lil, Goose Dog

Guests: None

I. Roll Call

A. The committee meeting was called to order at 5:35 p.m. by Chairman Matthew Kuszniir with a roll call indicating a quorum present.

II. Disposition of Meeting Minutes

A. June 14, 2021, Financial Planning & Audit Committee Meeting: Mrs. Leyva Smith said there was one change on the first page under budgetary process. The word “fun” was corrected to “fund.” Mr. Zellers moved to approve the meeting minutes as corrected. Second by Mr. Sommers. Motion carried.

B. November 30, 2021, Joint Bylaws & Personnel and Financial Planning & Audit Committee Meeting: Mrs. Leyva-Smith said minor typos on page three, four, five were corrected. Mr. Sommers moved to approve the meeting minutes as corrected. Second by Ms. Bonilla. Motion carried.

III. Report of Chairman

A. 2022 Budget Work Session: Mr. Kuszniir turned the floor over to Mrs. Smith. Mrs. Smith said the staff sat down and went through this budget. There was one change, which is why there is a handout. Prior year encumbrances, changes the amount going into 2023. In taxes we received \$13,000 more

than initially projected by the county. She asked if there were any questions? A lot of the intergovernmental numbers are static and can't be changed. For recreational fees we input a projected amount and we're typically pretty conservative. We have the Oasis lease in there. The one for CenturyLink/Lumen, last year they didn't pay but they have paid for this year. Instead of \$1,500 last year and this year we received \$3,000 this year. For Black River Landing revenues, we did a conservative \$15,000, which includes Rocking on the River's payment. Economic development is what we project to come in. KIFBL is the balance of what we expect to come in this year. Mrs. Smith said she books the whole amount in the current year and then whatever's left will be reprogrammed into the next year. Lighthouse, last year, they gave us \$13,839, so we're being a little conservative there. On page 2 under expenditures, shuttle boats we projected \$17,000 for captains and \$15,000 for everything else, which is in line with what we've done in the past. Under utilities we projected a little more in gas and water for the additional properties we purchased. Mr. Brown said Mrs. Smith gave a good summary of the revenues. He said we tend to be conservative on our revenues and harsh on expenditures. Mr. Brown thinks we can do better with revenues. He and Ms. McClelland are chasing deals every day and changes could be added. Our revenues were higher last year due to property sales and KIFBL. Looking at expenses, we cushioned utilities a little bit due to 3807 West Erie. We're working hard to find a lease holder, which would then be added as a revenue. Salary expenses are pretty standard with the adjustments made in December 2021. Some items are highlighted in gold. Moving forward we're consolidating those items into one account, but because we didn't do that this year, we had one month where some expenses came out of the previous economic development account. Hospitalizations is pretty constant. If you look down to telephone, we're estimating saving a couple of thousand. We will not have the Bonaminio expense, unless they approach us and want to host another event. That would be money in and money out just like last year. Fireworks was split out to better show the cost, which is \$22,075. The permit

is \$75, and the contract is \$22,000. The ODNR Lease looks high because we had two payments in one year. We're back down to one payment this year, which is the same amount. Same with US Army Corps of Engineers lease. Uniform Accounting Network is a constant. Tax collection fees were bumped up a little bit to be safe. Planning consultant is our financial advisor, and he said the staff is deciding which route to go. Liability insurance premiums reflect the extra building, but we're hoping to see a \$11-12,000 savings without the Marine Patrol. Everything else is pretty standard. Repairs, we did \$174,000 last year. We're talking about \$185,000 this year. We'll have a federal single audit again this year. Mr. Brown said he wanted to bring a balance budget but put \$100,000 in capital. With the stage project, it's hard to know exactly what we're going to get into, so he wanted at least a placeholder for now. Mr. Brown doesn't have any large capital projects in mind this year but it's there if we need it. We won't use it if we don't have to. Our goal with the stage project is to get sponsorships and financing. If you look back, in 2014 and 2015 about \$320,000 carry over. In 2017 we got to \$500,000 and has grown since then. He thinks hovering around \$500,000 carryover is healthy. Mr. Brown said the plan is to not spend everything budgeted and his goal is to bring in more revenues. Mrs. Smith said the Paddle Boat Enhancement Grant was completed. The Marine Patrol had \$16.11 remaining, and that was reallocated. About \$14.79 was used for the OPERS payment and \$1.32 is left. She plans to budget that amount and close the account. For Inclusive Project Planning Grant, some of the funds are in and some are not. It's a reimbursement grant from JobsOhio. Under Kelley's Island, you'll see all the funds that didn't come in last year have been reprogrammed. It's an even wash in and out. The Port and Parks Bike Trail Station was also reprogrammed into this year from last year. In the custodial funds, which is the ESID and ROTR, we do not need to budget because they are custodial funds. Mrs. Smith opened the floor to questions and comments. Mr. Kusznir thanked Mrs. Smith for providing the detailed synopsis. He asked as we go out for sponsorships and receive money for the stage, how would

that be handled? Mrs. Smith said it would be its own fund, such as a capital project fund. Mr. Mullins asked if we'd need to factor in additional expenses once the stage is complete? Mr. Brown said eventually, yes. Our fee structure will likely change. He envisions having our own sound company and including that in the rental price. Mr. Zellers moved to send the 2022 permanent budget for the full board for approval. Second by Ms. Bonilla. Motion carried.

IV. Other Business

A. None.

V. Adjournment

A. There being no further business to come before the Financial Planning and Audit Committee, Mr. Zellers moved to adjourn. Mr. Sommers seconded. The motion carried and the meeting adjourned at 5:54 p.m.

Matthew Kuszniir, Chairman

Tom Brown, Executive Director

Lorain Port and Finance Authority
Board of Directors
Marketing and Public Affairs Committee Meeting
Port Office
Tuesday, February 8, 2022, at 6:30 p.m.

Committee Members: Ms. Bonilla; Messrs. Nielsen, Veard and Zgonc (4)

Board of Directors: Messrs. Sommers and Zellers

Staff: Tom Brown, Executive Director
Tiffany McClelland, Assistant Director
Yvonne Smith, Accountant
Kelsey Leyva-Smith, Office Manager
Michael Brosky, Esq., Port Attorney (6:52 p.m.)

Guests: Rick Payerchin, The Morning Journal (6:43 p.m.)

I. Roll Call

A. The Marketing and Public Affairs Committee Meeting was called to order at 6:30 p.m. by Chairman Carl Nielsen with a roll call indicating a quorum present.

II. Disposition of Meeting Minutes

A. March 9, 2021, Joint Marketing & Public Affairs and Strategic Development Plan Committee Meeting: Mrs. Leyva-Smith said she fixed a typing error on page two. Mr. Veard moved to approve the minutes as corrected. Second by Mr. Zgonc. Motion carried.

B. May 11, 2021, Joint Marketing & Public Affairs and Strategic Development Plan Committee Meeting: Mr. Veard moved to approve the meeting minutes as presented. Second by Ms. Bonilla. Motion carried.

C. June 2, 2021, Joint Marketing & Public Affairs and Strategic Development Plan Committee Meeting: Mr. Veard moved to approve the meeting minutes. Second by Mr. Zgonc. Motion carried.

III. Report of Chairman

A. BRL Marketing Program: Mr. Nielsen said last year we started back up the campaign for BRL, Black River Landing. He wants to talk about what direction we want to take and where we want to go with BRL. Back before ROTR, he and Mr.

Steve Bansek wanted to brand the site to make it known as the Port's and a great place to visit. They presented to the board then but didn't get much traction. Last year, the idea was reenergized, and Mr. Brown allocated money for marketing items (T-Shirts). Staff and board members threw the t-shirts during intermission at concerts, and it was well received. Mr. Nielsen said his thought process is we have to pass a levy every five years. He said the decisions he makes are to ensure we continue passing levies. The public may not appreciate all we do, but they sure love going to concerts and seeing Black River Landing filled with people. He wants to make people more aware of Black River Landing, not just as the site of any one event. This is BRL, where people go to have fun and enjoy. We need to get creative and come up with the direction we want to push marketing Black River Landing. Mr. Nielsen said he thinks doing t-shirts again is a good idea. The people who pass our levy need to be excited about the stage project and what we do. What level of an ad campaign do we want to buy into to market BRL as a destination? Sort of like, Kelly's Island, Put-in Bay, or The Flats in Cleveland. Mr. Mullins said you need some type of draw. He thinks the facility is underutilized. We're active from Memorial Day to Labor Day, but there's so much more he thinks we can do. Maybe a website just for Black River Landing. Mr. Nielsen said the staff needs to buy into the ideas. His son suggested BRL having its own website, its own podcast on Wednesdays, and social media posts – something interns could do over the summer. Ms. Bonilla said she remembered an architect saying we needed a permanent draw year-round. Something like a water feature. Mr. Brown said a water feature is weather dependent, but the architect we chose is taking a holistic approach to the entire site. Mr. Nielsen said we have a lot of dog walkers. Do we look into having someone clean the trails during the winter months? What would the cost be? How would that factor into our budget? Mr. Mullins said Mr. Ralph Bruening used to maintain the sites for us. Do we need someone similar again? Mr. Nielsen said our real estate has grown, too. He can see as our fee structure gets more in line with where it should be, we could hire someone to be an event coordinator for our site, down the road. Mr. Kuznir suggested maybe a snow hill for sledding.

He asked if there was money in the budget to hire a marketing firm to help formulate a five- or 10-year plan? He's interested in marketing our economic development as well. Mr. Nielsen suggested a work session in the future to lay out some of these things. He doesn't think we need to bring anyone in at this time. We need to solidify what we want before we bring someone in. (6:43 p.m. Rick Payerchin). Mr. Zellers said we need to get our name out there as much as we can. He suggested starting with the excitement of the stage. Mr. Nielsen said tonight's just to open everyone's mind. The next meeting can go over more specifics. Mr. Brown said ultimately this comes down to the budget and our strategic plan – who do we want to be? He remembers spending a lot of money and not a lot of return on investment from Maximum Velocity. You hire firms for specific things. He's hesitant on doing a retainer due to budgetary constraints. Mr. Zellers asked what it would cost? Mr. Brown said it varies. Mr. Mullins said \$25-30,000 to get a website. Mr. Brown said the staff gets pulled in a lot of different directions, and he would hate to spend that kind of money and not have fresh content regularly. He said he'd like the t-shirt and slogan to center around the permanent stage project. Mr. Nielsen said we want to sell our brand and new stage. We'll have a popup tent, and board members and staff will need to commit to concert dates they will attend to help promote the project. He suggested the committee recommending t-shirts again to the full board. It's within Mr. Brown's threshold. Mr. Mullins said what about hosting our own events? He sees an opportunity for Oktoberfest. Mr. Zellers said we also have boats. Mr. Nielsen said we should be partnering with people for events.

- B. Water Taxi:** Mr. Nielsen said the second item is the Water Taxi. He and Mr. Mullins are trying to get together with The Shipyards owners. He thinks we need to support the taxi whether we get funding or not. Last year was a learning experience for everyone. We made mistakes and did some things right. Mr. Mullins said by the end of the season people were asking for or about it. He thinks there needs to be better signage. Mr. Zellers asked if the loss was about \$14,000 last year? Mr. Nielsen said yes. Mr. Zellers said he's comfortable with that, and if we do get support then we'll be in an even better position. Ms. Bonilla

asked about the restaurants having a buy in? Mr. Nielsen said that's the plan to go to the business owners. The biggest benefiter of the taxi is The Shipyards. Mr. Nielsen said we don't have to decide tonight, but is everyone okay with the worst-case scenario? (Mr. Brosky 6:52 p.m.) Mr. Nielsen said if you factor in depreciation, it's about \$100 per hour including the captain. Mr. Kuszniir suggested sponsorships? Like tours sponsored by Mercy Health. Mr. Nielsen said by next month he hopes to have a more defined course of action for the summer. Mr. Brown said Rockin on the River opening night is May 27, 2022 and is the pour date for the Port. Mr. Nielsen suggested t-shirts for the volunteers.

IV. Other Business

A. None.

V. Adjournment

A. There being no further business to come before the Marketing and Public Affairs Committee, Mr. Veard moved to adjourn the meeting. Second by Mr. Zgonc. The motion carried, and the meeting adjourned at 6:58 p.m.

Carl Nielsen, Chairman

Tom Brown, Executive Director

Lorain Port and Finance Authority
Board of Directors
Committee of the Whole Meeting
Port Office
Tuesday, April 27, 2022, at 5:00 p.m.

Board of Directors: Ms. Bonilla; Messrs. Mullins, Nielsen, Scott, Sommers,
 Veard, Zellers and Zgonc (8)

Staff: Tom Brown, Executive Director
 Yvonne Smith, Accountant
 Kelsey Leyva-Smith, Office Manager

Guests: Sanford Washington, Lorain Safety/Service Director
 Jack Bradley, Lorain Mayor
 Andy Serfozo, Trolls Under the Bridge
 April Serfozo, Trolls Under the Bridge
 Jeff Neal, NNH, LLC and TTAJ, LLC
 Barb Callahan, Lorain resident

I. Roll Call

A. The meeting was called to order at 5:05 p.m. by Chairman Brad Mullins with roll call indicating a quorum present.

II. Report of Officers

A. Chairman

1. Riverside Park Building Presentations: Mr. Brown said we received two proposals for the Riverside Park Building. The submitters are here to present. He also invited Mr. Sanford Washington and Mayor Jack Bradley as the property is city owned.

a. Trolls Under the Bridge: Mr. Brown turned the floor over to Mr. and Mrs. Andy and April Serfozo. Mr. Serfozo started by explaining he and his wife are Lorain residents, Lorain High Grads and high school sweethearts married 30 years. He said having a business where they serve hard ice cream and shaved ice is something they've talked about for a long time. Mrs. Serfozo said she grew up on the East Side going to Dairy Queen and down to the water. Her dad always talked about buying the building at

Riverside Park for an ice cream business called Trolls Under the Bridge. It never came to be, but when the article came up about it being available for lease Mrs. Serfozo said she shared that with her dad. He's 70 and not interested anymore but encouraged his daughter to go with it. She went on to explain that she and her husband fell in love with shaved ice served with Dip N' Dots while vacationing in North Carolina. They want to offer the same great experience. Mr. Serfozo has a business background and rents cottages. Mrs. Serfozo is a teacher. They love Lorain and its people and think this would be a good business for the community. Mr. Serfozo said for their needs the building wouldn't need much work. Their plan would involve cleaning it up, including the outside area. They've talked about potentially more benches and umbrellas to make it look nice. Inviting food trucks and entertainment would also be part of their goal. They intend to have regular hours from Memorial Day to Labor Day. They are not interested in paying themselves. Mr. Serfozo said he has worked at Ford for 28 years and Mrs. Serfozo is employed by Elyria City Schools. He said he runs Amvets and his family's condo business. As far as setup, they could be ready to go quite quickly. Mr. Mullins asked about necessary permits? Mr. Serfozo said they'll have mostly ice and ice cream which make the health department restrictions minimal. They are already looking into insurance, too. They're open to including other people, such as food trucks and musicians, to draw more people to the park. Mr. Mullins asked if there would be employees? Mr. Serfozo said themselves, family members and teachers who work with his wife have volunteered to work the summer. Mr. Mullis asked if it would be year-round? Mr. Serfozo said that would somewhat depend on the fees. They want to want to work on the building year-round. He suggested a multifaceted fee structure where the off season would be a different rate. Any savings would go back into the business. They are not in it for the money. Mr. Scott said it seems like they're great people who are busy. How will they fit it in? Mrs. Serfozo said the hours are based on her availability. It would be open all summer until

schools starts back up. Mr. Scott asked about hamburgers and hot dogs down the road? Mrs. Serfozo said she wants to do one thing well first but is open to expanding. Mr. Mullins asked how much they plan to invest initially and if they have a business plan? Mr. Serfozo said yes. They've priced out the equipment they need and plan to have the EIN by next week. They're going to move forward with the business with or without our building. Mr. Mullins appreciates their passion. He said he doesn't want to be in a situation again where there isn't regular activity in the building. He wants to see a business model and the initial investment. It would be between two K Creams. Mr. Serfozo said it's always popular, but there is always a line. He sees room in the market. He will submit business plan to Mr. Brown. They know what they want to buy and do to the building. They are interested in five-year lease but are open to year-to-year. Ms. Bonilla asked if they had an ideal number as far as the lease? They said no. All they factored was the cost for the ice cream, machines, cups, spoons, etc. If they did \$500 in sales, they'd make \$270 in profit that day. Mr. Serfozo said they're also in talks with Dip n' Dots. Mr. Scott asked how much this was going to cost them? Mrs. Serfozo said they're out of pocket about \$10,000 in equipment, not including insurance. Mr. Serfozo said that is minimal in their eyes to start a business. They're confident they can make it work.

- b. Jeff Neal: Mr. Neal introduced himself and explained he is representing a group of investors under the guise NNH, LLC, as well as TTAJ, LLC. He said their idea for the Riverside Park Building is based on a place in Huron called Pier Pub. The buildings are very similar. They want to create a bar and restaurant, if possible, if the city would allow it. It would be a daiquiri bar. They want to add decking to extend the dock for transient boaters. Mr. Neal said we're one of the only rivers that doesn't have more to offer. He said he worked with the previous Lorain administration after expressing interest in the park previously. They don't have architecture drawings yet, but the only issue he noticed after visiting the building might

be making sure the lift station was capable of handling more than 10 people. The business would be a seasonal restaurant from April through October. Mr. Mullins asked about the level of investment they intend to make? Mr. Neal said minimum \$100,000, up to \$150,000, depending on construction costs. Although seasonal, they would maintain the property year-round. They want to add decking all the way around and cover it too. Mr. Neal said they would also get rid of the container. He said Frosty Frogs and Wet Willies are other examples of establishments similar to what they want to create. It doesn't have to have alcohol, but it would be great to have it. There could be alternatives, so it's still family oriented and gives the boaters somewhere to go. We need more than one place on the river. Mr. Scott asked about the time frame? Mr. Neal said it would depend on acceptance and liquor license. Mr. Scott said what about after acceptance? Mr. Neal said construction is hard to predict currently, but a minimum of six months. Most likely it would be next season. He wants to do it right. Mr. Mullins asked about permits and the health department? Mr. Neal said he would handle everything and work with the city. Mr. Zgonc asked about parking? Mr. Neal said the lot can hold 42. Mr. Brown said we own an empty lot nearby if it came to that. Mr. Neal said Riverside Park is underutilized as it sits. It needs changed into something more viable. Mr. Veard said he could see the project taking 4.5-5 months. Mr. Neal said contractors are a problem. He's 90% completed on one of his buildings but he can't get an electrician to complete the work. Completion would depend on contractor availability. Mr. Neal said he thinks it will work well as a seasonal business. Mr. Mullins said he shares the same philosophy. He thinks we need more for people to do. Mr. Neal said they would be good neighbors and close at 11 p.m. or so. They realize it's in a residential area. Mr. Bradley said the city and county are talking about lighting the bridge. It's a great location for views of the bridge. Mr. Neal said he's thought Riverside Park is a great location for years. Mr. Brown said the best thing we can have is presence. The second you don't is

when we have issues. We have Murray Ridge picking up litter, but people have moved into the historic hut and we're moving them out. Fishermen mostly pickup after themselves. Being there daily goes a long way. Mr. Nielsen asked about hours. Mr. Neal said 11-11p, April through October. Mr. Brown said daquiri bars don't take a lot of staff. It's a great business model. He thinks the city needs one. Mr. Neal said he talked with the schools about getting their culinary students to work at restaurants for them.

III. Other Business

- A. Presentation Discussion: Mr. Mullins opened the floor. Mr. Zellers asked what we wanted as far as a dollar amount for the lease? Mr. Brown said we asked LoCo 'Yaks for \$500 a month. They said no. He thinks there was underperforming and bad luck last year for them, but with waterfront property we have to do better. Mr. Brown said we have to have a level of commitment with whoever they go with. The LED lights there was about a \$15,000 investment. We provide litter control. The parking lot there is pretty good, but the boardwalk needs repairs or redone. We lost the playground last season. He's working on a grant application for a new one. They're both interesting proposals. He thinks we can try to help foster, but we have to have a time limit on that period. There has to be a certain level of business sense and financial commitment. Mr. Mullins said Mr. Neal needs a liquor permit. Without it that kills the business. Mr. Bradley said he thinks they need that to be successful. They have no issue with that idea. We only have The Shipyards as a riverfront restaurant currently. People are always looking for places to go on Sunday. He suggests a lease based on profits. Mr. Brown said that's possible but can become tricky with a startup. We're open to a lower-level lease structure during construction. He thinks there should be a minimum number to show responsibility. Mr. Brown said we also need the city's blessing short term and for anything more than 10 years. Mr. Scott asked how long the liquor license process takes? Mr. Brown said he thinks it's been expedited but it varies. With it being a public park there would likely need to be designated areas for alcohol. Mr. Brown said maybe about 90 days, so he'd have it by next season.

Mr. Scott said what if the liquor license doesn't come? Mr. Mullins said he thinks the contract would be contingent on the liquor license. Mr. Bradley asked about helping out the Serfozos with their proposal? Mr. Scott said it would be nice to have both. Mr. Brown said he has a couple of ideas in mind for the Serfozos. He said he doesn't see the investment group spending \$100,000 without knowing they can get the liquor permit, so he will call Mr. Neal about it tomorrow. The container will be moved. Mr. Mullins said he likes the idea of a daiquiri bar. He doesn't know how the park and bar would coexist, though. Mr. Nielsen said he likes the hours of the bar/restaurant. Mr. Mullins likes the investment. Ms. Bonilla asked about the docks and who would be responsible? Mr. Brown said they would be responsible. Mr. Scott asked what's next? Mr. Mullins said he thinks we need to sit down and decide what we want. He likes both proposals but prefers the daiquiri bar. Mrs. Smith said whoever it is, she prefers a fixed rate versus a percentage. Mr. Mullins said \$500 a month is reasonable. Riverside Park is prime real estate. Mr. Scott asked how we can make both work? Mr. Nielsen suggested the ticket booth. Mr. Brown said he was talking with Mr. Bob Earley about leasing the ticket booth as storage as it's more ideal for that purpose, and then the Trolls could be in the old concession stand. And be up and running very quickly. Mr. Scott said he thinks we need both. The ideas serve two different markets. He doesn't want the Serfozos to walk away thinking we don't want to help them. Mr. Mullins said we need people with a plan that is financially sustainable and understands this is a 12-month business they have to pay for. Mr. Scott believes we need to give them an opportunity. Mr. Mullins wants it to be a calculated opportunity. Mr. Scott agrees with Mr. Mullins and wants to know the Serfozos have skin in the game. Mr. Zellers said he loves the idea of putting the Trolls in the former concession stand. Mr. Brown confirmed it has running water and everything the Trolls would need. Spectrum used to run it during concerts. Mr. Zellers asked what was the previous lease amount? Mr. Brown said \$250 a month all year, but they were only open about 25 days a year. He would prefer a set amount divided by 12 instead of them paying different amounts at different times. Mr. Mullins asked if we would require a deposit? Mr. Brown and Mrs.

Smith said we should. Mr. Zellers said we need to establish a dollar amount for the lease. He said he heard someone suggest \$500 a month, which is \$6,000 a year. Mr. Nielsen asked about real estate taxes and if we factor that into the lease amount? Mr. Brown said we'd structure it as a triple net lease. As for the lease with Mr. Neal' group, Mr. Nielsen said he thinks we would need to negotiate that as he will be doing more construction. Mr. Mullins suggested structuring the lease in a way that would incrementally increase over the length of the agreement or decrease or terminate if things didn't work out. Mayor Bradley said he thinks the space should be for a bar or restaurant. It's an ideal location for that type of business. Mr. Brown suggested a meeting with Building, Housing and Planning and the investment group to go over zoning, occupancy, permitting, etc. He suggested a 60–90-day discovery period for Mr. Neal's group to do the necessary research to ensure the bar and restaurant is viable. Mr. Mullins agreed. Mr. Nielsen said he wants to get back to the Serfozos quickly to give them time to plan, and because we have a board meeting in two weeks. Mr. Brown said he will call them tomorrow to confirm they are interested in the Black River Landing concession stand. He added that LoCo 'Yaks expressed their need to sell the container at Riverside Park if they no longer leased the building. We're interested in purchasing it for additional storage behind the Ferry Terminal Building. Mr. Mullins said he's in favor of Mr. Earley using the ticket booth for storage and the Trolls using the concession stand. Mr. Brown said he will get to work and report back at the next meeting.

IV. Adjournment

- A.** There being no further business to come before the board, Mr. Nielsen moved to adjourn. Mr. Sommers seconded. Meeting adjourned at 6:16 p.m.

Brad Mullins, Chairman

Tom Brown, Executive Director

**Lorain Port and Finance Authority
Board of Directors
Bylaws & Personnel Committee Meeting
Port Office
Tuesday, October 11, 2022, at 5:30 p.m.**

Committee Members: Messrs. Mullins, Scott and Veard (3)

Board of Directors: Ms. Kiraly; Messrs. Nielsen and Zellers

Staff: Tom Brown, Executive Director
Tiffany McClelland, Assistant Director
Yvonne Smith, Accountant
Kelsey Leyva-Smith, Office Manager

Guests: None

I. Roll Call

A. The meeting was called to order at 5:37 p.m. by Bylaws & Personnel Committee Vice Chairman Jon Veard Jr. with roll call indicating a quorum present.

II. Report of Chairman

1. Bylaws Update: Mr. Brown said as we were working on a grant proposal, we looked at our bylaws and we realized we aren't exactly following the Ohio Revised Code in some ways and are depriving ourselves of abilities we have as a port authority. Our bylaws haven't been updated very often. Some language is from when the board was established in 1964, and some doesn't make sense for us today. Ms. McClelland said this can be an open discussion. This was an update to align with the Ohio Revised Code, so any technical language was taken right from there. Anything outdated or not put into our bylaws was included. A lot was cleaned up to more accurately reflect how our organization operates. She said there is a lot of red, but it is not as intimidating as one might think. Mr. Mullins asked if it needed to be reviewed by an outside entity? Ms. McClelland said we don't have to, but Mr. Brosky would certainly review it. The auditor reviews our bylaws to make sure we're following them. When we reviewed the bylaws, we weren't exactly doing what we said we were doing. Mr. Scott asked for an example. Ms. McClelland said

one is any check over \$10,000 needs to be signed by two signatories. The bylaws previously had verbiage that made it look like only Tom or Tiffany and Carl or Brad could sign. Now it says any of those four approved signatories can sign. Mr. Brown said the secretary is an appointed position, according to Ohio Revised Code (ORC), and our current bylaws have it as an elected position that could be anyone, even people outside our organization. Ms. McClelland said that is absolutely inappropriate. (Mrs. Smith 5:44 p.m.) There have also been changes made to executive session rules that were added, so once passed we'll then be able to enter executive session for eight reasons instead of the current six. Mr. Brown said remote work was added in. Mr. Mullins asked with the four signatories, does one need to be staff and one need to be a board member? Ms. McClelland said no, she believed it was written that way because previously we only had one signatory in the office. Mrs. Smith confirmed. She said if ever Mr. Rick Novak wasn't available, she could go to Mr. Nielsen. She said we can have Local Public Services review our bylaws, too. That's what they're for. Mr. Nielsen asked if there was a timeframe we need to pass this by? Ms. McClelland said no. She and Mr. Brown were working on a grant and realized a part of our bylaws didn't make sense and hindered the grant opportunity. Mr. Scott confirmed the red is what is being added or taken out. Ms. McClelland said yes. Mr. Scott then asked about page 16 and the addition of board members attending by video or phone. Ms. McClelland said yes, that is now allowed by law. As long as the executive director and chairman agree. Mr. Brown said it's great discussion. We wanted to create flexibility, but in-person meetings are preferred. COVID prompted a lot of the changes. Ms. McClelland said sometimes we need a quick 5-minute meeting, and a virtual meeting could be a good solution. Mr. Zellers said on the first page, lets change to the new name. At the bottom of page 1, he wanted clarification. Ms. McClelland said this is from the ORC. If you serve as a board member, the majority of our board members must live or work in Lorain for a minimum of three years before being appointed. She said she will look into this further. The secretary doesn't need to be a board

member, but they must be a part of the port authority. Mr. Zellers said on page 4, the secretary (Mr. Brown) has the ability to delegate as appropriate and that sounds broad. Mr. Brown said it does, he's always done that: Mrs. Leyva-Smith does minutes, Mrs. Smith does financials, and Ms. McClelland is second in command. Mr. Zellers said on page 5, under terms of office, he wants to add nominations in March for elections in April. Mr. Nielsen asked if one-year was a long enough term? He doesn't see a problem, but he was curious about others' thoughts. Mr. Zellers asked what Ms. McClelland's title is in the bylaws? Ms. McClelland said she is identified as the assistant director.

2. Meeting date and time discussion: Ms. McClelland asked if the board was comfortable with the current day and time for board meetings? It is the full discretion of the chairman. Just wanted to bring it up to see if anyone had any suggestions. Mr. Mullins said he wants to be conscious of everyone's time.

III. Other Business

- A. None.

IV. Adjournment

- A. There being no further business to come before the committee, Mr. Mullins moved to adjourn. Mr. Scott seconded. Meeting adjourned at 6:09 p.m.

Brad Mullins, Chairman

Tom Brown, Executive Director

Lorain Port and Finance Authority
Board of Directors
Regular Meeting
Port Office
Tuesday, December 13, 2022, at 7:00 p.m.

Board of Directors: Ms. Kiraly and Silva Arredondo; Messrs. Mullins, Nielsen, Scott, Veard Zellers and Zgonc (8)

Staff: Tom Brown, Executive Director
Tiffany McClelland, Assistant Director
Yvonne Smith, Accountant
Kelsey Leyva-Smith, Office Manager
Michael Brosky, Attorney

Guests: None

I. Roll Call

A. The meeting was called to order at 7:00 p.m. by Chairman Brad Mullins with roll call indicating a quorum present.

II. Pledge of Allegiance

III. Disposition of Meeting Minutes

A. February 13, 2018, Grounds Maintenance & Capital Improvements

Committee: Mr. Nielsen moved to approve the meeting minutes. Second by Mr. Veard. Motion carried.

B. September 10, 2019, Grounds Maintenance & Capital Improvements

Committee: Mr. Nielsen moved to approve the meeting minutes. Second by Mr. Zellers. Motion carried.

C. November 8, 2022, Regular Board Meeting: Mr. Veard moved to approve the meeting minutes. Second by Ms. Kiraly. Motion carried.

IV. Report of Officers

A. Chairman

1. Correspondence received: Mr. Brown said there was no correspondence.

B. Executive Director

1. Black River Landing Liquor Permit Research: Mr. Brown said we've had discussions in the past about having our own liquor permit. We've engaged

Mr. Brosky and Mr. Mark Meyers out of the Columbus area. He used to run the division of liquor control for the State of Ohio and is the guru in this field. We thinks it makes a lot of sense moving forward to have more control of the site as it expands. We do have a few questions, including needing one person to put their name on the application. That person would ultimately be responsible for the permit. It requires a lot of personal information. If it is a port employee, we want that person to be insulated through the Port Authority. Mr. Zellers asked why we need one? Mr. Brown said we end up having nonprofits coming in, so we have to pass around paperwork to be able to allow them to sell liquor currently. For span of control, we think it would be better to have one permit, and it would include the Train Station. Mr. Mullins asked if it could be an LLC? Mr. Brown said he's researching that option with Mr. Brosky. He will come back with a pros and cons list. Mrs. Silva Arredondo asked if revenues would come to the port? Mr. Brown said yes, we're thinking long-term. We want to get started but not rush.

C. Assistant Director

1. Amendment for Altenheim Bond: Ms. McClelland said this is an amendment for a bond we did in 2012. Altenheim is asking for the amendment. We did this in 2018 for them to refinance. They have to go back out to the market again. It's a procedural matter.

Mr. Mullins presented:

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENTS RELATING TO THE ELIMINATION OF THE LONDON INTERBANK OFFERED RATE (LIBOR); AND AUTHORIZING AND APPROVING RELATED MATTERS.

Mr. Veard moved to approve Resolution No. 2022-33. Second by Mr. Nielsen. Roll call vote as follows:

Ayes: 8 Nays: 0 Abstain: 0 Resolution Passed

2. JobsOhio Grant Agreement Amendment: Ms. McClelland said the JobsOhio grant we have is and Inclusive Project Planning Grant in conjunction with Team NEO and the city. We originally wanted to be done by this month. We

got delayed in sending out the request for proposals while deciding whether to do that or not. The market study didn't have great results, but we did put together the RFPs and just got that back. We just want an extension through December 2023 to give us a chance to go out to market and see what comes back. Mr. Scott moved to approve the extension. Second by Mr. Zellers. Motion carried with seven ayes and one abstention by Ms. Kiraly due to the appearance of a conflict of interest.

V. Report of Committees

A. Contract Management Committee

1. 2023 Litter Control Contract: Mr. Zellers turned the floor over to Mrs. Leyva-Smith. She said Murray Ridge Production Center provides litter control services at our various properties and they are keeping their prices the same for 2023. Mr. Mullins asked if they clean the Pier, too. Mrs. Leyva-Smith said yes. May-September is twice a week, April and October is once a week and November-March is once a month. Mr. Zellers confirmed this is a single year contract. He asked if we needed to go back out for bids eventually? Mr. Brown said we approached them about a multi-year contract, and they were not interested. This is more of a partnership. Mr. Scott said he was on the board previously for 12 years and could be on it again, so he wished to abstain due to the appearance of a conflict of interest.

Mr. Mullins presented:

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE MURRAY RIDGE PRODUCTION CENTER, INC. FOR THE GENERAL CLEAN-UP OF LITTER AND DEBRIS GROUNDS SERVICES FOR PROPERTIES OWNED BY THE LORAIN PORT AUTHORITY.

Mr. Zgonc moved to approve Resolution No. 2022-34. Second by Ms. Kiraly. Roll call votes as follows:

Ayes: 7 Nays: 0 Abstain: 1 Resolution Passed

2. 2023 A Able Rents Stage Top Agreements: Mrs. Leyva-Smith the only difference in the pricing is to the leaning quote to include a repair. The repair

is \$540. Having the repair in-house through AAble Rents should save us money in freight. Mr. Mullins asked for the total of the four contracts. Mrs. Leyva-Smith said \$18,763. Mr. Veard moved to approve. Second by Ms. Kiraly. Motion carried.

3. Crow's Nest Digital Media Contract: Mr. Brown said Mr. Chis Haynes gave a presentation last month. He provided a scope of work that was included in the board packet. He's ready to go. We think it's a great value. Mr. Nielsen said the Lighthouse has cameras now and they likely would give us access to them.

Mr. Mullins presented:

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO A ONE YEAR AGREEMENT WITH CHRIS HAYNES DBA CROW'S NEST DIGITAL MEDIA FOR MARKETING AND MEDIA PRODUCTION SERVICES AT A MONTHLY RATE OF \$1,500.00.

Mr. Nielsen moved to approved Resolution No. 2022-35 as amended. Second by Mrs. Silva Arredondo. Roll call vote as follows:

Ayes: 8 Nays: 0 Abstain: 0 Resolution Passed

B. Strategic Development Plan Committee

1. Mr. Mullins said he had no report.
2. Mr. Brown said they have engaged a few funding organizations and are searching for corporate sponsorships. A committee meeting might be needed in January. This company would help us with fundraising. In Bloom is the name of the company. Mrs. Silva Arredondo said she was on a different board that did this process, and she thinks it helped tremendously. Mr. Mullins said people are interested in knowing what our goal is. He's been saying as much as possible. Mr. Scott asked what our timeline is? Mr. Brown said it's fluid. At this point, we've gone past the threshold of our bid requirements and have to go out for qualifications. We're requesting qualifications and will score the architectural firms. We consulted with Mr. Brosky, and he agrees we need to go out for advertised qualifications. Mr. Zgonc asked where we're at now with the budget, \$10 million, \$15 million? Mr. Brown said until we get a

schematic design, we won't have true numbers. He thinks we'll have to take a tiered approach and do this in stages. The market has been very volatile. Mr. Zellers said after this the next step is hiring a construction manager. They estimate 3-4 months for the schematic design. October is our goal for set work. Mr. Zellers said we need to get this architecture thing done. By next January we need the Construction Manager at Risk locked up. He thinks it's premature to say next October for set work. Mr. Brown said we may have to identify the top items and start with that or go back to the architects and say what does \$3 million get us. Mr. Zellers said probably by May we'll have realistic numbers. Mr. Zgonc asked what Mr. Robert Maschke did besides the conceptual? Mr. Zellers explained they also put together a budget. Bialosky will be helping with the architectural design. Mrs. Silva Arredondo asked about the phase we're in. Mr. Zellers said we have enough money for the engineering to get to the next step. We will be fundraising in the meantime.

C. Marketing and Public Affairs Committee

1. Mr. Nielsen said he didn't have a report. He asked about when we start discussions with the Jet Express? Mr. Brown said in January we'll start working on setting a calendar.

D. Financial Planning and Audit Committee

1. 2022 November Financial Statement: Mr. Scott moved to approve the financial statement. Second by Mr. Veard. Motion approved.

E. Bylaws and Personnel Committee

1. Bylaws Update: Ms. McClelland said we started looking over the bylaws in October. Mr. Brosky reviewed them, and the staff is happy with the changes. It was a lot of legalese updating and cleaning up language. Nothing crazy different. We made it very clear to understand and interpret. Mrs. McClelland said we left the legal language about a majority of board members needing to live or work in the city. Mr. Scott moved to approve the bylaws as updated. Second by Mr. Nielsen. Motion carried.
2. Drone Policy Discussion: Ms. McClelland said we have drones that fly over our sites regularly. People want to capture wildlife and events. Sometimes

people break the rules and fly over people during events. No action is needed tonight. Right now, she just wanted to start the conversation. We don't have many options unfortunately. We can't regulate airspace. We could say you're not allowed to take off from port property. But they can launch anywhere and still fly over our sites. Another option is requiring permission. It would be very difficult to manage. We could add signage, but none of our options fully solve the problem. Mr. Scott said he thinks it's a nonissue because we're so close to the water. Mr. Mullins said people were taking off in the middle of a crowd during International Festival. He thinks they need our permission to do that and be registered. He said you're also not allowed to fly under the bridge either. During events, he wants the operators to be licensed. Mr. Nielsen said at BrewFest a guy was flying a drone at head level. Mr. Zellers suggested adding it into our event application. Ms. McClelland said we're redoing the event application right now anyways, so we can include that moving forward so at least for events, we'll know who is flying the drone. The responsibility would then be on the renter. Mr. Mullins still wants signs on the property, at least at the gates. Ms. McClelland asked what the signs would say? Mr. Nielsen agreed with adding language to the rental application and doesn't think signs would do much. The final consensus was to not have signs.

VI. Other Business

A. None.

VII. Public Comment

A. None.

VIII. Executive Session: Property Disposition and Personnel

A. Mr. Zellers moved to enter executive session. Second by Ms. Kiraly. Roll call vote as follows:

Ayes: 8 Nays: 0 Abstain: 0 Motion carried

Mr. Veard moved to exit executive session. Second by Mr. Scott. Motion carried.

Mr. Nielsen moved to approve 2023 compensation as discussed. Second by Mr. Veard. Motion carried.

IX. Adjournment

- A.** There being no further business to come before the board, Mr. Scott moved to adjourn. Mr. Zellers seconded. Meeting adjourned at 8:16 p.m.

Brad Mullins, Chairman

Tom Brown, Executive Director

RESOLUTION NO. 2023-__**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH BIALOSKY CLEVELAND FOR SCHEMATIC DESIGN, DESIGN DEVELOPMENT, CONSTRUCTION DOCUMENTS, AND CONSTRUCTION ADMINISTRATION SERVICES RELATIVE TO THE BLACK RIVER LANDING AMPHITHEATER PROJECT.**

WHEREAS, the Lorain Port Authority advertised for architectural services for the completion of the Black River Landing Amphitheater Project; and

WHEREAS, such services shall include: Program Verification, Schematic Design, Design Development, Construction Document Preparation, Bid and Award Support, Conformed Documents, Construction Administration, Post-Construction, and Additional Services of all types; and

WHEREAS, the Lorain Port Authority wishes to enter into a contract with Bialosky Cleveland for each of these services through the completion of this project; and

WHEREAS, the Schematic Design Phase is proposed at \$337,975 with reimbursable expenses not to exceed \$17,000 for a total not to exceed \$354,975; and

WHEREAS, further proposal for Design Development, Construction Documents and Construction Administration services specific to each phase of construction will be brought to the board of directors as needed,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Lorain Port Authority:

SECTION I. That the Executive Director or his designee will enter into the contract for the Schematic Design Phase for a total not to exceed of \$354,975.

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

Ayes:

Nays:

Abstain:

Adopted:

Brad Mullins, Chairman

Tom Brown, Executive Director

ARTICLE 1 INITIAL INFORMATION

- 1.1. Where used herein BIALOSKY shall mean Bialosky and Partners, Architects, LLC dba Bialosky Cleveland and not William Bialosky, Architect dba Bialosky New York, a separate business entity not a party to this Agreement.

ARTICLE 2 STANDARD OF CARE

- 2.1. BIALOSKY will provide professional services, as set forth in the attached proposal and these terms and conditions, consistent with the professional skill, care, and judgement ordinarily provided by Architects and Engineers currently practicing in the same locality under similar circumstances.

ARTICLE 3 SCOPE OF BASIC SERVICES

- 3.1. Basic Services of BIALOSKY are as outlined in the attached proposal and as described in Article 3. Where provisions of the attached proposal conflict with provisions in these Terms and Conditions the provisions in the proposal shall govern.
- 3.2. BIALOSKY shall coordinate its services with those services provided by the Owner and the Owner's consultants. BIALOSKY shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. BIALOSKY shall provide prompt written notice to the Owner if BIALOSKY becomes aware of any error, omission or inconsistency in such services or information.
- 3.3. BIALOSKY shall advise and consult with the Owner during the Construction Administration Phase, if it is included in the proposal. BIALOSKY shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall BIALOSKY be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. BIALOSKY shall be responsible for the negligent acts or omissions of BIALOSKY, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- 3.4. If evaluation of the work is included in the proposal, BIALOSKY shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, BIALOSKY shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, BIALOSKY shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- 3.5. BIALOSKY has the authority to reject Work that does not conform to the Contract Documents and shall have the authority to require inspection or testing of the Work. However, neither this authority nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of BIALOSKY to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- 3.6. If Contractor payment application review is included in the proposal, BIALOSKY shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

BIALOSKY'S certification for payment shall constitute a representation to the Owner, based on BIALOSKY'S evaluation of the Work as provided in Section 3.4 and on the data comprising the Contractor's Application for Payment, that, to the best of BIALOSKY'S knowledge, information and belief, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents.

- 3.7. The issuance of a Certificate for Payment shall not be a representation that BIALOSKY has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 3.8. If Construction Administration is not included in the proposal, the Owner understands that by not retaining BIALOSKY for construction observation services, there may be misinterpretations of the Construction Documents during construction, which may lead to errors and subsequent damage. If the Owner has elected to proceed with the Project without BIALOSKY providing construction observation services, the Owner agrees to indemnify and hold-harmless BIALOSKY against any and all claims, damages, awards and cost defense, which may arise out of or relate to such election.

ARTICLE 4 ADDITIONAL SERVICES

- 4.1. Additional Services are services not included in the attached proposal but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site representation beyond requirements of Section 3.4, value analysis, quantity surveys, interior architectural design, planning of tenant or retail spaces, inventories of materials or equipment, preparation of record drawings, commissioning, LEED Certification, fast-track design services, and any other services not otherwise included in the attached proposal or these terms and conditions.
- 4.2. Upon recognizing the need to perform the following Additional Services, BIALOSKY shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. BIALOSKY shall not proceed to provide the following Additional Services until BIALOSKY receives the Owner's written authorization:
 - 4.2.1. Services necessitated by a change to previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - 4.2.2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - 4.2.3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- 4.2.4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - 4.2.5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - 4.2.6. Preparation of renderings or models beyond what is specified in the attached proposal;
 - 4.2.7. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - 4.2.8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where BIALOSKY is party thereto;
 - 4.2.9. Consultation concerning replacement of Work resulting from fire or other cause during construction;
 - 4.2.10. Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by BIALOSKY;
 - 4.2.11. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; or,
 - 4.2.12. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- 4.3. If, during the term of this Agreement, circumstance or conditions that were not originally contemplated by or known to BIALOSKY are revealed, to the extent that they affect the scope of service, compensation, schedule, allocation of risks or other material terms of this Agreement, BIALOSKY may call for re-negotiation of appropriate portions of this Agreement. BIALOSKY shall notify the Owner and the Owner shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.
- 4.4. BIALOSKY may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of BIALOSKY, any Additional Services provided in accordance with Article 4 shall entitle BIALOSKY to compensation and an appropriate adjustment in BIALOSKY'S schedule.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- 5.1. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- 5.2. The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 6; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify BIALOSKY. The Owner and BIALOSKY shall thereafter agree to a corresponding change in the Project's scope and quality.
- 5.3. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve submittals made by BIALOSKY in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of BIALOSKY'S services.
- 5.4. The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project. The surveys shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed

restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

- 5.5. The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- 5.6. The Owner shall coordinate the services of its own consultants with those services provided by BIALOSKY. Upon BIALOSKY'S request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of BIALOSKY in the attached proposal, or authorize BIALOSKY to furnish them as an Additional Service, when BIALOSKY requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- 5.7. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 5.8. The Owner shall furnish all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- 5.9. The Owner shall provide prompt written notice to BIALOSKY if the Owner becomes aware of any fault or defect in the Project, including deficiencies in the services of BIALOSKY or errors, omissions or inconsistencies in BIALOSKY'S Instruments of Service.
- 5.10. The Owner shall include BIALOSKY in all communications with the Contractor that relate to or affect BIALOSKY'S services or professional responsibilities. The Owner shall promptly notify BIALOSKY of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with BIALOSKY'S consultants shall be through BIALOSKY.
- 5.11. Before executing the Contract for Construction, the Owner shall coordinate BIALOSKY'S duties and responsibilities set forth in the Contract for Construction with the Construction Administration services set forth in the attached proposal and these terms and conditions. The Owner shall provide BIALOSKY a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- 5.12. The Owner shall provide BIALOSKY access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide BIALOSKY access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

- 6.1. The Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by BIALOSKY and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of BIALOSKY; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- 6.2. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by BIALOSKY, represent the judgment of BIALOSKY as design professionals. It is recognized, however, that neither BIALOSKY

nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, BIALOSKY cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by BIALOSKY.

- 6.3. In preparing estimates of the Cost of Work, BIALOSKY shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. BIALOSKY'S estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.
- 6.4. If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, BIALOSKY shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with BIALOSKY in making such adjustments.
- 6.5. If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - 6.5.1. give written approval of an increase in the budget for the Cost of the Work;
 - 6.5.2. authorize rebidding or renegotiating of the Project within a reasonable time;
 - 6.5.3. terminate in accordance with Section 9.4;
 - 6.5.4. in consultation with BIALOSKY, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
 - 6.5.5. implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENCES

- 7.1. BIALOSKY and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- 7.2. BIALOSKY and its consultant(s) shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of BIALOSKY and its consultant(s).
- 7.3. BIALOSKY grants to the Owner a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. BIALOSKY shall obtain similar nonexclusive licenses from BIALOSKY'S consultant(s) consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If BIALOSKY rightfully terminates this Agreement for cause as provided in Section 9.3, the license granted in this Section 7.3 shall terminate.
- 7.4. In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases BIALOSKY and its consultant(s) from all claims and

causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless BIALOSKY and its consultant(s) from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.4. The terms of this Section 7.4 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.3.

- 7.5. Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of BIALOSKY. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to BIALOSKY and its consultant(s).
- 7.6. Except as otherwise stated in Section 7.3 and 7.4, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

- 8.1. The Owner and BIALOSKY shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.
- 8.2. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 8.3. If the parties do not resolve a dispute through mediation pursuant to this Section 8.1, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

- 9.1. If the Owner fails to make payments to BIALOSKY in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at BIALOSKY'S option, cause for suspension of performance of services under this Agreement. If BIALOSKY elects to suspend services, BIALOSKY shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, BIALOSKY shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay BIALOSKY all sums due prior to suspension and any expenses incurred in the interruption and resumption of BIALOSKY'S services. BIALOSKY'S fees for the remaining services and the time schedules shall be equitably adjusted.
- 9.2. If the Owner suspends the Project, BIALOSKY shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, BIALOSKY shall be compensated for expenses incurred in the interruption and resumption of services. BIALOSKY'S fees for the remaining services and the time schedules shall be equitably adjusted.
- 9.3. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 9.4. The Owner may terminate this Agreement upon not less than seven days' written notice to BIALOSKY for the Owner's convenience and without cause.
- 9.5. If the Owner terminates this Agreement for its convenience pursuant to Section 9.4, or BIALOSKY terminates this Agreement pursuant to Section 9.3, the Owner shall compensate BIALOSKY for services performed prior to

termination, reimbursable expenses incurred, and costs attributable to termination.

- 9.6. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- 10.1. This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.
- 10.2. The Owner and BIALOSKY, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor BIALOSKY shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to BIALOSKY by the Owner prior to the assignment.
- 10.3. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or BIALOSKY.
- 10.4. It is intended by the parties to this Agreement that BIALOSKY'S services in connection with the project shall not subject BIALOSKY'S individual employees or members to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against BIALOSKY, an Ohio Limited Liability Company and not against any of BIALOSKY'S individual employees or members.
- 10.5. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project both the Owner and BIALOSKY, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of BIALOSKY and BIALOSKY'S officers, partners, employees, and consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of BIALOSKY and BIALOSKY'S officers, partners, employees, and consultants shall not exceed \$250,000 or BIALOSKY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
- 10.6. **Betterment:** If, due to BIALOSKY'S negligence, a required item or component of the Project, is omitted from BIALOSKY'S construction documents, BIALOSKY shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will BIALOSKY be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.
- 10.7. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor BIALOSKY, their respective officers, partners, employees, consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.
- 10.8. **Hazardous Materials:** Unless otherwise required in this Agreement, BIALOSKY shall have no responsibility for the discovery, presence, handling, removal or disposal of, or

exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

- 10.9. BIALOSKY shall have the right to include photographic or artistic representations of the design of the Project among BIALOSKY'S promotional and professional materials. The Owner shall provide professional credit for BIALOSKY in the Owner's promotional materials for the Project. This Section 10.9 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.3.
- 10.10. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable.

ARTICLE 11 COMPENSATION

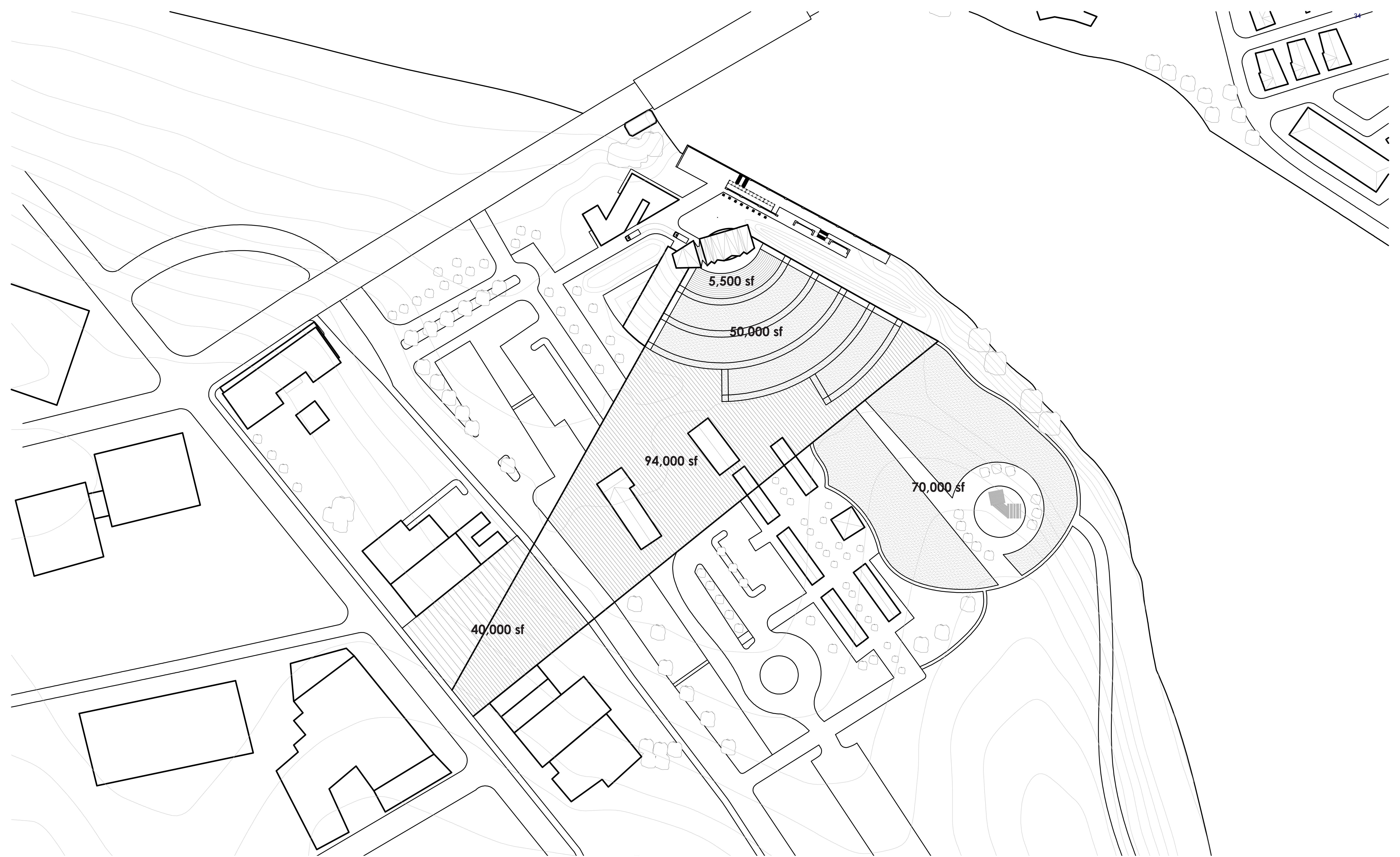
- 11.1. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable thirty (30) days from the date of BIALOSKY'S invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at 1.5% per month (18% per annum).
- 11.2. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by BIALOSKY and BIALOSKY'S consultants directly related to the Project, as follows:
- 11.2.1. Transportation and authorized out-of-town travel and subsistence;
- 11.2.2. Project web sites, and extranets;
- 11.2.3. Permitting and other fees required by authorities having jurisdiction over the Project;
- 11.2.4. Outside printing, reproductions, and plots;
- 11.2.5. Postage, handling, and delivery;
- 11.2.6. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- 11.2.7. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- 11.2.8. Other similar Project-related expenditures.
- 11.3. For Reimbursable Expenses the compensation shall be the expenses incurred by BIALOSKY and BIALOSKY'S consultants plus ten percent 10% of the expenses incurred, except for in-house printing, which shall be billed at the following rates:
- 11.3.1. 8 1/2 x 11 black and white copies \$ 0.25 ea.
- 11.3.2. 8 1/2 x 11 color copies \$ 1.50 ea.
- 11.3.3. Black and white plots \$ 1.00/s.f.
- 11.3.4. Color plots \$ 4.00/s.f.
- 11.4. The Owner shall not withhold amounts from BIALOSKY'S compensation to impose a penalty or liquidated damages on BIALOSKY, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless BIALOSKY agrees or has been found liable for the amounts in a binding dispute resolution proceeding.
- 11.5. **Disputed Invoice:** If the Owner objects to any portion of an invoice, the Owner shall so notify BIALOSKY in writing within (10) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with Section 11.1. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with Article 8.

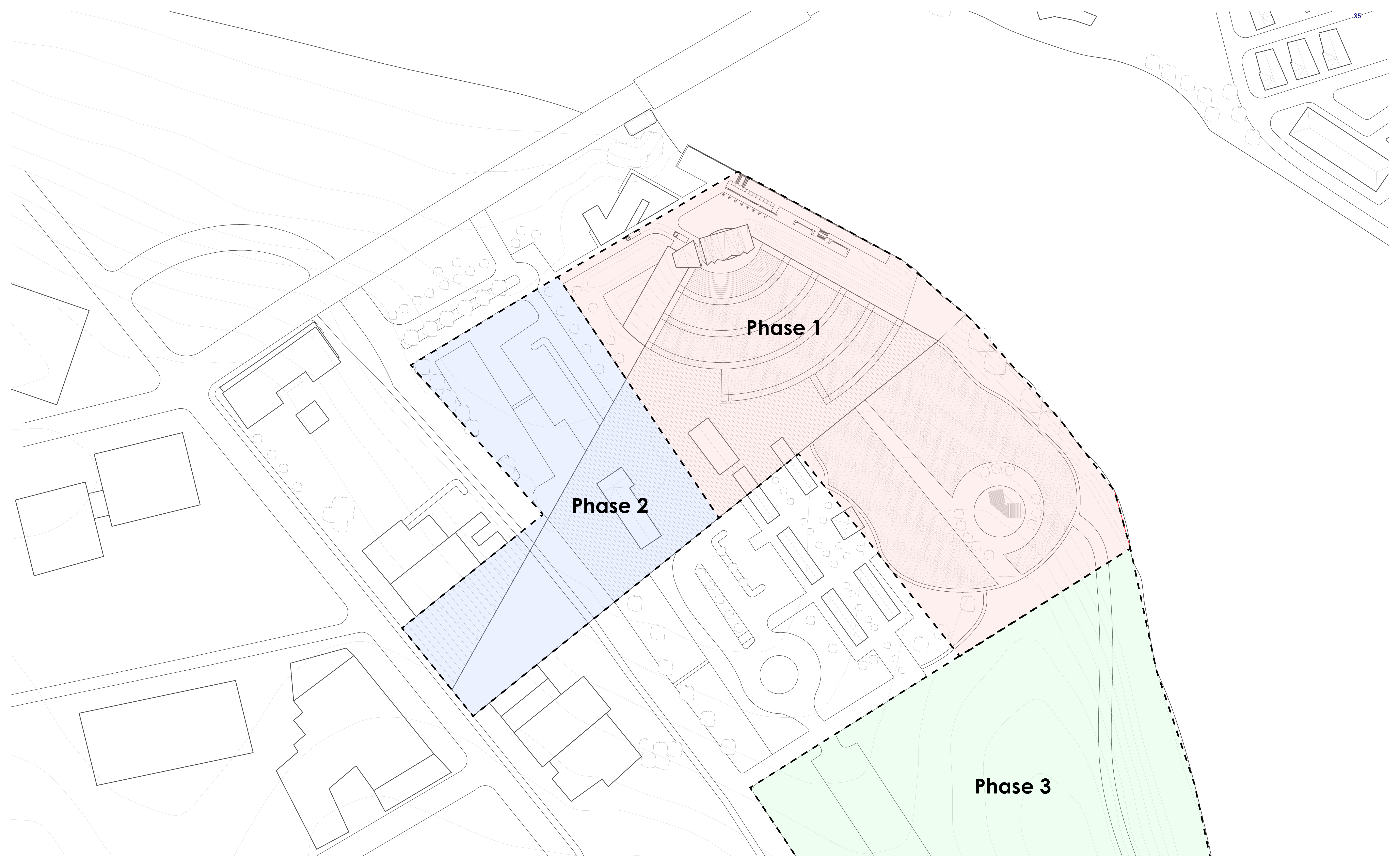
APPROVED:

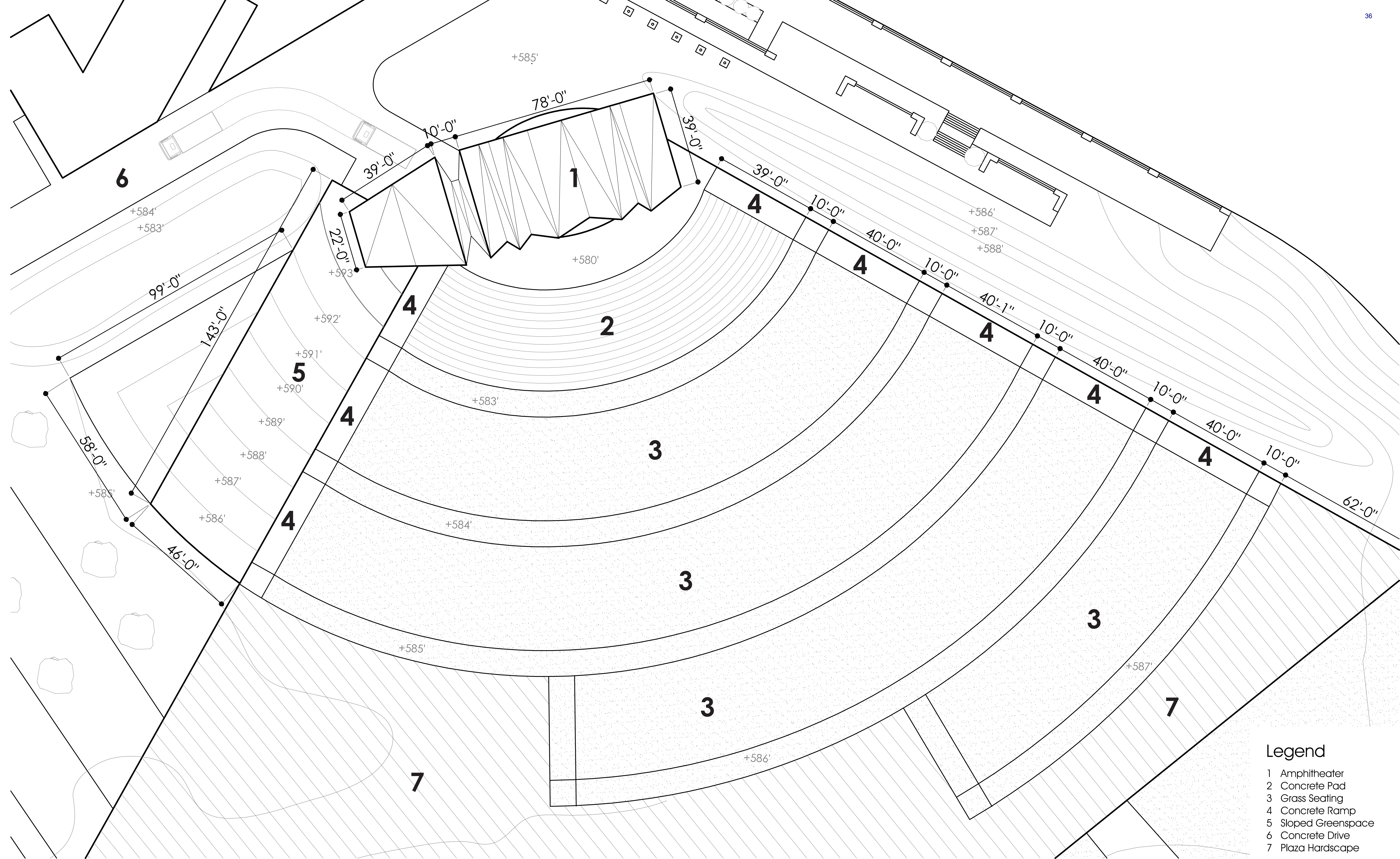
BY: _____

TITLE: _____

DATE: _____

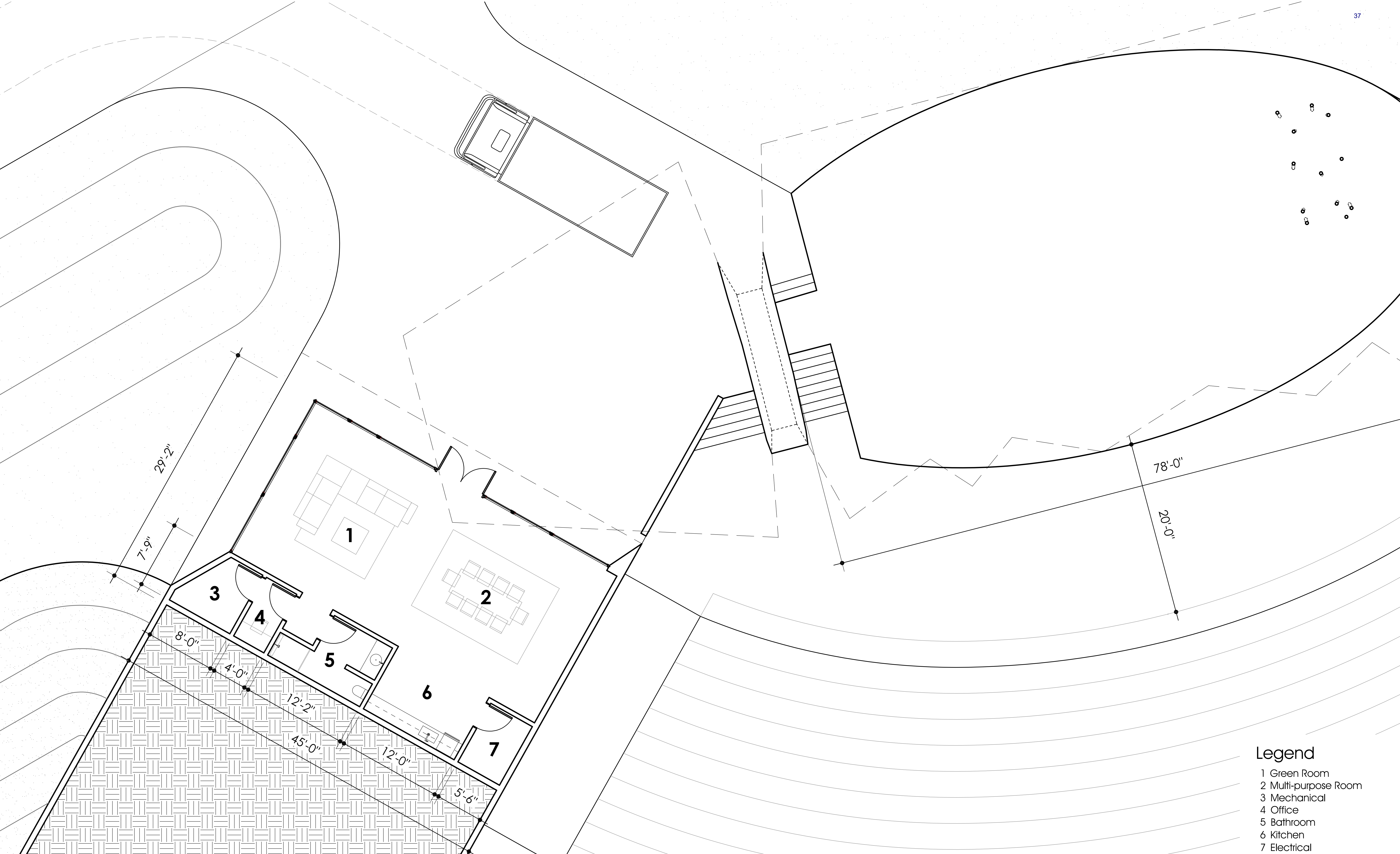






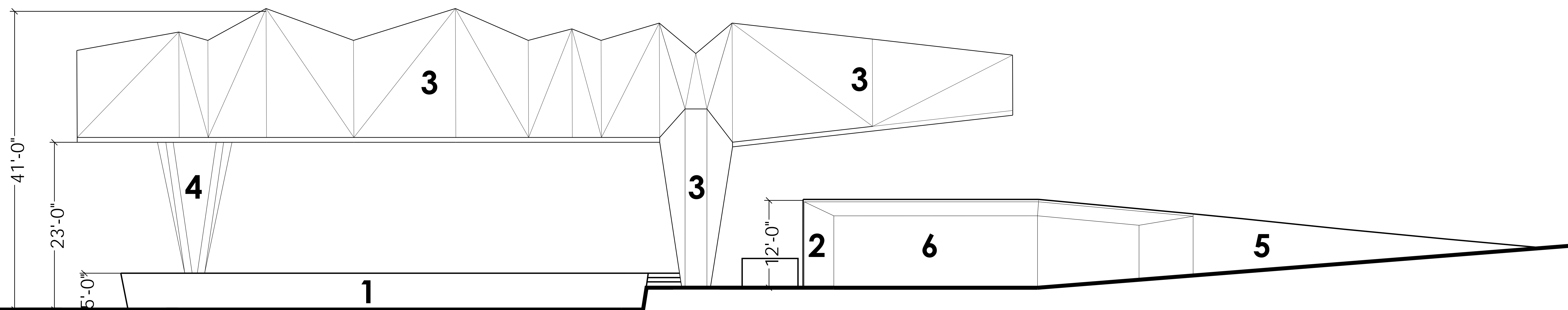
Legend

- 1 Amphitheater
- 2 Concrete Pad
- 3 Grass Seating
- 4 Concrete Ramp
- 5 Sloped Greenspace
- 6 Concrete Drive
- 7 Plaza Hardscape

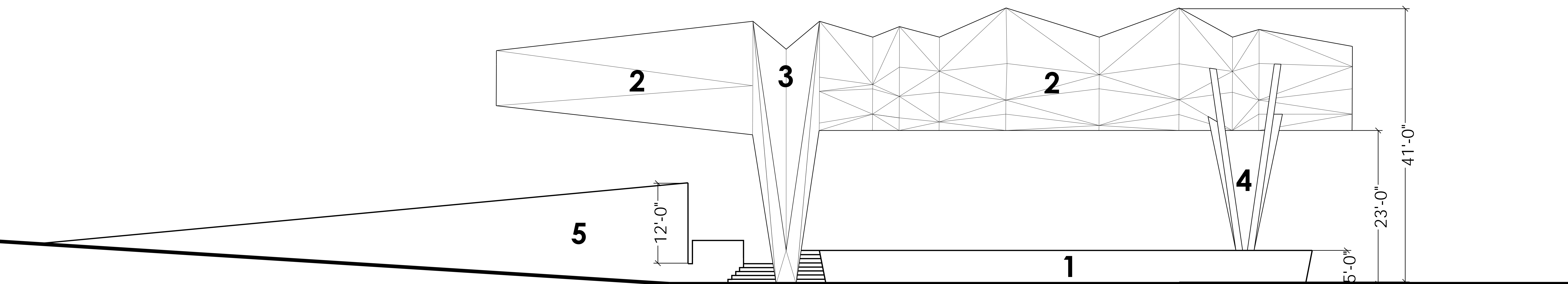


Legend

- 1 Green Room
- 2 Multi-purpose Room
- 3 Mechanical
- 4 Office
- 5 Bathroom
- 6 Kitchen
- 7 Electrical



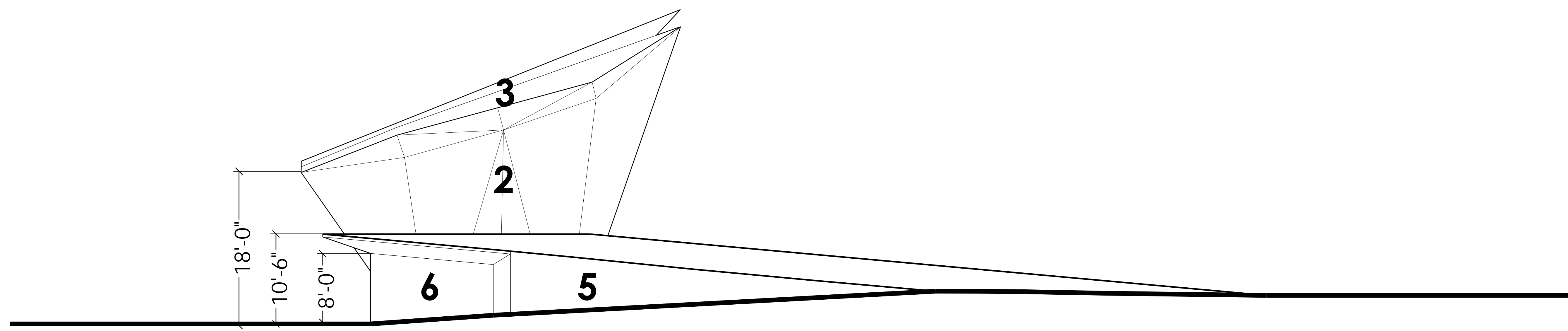
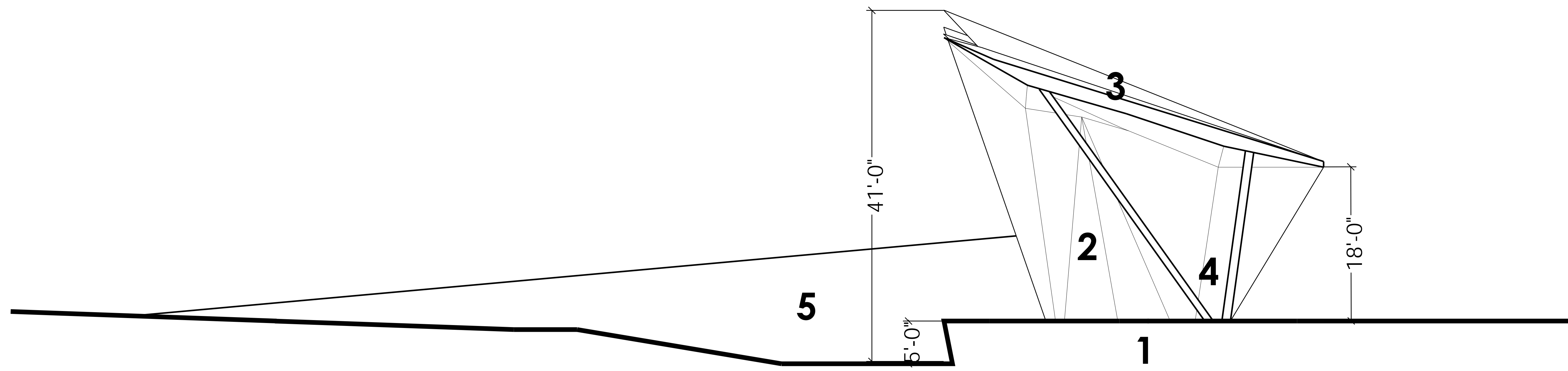
North Elevation



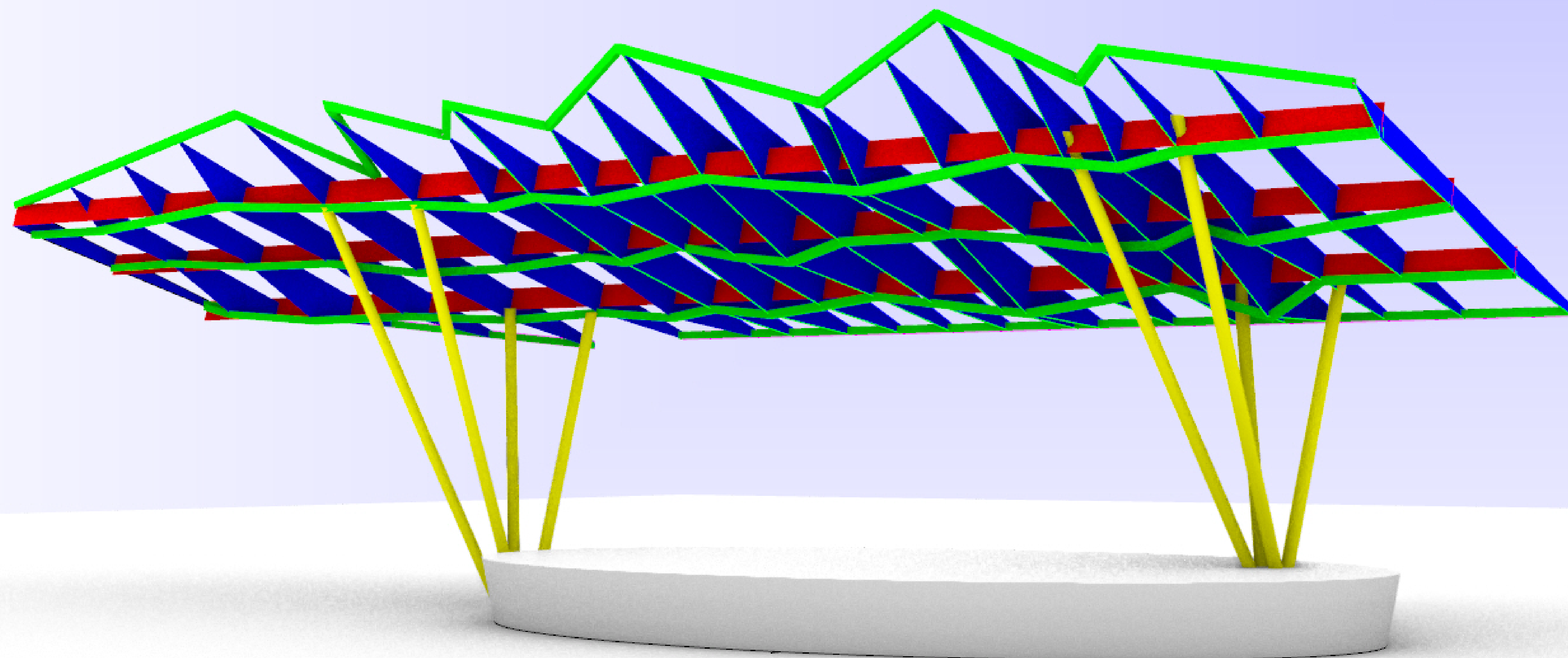
South Elevation

Legend

- 1 Concrete Stage
- 2 Wood Soffit
- 3 Metal Panel
- 4 Steel Struts
- 5 Concrete Wall
- 6 Window

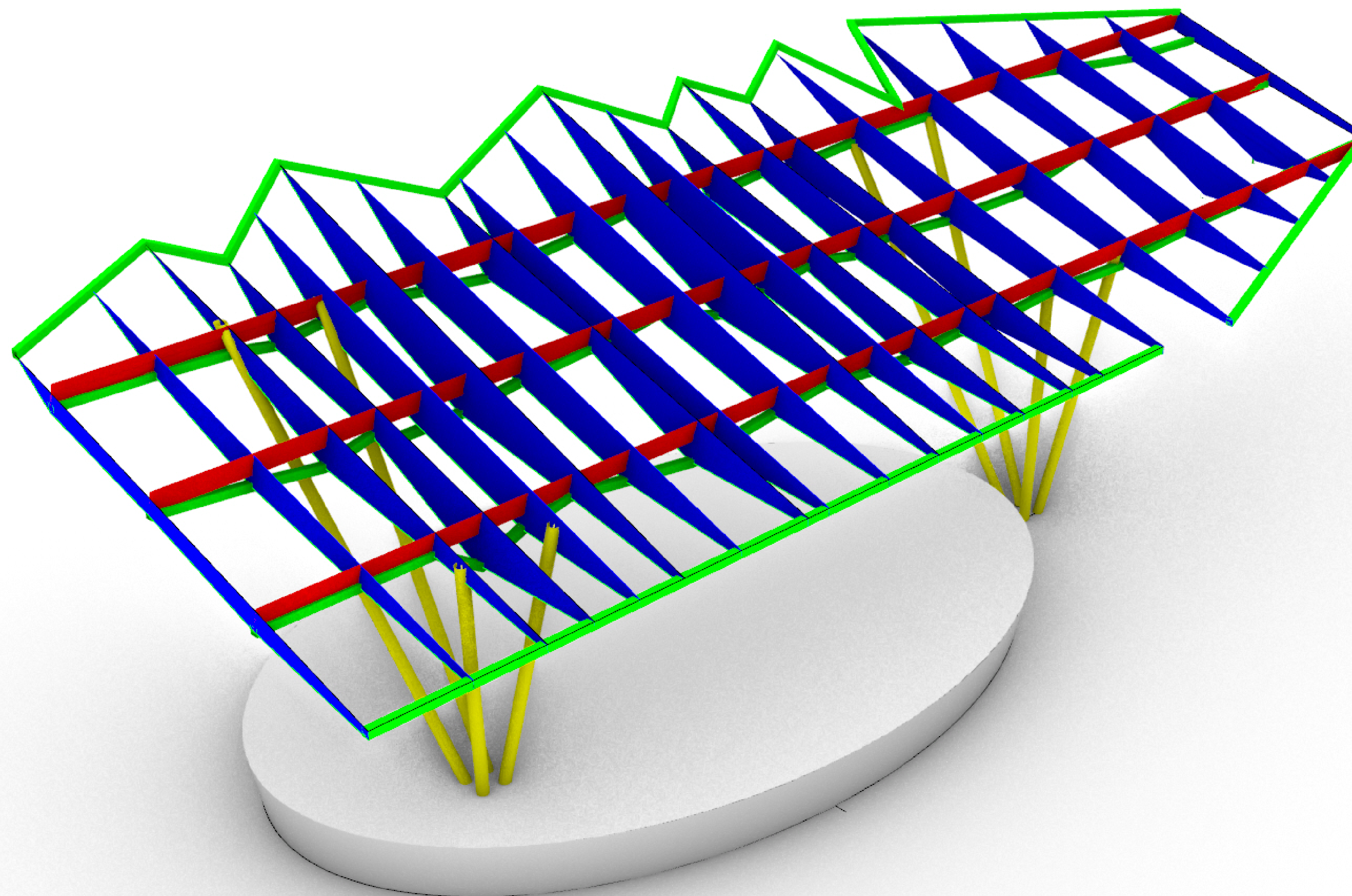


- Legend**
- 1 Concrete Stage
 - 2 Wood Soffit
 - 3 Metal Panel
 - 4 Steel Struts
 - 5 Concrete Wall
 - 6 Window



Legend

- 12" Round Steel Struts
- 8" Square Girts
- 24" Steel Girder
- Steel Truss @ 6' o.c. min.



Legend

- 12" Round Steel Struts
- 8" Square Girts
- 24" Steel Girder
- Steel Truss @ 6' o.c. min.













January 9, 2023

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

Baker Tilly Municipal Advisors, LLC
140 E. Town St., Ste 1275
Columbus, OH 43215

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

Re: Amended 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 amended 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 through December 31, 2025, 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, Principal

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 amended engagement shall be from January 9, 2023 through December 31, 2025. 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 be an amount up to \$15,000 per year. The first installment (upfront retainer) of \$3,750 is payable commencing January 16, 2023. The Firm's fees for general economic development services and analysis shall be billed at the Firm's standard billing rates based upon the actual time and expenses incurred with a not to exceed budget of fifteen thousand dollars (\$15,000) per year. Should our assigned tasks exceed the not to exceed amount, we will notify the Authority and seek further authorization to continue with the engagement.

Standard hourly rates by job classification
1/1/2022

Partners / Principals / Directors	\$240.00	to	\$550.00
Managers	\$200.00	to	\$325.00
Senior Consultants	\$150.00	to	\$250.00
Consultants	\$135.00	to	\$200.00
Municipal Bond Disclosure Specialists	\$120.00	to	\$190.00
Support Personnel	\$110.00	to	\$150.00

Billing rates are subject to change periodically due to changing requirements and economic conditions. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

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 based on hourly fees of the Firm's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

AND

- II. 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.
- III. **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.
- 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.