



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

DATE: February 9, 2024  
TO: Board of Directors  
FROM: Brad Mullins, Chairman, Boards of Directors  
SUBJECT: Meeting Notice

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Please be advised that a Regular Board Meeting has been scheduled for 6:00 p.m. on

Tuesday, February 13, 2024

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, February 13, 2024, at 6:00 p.m.  
Port Office

**AGENDA**

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- I. Roll Call
- II. Pledge of Allegiance
- III. Disposition of Meeting Minutes
  - A. December 12, 2023, Contract Management Committee Meeting
  - B. January 12, 2024, Regular Board Meeting
- IV. Report of Officers
  - A. Chairman
    - 1. Correspondence received:
  - B. Executive Director
    - 1. ARPA Agreement with the City of Lorain  
*Staff Presenter: Tom Brown, Executive Director*
  - C. Assistant Director
    - 1. Property Transfer Agreement: Resolution No. 2024-\_\_  
*Staff Presenter: Tiffany McClelland, Assistant Director*
    - 2. Purchase Agreement: Resolution No. 2024-\_\_  
*Staff Presenter: Tiffany McClelland, Assistant Director*
- V. Report of Committees
  - A. Contract Management Committee
    - 1. Copier Lease Comparison: Motion to approve  
*Staff Presenter: Kelsey Leyva Smith, Office Manager*
    - 2. 2024 Lighthouse Tour Agreement: Resolution No. 2024-\_\_  
*Staff Presenter: Kelsey Leyva Smith, Office Manager*
    - 3. 2024 History Tour Agreement: Resolution No. 2024-\_\_  
*Staff Presenter: Kelsey Leyva Smith, Office Manager*
    - 4. 2024 Shuttle Boat Captain Agreement: Resolution No. 2024-\_\_  
*Staff Presenter: Kelsey Leyva Smith, Office Manager*

- B. Strategic Development Plan Committee
- C. Marketing and Public Affairs Committee
  - 1. BrewFest Presentation
    - Staff Presenter: Tom Brown, Executive Director*
  - 2. Solar Eclipse Event: Monday, April 8, 2024
    - Staff Presenter: Tom Brown, Executive Director*
  - 3. Port 60<sup>th</sup> Anniversary: Saturday, May 4, 2024
    - Staff Presenter: Tom Brown, Executive Director*
- D. Financial Planning and Audit Committee
  - 1. January 2024 Financial Statement: Motion to approve
    - Staff presenter: Yvonne Smith, Accountant*
- E. Bylaws & Personnel Committee
- VI. Other Business
- VII. Public Comment
- VIII. Executive Session: Property Disposition and Personnel
- IX. Adjournment

**Lorain Port and Finance Authority  
Board of Directors  
Contract Management Committee Meeting  
Port Office  
Tuesday, December 12, 2023, at 5:00 p.m.**

**Committee Members:** Ms. Kiraly; Messrs. Nielsen (5:09 p.m.), Veard, Zellers and Zgonc (4)

**Board of Directors:** Ms. Bonilla (5:49 p.m.); Mrs. Silva Arredondo (5:12 p.m.); Messrs. Mullins and Scott

**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 5:01 p.m. by Contract Management Committee Chairman Jeff Zellers with roll call indicating a quorum present.

**II. Disposition of Meeting Minutes**

**A. May 9, 2023, Contract Management Committee Meeting:** Mr. Zgonc said in the minutes there was talk of insurance for the stage project and he asked about the cost or if we needed additional insurance? Mr. Brown said he spoke with Mr. Dan Kelley and he assured us that our policies would cover us. Mr. Zellers said typically the insurance kicks in after we take ownership of the stage and greenroom. Up until then it's under the construction manager. Architects have insurance rates, too. Mr. Zgonc said auditing was also discussed. Mr. Zellers said the architect is doing that and we will have oversight. Staff and Mr. Zellers will cover it. Mr. Zgonc moved to approve. Second by Mr. Veard. Motion carried.

**B. May 16, 2023, Joint Contract Management and Marketing & Public Affairs Committee Meeting:** Mr. Veard moved to approve the minutes. Second by Mr. Zgonc. Motion carried.

C. June 13, 2023, Contract Management Committee Meeting: Mr. Veard moved to approve the minutes. Second by Mr. Zgonc. Motion carried.

### III. Report of Chairman

1. Murray Ridge Litter Control Contract: Mr. Zellers turned the floor Mrs. Leyva Smith. Mrs. Leyva Smtih said she's talked with Mr. Bob Pando at Murry Ridge Production Center and they will not be raising our rates at this time. The rate has been the same for the last few years. There is the potential for a cost of living increase to the per man hour rate at a later date, but he will give us notice if that decision is made. Mr. Zellers asked for the cost per year? Mrs. Smith said it's \$11,840. Ms. Kiraly asked about challenges with litter pickup? Mr. Brown said because Rockin' on the River is cleaning up at night, their cleanup crew might miss some things, so we're rushing to get Murray Ridge in before the lawnmowers shred the litter. We plan to flip services in 2024 to alleviate that. Mr. Zgonc moved to recommend approval to the full board. Second by Ms. Kiraly. Motion carried.
2. Trolls Under the Bridge Lease Discussion: Mr. Brown said Trolls Under the Bridge came in two summers ago. Their first summer was abbreviated while they waited for equipment and they had a full season in 2023. It' now time to discuss an extension or renegotiate. They currently pay \$200 per month or \$2,400 a year. In talking with the Serfozos, their issue is in the summer they have to negotiate fees with other festivals and end up paying more than \$200 a month. They're proposing to not pay the \$200 during the winter months. But their equipment is still in the concession stand, and we pay for power and everything else. Even though they pay more in the summer, Mr. Brown still thinks it's a bargain at \$200 a month. He loves having them but he doesn't think we can give the space away. Mr. Mullins asked if they make any money? Mr. Brown said they do okay, but not really during the concerts. He said he could also ask Mr. Bob Earley not to double charge. With their equipment in that room, Mr. Brown said he doesn't think \$200 is a lot to ask for as storage units aren't available at that rate. Mr. Mullins said it's a unique

use. Mr. Zgonc moved to go with \$200 a month. Ms. Kiraly seconded. Motion carried.

3. Stage Architects Proposal: Mr. Brown said he thinks we're at a crossroads. Where we are today, if we want any chance of breaking ground in fall 2024, we need to get the architects drawing. At a minimum tonight, we have to at least pass a motion to authorize them to start drawings. That's about \$250,000. To get us through construction documents is about \$650,000 total. All in through the whole project is about \$968,000 for phase 1A and 1B. There's no sense in drawing the stage without the greenroom. We need both. Mr. Veard said that's a lot of money for what we're getting. Mr. Zellers said it's 12% of the overall contract price for phase 1A and 1B. That doesn't include the schematic design that we're in the process of paying them another \$340,000. He agrees the overall price is a little steep for a standard construction project. But this isn't really a standard construction project. He has been impressed with the architects and construction manager. We're still going to have to work out a deal with the construction manager. The issue right now is our back is against the wall. We have to get this thing moving. We need documents by June 2024 so we can start construction by October 2024. In the last meeting, we talked about finances. He believes in the worst case, we're at about \$7 million that we're going to need to come up with. We have about \$1 million from the county and about \$1 million committed from the city. So that leaves us needing to fund \$5 million. The fundraising consultant thinks we can raise \$2 million, and we have \$500,000 to contribute. Mr. Zgonc asked if we're close to the \$7 million figure? Ms. McClelland said between the \$2 million from the city and county, the \$2 million in fundraising and the roughly \$2 million we could potentially contribute through cash and debt service, we're at \$6 million. We'd have to shop the debt service to get real numbers. Mr. Zellers said his recommendation is to do drawings for phase 1A and 1B, and then get to work on fundraising. Mr. Zellers asked if Mr. Brosky has weighed in? Mr. Brown said no. Mr. Zgonc asked about the state or federal funding? Mr. Brown said we're not including it but are working

on it. Ms. McClelland is submitting to the state capital budget this week. Guidance for the state's one-time grant fund for economically distressed communities hasn't come out yet. It was supposed to be released in June. Mr. Zellers asked are we close enough that we're comfortable spending \$1 million to do the construction drawings and get started? If we have any hope to get going next fall, we need to pull the trigger. Mrs. Silva Arredondo asked about the supplemental services and if we anticipated needing anything that isn't included in the base price? Mr. Veard said he thinks it's a lot of money. Mrs. Smith said on page 24 it talked about reimbursable expenses that are not included, which is typical. About what amount would that be? Mr. Zellers said in the long run keeping the stage where it's at doesn't save us any money because of the structural foundation. If we move the stage, we're also going to improve seating. Mr. Zgonc said it also talks about 4,000 in seating and 8,000 additional capacity. Ms. McClelland said there is a calculation for how many people can fit standing versus seated versus blankets for a specific area. We are not designing fixed seats. Mr. Zellers said they reduced the price by \$700,000. Mr. Zellers said he came up with \$7 million by adding the architect's fees, Whiting-Turner's fees, and taking into account things that could happen later he's at \$6.2 million. That isn't including the \$340,000 we're currently paying or what we pay Ms. Caddey will also go on top of that. That still leaves \$400,000 for anything we aren't thinking of right now, so some contingency is built in. Mr. Scott said if we only come up with \$4.5 or 5 million, what is the back door? Mr. Brown said the ARPA dollars have to be spent by 2026. If we get the drawings done, we have a shovel ready project. We can break ground on something in 2024 and continue to fundraise. Or we could wait to break ground in 2025 and be ready in 2026. Mr. Zellers said the only thing we know for sure is we have the money from the county and we've already spent some of it. We know we can do some type of financing. What's at risk is passing the levy. What's at risk is are we going to get the money from the city? Fundraising is at risk. We're going to have to work hard. Do we feel confident enough? If not, it's not going to happen by next fall. His

recommendation is to pull the trigger. Mr. Zgonc said on exhibit a it shows \$100,000 in engineering, but on another page it says \$135,000. Mr. Zellers said we've already paid a portion of the total. Mr. Zgonc said lighting design was \$62,800 versus \$63,000-70,400. Mr. Zellers said he thinks there still need to be conversation and push back on a couple different items. But we're still in a situation where we have to get moving if we're going to do this. Ms. Kiraly said the only option is to move forward. Mr. Zgonc asked if this includes Whiting-Turner? Mr. Zellers said no it doesn't. We're paying them \$30,000 for preconstruction. We're going to need to get them under contract, too. That's the very next thing that needs to happen. Mr. Brown said they are included in Mr. Zellers's \$6.2 million total estimate. Mr. Zgonc asked if there was preference for local vendors? Mr. Zellers said no and he doesn't think it's needed. We have the right of first refusal on any contractors. We have a say at what bidders get a look to begin with, too. Worst case scenario, we get someone we don't want, then we as a committee can go another route. We absolutely have a say on who does what. The language that gives us the ability to pick and choose who we would like to use is in there. Tonight is architecture and engineering fees only. Mr. Zgonc asked when we'd get to the next step? Mr. Zellers said we'll know more in January. Mr. Scott asked what our talking points are to people with questions about our decisions? Mr. Nielsen asked if Ms. McClelland had any figures for the economic impact of if we had the stage built? Ms. McClelland said she's done some basic economic impact analysis on the current visitors to BRL. The port invested in BRL 20 years ago to try to help with the revitalization of downtown and now we're seeing things like the hotel come to town. The economic impact for our investments in waterfront property have shown and will only continue to grow by more attendance. Mr. Nielsen said we have to work on our partnership with the city and we have to be at the table. Mr. Zellers said he sees this as an opportunity to strengthen our relationship with the city. Mr. Scott said it's critical the city show support and they need to show more support. It has to be an effort together. We need to sit down and talk with the Mayor and see



what he thinks. Mr. Zgonc said the document talks about litigation. Does that mean Lorain or Cuyahoga County? Mr. Zellers said Lorain. He wants arbitration. Those are fine points that will be clarified. Ms. Kiraly moved to recommend approval to the full board. Second by Mr. Veard. Motion carried.

**IV. Other Business**

A. None.

**V. Adjournment**

A. There being no further business to come before the committee, Mr. Zgonc moved to adjourn. Ms. Kiraly seconded. Meeting adjourned at 5:50 p.m.

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Jeff Zellers, Chairman

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Tom Brown, Executive Director

**Lorain Port and Finance Authority**  
**Board of Directors**  
**Regular Meeting**  
**Port Office**  
**Tuesday, January 9, 2024, at 6:00 p.m.**

**Board of Directors:** Ms. Kiraly; Mrs. Silva Arredondo; Messrs. Mullins, Nielsen, Scott, Veard, Zellers and Zgonc (7)

**Staff:** Tom Brown, Executive Director  
Tiffany McClelland, Assistant Director  
Yvonne Smith, Accountant  
Kelsey Leyva-Smith, Office Manager  
Mike Brosky, Esq., Port Attorney

**Guests:** None

**I. Roll Call**

**A.** The meeting was called to order at 6:xx p.m. by Chairman Brad Mullins with roll call indicating a quorum present.

**II. Pledge of Allegiance**

**III. Disposition of Meeting Minutes**

**A.** November 14, 2023, Contract Management Committee Meeting: Mr. Veard moved to approve the meeting minutes. Second by Ms. Kiraly. Motion carried.

**B.** November 14, 2023, Regular Board Meeting: Mrs. Leyva Smith said there is one correction. She left an "x" in place of the total page number in the bottom right corner, so that was corrected to 8 on all pages. Mr. Zellers moved to approve the minutes. Second by Mr. Veard. Motion carried.

**C.** December 12, 2023, Bylaws & Personnel Committee Meeting: Mrs. Silva Arredondo moved to approve the minutes. Second by Mr. Zellers. Motion carried.

**D.** December 12, 2023, Regular Board Meeting: Mr. Nielsen moved to approve the minutes. Second by Ms. Kiraly. Motion carried.

**IV. Report of Officers**

**A. Chairman**

**1.** Correspondence received:

a. Mr. Brown said he had none.

## **B. Executive Director**

1. Discussion about Board Retreat/Training: Mr. Brown said we've talked about this in the past. He wanted to take the temperature of the board and discuss availability. Maybe a Saturday training session and then something recreational afterwards. If it's something the board is interested in, we'll get more info and report back. Mr. Mullins asked what the purpose would be? Mr. Brown said to discuss the functionality of the board, how we operate, and why we do what we do. Mr. Mullins said he didn't realize there was a thing. Ms. McClelland said we could focus on the Ohio Revised Code (ORC), the laws and regulations related to port authorities, sunshine laws, etc. It's to make you a better board and ensure you understand your role and responsibilities. Mr. Zellers asked if other ports do this? Ms. McClelland said yes. Mr. Zellers asked for an agenda as an example of another organization. Mr. Mullins said he has done retreats before. He wants to know the full capacity of the board from an economic development standpoint. Is there something we can do to improve? Mr. Nielsen said it would be interesting if Mr. Brosky could go over what we have the ability to do through the ORC. Ms. McClelland said we have great relationships with experts who can present. Mr. Zellers said it sounds like there is interest.

## **C. Assistant Director**

1. Important Dates 2024: Ms. McClelland said we're going to look at a quick calendar. Some things in flux at the moment. We tried to put together any important dates we need board members to remember. We're going to have a lot of stage deadline dates so we can keep a pulse on what is to come. She will get this out to everyone. The levy fundraiser is on February 21<sup>st</sup>. The fundraising/steering committee needs to set a date for introductory meetings with the honorary chairs so we can keep on track with fundraising goals. We'll be on the ballot March 19. Volunteers are needed to build signs and put signs out on February 19. Outside of selling tickets, we'll also need volunteers for the levy fundraiser. On March 1 we will be Celebrity Bar Tenders at the

Mexican Mutual Club. Ms. McClelland said we need board members and guests to attend for a good turnout. It helps voter turnout for the election. March 8 is the Rockin' on the River kickoff event. March 19 is election day. April 8 is our Solar Eclipse Event. May 4 is our 60<sup>th</sup> anniversary. May 8 is the kickoff dinner and registration for Cabela's NTC. The NTC tournament is May 9-11. We'll need about 6-8 volunteers per day. May 24 may be the port's pour date at Rockin' on the River. Will we continue to set the tent up from Memorial Day through Labor Day? That's up for discussion. If so, we'll need volunteers for every night. Ms. McClelland said the rest is a lot of fundraising, financing and stage deadlines we'll need to meet along the way. July 4 is the fireworks display. God forbid, but if we don't do well in March, we then have the November election. Ms. McClelland said a board training may be added, and the pour date may change. The big question is whether we'll be volunteering on Fridays for the ROTR tent. Mr. Mullins said it's unfair for the staff to man that booth every week. If board members not interested, maybe we don't do it every Friday. He said he likes the awareness but he wouldn't be available that regularly. Ms. Kiraly asked how it was beneficial? She hasn't personally volunteered so she doesn't know what we do there. Mr. Mullins said a lot of people ask questions about the stage. He sees some value but he doesn't know if it's worth it. Mr. Veard said we collect emails. Mr. Scott said with everything else going on, he doesn't know if we have the capacity to do everything at every event. He sees the Solar Eclipse as an opportunity to help us as far as stage fundraising is concerned. He thinks the tent is more realistic at once a month. We have to determine our priorities and go from there. Mr. Mullins agreed. He thinks having some type of entertainment might make it so we could charge for entry. Mr. Scott asked about the hotel for the eclipse? Mr. Brown said they're booked. The hard part about a band is the weather. We're going to do enough to make revenue. We might be able to do something with parking. Mr. Scott asked how good our site will be in comparison to Avon Lake? Mr. Brown said the path of totality goes right through us. The Rt 83 and Lake Road in Avon Lake is the exact point. He

said we'll have about three and a half minutes of darkness. Mr. Brosky said Avon Lake will be more like four minutes. Mr. Scott said we have a serious opportunity here. Mr. Mullins said every hotel is booked in the county. People began preparing last year. Schools are taking off. Mr. Brown said we're accepting vendor applications. We'll have 14-16 food trucks and a set number of craft or merchandise vendors. We're thinking about a DJ and we'll have the NASA live stream. We're talking to Speak of the Devil about setting up in the Train Station. We're talking to Main Street about running a beer tent. We can capture money on parking. Crushers stadium is charging \$25 per person to sit in the stadium to watch. When you start charging gates you're talking cash, and staff and accounting. He wanted to try to capture dollars without manning a gate. Mr. Scott asked about the liquor permit? Mr. Brown said we'll get a temporary F2 permit for that day. Mr. Mullins said he thinks it's worth it to take it to committee. Mr. Brown said it's Opening Day for the Guardians, too. There are a lot of unknowns. We're going to have to protect our parking lots. There's going to be a million extra people in the county that day. Mr. Zellers said he's good with it going to committee. What about the Rockin' on the River tent? Mr. Mullins said he recommends it be once a month. Mrs. Silva Arredondo said what about the bands with the biggest draws? Mr. Brown said it slowed down a lot by the end of the season. Mr. Mullins said we'll pick the 3-4 most popular concerts. Mr. Nielsen said we'll wait until the schedule comes out to decide. The Solar Eclipse Event will go to committee. Ms. McClelland mentioned the port's 60<sup>th</sup> anniversary in May. Mr. Nielsen asked if the stage top would be up for the Solar Eclipse Event? Mr. Brown said we're going to try, but that will depend on the weather. Ideally it will be up.

## **V. Report of Committees**

### **A. Contract Management Committee**

1. Mr. Zellers said they've been working with our architects and engineers. We're just about under contract. There are a couple of things they're changing, mostly adjusting dates. Mr. Brown said he received an updated fee schedule this afternoon. We did ask Mr. Robert Maschke to take a look at

their numbers. They were at \$986,000. They dropped that \$102,000, so now we're at a fee of \$883,000. Mr. Brown said Mr. Zellers has done great work. Mr. Zellers said \$32,000 is the architect fee. We're switching structural engineers, so that's a savings of \$43,000. They took \$5,000 out of electrical and mechanical. The next big item was the lighting design review. They were using Claud Engel and switched to a new designer which dropped another \$20,000. About 11-12% lower. He thinks Mr. Bialosky is good with that and they're ready to go. Mr. Brown said Mr. Zellers has been incredibly helpful in the process.

**B. Strategic Development Plan Committee**

1. Mr. Mullins said he had no report.

**C. Marketing and Public Affairs Committee**

1. Mr. Nielsen said there will be a committee meeting on or before the next meeting to discuss the Solar Eclipse Event. It is Monday, April 8.

**D. Financial Planning and Audit Committee**

1. Ms. Kiraly said she reviewed the bank reconciliation for December with Mrs. Smith. It looked good. Receipts were good, too. And payments checked out as well. They reviewed the 2023 Annual Financial Report. It looks great. Those two open accounts, which included the Port and Parks Bike Trail Grant and Inclusive Project Planning Grant closed at the end of the year. She said the proposed budget looks good, too. Mr. Zellers asked if we were approving the 2024 budget tonight? Mrs. Smith said that is the goal. She emailed all related documents this afternoon. Mr. Scott asked if we added in the contingencies related to the stage project? Mr. Brown said no, this is just the operating budget, but it's a dynamic document that can change. If we receive an unanticipated donation, we can meet to adjust our revenues. We can meet monthly and edit it as needed. This just gives us the structural framework to work from. Mrs. Smith said the permanent must be in place with the county auditors by April 1. Mr. Scott said he hasn't yet reviewed the proposed 2024 budget. Mrs. Smith said she's happy to go through it tonight. The reason she's rushing a little bit to get this done is because we won't be able to open

- purchase orders or sign contracts for the stage out of the general fund. Ms. McClelland said if we don't pass it tonight, we'll need a special call. Mr. Brown said we can go through it as a team to get everyone comfortable, and if not we can schedule a committee meeting for next Monday or something. He doesn't want anyone to feel pressured into passing an important document.
2. Lorain County Auditor Electronic Payments: Mrs. Smith said Lorain County is getting ready to switch to electronic payments. She originally did the resolution with just the job titles and the auditors wanted the person's name. Mr. Mullins asked if a new resolution would need to be passed if positions change? Mrs. Smith said yes.

Mr. Mullins presented:

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO SET UP AND MAKE CHANGES TO THE LORAIN PORT AUTHORITY BANK ACCOUNT INFORMATION WHERE FUNDS WILL BE SETTLED FROM THE LORAIN COUNTY AUDITOR REGARDING ACH TRANSACTIONS.**

Ms. Kiraly moved to approve Resolution 2024-01. Second by Mr. Zellers. Roll call vote as follows:

**Ayes: 7                      Nays: 0                      Abstain: 0                      Resolution Passed**

3. 2023 Annual Financial Report: Mrs. Smith said the first two pages are a snapshot of the agency as a whole. Earnings on investment is the interest we received this year, which was \$29,833. Transfers are a permanent move of money. An advance is like a loan from one fund to another. She said all advances and transfers have been returned to their appropriate place by year-end. The more pages you flip the further it drills down into the details of the fund. You can go down to each individual line item. Mrs. Smith said custodial funds are funds that we have on our books but we don't manage how it's spent. We only handle the tracking. We don't budget for those. Mr. Scott asked about the Brownfield Grant Fund. Mrs. Smith said the actual budget was \$500,000. The money we didn't spend this year was pushed to next year. Then there are seven pages of notes. If you have any questions,

Mrs. Smith encouraged anyone to call her. Mr. Zellers said he wants an idea of what our carryover into next year will be. Mrs. Smith said that will be on the next one, in the budget. Mr. Scott moved to approve the 2023 Annual Financial Report. Second by Ms. Kiraly. Motion carried.

4. 2024 Permanent Budget: Mrs. Smith said to be able to operate we have to set a temporary budget and send it to the county auditors. Then by April 1 we have to pass a permanent budget. She didn't want to use the auditor's form because it makes you start with the revenues you project in July of the previous year. She received a different form from the auditors to avoid that. We have sent the county auditors our unencumbered balance but they have to approve it. Once we get that approved, then she can set the budget. She can't do it until she gets it back from the auditors. But with the resolution, she'll be able to move forward with the permanent budget as soon as she gets confirmation. Mrs. Smith said at the top we start with the general fund, The blue column is the proposed permanent budget. You'll see coming into 2024, our cash is \$917,629. We have prior year encumbrances, which are outstanding purchase orders as well as unpaid payroll withholdings. Our unencumbered balance is \$888,759.05. Mr. Zellers said in the projections for the stage, were we using our carryover? Ms. McClelland said yes. Mr. Mullins asked if we borrowed money, would we use that to make payments or would we put cash directly into the stage? Ms. McClelland said that is for the board to decide. She said we could take roughly \$500,000 and use that, or we could get a lone and make debt service payments. Mr. Brown said when he was previously on the board, he remembers the lowest carryover being about \$300,000 and the average being \$500,000, so \$888,000 is great. Mr. Mullins asked if we aren't maintaining things? Mr. Brown said he thinks we're keeping up but there are projects we can tackle. Mr. Zellers said we need to use what we can toward the stage project. Mr. Scott worries if we set aside too much we won't have enough for other opportunities that come along. Mr. Mullins said we have options, and we have to remember we can't do too much until the 2024 proceeds get here. He asked when the disbursement are? Mrs.



Smith said March and August. She said going down the page we can see the revenues. We're conservative so we don't over project. Mr. Nielsen asked when the replacement levy would kick in if it passed? Mrs. Smith said 2025. Mr. Scott asked what happens if the replacement levy fails? Mrs. Smith said we try a renewal levy in November and get about the same amount we currently receive. Mrs. Smith said we're conservative on revenues so we don't over project. We'll likely end up with more by the end of the year. Right now, we project a carryover of \$785,000 into 2025. Mr. Scott asked about the \$20,000 listed for election expenses. Mrs. Smith said that was an error and should go under 2025. It's a fluctuating number that depends on how many people are on the ballot. In 2020, we paid \$27,000 some odd dollars, but you don't pay until you start collecting the levy funds. Mrs. Smith said next is the Brownfield Assessment Grant. We had \$500,000 and this year we spent \$28,048.53, so the remainder goes into next year. Mr. Brown said we have \$500,000 to spend in 3 years. We're doing assessments on people's properties. The next item is the Inclusive Project Planning Grant. It did close out and the balance was transferred back to the general fund. The Port and Parks Bike Trail Fund also closed out by the end of 2023. The next is the stage project. We have a carryover of \$576,122.13. Mr. Scott asked about the expenditures for the stage over the next few months. Mr. Zellers said they're supposed to put together a fee schedule based on the design schedule. Design development, he's not sure when it's supposed to be completed. The next part is the construction document. Those are \$400,000. The construction phase starts sometime in August and is another \$275,000.

Mr. Mullins presented:

**A RESOLUTION MAKING ANNUAL APPROPRIATIONS OF THE LORAIN PORT AUTHORITY FOR CALENDAR YEAR 2024 PENDING VERIFICATION OF THE UNENCUMBERED BALANCES FROM THE LORAIN COUNTY AUDITOR.**

Mrs. Silva Arredondo moved to approve Resolution 2024-02. Second by Mr. Nielsen.

Roll call vote as follows:

**Ayes: 7**

**Nays: 0**

**Abstain: 0**

**Resolution Passed**

Mr. Scott moved to reduce the budget by \$20,000 to remove election expenses. Second by Ms. Kiraly. Motion carried.

**E. Bylaws and Personnel Committee**

1. Mrs. Silva Arredondo said no report.

**VI. Other Business**

- A. None.

**VII. Public Comment**

- A. None.

**VIII. Executive Session: Property Disposition**

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

**Ayes: 7                  Nays: 0                  Abstain: 0                  Motion carried**

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

**IX. Adjournment**

- A. There being no further business to come before the board, Mr. Nielsen moved to adjourn. Mr. Scott seconded. The meeting adjourned at 7:48 p.m.

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Brad Mullins, Chairman

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Tom Brown, Executive Director

	<b>Ohio Business Machines</b>	<b>Mavericks Office Solutions</b>	<b>Advanced Office Copiers</b>
<b>Model</b>	Sharp BP-70C45	Toshiba e-Studio 4525ac Copier	Sharp BP-70C45
<b>60 month</b>	\$ 170.00		\$ 149.10
<b>63 month</b>		\$ 138.72	
<b>1x Setup Cost</b>			\$ 480.50
<b>Service &amp; Supply</b>	\$ 50.00	\$ 35.00	
<b>Total Lease</b>	\$ 13,200.00	\$ 10,944.36	\$ 9,426.50
<b>B/W Copies Rate</b>	0.008	0.0065	0.012
<b>Color Copies Rate</b>	0.0525	0.055	0.07

<b>Notes</b>			
	service fee includes 680 color & 2125 BW copies, then pay as you go; **original rate was \$283 unitl 2/1/24	Pay as you go; service fee covers connectivity, monitoring, toner shipping costs and fuel recovery; per page costs cover the toner, service, maintenance, parts repairs and labor	Pay as you go or OneFlatRate* (*purchase as many copies as you want of BW & Color based on average we decide at a locked in rate, use whenever)

Current printing habits:

B&W	32,675	Total as of 1/26/24
Color	54,737	Total as of 1/26/24
B&W	466.7857143	Average per month (70 months)
Color	781.9571429	Average per month (70 months)
	3.03	5.60
	43.01	54.74
	46.04	60.34
	12	12
	\$552.50	\$724.06

**RESOLUTION NO. 2024-\_\_****A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE LORAIN LIGHTHOUSE FOUNDATION, INC. REGARDING THE PROVISION OF THE 2024 SHUTTLE BOAT SERVICE TO THE LORAIN LIGHTHOUSE.**

**WHEREAS**, the Lorain Port Authority has acquired two (2) boats for providing tours to the historic Lorain lighthouse; and

**WHEREAS**, the provision of said tours will enhance tourism and economic opportunities within the City of Lorain; and

**WHEREAS**, in order to provide said tours, it is necessary to enter into an agreement with the Lorain Lighthouse Foundation, Inc. in order to obtain access to the structure.

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

**SECTION I.** That the Executive Director of the Lorain Port Authority is hereby authorized and directed to enter into an agreement with the Lorain Lighthouse Foundation, Inc. regarding the provision of the 2024 shuttle boat service for passengers to the Lorain Harbor Lighthouse.

**SECTION II.** That said agreement shall be substantially in the form now on file with the Executive Director and said changes as are not adverse to the interest of the Port Authority and as may be approved by the Executive Director and legal counsel, which approval shall be conclusively evidenced by execution and decision of said agreement.

**SECTION III.** 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:**


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 Brad Mullins, Chairman

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 Tom Brown, Executive Director

## **AGREEMENT**

This Agreement, made at Lorain, Ohio, as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the LORAIN LIGHTHOUSE FOUNDATION, INC, a nonprofit 501 (c) (3) Organization, which with its successors and assigns is herein called “Lighthouse Foundation”, and the LORAIN PORT AUTHORITY, a governmental entity created under Section 4582 of the Ohio Revised Code, who is herein called “Port Authority”, is to Evidence that:

**WHEREAS**, Lighthouse Foundation desires to engage the Port Authority and the Port Authority desires to render boat transportation services for Lighthouse Foundation under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and promises made herein and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Lighthouse Foundation and the Port Authority (herein collectively called the “Parties” and individually the “Party”) agree as follows:

### **1. Engagement.**

- A.** Upon the terms and conditions of this Agreement, Lighthouse Foundation hereby engages the Port Authority to render boat transportation services to Lighthouse Foundation and Port Authority hereby agrees to provide such boat transportation services to Lighthouse Foundation during the term (as defined herein).
- B.** Both Parties acknowledge Port Authority’s status as an independent governmental entity under this Agreement and that, Lighthouse Foundation shall have no duty, responsibility or obligation: (a) to withhold and/or pay FICA taxes or Federal, State or local income and other taxes, and/or (b) to comply with or contribute to State Workers’ Compensation and/or State or federal Unemployment Compensation funds or to comply with any other laws, including the providing of any Port Authority fringe or other benefits with respect to Port Authority employees.

- 2. Term.** The term of this Agreement (herein called the “Agreement Term”) shall commence on May 15, 2024, and end on October 31, 2024, or until terminated as provided herein.

- 3. Fees.** The fees between the Port Authority and Lighthouse Foundation shall be distinguished based upon the type of trip as outlined below.

#### **A. Lighthouse Tours**

- 1. In return for the boat transportation services to the Lighthouse rendered by Port Authority, the Lighthouse Foundation shall pay Port Authority a rate of \$110 per hour during the term pursuant to this Agreement. Fractional hours will be billed in 15-minute increments at a rate of \$27.50.
- 2. The Lighthouse Foundation shall process ticket sales for Lighthouse Tour trips using their own Peek Pro ticketing system which will be established and setup with training

- provided by the Port Authority in the introductory year. It should be noted that a service fee will be added to the sale of each ticket that is to be paid by the purchaser and retained by the ticketing agency.
3. Port Authority shall bill the Lighthouse Foundation these fees within thirty (30) days after the Port Authority's accounting of proceeds at the end of the boating season.

**B. Lighthouse Sunset Wine Dinners**

1. The Lighthouse Foundation Inc. will host Sunset Wine Dinners at the Lorain Lighthouse each Tuesday from June 18, 2024, to September 10, 2024. The Port Authority agrees to provide the transportation to and from Oasis Marinas at Port Lorain Dock A and the Lighthouse.
2. The Lighthouse Foundation, Inc. shall pay the Port Authority a rate of \$110 per hour.
3. Fractional hours will be billed in 15-minute increments at a rate of \$27.50.
4. There will be a **maximum of 18 persons** per dinner.
5. Port Authority shall bill the Lighthouse Foundation these fees within thirty (30) days after the Port Authority's accounting of proceeds at the end of the boating season.

**C. Special Events**

1. Any additional special events **hosted by the Lighthouse Foundation** to take place above and beyond those listed in Sections 3A and 3B shall be done at the rate of \$110 per hour. Fractional hours will be billed in 15-minute increments at a rate of \$27.50. This fee shall be billed to the Lighthouse Foundation by the Port Authority upon conclusion of the special event.
2. Any person and/or group may schedule a **private special event**. All private special events will be required to submit a Lighthouse Special Event Application (attached) to the Lighthouse Foundation for review. Rental fees are outlined on the Lorain Lighthouse application form, available on their website. The Port Authority will be compensated in the amount of \$110 per hour per boat, paid upon receipt of invoice from Port Authority after the event concludes. Fractional hours will be billed in 15-minute increments at a rate of \$27.50.
3. Any inquires the Port Authority receives for use or rental of the Lighthouse shall be referred to the Lighthouse Foundation – Call Frank Sipkovsky at 440-960-2301 or Ron Mantini at 440-282-7137.

- D.** Lighthouse Foundation's obligations under this Section 3 are expressly conditioned upon the Port Authority's continued and faithful performance of and adherence to each and every covenant, warranty, representation, duty and obligation assigned to or made by Port Authority hereunder.

4. **Duties and Responsibilities.**

- A. The Port Authority shall render and perform boat transportation services for Lighthouse Foundation per the Term defined in Section 2, each day and as mutually agreed upon, (the “Term”). During the Agreement Term, the Port Authority shall transport all ticket holders from a location selected by Lighthouse Foundation (the “Departure Location”) to the Lorain Lighthouse and return.
- B. Each party shall maintain records relating to the boat transportation services rendered under this Agreement. Such records shall be maintained in a manner mutually acceptable to both parties.
- C. The Port Authority shall be responsible for transporting any and all watercraft to and from the Departure Location before, during, and after the Agreement Term.
- D. The Lighthouse Foundation shall be responsible for providing necessary personnel at loading and off-loading sites to assist patrons/passengers. The Captain of the vessel shall assist in the loading and unloading procedure.
- E. Work with the U.S. Coast Guard, Community Resource Officer and the Lorain Harbor Patrol to ensure public safety on the waterfront.
- F. Cooperatively work on tour marketing.

5. **Inclement Weather.** If, during the Agreement Term and in good faith judgment of the Captain of the boat, the weather or lake conditions present a safety risk, the Port Authority shall be excused from performing the boat transportation services, which are the subject of this Agreement for so long as such inclement weather or lake conditions exist. However, if such inclement weather or lake conditions subside during the Agreement Term, the Port Authority shall immediately become responsible for the performance of the boat transportation services required under this Agreement.

6. **Indemnity, Insurance and Registration.**

- A. Both Parties shall indemnify and hold harmless the other party against and from any and all claims, actions, suits, proceedings, costs (including, but not limited to, attorney fees, damages and liabilities arising out of, connected with, or resulting from the either Party’s actions or omissions while performing the services designated in this Agreement.
- B. The Port Authority shall be responsible for and obtain an insurance policy for the shuttle boats containing a minimum of \$1 million of liability, personal injury, death and/or property damage arising out of, connected with, or resulting from acts or omissions while performing the services designated in this Agreement. The Lighthouse Foundation shall be responsible for any insurance obligations on the Lighthouse. Such insurance shall include naming each respective party as named insured (as its interests may appear). Each respective party shall not cancel or allow to be cancelled the insurance required by this Section and all such

insurance policies shall contain provisions requiring at least thirty (30) days written notice to each other before any termination or reduction in benefits thereof.

C. The Port Authority shall obtain and continuously maintain during the Agreement Term any and all registrations and certifications required under local, State or Federal law with regard to any watercraft used by the “Port Authority” while performing the services designated in this Agreement. Such registrations and certifications shall include, but not be limited to, all registrations and certifications required by the United States Coast Guard.

7. **Termination.** Either Party may terminate the Agreement Term upon the other Party’s breach or violation of any of its obligations, duties, covenants, representations or warranties made in this Agreement.

8. **Jurisdiction and Venue.**

A. This Agreement is signed, executed and consummated in the City of Lorain, County of Lorain, State of Ohio, and Ohio’s laws shall govern all disputes, controversies and litigation arising hereunder.

B. Lighthouse Foundation and the Port Authority hereby agree that exclusive venue for all disputes, controversies and litigation arising under this Agreement lies with the State Courts of Lorain County, Ohio.

C. For all disputes, controversies and litigation arising under this Agreement, Lighthouse Foundation and the Port Authority hereby (jointly and individually) submit to the personal jurisdiction of the State Courts of Lorain County, Ohio.

9. **Prohibition Against Assignment.**

A. The Port Authority’s duties, obligations and services rendered under this Agreement are personal in nature and are unique and peculiar to the Port Authority. Therefore, without Lighthouse Foundation’s prior written consent, the Port Authority shall not assign, transfer, sell, encumber, pledge or otherwise alienate the Port Authority’s duties, obligations, responsibilities or rights under this Agreement.

B. If the Port Authority attempts to affect any of the foregoing, Lighthouse Foundation shall thereupon have the continuing right and option to terminate this Agreement Term at any time, without notice or demand, and without further Lighthouse Foundation obligation or liability hereunder.

10. **Miscellaneous.**

A. This Agreement constitutes the entire agreement between Lighthouse Foundation and the Port Authority and all prior written or oral negotiations, representations, arrangements and/or agreements regarding the subject matter herein are merged into and superseded by this Agreement.



- B.** All provisions of this Agreement are severable and no provision hereof shall be affected by the invalidity of any other such provision.
- C.** No waiver by Lighthouse Foundation or the “Port Authority” and no refusal or neglect of Lighthouse Foundation or the Port Authority to exercise any right hereunder or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein with respect to any subsequent breach, actions or omissions hereunder, unless such waiver is expressed in writing by the waiving party.
- D.** This Agreement may be amended, altered or changed only through a written document signed by the Port Authority and Lighthouse Foundation.
- E.** For purposes of this Agreement, the singular includes the plural and vice-versa and the feminine, masculine and neuter include each other.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands as of the day and year first above written.

**THE LORAIN LIGHTHOUSE FOUNDATION, INC.**

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

Title: \_\_\_\_\_

**LORAIN PORT AUTHORITY**

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

Title: \_\_\_\_\_

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE LORAIN HISTORICAL SOCIETY REGARDING THE 2024 HISTORY BOAT TOURS.**

**WHEREAS**, the Lorain Port Authority has acquired two (2) boats for providing tours in the City of Lorain; and

**WHEREAS**, the provision of said tours will enhance tourism and economic opportunities within the City of Lorain; and

**WHEREAS**, in order to provide said tours, it is necessary to enter into an agreement with the Lorain Historical Society in order to provide a narrator with historical expertise.

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

**SECTION I.** That the Executive Director of the Lorain Port Authority is hereby authorized and directed to enter into an agreement with the Lorain Historical Society regarding the provision of the 2024 shuttle boat service for patrons of History Boat Tours.

**SECTION II.** That said agreement shall be substantially in the form now on file with the Executive Director and said changes as are not adverse to the interest of the Port Authority and as may be approved by the Executive Director and legal counsel, which approval shall be conclusively evidenced by execution and decision of said agreement.

**SECTION III.** 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

## AGREEMENT

This Agreement, made at Lorain, Ohio, as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the LORAIN HISTORICAL SOCIETY, which with its successors and assigns is herein called “Historical Society”, and the LORAIN PORT AUTHORITY, a governmental entity created under Section 4582 of the Ohio Revised Code, who is herein called “Port Authority”, is to Evidence that:

**WHEREAS**, Historical Society desires to engage the Port Authority and the Port Authority Contract desires to render boat transportation services for “History Boat Tours” under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and promises made herein and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Historical Society and the Port Authority (herein collectively called the “Parties” and individually the “Party”) agree as follows:

### 1. Engagement.

- A. Upon the terms and conditions of this Agreement, Historical Society hereby engages the Port Authority to render boat transportation services to Historical Society patrons and Port Authority hereby agrees to provide such boat transportation services to Historical Society during the Performance Period (as defined herein).
- B. Both Parties acknowledge Port Authority’s status as an independent governmental entity under this Agreement and that, Historical Society shall have no duty, responsibility, or obligation: (a) to withhold and/or pay FICA taxes or Federal, State or local income and other taxes, and/or (b) to comply with or contribute to State Workers’ Compensation and/or State or Federal Unemployment Compensation funds or to comply with any other laws, including the providing of any Port Authority fringe or other benefits with respect to Port Authority employees.

### 2. Term. The term of this Agreement (herein called the “Agreement Term”) shall commence on the date hereof and shall continue until terminated as provided herein.

### 3. Fees.

#### A. History Excursions

1. The Lorain Port Authority shall process ticket sales, established at a rate of \$20 per ticket. A service fee will be added to the sale of each ticket that is to be paid by the purchaser. In return for the historian services rendered by Historical Society, Port Authority shall pay the Historical Society four dollars (\$4.00) of each ticket reservation during the Performance Period pursuant to this Agreement.
2. Port Authority shall pay the Historical Society said fee within thirty (30) days after the Port Authority’s accounting of proceeds at the end of the boating season.

#### B. Private History Tours

1. The Lorain Port Authority shall process requests for private history tours in coordination with the Historical Society. Interested customers are required to submit an application to the Port Authority. The date and time of private trips will be subject to the availability of the captains and the historians. The rental fee for one boat for up to two (2) hours is \$300 with any additional hours costing \$50 per hour. The historian service fee is \$75, in addition to the base rate, and is to compensate the Historical Society. No private history tour is to be longer than two (2) hours. A deposit of \$175 must be made to the Lorain Port Authority at the time of application submittal. The balance of \$200 is due two weeks prior to the event.
2. Port Authority shall pay the Historical Society said fee, \$75, within thirty (30) days after receiving full payment from customer.

- C. Historical Society's obligations under this Section 3 are expressly conditioned upon the Port Authority's continued and faithful performance of an adherence to each and every covenant, warranty, representation, duty and obligation assigned to or made by Port Authority hereunder.

**4. Duties and Responsibilities.**

- A. The Port Authority shall render and perform boat transportation services for History Boat Tours for the 2024 boating season, each day, as mutually agreed upon, (the "Performance Period"). During the Performance Period, the Port Authority shall transport all ticket holders from a location agreed upon by Historical Society and Port Authority (the "Departure Location"), on the designate two-hour route in the Lorain harbor and Black River.
- B. The "Port Authority" shall be responsible for transporting any and all watercraft to and from the Departure Location before, during, and after the Agreement Term.
- C. The Historical Society shall be responsible for providing necessary trained personnel on the vessel to provide the historical narrative to patrons/passengers. The Captain of the vessel shall assist in the loading and unloading procedure.
- D. Work with the U.S. Coast Guard, Community Resource Officer and the Lorain Harbor Patrol to ensure public safety on the waterfront.
- E. Cooperatively work on tour marketing.

- 5. Inclement Weather.** If, during the Performance Period and in either the Port Authority's or Historical Society's good faith judgment, the weather or lake conditions present a safety risk, the Port Authority shall be excused from performing the boat transportation services, which are the subject of this Agreement for so long as such inclement weather or lake conditions exist. However, if such inclement weather or lake conditions subside during the Performance Period, the Port Authority shall immediately become responsible for the performance of the boat transportation services required under this Agreement.

**6. Indemnity, Insurance and Registration.**

- A. Both Parties shall indemnify and hold harmless the other party against and from any and all claims, actions, suits, proceedings, costs (including, but not limited to, attorney fees, damages and liabilities arising out of, connected with, or resulting from the either Party's actions or omissions while performing the services designated in this Agreement.
- B. The Port Authority shall obtain and continuously maintain during the Agreement Term any and all registrations and certifications required under local, State or Federal law with regard to any watercraft used by the "Port Authority" while performing the services designated in this Agreement. Such registrations and certifications shall include, but not be limited to, all registrations and certifications required by the United States Coast Guard.

- 7. Termination.** Either Party may terminate the Agreement Term upon the other Party's breach or violation of any of its obligations, duties, covenants, representations or warranties made in this Agreement.

**8. Jurisdiction and Venue.**

- A. This Agreement is signed, executed and consummated in the City of Lorain. County of Lorain, State of Ohio, and Ohio's laws shall govern all disputes, controversies and litigation arising hereunder.

- B. Historical Society and the Port Authority hereby agree that exclusive venue for all disputes, controversies and litigation arising under this Agreement lies with the State Courts of Lorain County, Ohio.
- C. For all disputes, controversies and litigation arising under this Agreement, Historical Society and the Port Authority hereby (jointly and individually) submit to the personal jurisdiction of the State Courts of Lorain County, Ohio.

**9. Prohibition Against Assignment.**

- A. The Port Authority’s duties, obligations and services rendered under this Agreement are personal in nature and are unique and peculiar to the Port Authority. Therefore, without Historical Society’s prior written consent, the Port Authority shall not assign, transfer, sell, encumber, pledge or otherwise alienate the Port Authority’s duties, obligations, responsibilities or rights under this Agreement.
- B. If the Port Authority attempts to affect any of the foregoing, Historical Society shall thereupon have the continuing right and option to terminate this Agreement Term at any time, without notice or demand, and without further Historical Society obligation or liability hereunder.

**10. Miscellaneous.**

- A. This Agreement constitutes the entire agreement between Historical Society and the Port Authority and all prior written or oral negotiations, representations, arrangements and/or agreements regarding the subject matter herein are merged into and superseded by this Agreement.
- B. All provisions of this Agreement are severable, and no provision hereof shall be affected by the invalidity of any other such provision.
- C. No waiver by Historical Society or the Port Authority and no refusal or neglect of Historical Society or the Port Authority to exercise any right here under or to enforce compliance with the terms of this Agreement shall constitute a waiver of any provision herein with respect to any subsequent breach, actions or omissions hereunder, unless such waiver is expressed in writing by the waiving party.
- D. This Agreement maybe amended, altered or changed only through a written document signed by the Port Authority and Historical Society.
- E. For purposes of this Agreement, the singular includes the plural and vice-versa and the feminine, masculine and neuter include each other.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands as of the day and year first above written.

LORAIN HISTORICAL SOCIETY

LORAIN PORT AUTHORITY

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION NO. 2024-\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH SHIP CAPTAINS RELATIVE TO THE OPERATION OF THE SHUTTLE BOAT VESSELS IN 2024.**

**WHEREAS**, the Lorain Port Authority has acquired two (2) shuttle boats for establishment tours to the historic Lorain Lighthouse and upriver locations; and

**WHEREAS**, the Lorain Port Authority has entered into an agreement with the Lorain Lighthouse Foundation, Inc. to provide access to the Lorain Harbor Lighthouse; and

**WHEREAS**, it is necessary to enter into an Independent Contractor Agreement with the Captains in order to operate said vessels; and

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

**SECTION I.** That the Executive Director or his designee is hereby authorized and directed to enter into Independent Contractor Agreement (Agreements attached) for the operation of the Lighthouse Shuttles for tours to the Lorain Harbor Lighthouse and upriver locations. The Agreement for the Ship Captains shall provide for an hourly rate of Twenty-Five Dollars (\$25.00) per hour.

**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

## **INDEPENDENT CONTRACTOR AGREEMENT**

This Agreement, made at Lorain, Ohio, as of this, «Date» by and between LORAIN PORT AUTHORITY, governmental entity with its successors and assigns is herein called “PORT AUTHORITY”, and «First\_Name»«Last\_Name»«Address\_Line\_1»«City», «State»«Zip\_code», who is herein called “Independent Contractor”, is to Evidence that:

**WHEREAS**, Port Authority desires to engage Independent Contractor and Independent Contractor desires to render boat transportation services for Port Authority as an independent contractor under the terms and conditions of this Agreement; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and promises made herein and for other valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Port Authority and Independent Contractor (herein collectively called the “Parties” and individually the “Party”) agree as follows:

### **1. Engagement**

Upon the terms and conditions of this Agreement, the Port Authority hereby engages Independent Contractor to render boat transportation services as an independent contractor to Port Authority’s patrons and Independent Contractor hereby agrees to provide such boat transportation services, utilizing the Port Authority vessels, to Port Authority’s patrons during the Performance Period (as defined in section 2).

Both Parties acknowledge Independent Contractor’s status as an independent contractor under this Agreement and that, therefore, the Port Authority shall have no duty, responsibility, or obligation: (a) to withhold and/or pay FICA taxes or Federal, State or local income and other taxes, and/or (b) to comply with or contribute to State Workers’ Compensation and/or State or Federal Unemployment Compensation funds or to comply with any other laws relating to employees with respect to Independent Contractor, and/or (c) to provide Independent Contractor with any Port Authority fringe benefits or other benefits available to Port Authority employees.

### **2. Term and Performance Period**

The term of this Agreement (herein called the “Agreement Term”) shall commence on the date hereof May 1, 2024, and shall continue until November 1, 2024. However, either party may exercise an option to extend this contract an additional one term of (1) year by serving notice to the other party by February 1, 2025.

### **3. Fees**

In return for the boat transportation services rendered hereunder by Independent Contractor, the Port Authority shall pay Independent Contractor Twenty-Five Dollars (\$25.00) per hour for services related to transport of port authority patrons by Independent Contractor during the Performance Period pursuant to this Agreement.

The Port Authority shall pay Independent Contractor said Basic Fees within thirty (30) days after the Port Authority's event or Performance Period, upon receiving an invoice.

The Port Authority's obligations under this Section 3 are expressly conditioned upon Independent Contractor's continued and faithful performance of an adherence to each and every covenant, warranty, representation, duty and obligation assigned to or made by Independent Contractor hereunder.

#### **4. Duties and Responsibilities**

Independent Contractor shall have and provide copies of their Merchant Mariner Credential with Master 25 Ton capacity, First Aid, and CPR cards. In addition, the Independent Contractor shall be a member of a drug consortium and periodically submit to drug testing.

Independent Contractor shall render and perform boat transportation services for Port Authority. Independent Contractor shall transport Corporation's patrons from a location selected by Port Authority (the "Departure Location") to the Port of Lorain Lighthouse, upriver and/or in the harbor aboard the Pride of Lorain or Lady Charleston as designated by the Port Authority.

Independent Contractor shall maintain records on behalf of Port Authority relating to the boat transportation services and maintenance logs rendered under this Agreement. Such records shall be maintained in a manner acceptable to Port Authority.

Independent Contractor shall abide by all City, State, and Federal laws and regulations during the performance of their duties of behalf of the Lorain Port Authority.

#### **5. Inclement Weather**

If, during the Performance Period and in either the Independent Contractor's or Port Authority's good faith judgment, the weather or lake conditions present a safety risk to the Parties or the Port Authority's patrons, Independent Contractor shall be excused from performing the boat transportation services which are the subject of this Agreement for so long as such inclement weather or sea conditions exist. However, if such inclement weather or lake conditions subside during the Performance Period, Independent Contractor shall immediately become responsible for the performance of the boat transportation services required under this Agreement.

#### **6. Indemnity and Registration**

At solely his cost and expense, Independent Contractor shall obtain and continuously maintain during the Agreement Term any and all registrations, licenses and certifications required under local, State or Federal law with regard to any watercraft operated by Independent Contractor while performing the services designated in this Agreement. Such registrations and certifications shall include, but not be limited to, all registrations and certifications required by the United States Coast Guard. Independent Contractor shall periodically furnish to Port Authority, upon its demand, any and all certificates verifying that the registrations and certifications required by this Section are maintained by Independent Contractor in full force and effect.



**7. Insurance**

Lorain Port Authority shall provide liability insurance coverage for Independent Contractor during the performance of service on behalf of the Lorain Port Authority.

**8. Termination**

Either Party may terminate the Agreement Term upon the other Party's breach or violation of any of its obligations, duties, covenants, representations or warranties made in this Agreement.

**9. Jurisdiction and Venue**

This Agreement is signed, executed and consummated in the City of Lorain, County of Lorain, State of Ohio, and Ohio's laws shall govern all disputes, controversies and litigation arising hereunder.

The Port Authority and Independent Contractor hereby agree that exclusive venue for all disputes, controversies and litigation arising under this Agreement lies with the State Courts of Lorain County, Ohio.

For all disputes, controversies and litigation arising under this Agreement, the Port Authority and Independent Contractor hereby (jointly and individually) submit to the personal jurisdiction of the State Courts of Lorain County, Ohio.

**10. Prohibition Against Assignment**

Independent Contractor's duties, obligations and services rendered under this Agreement are personal in nature and are unique and peculiar to Independent Contractor. Therefore, without the Port Authority's prior written consent, Independent Contractor shall not assign, transfer, sell, encumber, pledge or otherwise alienate Independent Contractor's duties, obligations, responsibilities or rights under this Agreement.

If Independent Contractor attempts to affect any of the foregoing, Port Authority shall thereupon have the continuing right and option to terminate this Agreement Term at any time, without notice or demand, and without further the Port Authority obligation or liability hereunder.

**11. Testing Positive for Drug or Alcohol**

In the event the Independent Contractor tests positive for alcohol or drug test, the Independent Contractor shall not be permitted to operate a vessel on behalf of the Lorain Port Authority until he/she is cleared.

**12. Miscellaneous**

This Agreement constitutes the entire agreement between Port Authority and Independent Contractor and all prior written or oral negotiations, representations, arrangements and/or

agreements regarding the subject matter herein are merged into and superseded by this Agreement. The Port Authority and Independent Contractor acknowledge that there are no oral or other written understandings, arrangements and/or agreements between the Parties relating to the subject matter of this Agreement.

All provisions of this Agreement are severable, and no provision hereof shall be affected by the invalidity of any other such provision.

No waiver by Port Authority or Independent Contractor and no refusal or neglect of the Port Authority or Independent Contractor to exercise any right hereunder or to enforce compliance with the terms of this agreement shall constitute a waiver of any provision herein with respect to any subsequent breach, actions or omissions hereunder, unless such waiver is expressed in writing by the waiving party.

This Agreement may be amended, altered or changed only through a written document signed by Independent Contractor and Port Authority.

For purposes of this Agreement, the singular includes the plural and vice-versa and the feminine, masculine and neuter include each other.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands as of the day and year first above written.

LORAIN PORT AUTHORITY

\_\_\_\_\_  
Thomas Brown, Executive Director

\_\_\_\_\_  
«First\_Name»«Last\_Name», Independent Contractor

**Fund Summary**  
January 2024

Fund #	Fund Name	Starting Fund Balance	Month To Date Revenue	Year To Date Revenue	Month To Date Expenditures	Year To Date Expenditures	Ending Fund Balance	Current Reserve for Encumbrance	Unencumbered Fund Balance
1000	General	\$917,629.49	\$6,863.90	\$6,863.90	\$70,390.10	\$70,390.10	\$854,103.29	\$367,834.95	\$486,268.34
2051	USEPA Brownfield Assessment Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$465,987.22	(\$465,987.22)
2061	Marine Patrol Program	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2901	Inclusive Project Planning	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4202	Port & Parks Bike Trail Station	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4901	BRL Stage Capital Projects	\$576,122.13	\$0.00	\$0.00	\$3,000.00	\$3,000.00	\$573,122.13	\$241,350.00	\$331,772.13
9902	Rockin' on the River	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9903	Energy Special Improvement District	\$2,059.45	\$0.00	\$0.00	\$0.00	\$0.00	\$2,059.45	\$0.00	\$2,059.45
Report Total:		\$1,495,811.07	\$6,863.90	\$6,863.90	\$73,390.10	\$73,390.10	\$1,429,284.87	\$1,075,172.17	\$354,112.70

Last reconciled to bank: 01/31/2024 – Total other adjusting factors: \$200.00

**Revenue Summary**

January 2024

	Final Budget	Month To Date Revenue	Year To Date Revenue	Budget Variance Favorable (Unfavorable)	YTD % Received
<hr/>					
1000 General					
Property and Other Local Taxes	\$855,271.00	\$0.00	\$0.00	(\$855,271.00)	0.000%
Intergovernmental	\$36,200.00	\$0.00	\$0.00	(\$36,200.00)	0.000%
Charges for Services	\$123,500.00	\$1,300.00	\$1,300.00	(\$122,200.00)	1.053%
Earnings on Investments	\$25,000.00	\$5,563.90	\$5,563.90	(\$19,436.10)	22.256%
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Other Financing Sources					
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	
Total 1000 General	\$1,039,971.00	\$6,863.90	\$6,863.90	(\$1,033,107.10)	
<hr/>					
2051 USEPA Brownfield Assessment Grant					
Intergovernmental	\$471,951.47	\$0.00	\$0.00	(\$471,951.47)	0.000%
Total 2051 USEPA Brownfield Assessment Grant	\$471,951.47	\$0.00	\$0.00	(\$471,951.47)	
<hr/>					
2901 Inclusive Project Planning					
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total 2901 Inclusive Project Planning	\$0.00	\$0.00	\$0.00	\$0.00	
<hr/>					
4202 Port & Parks Bike Trail Station					
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Other Financing Sources					
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	
Total 4202 Port & Parks Bike Trail Station	\$0.00	\$0.00	\$0.00	\$0.00	
<hr/>					
4901 BRL Stage Capital Projects					
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Other Financing Sources					
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

**Revenue Summary**

January 2024

	<b>Final Budget</b>	<b>Month To Date Revenue</b>	<b>Year To Date Revenue</b>	<b>Budget Variance Favorable (Unfavorable)</b>	<b>YTD % Received</b>
Total Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	
Total 4901 BRL Stage Capital Projects	\$0.00	\$0.00	\$0.00	\$0.00	
<hr/>					
9902 Rockin' on the River					
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total 9902 Rockin' on the River	\$0.00	\$0.00	\$0.00	\$0.00	
<hr/>					
Report Total:	\$1,511,922.47	\$6,863.90	\$6,863.90	(\$1,505,058.57)	

**Revenue Status**

By Fund

As Of 1/31/2024

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-110-0000	General Property Tax - Real Estate	\$855,271.00	\$0.00	\$855,271.00	0.000%
1000-490-0500	Other - Intergovernmental{ODNR Submerged Land Lease}	\$36,200.00	\$0.00	\$36,200.00	0.000%
1000-490-0800	Other - Intergovernmental{Miscellaneous}	\$0.00	\$0.00	\$0.00	0.000%
1000-490-9000	Other - Intergovernmental{Homestead and Rollback}	\$0.00	\$0.00	\$0.00	0.000%
1000-523-0000	Recreation Entry Fees	\$12,500.00	\$0.00	\$12,500.00	0.000%
1000-590-0100	Other - Charges for Services{Oasis Lease}	\$56,000.00	\$0.00	\$56,000.00	0.000%
1000-590-0201	Other - Charges for Services{JATT Riverside, LLC}	\$6,000.00	\$500.00	\$5,500.00	8.333%
1000-590-0600	Other - Charges for Services{Lumen Leases}	\$1,500.00	\$0.00	\$1,500.00	0.000%
1000-590-0700	Other - Charges for Services{Black River Landing}	\$25,000.00	\$400.00	\$24,600.00	1.600%
1000-590-0800	Other - Charges for Services{Miscellaneous}	\$0.00	\$400.00	-\$400.00	0.000%
1000-590-2000	Other - Charges for Services{Economic Development}	\$10,000.00	\$0.00	\$10,000.00	0.000%
1000-590-7200	Other - Charges for Services{Lighthouse}	\$12,500.00	\$0.00	\$12,500.00	0.000%
1000-701-0000	Interest	\$25,000.00	\$5,563.90	\$19,436.10	22.256%
1000-820-0000	Contributions and Donations	\$0.00	\$0.00	\$0.00	0.000%
1000-891-0000	Other - Miscellaneous Operating	\$0.00	\$0.00	\$0.00	0.000%
1000-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
1000-941-0000	Advances - In	\$0.00	\$0.00	\$0.00	0.000%
Fund 1000 Sub-Total:		\$1,039,971.00	\$6,863.90	\$1,033,107.10	0.660%

Fund: 2051 USEPA Brownfield Assessment Grant

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2051-411-0000	Federal - Restricted	\$471,951.47	\$0.00	\$471,951.47	0.000%
Fund 2051 Sub-Total:		\$471,951.47	\$0.00	\$471,951.47	0.000%

**Revenue Status**

By Fund

As Of 1/31/2024

Fund: 2901 Inclusive Project Planning

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2901-841-6600	Capital Contributions{JobsOhio}	\$0.00	\$0.00	\$0.00	0.000%
Fund 2901 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 4202 Port & Parks Bike Trail Station

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4202-411-6300	Federal - Restricted{Port & Parks BikeTrail Station}	\$0.00	\$0.00	\$0.00	0.000%
4202-490-6400	Other - Intergovernmental{Metro Parks}	\$0.00	\$0.00	\$0.00	0.000%
4202-941-6300	Advances - In{Port & Parks BikeTrail Station}	\$0.00	\$0.00	\$0.00	0.000%
Fund 4202 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 4901 BRL Stage Capital Projects

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4901-820-4300	Contributions and Donations{Stage Project}	\$0.00	\$0.00	\$0.00	0.000%
4901-931-4300	Transfers - In{Stage Project}	\$0.00	\$0.00	\$0.00	0.000%
Fund 4901 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Fund: 9902 Rockin' on the River

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
9902-892-0750	Other - Miscellaneous Non-Operating{Rockin' on the River}	\$0.00	\$0.00	\$0.00	0.000%
Fund 9902 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%
Report Total:		\$1,511,922.47	\$6,863.90	\$1,505,058.57	0.454%

LORAIN PORT AUTHORITY, LORAIN COUNTY  
**Appropriation Summary**  
 January 2024

	<u>Reserved for Encumbrance 12/31 Less Adjustment</u>	<u>Final Appropriation</u>	<u>Total Appropriations</u>	<u>Month To Date Expenditures</u>	<u>Year to Date Expenditures</u>	<u>Current Reserve for Encumbrance</u>	<u>Unencumbered Balance</u>	<u>YTD % Expenditures</u>
1000 - General								
Leisure Time Activities								
Recreation								
Contractual Services	\$0.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0.000%
Supplies and Materials	\$0.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00	0.000%
Total Recreation	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	
Total Leisure Time Activities	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00	
Basic Utility Services								
Billing - Electric								
Contractual Services	\$3,475.15	\$37,500.00	\$40,975.15	\$4,003.26	\$4,003.26	\$24,471.89	\$12,500.00	9.770%
Total Billing - Electric	\$3,475.15	\$37,500.00	\$40,975.15	\$4,003.26	\$4,003.26	\$24,471.89	\$12,500.00	
Billing - Gas								
Contractual Services	\$487.96	\$6,500.00	\$6,987.96	\$686.79	\$686.79	\$5,051.17	\$1,250.00	9.828%
Total Billing - Gas	\$487.96	\$6,500.00	\$6,987.96	\$686.79	\$686.79	\$5,051.17	\$1,250.00	
Billing - Water								
Contractual Services	\$1,700.00	\$12,000.00	\$13,700.00	\$412.48	\$412.48	\$1,287.52	\$12,000.00	3.011%
Total Billing - Water	\$1,700.00	\$12,000.00	\$13,700.00	\$412.48	\$412.48	\$1,287.52	\$12,000.00	
Total Basic Utility Services	\$5,663.11	\$56,000.00	\$61,663.11	\$5,102.53	\$5,102.53	\$30,810.58	\$25,750.00	
General Government								
Boards and Commissions								
Personal Services	\$8,466.40	\$353,000.00	\$361,466.40	\$27,473.85	\$27,473.85	\$7,548.69	\$326,443.86	7.601%
Employee Fringe Benefits	\$23.91	\$184,788.50	\$184,812.41	\$4,434.18	\$4,434.18	\$33,265.45	\$147,112.78	2.399%
Contractual Services	\$8,321.35	\$267,223.00	\$275,544.35	\$17,599.84	\$17,599.84	\$171,304.75	\$86,639.76	6.387%
Supplies and Materials	\$3,778.67	\$196,500.00	\$200,278.67	\$13,162.70	\$13,162.70	\$124,905.48	\$62,210.49	6.572%
Total Boards and Commissions	\$20,590.33	\$1,001,511.50	\$1,022,101.83	\$62,670.57	\$62,670.57	\$337,024.37	\$622,406.89	
Total General Government	\$20,590.33	\$1,001,511.50	\$1,022,101.83	\$62,670.57	\$62,670.57	\$337,024.37	\$622,406.89	
Capital Outlay								
Capital Outlay								
Capital Outlay	\$2,617.00	\$53,500.00	\$56,117.00	\$2,617.00	\$2,617.00	\$0.00	\$53,500.00	4.663%
Total Capital Outlay	\$2,617.00	\$53,500.00	\$56,117.00	\$2,617.00	\$2,617.00	\$0.00	\$53,500.00	
Total Capital Outlay	\$2,617.00	\$53,500.00	\$56,117.00	\$2,617.00	\$2,617.00	\$0.00	\$53,500.00	
Other Financing Uses								



Appropriation Summary

January 2024

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 1000 - General	\$28,870.44	\$1,141,011.50	\$1,169,881.94	\$70,390.10	\$70,390.10	\$367,834.95	\$731,656.89	
<hr/>								
2051 - USEPA Brownfield Assessment Grant								
General Government								
Boards and Commissions								
Employee Fringe Benefits	\$0.00	\$5,464.25	\$5,464.25	\$0.00	\$0.00	\$0.00	\$5,464.25	0.000%
Contractual Services	\$0.00	\$465,987.22	\$465,987.22	\$0.00	\$0.00	\$465,987.22	\$0.00	0.000%
Supplies and Materials	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.000%
Total Boards and Commissions	\$0.00	\$471,951.47	\$471,951.47	\$0.00	\$0.00	\$465,987.22	\$5,964.25	
Total General Government	\$0.00	\$471,951.47	\$471,951.47	\$0.00	\$0.00	\$465,987.22	\$5,964.25	
Total 2051 - USEPA Brownfield Assessment Grant	\$0.00	\$471,951.47	\$471,951.47	\$0.00	\$0.00	\$465,987.22	\$5,964.25	
<hr/>								
2061 - Marine Patrol Program								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Employee Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Police Enforcement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Security of Persons and Property	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 2061 - Marine Patrol Program	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<hr/>								
2901 - Inclusive Project Planning								
Community Environment								
Community Planning and Zoning								
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Community Planning and Zoning	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Community Environment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Financing Uses								
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Report reflects selected information.

**Appropriation Summary**

January 2024

	<b>Reserved for Encumbrance 12/31 Less Adjustment</b>	<b>Final Appropriation</b>	<b>Total Appropriations</b>	<b>Month To Date Expenditures</b>	<b>Year to Date Expenditures</b>	<b>Current Reserve for Encumbrance</b>	<b>Unencumbered Balance</b>	<b>YTD % Expenditures</b>
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 2901 - Inclusive Project Planning	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<hr/>								
4202 - Port & Parks Bike Trail Station								
Capital Outlay								
Capital Outlay								
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Financing Uses								
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 4202 - Port & Parks Bike Trail Station	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<hr/>								
4901 - BRL Stage Capital Projects								
Capital Outlay								
Capital Outlay								
Contractual Services	\$0.00	\$389,937.13	\$389,937.13	\$3,000.00	\$3,000.00	\$241,350.00	\$145,587.13	0.769%
Capital Outlay	\$0.00	\$186,185.00	\$186,185.00	\$0.00	\$0.00	\$0.00	\$186,185.00	0.000%
Total Capital Outlay	\$0.00	\$576,122.13	\$576,122.13	\$3,000.00	\$3,000.00	\$241,350.00	\$331,772.13	
Total Capital Outlay	\$0.00	\$576,122.13	\$576,122.13	\$3,000.00	\$3,000.00	\$241,350.00	\$331,772.13	
Total 4901 - BRL Stage Capital Projects	\$0.00	\$576,122.13	\$576,122.13	\$3,000.00	\$3,000.00	\$241,350.00	\$331,772.13	
<hr/>								
9902 - Rockin' on the River								
Fiduciary Distributions								
Other Distributions								
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Distributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Fiduciary Distributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 9902 - Rockin' on the River	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

**Appropriation Summary**  
January 2024

	<u>Reserved for Encumbrance 12/31 Less Adjustment</u>	<u>Final Appropriation</u>	<u>Total Appropriations</u>	<u>Month To Date Expenditures</u>	<u>Year to Date Expenditures</u>	<u>Current Reserve for Encumbrance</u>	<u>Unencumbered Balance</u>	<u>YTD % Expenditures</u>
9903 - Energy Special Improvement District								
Fiduciary Distributions								
Distributions to Other Governments								
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Distributions to Other Governments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Fiduciary Distributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 9903 - Energy Special Improvement District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Report Totals:	\$28,870.44	\$2,189,085.10	\$2,217,955.54	\$73,390.10	\$73,390.10	\$1,075,172.17	\$1,069,393.27	

LORAIN PORT AUTHORITY, LORAIN COUNTY

**Appropriation Status**

By Fund

As Of 1/31/2024

Fund: General  
 Pooled Balance: \$854,103.29  
 Non-Pooled Balance: \$0.00  
 Total Cash Balance: \$854,103.29

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
1000-310-349-7000	Other - Professional and Technical Services{Shuttle Boats}	\$0.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.000%
1000-310-490-7000	Other - Supplies and Materials{Shuttle Boats}	\$0.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.000%
1000-512-311-0000	Electricity	\$3,475.15	\$0.00	\$37,500.00	\$24,471.89	\$4,003.26	\$12,500.00	9.770%
1000-522-313-0000	Natural Gas	\$487.96	\$0.00	\$6,500.00	\$5,051.17	\$686.79	\$1,250.00	9.828%
1000-532-312-0000	Water and Sewage	\$1,700.00	\$0.00	\$12,000.00	\$1,287.52	\$412.48	\$12,000.00	3.011%
1000-735-132-0000	D Salaries - Administrator's Staff	\$8,466.40	\$0.00	\$353,000.00	\$7,548.69	\$27,473.85	\$326,443.86	7.601%
1000-735-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$49,420.00	\$0.00	\$3,656.05	\$45,763.95	7.398%
1000-735-213-0000	D Medicare	\$0.00	\$0.00	\$5,118.50	\$0.00	\$562.22	\$4,556.28	10.984%
1000-735-221-0000	Medical/Hospitalization	\$0.00	\$0.00	\$111,000.00	\$24,486.27	\$0.00	\$86,513.73	0.000%
1000-735-222-0000	Life Insurance	\$0.00	\$0.00	\$500.00	\$444.00	\$0.00	\$56.00	0.000%
1000-735-225-0000	D Workers' Compensation	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.000%
1000-735-228-0000	D Health Care Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-735-229-0000	Other - Insurance Benefits	\$0.00	\$0.00	\$5,750.00	\$5,000.00	\$0.00	\$750.00	0.000%
1000-735-252-0000	Travel and Transportation	\$23.91	\$0.00	\$12,000.00	\$3,335.18	\$215.91	\$8,472.82	1.796%
1000-735-321-0000	Telephone	\$723.29	\$0.00	\$12,000.00	\$11,996.59	\$726.70	\$0.00	5.712%
1000-735-329-0000	Other-Communications, Printing & Advertising	\$128.00	\$0.00	\$40,000.00	\$523.20	\$128.00	\$39,476.80	0.319%
1000-735-329-8000	Other-Communications, Printing & Advertising{Other Promotio}	\$0.00	\$0.00	\$4,000.00	\$0.00	\$1,000.00	\$3,000.00	25.000%
1000-735-329-8800	Other-Communications, Printing & Advertising{Fireworks}	\$0.00	\$0.00	\$25,075.00	\$25,075.00	\$0.00	\$0.00	0.000%
1000-735-330-0000	Rents and Leases	\$0.00	\$0.00	\$5,000.00	\$4,415.64	\$0.00	\$584.36	0.000%
1000-735-330-6000	Rents and Leases{ODNR Lease}	\$0.00	\$0.00	\$36,005.00	\$36,003.32	\$0.00	\$1.68	0.000%
1000-735-330-6100	Rents and Leases{CORPS Engineer Lease}	\$0.00	\$0.00	\$16,843.00	\$15,000.00	\$0.00	\$1,843.00	0.000%
1000-735-341-0000	Accounting and Legal Fees	\$0.00	\$0.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00	0.000%
1000-735-343-0000	Uniform Accounting Network Fees	\$0.00	\$0.00	\$3,800.00	\$3,792.00	\$0.00	\$8.00	0.000%
1000-735-344-0000	D Tax Collection Fees	\$0.00	\$0.00	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.000%
1000-735-346-0000	Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-735-347-0000	Planning Consultants	\$7,470.06	\$0.00	\$7,500.00	\$0.00	\$7,470.06	\$7,500.00	49.900%
1000-735-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$20,000.00	\$16,500.00	\$1,500.00	\$2,000.00	7.500%

LORAIN PORT AUTHORITY, LORAIN COUNTY

**Appropriation Status**

By Fund

As Of 1/31/2024

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
1000-735-353-0000	Liability Insurance Premiums	\$0.00	\$0.00	\$52,000.00	\$52,000.00	\$0.00	\$0.00	0.000%
1000-735-391-0000	Dues and Fees	\$0.00	\$0.00	\$20,000.00	\$999.00	\$6,775.08	\$12,225.92	33.875%
1000-735-410-0000	Office Supplies and Materials	\$437.67	\$0.00	\$5,000.00	\$1,828.06	\$51.49	\$3,558.12	0.947%
1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$3,341.00	\$0.00	\$190,000.00	\$121,683.77	\$13,004.86	\$58,652.37	6.726%
1000-735-431-5300	Repairs and Maintenance of Buildings and Land{GOOSE DOG}	\$0.00	\$0.00	\$1,500.00	\$1,393.65	\$106.35	\$0.00	7.090%
1000-800-540-0000	Machinery, Equipment and Furniture	\$2,617.00	\$0.00	\$3,500.00	\$0.00	\$2,617.00	\$3,500.00	42.782%
1000-800-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.000%
1000-920-920-0000	D Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
General Fund Total:		\$28,870.44	\$0.00	\$1,141,011.50	\$367,834.95	\$70,390.10	\$731,656.89	6.017%

Fund: USEPA Brownfield Assessment Grant

Pooled Balance: \$0.00

Non-Pooled Balance: \$0.00

Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2051-735-252-0000	Travel and Transportation	\$0.00	\$0.00	\$5,464.25	\$0.00	\$0.00	\$5,464.25	0.000%
2051-735-300-0000	Contractual Services	\$0.00	\$0.00	\$465,987.22	\$465,987.22	\$0.00	\$0.00	0.000%
2051-735-400-0000	Supplies and Materials	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0.000%
USEPA Brownfield Assessment Grant Fund Total:		\$0.00	\$0.00	\$471,951.47	\$465,987.22	\$0.00	\$5,964.25	0.000%

Fund: Marine Patrol Program

Pooled Balance: \$0.00

Non-Pooled Balance: \$0.00

Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2061-110-132-0000	D Salaries - Administrator's Staff	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Report reflects selected information.

LORAIN PORT AUTHORITY, LORAIN COUNTY

**Appropriation Status**

By Fund

As Of 1/31/2024

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2061-110-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
2061-110-213-0000	D Medicare	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Marine Patrol Program Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Fund: Inclusive Project Planning

Pooled Balance: \$0.00  
 Non-Pooled Balance: \$0.00  
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2901-410-347-6700	Planning Consultants{Inclusive Project Planning}	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
2901-910-910-0000	D Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
2901-920-920-0000	D Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Inclusive Project Planning Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Fund: Port & Parks Bike Trail Station

Pooled Balance: \$0.00  
 Non-Pooled Balance: \$0.00  
 Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
4202-800-500-6300	Capital Outlay{Port & Parks Bike Trail Station}	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
4202-920-920-0000	D Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Port & Parks Bike Trail Station Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Fund: BRL Stage Capital Projects

Pooled Balance: \$573,122.13  
 Non-Pooled Balance: \$0.00

Report reflects selected information.

**Appropriation Status**

By Fund  
As Of 1/31/2024

Total Cash Balance: \$573,122.13

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
4901-800-346-4301	Engineering Services{Stage Architect}	\$0.00	\$0.00	\$247,937.13	\$208,350.00	\$0.00	\$39,587.13	0.000%
4901-800-347-4302	Planning Consultants{Stage Fundraiser}	\$0.00	\$0.00	\$72,000.00	\$33,000.00	\$3,000.00	\$36,000.00	4.167%
4901-800-349-4303	Other - Professional and Technical Services{Stage Construct}	\$0.00	\$0.00	\$70,000.00	\$0.00	\$0.00	\$70,000.00	0.000%
4901-800-590-4300	Other - Capital Outlay{Stage Project}	\$0.00	\$0.00	\$186,185.00	\$0.00	\$0.00	\$186,185.00	0.000%
BRL Stage Capital Projects Fund Total:		\$0.00	\$0.00	\$576,122.13	\$241,350.00	\$3,000.00	\$331,772.13	0.521%

Fund: Rockin' on the River  
Pooled Balance: \$0.00  
Non-Pooled Balance: \$0.00  
Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
9902-889-399-0750	Other - Other Contractual Services{Rockin' on the River}	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Rockin' on the River Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%

Fund: Energy Special Improvement District  
Pooled Balance: \$2,059.45  
Non-Pooled Balance: \$0.00  
Total Cash Balance: \$2,059.45

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
9903-882-391-0000	Dues and Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Energy Special Improvement District Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Report Total:		\$28,870.44	\$0.00	\$2,189,085.10	\$1,075,172.17	\$73,390.10	\$1,069,393.27	3.309%

**Bank Reconciliation**

Reconciled Date 1/31/2024

Posted 2/1/2024 9:53:31 AM

Prior UAN Balance:		\$1,495,811.07
Receipts:	+	\$6,863.90
Payments:	-	\$73,390.10
Adjustments:	+	\$0.00
Current UAN Balance as of 01/31/2024:		\$1,429,284.87
Other Adjusting Factors:	+	\$0.00
Adjusted UAN Balance as of 01/31/2024:		<u>\$1,429,284.87</u>
Entered Bank Balances as of 01/31/2024:		\$1,440,578.84
Deposits in Transit:	+	\$0.00
Outstanding Payments:	-	\$11,493.97
Outstanding Adjustments:	+	\$0.00
Other Adjusting Factors:	+	\$200.00
Adjusted Bank Balances as of 01/31/2024:		<u>\$1,429,284.87</u>

Balances Reconciled



**Bank Balances**

Reconciled Date 1/31/2024

Posted 2/1/2024 9:53:31 AM

Type	Name	Number	Prior Bank Balance	Calculated Bank Balance	Entered Bank Balance	Difference
Primary	PRIMARY		\$286,199.44	\$205,181.72	\$205,181.72	\$0.00
Secondary	FFL		\$1,229,226.79	\$1,234,788.00	\$1,234,788.00	\$0.00
Secondary	First Fed		\$606.43	\$609.12	\$609.12	\$0.00
<b>Total:</b>			<u>\$1,516,032.66</u>	<u>\$1,440,578.84</u>	<u>\$1,440,578.84</u>	<u>\$0.00</u>

LORAIN PORT AUTHORITY, LORAIN COUNTY

2/1/2024 10:10:43 AM

**Outstanding Payments**

UAN v2024.1

Reconciled Date 1/31/2024

Posted 2/1/2024 9:53:31 AM

<u>Account</u>	<u>Type</u>	<u>Payment #</u>	<u>Post Date</u>	<u>Vendor / Payee</u>	<u>Amount</u>
PRIMARY	Warrant	15348	01/18/2024	JEREMY GORNALL	\$23.91
PRIMARY	Warrant	15356	01/24/2024	Main Street Lorain	\$1,000.00
PRIMARY	Warrant	15358	01/24/2024	Stacy A. Caddey	\$3,000.00
PRIMARY	Warrant	15361	01/24/2024	Verdantas	\$7,470.06
					\$11,493.97

## LORAIN PORT AUTHORITY, LORAIN COUNTY

2/1/2024 10:10:43 AM

**Cleared Payments**

UAN v2024.1

Reconciled Date 1/31/2024

Posted 2/1/2024 9:53:31 AM

<u>Account</u>	<u>Type</u>	<u>Payment #</u>	<u>Post Date</u>	<u>Vendor / Payee</u>	<u>Amount</u>
PRIMARY	Electronic	1-2024	01/04/2024	US TREASURY	\$4,660.87
PRIMARY	Electronic	2-2024	01/04/2024	OHIO TREASURER OF STATE	\$856.93
PRIMARY	Electronic	3-2024	01/04/2024	CITY OF LORAIN DEPT. OF TAXATION	\$969.36
PRIMARY	Electronic	4-2024	01/09/2024	MICHAEL E. BROSKY	\$599.21
PRIMARY	Electronic	6-2024	01/09/2024	OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$6,267.51
PRIMARY	Electronic	7-2024	01/12/2024	THOMAS E BROWN	\$2,517.96
PRIMARY	Electronic	8-2024	01/12/2024	Jeremy Lawrence Gornall	\$280.37
PRIMARY	Electronic	9-2024	01/12/2024	TIFFANY A MCCLELLAND	\$2,471.66
PRIMARY	Electronic	10-2024	01/12/2024	IDA YVONNE SMITH	\$1,838.57
PRIMARY	Electronic	11-2024	01/12/2024	KELSEY LEYVA SMITH	\$1,228.77
PRIMARY	Electronic	13-2024	01/16/2024	OHIO PUBLIC EMPLOYEES DEFERRED	\$845.00
PRIMARY	Electronic	14-2024	01/26/2024	THOMAS E BROWN	\$2,574.62
PRIMARY	Electronic	15-2024	01/26/2024	TIFFANY A MCCLELLAND	\$2,555.58
PRIMARY	Electronic	16-2024	01/26/2024	IDA YVONNE SMITH	\$1,907.51
PRIMARY	Electronic	17-2024	01/26/2024	KELSEY LEYVA SMITH	\$1,273.20
PRIMARY	Electronic	19-2024	01/23/2024	HUNTINGTON NATIONAL BANK	\$119.68
PRIMARY	Electronic	20-2024	01/26/2024	OHIO PUBLIC EMPLOYEES DEFERRED	\$845.00
PRIMARY	Electronic	264-2023	12/29/2023	OHIO PUBLIC EMPLOYEES DEFERRED	\$825.00
PRIMARY	Warrant	15324	12/20/2023	US BANK ONE CARD	\$7,468.31
PRIMARY	Warrant	15326	12/21/2023	THOMAS BROWN, CASHIER	\$128.51
PRIMARY	Warrant	15328	12/27/2023	LORAIN COUNTY TREASURER	\$840.50
PRIMARY	Warrant	15329	12/27/2023	LORAIN COUNTY TREASURER	\$7,564.50
PRIMARY	Warrant	15330	12/27/2023	LORAIN COUNTY TREASURER	\$37.00
PRIMARY	Warrant	15331	12/27/2023	EL CENTRO DE SERVICIOS SOCIALES	\$125.00
PRIMARY	Warrant	15332	12/27/2023	FRIENDS OFFICE	\$4.00
PRIMARY	Warrant	15333	12/27/2023	LAKE SCREEN PRINTING	\$302.85
PRIMARY	Warrant	15334	12/27/2023	OHIO EDISON	\$424.85
PRIMARY	Warrant	15335	12/27/2023	US BANK	\$367.97
PRIMARY	Warrant	15336	12/27/2023	WOBL RADIO INC. * WDLW RADIO INC.	\$1,236.00
PRIMARY	Warrant	15338	12/28/2023	FRIENDS OFFICE	\$93.67
PRIMARY	Warrant	15339	12/29/2023	KELSEY LEYVA	\$1,003.43
PRIMARY	Warrant	15340	01/18/2024	BCT ALARM SERVICES, INC.	\$779.25

**Cleared Payments**

Reconciled Date 1/31/2024

Posted 2/1/2024 9:53:31 AM

<b>Account</b>	<b>Type</b>	<b>Payment #</b>	<b>Post Date</b>	<b>Vendor / Payee</b>	<b>Amount</b>
PRIMARY	Warrant	15341	01/18/2024	Born's Lawn Care, LLC	\$1,143.75
PRIMARY	Warrant	15342	01/18/2024	Chris Haynes	\$1,500.00
PRIMARY	Warrant	15343	01/18/2024	CITY OF LORAIN UTILITIES DEPT.	\$412.48
PRIMARY	Warrant	15344	01/18/2024	COLUMBIA GAS OF OHIO	\$686.79
PRIMARY	Warrant	15345	01/18/2024	COUNCIL OF DEVELOPMENT FINANCE AGENCIES	\$675.00
PRIMARY	Warrant	15346	01/18/2024	GERGELY'S MAINTENANCE KING	\$247.20
PRIMARY	Warrant	15347	01/18/2024	JAN-PRO CLEANING SYSTEMS	\$272.00
PRIMARY	Warrant	15349	01/18/2024	Lumen	\$726.70
PRIMARY	Warrant	15350	01/18/2024	MURRAY RIDGE PRODUCTION CENTER	\$200.00
PRIMARY	Warrant	15351	01/18/2024	OHIO EDISON	\$81.92
PRIMARY	Warrant	15352	01/18/2024	REPUBLIC SERVICES, INC.	\$112.66
PRIMARY	Warrant	15353	01/18/2024	TREE PRO LANDCLEARING & TREE CARE, INC.	\$10,250.00
PRIMARY	Warrant	15354	01/18/2024	US BANK ONE CARD	\$5,508.24
PRIMARY	Warrant	15355	01/24/2024	AMERICAN GREAT LAKES PORTS ASSOCIATION, INC.	\$3,375.00
PRIMARY	Warrant	15357	01/24/2024	OHIO EDISON	\$3,921.34
PRIMARY	Warrant	15359	01/24/2024	THOMAS BROWN	\$96.00
PRIMARY	Warrant	15360	01/24/2024	Tiffany McClelland	\$96.00
					\$82,317.72

**Cleared Receipts**

Reconciled Date 1/31/2024

Posted 2/1/2024 9:53:31 AM

<u>Account</u>	<u>Type</u>	<u>Ticket #</u>	<u>Receipt #</u>	<u>Post Date</u>	<u>Source</u>	<u>Amount</u>
PRIMARY	Standard		1-2024	01/04/2024	Jeffery Neal	\$500.00
PRIMARY	Standard		2-2024	01/09/2024	The Nord Center	\$400.00
PRIMARY	Standard		3-2024	01/16/2024	KING FISHERY, LLC	\$400.00
FFL	Interest		4-2024	01/31/2024	FFL	\$1,163.32
FFL	Interest		5-2024	01/31/2024	FFL	\$4,397.89
First Fed	Interest		6-2024	01/31/2024	First Fed	\$2.69
						\$6,863.90

**Payment Listing**

January 2024

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
1-2024	01/04/2024	01/03/2024	EW	US TREASURY	\$4,660.87	C
2-2024	01/04/2024	01/03/2024	EW	OHIO TREASURER OF STATE	\$856.93	C
3-2024	01/04/2024	01/03/2024	EW	CITY OF LORAIN DEPT. OF TAXATION	\$969.36	C
4-2024	01/09/2024	01/05/2024	EP	MICHAEL E. BROSKY	\$599.21	C
6-2024	01/09/2024	01/05/2024	EW	OHIO PUBLIC EMPLOYEES RETIREMENT S	\$6,267.51	C
7-2024	01/12/2024	01/10/2024	EP	THOMAS E BROWN	\$2,517.96	C
8-2024	01/12/2024	01/10/2024	EP	Jeremy Lawrence Gornall	\$280.37	C
9-2024	01/12/2024	01/10/2024	EP	TIFFANY A MCCLELLAND	\$2,471.66	C
10-2024	01/12/2024	01/10/2024	EP	IDA YVONNE SMITH	\$1,838.57	C
11-2024	01/12/2024	01/10/2024	EP	KELSEY LEYVA SMITH	\$1,228.77	C
13-2024	01/16/2024	01/16/2024	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$845.00	C
14-2024	01/26/2024	01/23/2024	EP	THOMAS E BROWN	\$2,574.62	C
15-2024	01/26/2024	01/23/2024	EP	TIFFANY A MCCLELLAND	\$2,555.58	C
16-2024	01/26/2024	01/23/2024	EP	IDA YVONNE SMITH	\$1,907.51	C
17-2024	01/26/2024	01/23/2024	EP	KELSEY LEYVA SMITH	\$1,273.20	C
19-2024	01/23/2024	01/23/2024	CH	HUNTINGTON NATIONAL BANK	\$119.68	C
20-2024	01/26/2024	01/23/2024	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$845.00	C
15340	01/18/2024	01/18/2024	AW	BCT ALARM SERVICES, INC.	\$779.25	C
15341	01/18/2024	01/18/2024	AW	Born's Lawn Care, LLC	\$1,143.75	C
15342	01/18/2024	01/18/2024	AW	Chris Haynes	\$1,500.00	C
15343	01/18/2024	01/18/2024	AW	CITY OF LORAIN UTILITIES DEPT.	\$412.48	C
15344	01/18/2024	01/18/2024	AW	COLUMBIA GAS OF OHIO	\$686.79	C
15345	01/18/2024	01/18/2024	AW	COUNCIL OF DEVELOPMENT FINANCE AG	\$675.00	C
15346	01/18/2024	01/18/2024	AW	GERGELY'S MAINTENANCE KING	\$247.20	C
15347	01/18/2024	01/18/2024	AW	JAN-PRO CLEANING SYSTEMS	\$272.00	C
15348	01/18/2024	01/18/2024	AW	JEREMY GORNALL	\$23.91	O
15349	01/18/2024	01/18/2024	AW	Lumen	\$726.70	C
15350	01/18/2024	01/18/2024	AW	MURRAY RIDGE PRODUCTION CENTER	\$200.00	C
15351	01/18/2024	01/18/2024	AW	OHIO EDISON	\$81.92	C
15352	01/18/2024	01/18/2024	AW	REPUBLIC SERVICES, INC.	\$112.66	C
15353	01/18/2024	01/18/2024	AW	TREE PRO LANDCLEARING & TREE CARE,	\$10,250.00	C
15354	01/18/2024	01/18/2024	AW	US BANK ONE CARD	\$5,508.24	C
15355	01/24/2024	01/24/2024	AW	AMERICAN GREAT LAKES PORTS ASSOCI/	\$3,375.00	C
15356	01/24/2024	01/24/2024	AW	Main Street Lorain	\$1,000.00	O
15357	01/24/2024	01/24/2024	AW	OHIO EDISON	\$3,921.34	C
15358	01/24/2024	01/24/2024	AW	Stacy A. Caddey	\$3,000.00	O
15359	01/24/2024	01/24/2024	AW	THOMAS BROWN	\$96.00	C
15360	01/24/2024	01/24/2024	AW	Tiffany McClelland	\$96.00	C
15361	01/24/2024	01/24/2024	AW	Verdantas	\$7,470.06	O
Total Payments:					\$73,390.10	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$73,390.10	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher,

**Payment Listing**

January 2024

CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

Status: O - Outstanding, C - Cleared, V - Voided, B - Batch

\* Asterisked amounts are not included in report totals. These transactions occurred outside the reported date range but are listed for reference.

**Purchase Order Listing**

Year 2024

Purchase Order #	Type	Issue Date	Transaction Date	Expire Date	Vendor	Status	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance
1-2024	PO Reg	01/01/2024	12/28/2023		LORAIN COUNTY TREASURER	O	\$444.00	\$0.00	\$0.00	\$0.00	\$444.00
2-2024	PO Reg	01/01/2024	12/28/2023		LORAIN COUNTY TREASURER	O	\$24,486.27	\$0.00	\$0.00	\$0.00	\$24,486.27
3-2024	PO Reg	01/01/2024	12/28/2023		THOMAS BROWN	O	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
4-2024	PO Reg	01/01/2024	12/28/2023		Tiffany McClelland	O	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
5-2024	PO Reg	01/01/2024	12/28/2023		IDA YVONNE SMITH	O	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
6-2024	PO Reg	01/01/2024	12/28/2023		THOMAS BROWN	O	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
7-2024	PO Reg	01/01/2024	12/28/2023		Tiffany McClelland	O	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
8-2024	PO Reg	01/01/2024	12/28/2023		IDA YVONNE SMITH	O	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
9-2024	PO Reg	01/01/2024	12/28/2023		THOMAS BROWN	O	\$400.00	\$96.00	\$0.00	\$0.00	\$304.00
10-2024	PO Reg	01/01/2024	12/28/2023		Tiffany McClelland	O	\$400.00	\$96.00	\$0.00	\$0.00	\$304.00
11-2024	PO Reg	01/01/2024	12/28/2023		IDA YVONNE SMITH	O	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
12-2024	PO Reg	01/01/2024	12/28/2023		OHIO EDISON	O	\$25,000.00	\$528.11	\$0.00	\$0.00	\$24,471.89
13-2024	PO Reg	01/01/2024	12/28/2023		TREASURER OF STATE, AUDITOR	O	\$3,792.00	\$0.00	\$0.00	\$0.00	\$3,792.00
14-2024	PO Reg	01/01/2024	12/28/2023		US BANK	O	\$5,165.64	\$0.00	\$0.00	\$0.00	\$5,165.64
15-2024	PO Reg	01/01/2024	12/28/2023		OHIO TREASURER OF STATE	O	\$36,003.32	\$0.00	\$0.00	\$0.00	\$36,003.32
16-2024	PO Reg	01/01/2024	12/28/2023		SOMERS AGENCY, LLC	O	\$57,500.00	\$0.00	\$5,500.00	\$0.00	\$52,000.00
17-2024	PO Reg	01/01/2024	12/28/2023		KELSEY LEYVA SMITH	O	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
18-2024	PO Reg	01/01/2024	12/28/2023		KELSEY LEYVA SMITH	O	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
19-2024	PO Reg	01/01/2024	12/28/2023		KELSEY LEYVA SMITH	O	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
20-2024	PO Reg	01/01/2024	12/28/2023		JAN-PRO CLEANING SYSTEMS	O	\$3,264.00	\$272.00	\$0.00	\$0.00	\$2,992.00
21-2024	PO Reg	01/01/2024	12/28/2023		FIRELANDS ELECTRIC, INC.	O	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
22-2024	PO Reg	01/01/2024	12/28/2023		LUCAS PLUMBING & HEATING, INC.	O	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00



**Purchase Order Listing**

Year 2024

Purchase Order #	Type	Issue Date	Transaction Date	Expire Date	Vendor	Status	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance
23-2024	PO Reg	01/01/2024	12/28/2023		REPUBLIC SERVICES, INC.	O	\$4,889.68	\$112.66	\$0.00	\$0.00	\$4,777.02
26-2024	PO Reg	01/01/2024	12/28/2023		MURRAY RIDGE PRODUCTION CENTER	O	\$11,840.00	\$0.00	\$0.00	\$0.00	\$11,840.00
27-2024	PO Reg	01/01/2024	12/29/2023		KB Lawn and Snow Removal, LLC	O	\$80,000.00	\$0.00	\$0.00	\$0.00	\$80,000.00
28-2024	PO Reg	01/01/2024	12/29/2023		Verdantas	O	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
31-2024	PO Reg	01/08/2024	01/08/2024		THE MORNING JOURNAL	O	\$48.20	\$0.00	\$0.00	\$0.00	\$48.20
32-2024	PO Reg	01/08/2024	01/08/2024		FLIGNER'S SUPERMARKET & CATERING	O	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
34-2024	PO Reg	01/09/2024	01/09/2024		US BANK ONE CARD	O	\$327.18	\$0.00	\$0.00	\$0.00	\$327.18
37-2024	PO Reg	01/10/2024	01/10/2024		LAKELAND GLASS COMPANY, INC.	O	\$642.00	\$0.00	\$0.00	\$0.00	\$642.00
39-2024	PO Reg	01/11/2024	01/11/2024		GREAT LAKES PUBLISHING	O	\$225.00	\$0.00	\$0.00	\$0.00	\$225.00
41-2024	PO Reg	01/12/2024	01/12/2024		US BANK ONE CARD	O	\$1,600.00	\$0.00	\$0.00	\$0.00	\$1,600.00
44-2024	PO Reg	01/12/2024	01/12/2024		US BANK ONE CARD	O	\$1,500.00	\$106.35	\$0.00	\$0.00	\$1,393.65
45-2024	PO Reg	01/17/2024	01/17/2024		US BANK ONE CARD	O	\$99.00	\$0.00	\$0.00	\$0.00	\$99.00
47-2024	PO Reg	01/18/2024	01/18/2024		US BANK ONE CARD	O	\$191.88	\$15.99	\$0.00	\$0.00	\$175.89
48-2024	PO Reg	01/18/2024	01/18/2024		Lumen	O	\$10,500.00	\$3.41	\$0.00	\$0.00	\$10,496.59
49-2024	PO Reg	01/18/2024	01/18/2024		COLUMBIA GAS OF OHIO	O	\$5,250.00	\$198.83	\$0.00	\$0.00	\$5,051.17
51-2024	PO Reg	01/18/2024	01/18/2024		Chris Haynes	O	\$16,500.00	\$0.00	\$0.00	\$0.00	\$16,500.00
52-2024	PO Reg	01/19/2024	01/19/2024		Bialosky and Partners, Architects LLC	O	\$208,350.00	\$0.00	\$0.00	\$0.00	\$208,350.00
53-2024	PO Reg	01/19/2024	01/19/2024		Stacy A. Caddey	O	\$36,000.00	\$3,000.00	\$0.00	\$0.00	\$33,000.00
54-2024	PO Reg	01/22/2024	01/22/2024		Verdantas	O	\$465,987.22	\$0.00	\$0.00	\$0.00	\$465,987.22
55-2024	PO Reg	01/22/2024	01/22/2024		L3 Sign & Image	O	\$299.70	\$0.00	\$0.00	\$0.00	\$299.70
56-2024	PO Reg	01/22/2024	01/22/2024		Main Street Lorain	O	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$0.00
58-2024	PO Reg	01/23/2024	01/23/2024		HUNTINGTON NATIONAL BANK	O	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00

**Purchase Order Listing**  
 Year 2024

Purchase Order #	Type	Issue Date	Transaction Date	Expire Date	Vendor	Status	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance
59-2024	PO Reg	01/24/2024	01/24/2024		AMERICAN GREAT LAKES PORTS ASSOCIATION, INC.	O	\$3,375.00	\$3,375.00	\$0.00	\$0.00	\$0.00
60-2024	PO Reg	01/24/2024	01/24/2024		AABLE RENTS COMPANY	O	\$3,360.00	\$0.00	\$0.00	\$0.00	\$3,360.00
61-2024	PO Reg	01/24/2024	01/24/2024		AABLE RENTS COMPANY	O	\$8,349.00	\$0.00	\$0.00	\$0.00	\$8,349.00
62-2024	PO Reg	01/24/2024	01/24/2024		AABLE RENTS COMPANY	O	\$5,674.00	\$0.00	\$0.00	\$0.00	\$5,674.00
63-2024	PO Reg	01/24/2024	01/24/2024		AMERICAN FIREWORKS CO.	O	\$25,075.00	\$0.00	\$0.00	\$0.00	\$25,075.00
64-2024	PO Reg	01/29/2024	01/29/2024		Bricker Graydon LLP	O	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
65-2024	PO Reg	01/31/2024	01/31/2024		SQP	O	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
<b>Total for selected purchase orders:</b>							<u>\$1,078,488.09</u>	<u>\$8,804.35</u>	<u>\$5,500.00</u>	<u>\$0.00</u>	<u>\$1,064,183.74</u>

Status: O - Open, C - Closed, B - Batch