



319 Black River Lane
Lorain, Ohio 44052
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DATE: March 10, 2023
TO: Board of Directors
FROM: Brad Mullins, Chairman, Boards of Directors
SUBJECT: Meeting Notice

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

Tuesday, March 14, 2023

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

cc: Mayor/Administration
City Council
Media



Lorain Port and Finance Authority

Board of Directors Regular Meeting
Tuesday, March 14, 2023, at 7:00 p.m.
Port Office

AGENDA

- I. Roll Call
- II. Pledge of Allegiance
- III. Disposition of Meeting Minutes
 - A. February 14, 2023, Regular Board Meeting
- IV. Report of Officers
 - A. Chairman
 - 1. Correspondence received:
 - a. Board Elections in April
 - b. Rockin' on the River Lineup Announcement: 12 p.m. on March 22
at the Ferry Terminal Building
 - B. Executive Director
 - 1. Washington DC legislative fly in
Staff Presenter: Tom Brown, Executive Director
 - 2. Construction Manager at Risk progress
Staff Presenters: Tom Brown, Executive Director
 - 3. Jatt Riverside, LLC Riverside Building Sublease Agreement: Resolution
No. 2023-__
Staff Presenters: Tom Brown, Executive Director
 - C. Assistant Director
- V. Report of Committees
 - A. Contract Management Committee
 - 1. Electric and Gas Rates
Staff Presenter: Yvonne Smith, Accountant
 - B. Strategic Development Plan Committee

C. Marketing and Public Affairs Committee

1. Meeting date to be announced

Staff Presenter: Tom Brown, Executive Director

D. Financial Planning and Audit Committee

1. February 2023 Financial Statement: Motion to approve

Staff Presenter: Yvonne Smith, Accountant

E. Bylaws & Personnel Committee

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

Lorain Port and Finance Authority
Board of Directors
Regular Meeting
Port Office
Tuesday, February 14, 2023, at 7:00 p.m.

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

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 7:00 p.m. by Vice Chairman Carl Nielsen with roll call indicating a quorum present.

II. Pledge of Allegiance

III. Disposition of Meeting Minutes

A. October 11, 2022, Contract Management Committee Meeting: Mr. Zellers moved to approve the meeting minutes. Second by Mrs. Silva Arredondo. Motion carried.

B. November 8, 2022, Contract Management Committee Meeting: Mr. Veard moved to approve the meeting minutes. Second by Ms. Kiraly. Motion carried.

C. January 10, 2023, Regular Board Meeting: Mrs. Leyva-Smith said she had two corrections. She said the acronym eGFI was corrected to GCFI, and “225-Minute show” was corrected to “25-minute show.” Mr. Scott moved to approve the meeting minutes as corrected. Second by Mr. Zellers. Motion carried.

IV. Report of Officers

A. Chairman

1. Correspondence received:

- a. Mr. Brown said we received two reappointment letters for board members. City council approved them last week. One was for Mr. Zellers and the other was Mr. Zgonc. Mr. Brown congratulated them on being approved for another term. Mr. Nielsen thanked the board members for giving another four (4) years. Mr. Zellers said he's honored and believes it's a great group to be a part of.
- b. Mr. Brown said we received an update letter from the Board of Liquor Control. Lorain City Council also approved our liquor license application last week with no objections. No public hearing required. Mr. Brown went and got fingerprinted.
- c. Mr. Brown said we received eight (8) construction manager at risk submissions through our request for proposals. He's excited to see that much interest. The de facto committee ranked the submissions and they will be interviewing the top four (4) tomorrow afternoon. Mr. Brown said he's hoping to be back before March and might have a special call.

B. Executive Director

1. Riverside Park Lease Amendment: Mr. Brown said in your packet what you'll see is an amendment that city council unanimously approved it last week. He and Ms. McClelland presented. We are in a 50-year lease with the city for Riverside park and the lease previously said any additions or improvements could be for recreation only. We worked with the city and their law director for quite some time and they changed it to "commercial and/or recreational." We're asking for the same approval tonight to accept the lease as amended. The lease started in 1991. We can then complete negotiations with the interested parties. Mrs. Silva Arredondo asked about the name of the organization and how it appears on resolutions verses our marketing materials? Mr. Brown said the state and federal government recognizes us as Lorain Port Authority. It's our legal name.

Mr. Nielsen presented:

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO A LEASE AMENDMENT WITH THE CITY OF LORAIN FOR RIVERSIDE PARK.

Mr. Zellers moved to approve Resolution No. 2023-02. Second by Mr. Zgonc. Roll call vote as follows:

Ayes: 7 Nays: 0 Abstain: 1 Resolution Passed

2. Picnic Table Replacement Plan: Mr. Brown said we have somewhere between 30-50 picnic tables between all of our sites. Wood picnic tables age and we maintain them yearly. With the advent of the poly coated steel swings, we've explored the some company's picnic tables. A good wood picnic would be \$300-350. The poly coated would be about \$850 each. He thinks it's a good test project. If it works, we can gradually start replacing all of the wood ones. Some will make it to the dumpster this year and some will be rebuilt. There is a freight component as well, but he still thinks it's a good idea. We can choose any color. Mr. Nielsen said the composite tables are too heavy. At Rockin' on the River, people move the tables all over the site. He asked about a fundraiser to sponsor picnic tables. Mr. Brown said he thinks we can add it to our brochure, but he doesn't really want another program because then people might ask where their table is and it's been moved. Mr. Nielsen said maybe not now. He does agree with ordering some new and doing away with the worn-out wooden ones. Some of the wooden ones are a hazard. He wants to explore a fundraising component for future tables. Mr. Zellers clarified Mr. Nielsen was talking about plastic composite when he referred to the ones that are too heavy. Mr. Nielsen said yes. You need a forklift to move it. Mr. Zellers asked for the price of the composite tables. Mrs. Leyva-Smith said the poly coated tables would be \$850. She didn't get prices for composite plastic tables as they warp and are hard to move. The poly coated ones are about 255 lbs. and the wooden ones are around 200 lbs. Mr. Brown said we've had varying degrees of success with composite. Some benches warped, and others needed rebuilt. Mr. Zgonc asked why we're buying picnic

tables? Mrs. Leyva-Smith explained the ones we have are nearing their end of life, and couple fell apart even after repairs made by Mr. Ed Abel. Mr. Brown said we have some pieces and parts in the storage container, and another one fell apart recently. We haven't bought tables in more than five years. It's becoming a picnic table junk yard. Mr. Zgonc wondered if now was the right time with our redevelopment plan ongoing. Mr. Brown said we'll need picnic tables either way, for International Festival and The Summer Market. We likely won't need as many after the permanent stage is installed, but he anticipates another half dozen being retired this year. He wanted to get board input before moving forward. We'll get six this year and test them out. They have a 20-year warranty.

C. Assistant Director

1. Inclusive Project Planning update: Ms. McClelland said this is the grant with Team NEO through which we did the market study on the Pellet Terminal site, BRL South and the boat launch. We are finally going out for requests for proposals on all three sites. She didn't want anyone to be surprised. They're hoping for a good reach and press coverage. It should be out next week and will be out for a couple of months. Then we'll be reviewing those at the end of April/early May. We're hoping to get some submittals on each of the sites for redevelopment opportunities. Based on market study, we're targeting manufacturing for the boat launch, housing for Black River Landing South and recreational/multi-use for the Pellet Terminal site. Mr. Zellers asked about city hall? Ms. McClelland said it is on the table.

V. Report of Committees

A. Contract Management Committee

1. 2023 Independence Day Fireworks Display: Mrs. Leyva-Smith said at our last meeting, the board voted to increase the budget to \$25,000 and negotiate at that amount. We heard back, and American Fireworks indicated the revised program would get us back up to 25 minutes. Unfortunately, the 10" shells are a thing of the past as they are impossible to source. They added a large number of the largest diameter shells, those being 5-8 inches, and he thinks it

will be the best display at this budget. It's an additional 152 shells. Mr. Brown said he reached out to Rozzi Fireworks who did the Bonaminio show. They're very interested, but he was concerned about finding a local crew. We haven't received a proposal yet. He thinks we should move forward with American Fireworks. Mr. Veard moved to approve the revised proposal. Second by Mr. Nielsen. Motion carried.

2. 2023 Lighthouse Tours Agreement: Mrs. Leyva-Smith said in the past we had different breakdowns for compensation whether it was a Lighthouse Tour, a Lighthouse Dinner or private event. To streamline accounting and statistics, we proposed a flat rate of \$110 per hour. They reviewed and accepted it with the caveat of fractional hours being billed in 15-minute increments at a rate of \$27.50. Mr. Zellers asked how we pay the captains? Mrs. Leyva-Smith said the captains turn in a timesheet to her, which she then approves and forwards to Mrs. Smith for payment. Mr. Zellers asked if the captains were also paid in 15-minute increments. Mrs. Leyva-Smith said yes. Ms. McClelland said we also have an internal policy where the captain will get paid for a minimum of four (4) hours regardless of the number of trips they run. Mr. Scott asked about our previous conversation about charging more? Ms. McClelland said this is a better setup for everyone. Mr. Brown said we previously got \$10 per lighthouse tour ticket sold. The new setup incentivizes them to fill the boats. Ms. McClelland said when we ran the numbers, this not only streamlined the operation but also gives us the opportunity to see higher revenues.

Mr. Nielsen presented:

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 2023 SHUTTLE BOAT SERVICE TO THE LORAIN LIGHTHOUSE.

Mr. Zellers moved to approve Resolution No. 2023-03. Second by Ms. Kiraly. Roll call vote as follows:

Ayes: 8 Nays: 0 Abstain: 0 Resolution Passed

3. 2023 History Tours Agreement: Mrs. Leyva-Smith said she met with Ms. Barb Piscopo and Ms. Madison Maniaci with the Historical Society. They want to dial back from six days a month to four days a month as they're prepping for the 100th anniversary of the 1924 tornado next year. They're also a spotlight at the International Festival this year and don't want to be spread too thin. We have four June trips, three in July, and four August tours planned this year on Sundays and Fridays. They were happy with the current agreement and requested the same this year.

Mr. Nielsen presented:

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE LORAIN HISTORICAL SOCIETY REGARDING THE 2023 HISTORY BOAT TOURS.

Mr. Zgonc moved to approve Resolution No. 2023-04. Second by Mr. Veard. Roll call vote as follows:

Ayes: 7 Nays: 0 Abstain: 1 Resolution Passed

4. 2023 Shuttle Boat Captain Agreement: Mrs. Leyva-Smith said the Captain Training is scheduled for February 28. She said she has six captains returning and is waiting to hear back from one more, so she anticipates seven this year. She will be interviewing a potential new captain tomorrow. This is the same agreement passed last year, with the same rate of \$25 per hour. Mr. Zellers asked what the ideal number of captains is? Mrs. Leyva-Smith said we had about seven or eight when she first started at the Port in 2017. She prefers that many as it doesn't spread anyone too thin and provides a lot of coverage. Ms. McClelland said the more the better. Our trips are limited to the number of captains we have and their availability.

Mr. Nielsen presented:

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 2023.

Mrs. Silva Arredondo moved to approve Resolution No. 2023-05. Second by Ms. Bonilla. Roll call vote as follows:

Ayes: 8 Nays: 0 Abstain: 0 Resolution Passed

B. Strategic Development Plan Committee

1. Mr. Mullins was absent.

C. Marketing and Public Affairs Committee

1. Mr. Nielsen said he had no report.

D. Financial Planning and Audit Committee

1. 2022 Annual Financial Statement: Mrs. Smith said the committee went through this prior to the regular board meet. The committee recommended approval by the full board. She said the first seven pages are the notes, which goes into details about who we are and how we were established, etc. Mrs. Smith said we're in good financial shape. Mr. Scott moved to approve. Second by Mr. Veard. Motion carried.
2. January 2023 Financial Statement: Mrs. Smith said she and Ms. Bonilla reviewed everything. Mr. Zellers moved to approve. Second by Mr. Veard. Motion carried.
3. 2023 Permanent Budget: Mrs. Smith said this was reviewed during the committee meeting and the committee recommended full board approval. On the spreadsheet we have the 2020, 2021, and 2022 actual budget and the 2023 proposed budget. At the end of 2022, the general fund had a balance of \$854,697.60 going into 2023. Carryover encumbrances totaled \$37,071, for an unencumbered balance of \$817,625.65. Revenues totaled \$992,304. Mrs. Silva Arredondo said the revenues are lower than last year. Mr. Brown said we had a property sale and the Kelley's Island project last year. Mrs. Smith said we expect more in real estate taxes as well. The expenditures for the general fund are \$1,107,091. Our carryover into 2024 is projected to be \$739,910.60. Then we have the brownfield Assessment Grant we were awarded in 2022. On page four, the Marine Patrol Fund was zeroed out. Page five is the Inclusive Project Planning Grant. She pointed out that you don't

have to budget advances, but she wanted to show there will be no carryover. Then we have the Kelley's Island Project. It is complete. In total, we received \$390,854.54 in fees. The Port and Park Bike Trail wasn't able to be completed in 2022, so that goes into 2023. For the stage project, we received \$995,000 from the county in December 2022. Also, on page one in 2022, there is \$1,260.60 in donations and contributions. She meant to move those funds, but she had to have surgery and was out. That will be transferred into the stage fund after the budget is approved. Mr. Scott said Mrs. Smith does a remarkable job. He asked if we could see what we budgeted versus what we spent? Mrs. Smith said yes. Mr. Scott said even if it's this year, he wants to see what we spend versus what we propose. We will add a column to the spreadsheet. The stage fund has call centers to further define the expenditures, so you'll see "stage architect", "stage fundraiser, stage construction manager and stage. Mr. Zgonc asked if the city is going to put any money into the stage project? Mr. Brown said we may be on the agenda February 20. We'll make a presentation to their committee. We asked for more than what we got from the commissioners.

Mr. Nielsen presented:

A RESOLUTION MAKING PERMANENT APPROPRIATIONS OF THE LORAIN PORT AUTHORITY FOR CALENDAR YEAR 2023.

Mr. Scott moved to approve Resolution No. 2023-06. Second by Ms. Kiraly. Roll call vote as follows:

Ayes: 8 Nays: 0 Abstain: 0 Resolution Passed

4. Coastal Management Assistance Grant Advancement of Funds Repayment Extension: Mrs. Smith said this is the first of two repayment extensions for special revenue funds we have. It extends the repayment deadline to December 31, 2023.

Mr. Nielsen presented:

A RESOLUTION TO APPROVE A REPAYMENT EXTENTION FOR THE ADVANCEMENT OF FUNDS FROM THE GENERAL FUND TO A SPECIAL

REVENUE COASTAL MANAGEMENT PORT AND PARKS LAKE ERIE BIKE TRAIL STATION FUND.

Mr. Zgonc moved to approve Resolution No. 2023-07. Second by Mr. Zellers. Roll call vote as follows:

Ayes: 8 Nays: 0 Abstain: 0 Resolution Passed

5. Inclusive Project Planning Grant Advancement of Funds Repayment

Extension: Mrs. Smith said this is for the Inclusive Project Planning grant. It will be repaid by the end of this year.

Mr. Mullins presented:

A RESOLUTION TO APPROVE A REPAYMENT EXTENTION FOR THE ADVANCEMENT OF FUNDS FROM THE GENERAL FUND TO A SPECIAL REVENUE INCLUSIVE PROJECT PLANNING GRANT FUND.

Mrs. Silva Arredondo moved to approve Resolution No. 2023-08. Second by Ms. Kiraly.

Roll call vote as follows:

Ayes: 7 Nays: 0 Abstain: 1 Resolution Passed

E. Bylaws and Personnel Committee

1. Mr. Veard said he had no report.

VI. Other Business

A. None.

VII. Public Comment

A. None.

VIII. Executive Session: Property Disposition

Motion by Mr. Veard to enter executive session. Second by Ms. Bonilla. Roll call vote as follows:

Ayes: 8 Nays: 0 Abstain: 0 Motion Carried

Mr. Zgonc 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. Scott moved to adjourn. Ms. Bonilla seconded. Meeting adjourned at 8:04 p.m.

Carl Nielsen, Vice Chairman

Tom Brown, Executive Director

RESOLUTION NO. 2023-__

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO A SUBLEASE AGREEMENT WITH JATT RIVERSIDE LLC. FOR THE RIVERSIDE MARINA BUILDING AND RELATED SITE.

WHEREAS, the Lorain Port Authority through Ordinance No. 29-91 lease the Riverside Marina Building from the City of Lorain, Ohio; and

WHEREAS, it is the desire of the Lorain Port Authority to sublease the Riverside Marina Building and surrounding site to JATT RIVERSIDE LLC, for the creation of a waterfront bar and restaurant facility.

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

SECTION I. That the Board of Directors hereby authorizes the Executive Director or his designee to enter into a Sublease Agreement with JATT RIVERSIDE LLC. for the Riverside Marina Building and related site based upon the terms and conditions attached hereto.

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

SUBLEASE AGREEMENT BETWEEN THE LORAIN PORT AUTHORITY

AND

JATT RIVERSIDE, LLC

Be It Known, that the Lorain Port Authority, (“Sublessor”), and Jatt Riverside, LLC (“Sublessee”), do on this ____ day of _____, 2023 enter into a sublease agreement for the Riverside Park Marina Building and a portion of the adjoining grounds (“the Premises”)

for the purposes of establishing a bar/restaurant and all incidental uses related thereto.

IT IS AGREED that under the terms of this Agreement the Sublessee shall be permitted operate a bar/restaurant business on the Premises and to carry on any necessary acts to promote the commercial activity and operation of the facilities subleased hereunder, being subject to the Agreements terms and conditions.

The parties hereto acknowledge and agree to respect the conditions as imposed by Lorain Ordinance No. 29-91 upon the party's respective tenancies. Sublessee agrees to seek approval of the Sublessor and City of Lorain as Owner of any improvements that would constitute a breach of this contractual obligation as referenced in Lorain Ordinance No. 29-91. A copy of said ordinance is attached hereto as Exhibit “A” and incorporated by reference herein; The Sublessee agrees that it shall do nothing that will violate said ordinance. Should the Sublessor and/or the City of Lorain deny the Sublessees use or improvements of the Premises, this Sublease shall terminate and be of no further force and effect.

1. **AREA TO BE SUBLEASED:** The parties do hereby agree that the real property as is set forth and described upon Exhibit “B” and designated as "MAP OF AREA TO BE SUBLEASED" as attached hereto is fully incorporated by reference herein. Each party has agreed to have their authorized representative initial and execute said Exhibit as an indication that it finds that the area is acceptable and fully capable of contemplated use under all conditions and terms of this Agreement. Sublessor shall deliver possession of the Premises to Sublessee on _____, 2023.

2. **IMPROVEMENTS & APPROVAL:** All improvements to the Premises shall be subject to the prior design approval of the Sublessor, which approval shall not be unreasonably withheld or delayed. Sublessee shall have the right at its sole cost and expense to construct, renovate, improve, add to, remodel and develop such improvements as approved in the future on the Premises; however, upon termination of this Sublease agreement, any improvements affixed to the Premises or constructed upon the real property shall belong to the Sublessor without cost or payment of any kind as the same are considered to be a form of rent. If other property is to be removed no credit or set-off against rent for the improvement may be declared eligible as a credit or set-off under this Sublease agreement for any reason.

3. LEASE CONSIDERATION: Sublessee, agrees to pay to the Sublessor, as consideration for this Agreement as follows:

The sum of \$0 per month for the six (6) months beginning upon execution of this document. Upon expiration of the six (6) month period the rent shall be increased to \$500.00 per month for six months, payable in advance on the first day of each month. All months after shall be \$1,000 for the remainder of the five-year lease agreement, payable in advance on the first day of each month.

i. REVERTER OF LEASE INTEREST OF SUBLESSEE: The interests of the Sublessee under this Sublease agreement shall end and terminate upon discontinuance of the "use" of the Premises as a bar/restaurant by Sublessee. If Sublessee has not obtained an occupancy permit by January 1, 2024 this Sublease agreement shall end and terminate and be of no further force and effect.

4. UTILITIES & EXPENSES: Sublessee shall arrange for and pay for all utilities furnished to the Premises and any other expenses associated for the repair or maintenance of the Premises for the term of this Sublease, including but not limited to all lighting, security-services, landscaping services, water/sewer, electricity, gas, internet, radio, all other communications and/or telephone service(s) desired by Sublessee. Sublessee shall also be responsible to provide for its own waste disposal as may be required or generated by its use of the Premises.
5. TERM & TERMINATION OF AGREEMENT: The term of this Sublease shall commence on _____, 2023 and shall continue for five (5) years until _____, 2028. Provided all terms of this Agreement and Sublease are complied with and Sublessee is not in default of this Sublease, the Sublessee shall have the option to renew this Sublease for two (2) consecutive terms of five (5) years each. Should the Sublessee exercise its option to extend the lease, rental rate shall be negotiated by the parties. Should the Sublessee not exercise its option to renew this Sublease, the Sublessee shall become a month-to-month tenant with the rental rate being 110% of the then current monthly rental amount.
6. PROHIBITED USE & ENVIRONMENTAL MATTERS: Sublessee shall ensure that all citizens shall be able to use the Premises in a non-discriminatory manner. The Sublessee will not use or occupy said premises for any unlawful purposes; and that the Sublessee will conform to and obey all present and future laws, ordinances, rules, regulations, requirements and orders of the United States of America, the State of Ohio, the County of Lorain, and of all federal and/or state governmental authorities or agencies, and of all municipal departments, bureaus, or boards or officials for said governmental unit, respecting said Premises and the use and occupation thereof. Sublessee shall not do, nor allow anyone else to do anything affecting the property that is in violation of any law. Sublessee shall not cause or permit the illegal presence, use, disposal, storage, or release of any hazardous substances on or in the Premises. Sublessee shall not do, nor allow anyone else to do anything affecting the Premises that is in violation of any law or regulation issued by the United States of America

E.P.A. or the Ohio E.P.A.; Sublessee shall give Sublessor prompt written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the property and any hazardous substance or environmental law of which Sublessee has actual knowledge. If Sublessee learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Premises is necessary and that said matter has been caused by Sublessee or its agents, then the Sublessee shall, at Sublessee's sole cost, promptly take all necessary remedial actions in accordance with environmental law for matters caused by Sublessee. Sublessee shall conduct not less than annual inspections of the Premises to ensure that the provisions of this paragraph are at all times fully complied with; written reports of such inspections shall be provided to Sublessor.

7. REPAIRS AND MAINTENANCE:

A. The Sublessor,

- i. shall keep the grinder pump, boardwalk, building foundation, roof and outer walls of the leased building in good repair, except that Sublessor shall not be obligated to make any repairs to the same which are caused by the act or negligence of Sublessee, its agents, employees, or licensees;

B. Sublessee,

- i. shall make all ordinary repairs to the interior walls, floors, ceilings, doors, trim, windows, and all other appliances at its sole cost or expense. Sublessee shall keep and maintain the premises in good order, condition and repair in a clean, sanitary and safe condition;
- ii. shall provide general maintenance services to Riverside Park (litter pick up);
- iii. shall utilize its best efforts to assist the Sublessor in reducing the cost of any subsequent repair, renovation or rehabilitation cost; through the provision of services, labor and materials, etc.

iiii. shall be responsible for all renovation or rehabilitation costs to the Premises.

8. NO WASTE OR NUISANCE: The Sublessee shall not commit waste and shall not allow any nuisance on the Premises.

9. ENTRY UPON PREMISES BY SUBLESSOR: Sublessor reserves for itself and its respective agents and affiliated governmental agents, including any public service or public safety employee, police, fire, health department employees, the right to enter on the premises at reasonable times to inspect the Premises for any purpose. Except in the case of an emergency, Sublessor shall provide Sublessee with twenty-four (24) hours written notice of entry and Sublessee shall have the right to have a representative present.

10. SIGNS: Sublessee shall comply with all city ordinances and regulations with respect to appropriate signs or other structures projecting from the Premises. The Executive Director of

the Sublessor or his or her designee must approve all signage before it is used; Said approval shall not be unreasonably withheld.

11. **LIABILITY/DAMAGE CLAIMS:** Sublessee shall indemnify Sublessor from all liability, loss or other damage claims or obligations resulting from any injuries or losses whatsoever relating to the occupancy of the Premises by Sublessee.

12. **INDEMNITY:** To the greatest extent permitted by law, Sublessee shall and will at all times hereafter indemnify and save harmless the Sublessor and the City of Lorain, Ohio from and against any and all detriment, damages, losses, demands, claims, suits, costs and expenses which they may suffer, sustain or be subject to as a result of any negligent act or omission on the part of any invitee, agent of the Sublessee, its licensees, invitees or subtenants, or any of their customers, agents, employees, licensees, and/or invitees, Sublessees or representatives, in connection with the use of the Premises as aforesaid. Sublessee covenants at all times to indemnify and save Sublessor harmless from all loss, liability, cost or damages that may occur or be claimed with respect to any person or property on, in, or about the leased premises or to the leased premises themselves resulting from my act done or omission by or through Sublessee, its agents, employees invitees, or any person on the premises by reason of Sublessee's use or occupancy or resulting from Sublessee's non-use, or possession of such property and any and all loss, cost, liability, or expense resulting therefrom; and further Sublessee covenants at all times to maintain such premises for the protection and care of all persons upon the premises.

13. **INSURANCE TO BE MAINTAINED:** Sublessee shall procure and maintain in force, at its expense, during the term of this Sublease, and any extension thereof, public liability insurance with insurers and through brokers approved by Sublessor, and Sublessor shall not unreasonably withhold such approval. Any policy of insurance so procured shall be with an insurance company license to do business in the State of Ohio. Such coverage shall be adequate to protect against liability for damage claims through public use of or arising out of accidents occurring in the area to be leased and the adjacent parking lot, in a minimum amount of One Million Dollars, (\$1,000,000.00) for injury to or death of each person injured per occurrence, Two Million Dollars, (\$2,000,000.00) aggregate, comprehensive general liability policy. The insurance policies shall provide coverage for contingent liability of Sublessor on any claims or losses. The policy shall designate Sublessor, the City of Lorain, Ohio, and any other parties in interest designated by Sublessor, and Sublessee as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Sublessor thirty (30) days prior written notice. An exact copy of the policy or certificate of insurance same shall be delivered to Sublessor. Sublessee shall be obligated to provide Sublessor any newly issued policies or riders issued by its insurer or any new insurer. If the insurance policies are not kept in force during the entire term of this lease, or any extension thereof, Sublessor may procure the necessary insurance and pay the premiums therefore, and the premium shall be repaid to Sublessor as an additional rent installment due on the first of the month following the date on which the premiums were paid

by Sublessor. Sublessor shall further procure and maintain in force, at the parties equal expense, during the term of this lease, and any extension thereof, an all perils coverage property insurance in an amount not less than the appraised value of the real property and improvements. Sublessee shall reimburse Sublessor one-half the cost of such all perils property insurance coverage. Said appraised value of said real property shall be updated each three years with an aim to ensure that Sublessor's interests are to be properly insured. Such procured "SPECIAL FORM ALL RISK COVERAGE" shall cover all perils, fire and extended coverage insurance shall be adequate to protect against all perils which said real property and building may be subjected to, including, but not limited to: fire, smoke, explosion, gunshot, glass breakage, vandalism, criminal damaging, theft, storm, wind or tornado, lightning, ice and water damage, sewerage backup, pipe bursting, etc., if attainable. Any policy of insurance so procured shall be with an insurance company licensed to do business in the State of Ohio. The policy shall name Sublessor, the City of Lorain, Ohio, and any other parties in interest designated by Sublessor, and Sublessee as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Sublessor thirty (30) days prior written notice. The policy or policies or an exact copy of the same shall be delivered to Sublessor for keeping. Sublessee shall be obligated to provide Sublessor any newly issued policies or riders issued by its insurer or any new insurer. If the insurance policies are not kept in force during the entire term of this lease, or any extension thereof, Sublessor may procure the necessary insurance and pay the premiums, therefore, and the premium shall be repaid to Sublessor or as an additional rent installment due on the first of the month following the date on which the premiums were paid by Sublessor. Sublessee agrees not to sue Sublessor and the City of Lorain, Ohio for any reason regarding any loss Sublessee claims to sustain and Sublessee agrees 'to indemnify Sublessor against any claims made by any third parties over any such loss. It is understood and agreed that loss by fire or other damage covered by insurance to the premises or any part thereof or to any property of the Sublessee located therein or the operation of the Sublessee conducted therein shall mean such loss however caused, and the Sublessee and Sublessor each agree to waive their rights of recovery and causes of action against the other for any damage suffered by either caused by any of the perils covered by the procured "SPECIAL FORM ALL RISK COVERAGE", all perils, fire and extended coverage of insurance policies; provided, however, that in the event it becomes impossible for either party to obtain insurance coverage because of this provision of waiver, then this provision shall be void. Sublessee is advised to and agrees to independently obtain such insurance coverage on Sublessee's interior improvements and contents as Sublessee deems appropriate to protect Sublessee's interests.

In the event the Premises is damaged by fire or other cause, Sublessor, at Sublessor's sole cost and expense, shall, as soon as reasonably possible thereafter, commence repair, restoration, and reconstruction of the Premises and prosecute it diligently until completion; provided, however, that Sublessor, in so doing, is only required to utilize whatever insurance proceeds are received by it as a result of such damage. In the event the damage to the Premises is of a nature that cannot be repaired, restored, or reconstructed within ninety (90) days of the date of damage, or such longer period as may be mutually agreed by the parties, either party may cancel and terminate this Lease by giving the other party notice in writing of

its intention to cancel this Sublease no later than thirty (30) days after the determination that the repair will require more than ninety (90) days to complete, whereupon the term of this Sublease shall terminate upon such notice being given.

In the event of repair, reconstruction and restoration by Sublessor as provided in this paragraph, the rental payable under this Sublease shall be reduced in proportion to the square footage unusable by Sublessee during the period of such repair, reconstruction, or restoration, unless the damage or destruction was caused by the negligent act or omission of Sublessee or Sublessee's agents, employees or invitees, in which event the provisions of this sentence shall not apply.

Sublessee shall not be released from any of its obligations under this Sublease except to the extent and under the conditions expressly stated in this paragraph. Notwithstanding anything to the contrary contained in this paragraph, if Sublessor is delayed or prevented from repairing or restoring the Premises for a period equal to or greater than ninety (90) days after the occurrence of the damage or destruction by reason of an event of force majeure, such as an act of God, war, pandemic, governmental restrictions, strike, inability to procure the necessary labor or materials, or other cause beyond the control of Sublessor, the time for repair, restoration or reconstruction shall be extended for a period equal to any such event of force majeure.

Notwithstanding anything to the contrary in this paragraph, Sublessor shall have no obligation whatsoever to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Article occurs during the last three (3) months of the term of this Sublease.

Upon any termination of this Sublease under any of the provisions of this paragraph, the parties shall be released without further obligation to the other under this Sublease as of the termination date, provided Sublessee shall remain liable to Sublessor for items that have accrued as of the termination date and are then unpaid.

14. **DEFAULT/REMEDIES OF SUBLESSOR FOR BREACH BY SUBLESSEE:** If Sublessee shall allow the rent or any additional rent to be in arrears by more than thirty (30) days, or shall remain in default under any other condition of this Sublease for a period of thirty (30) days after written notice to Sublessee, Sublessor may, at its option, proceed to have Sublessee evicted by judicial process. Thereafter Sublessor shall make all reasonable efforts to re-let the Premises or any part thereof, for all or any part of the remainder of Term, to a party satisfactory to Sublessor, and at such monthly rental as Sublessor may with reasonable diligence be able to secure. If in the event of termination of this Sublease due to Sublessee's default, Sublessor should be unable to re-let after reasonable efforts to do so, or should such monthly rental be less than the rental Sublessee was obligated to pay under this Sublease, or any renewal thereof, then Sublessee shall pay the amount of any such deficiency to Sublessor. No termination of this lease shall deprive Sublessor of any of its remedies or

action against Sublessee and Sublessee shall remain liable for past or future rent.

15. **GOVERNING LAW:** This agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Lorain County, Ohio. This Agreement takes effect upon its acceptance and execution by Sublessor and Sublessee; and shall be interpreted and construed under the laws of Ohio, which laws shall prevail in the event of any conflict of law. The parties agree that any action sought to be brought by either party in any court shall be brought within the Common Pleas Court for Lorain County, Ohio and do hereby waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. No right or remedy conferred upon or reserved to Sublessor or Sublessee by this Agreement is intended to be, nor shall be deemed, exclusive or any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative or every other right or remedy.
16. **CONTRACTUAL INTERPRETATION:** Each Paragraph, part, term and/or provision of this Agreement shall be considered severable, and if, for any reason, any Paragraph, part, term and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not part of this Agreement. Anything to the contrary herein notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Sublessor or Sublessee and such of their respective successors and assigns as may be contemplated by this Agreement any rights or remedies under or by reason of this Agreement. Sublessee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is contained within the terms of any provision hereof, as though it were separately stated in and made a part of this Agreement that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Sublessor is a party, or from reducing the copy of any promise or covenant to the extent required to comply with such a court order.
17. **NON-WAIVER OF RIGHTS:** No failure of Sublessor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Sublessee with any obligation or condition hereunder, and no custom or directive of the parties in variance with the terms hereof, shall constitute a waiver of Sublessor's right to demand exact compliance with the terms hereof. Waiver by Sublessor of any particular default by Sublessee shall not be binding unless in writing and executed by the party sought to be charged and shall not affect or impair Sublessor's right with respect to any subsequent default of the same or of a different nature; nor shall any delay, waiver, forbearance, or omission of Sublessor to exercise any power or rights arising out of any breach or default by Sublessee of any of the terms, provisions, or

covenants hereof, affect or impair Sublessor's rights nor shall such constitute a waiver by Sublessor of any right hereunder or the right to declare any subsequent breach or default. Subsequent acceptance by Sublessor of any payment(s) due to it hereunder shall not be deemed to be a waiver by Sublessor of any preceding breach by Sublessee of any terms, covenants, or conditions of this Agreement.

18. ASSIGNMENT, SUBLEASE OR LICENSE: Sublessee shall not assign or sublease the Premises, or any right or privilege connection therewith, or allow any other person except agents and employees of Sublessee to occupy the Premises or any part thereof without first obtaining the written consent of Sublessor. Consent by Sublessor shall not be consent to a subsequent assignment, sublease, or occupation by other persons. An unauthorized assignment, sublease, or license to occupy by Sublessee shall be void and Sublessor may terminate lease in such event at Sublessor's sole option. The provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their legal representatives, successors, and assigns. The terms, conditions and provisions of this Agreement and sublease shall inure to and be binding upon Sublessor and Sublessee and their respective directors, officers, successors, and assigns.
19. NO MODIFICATIONS: This AGREEMENT is integrated and expresses the complete and entire agreement between the parties and no promise, representation, warranty, covenant, agreement or other undertaking not specifically contained herein shall be binding upon or inure to the benefit of either party hereto; It contains all of the parties' understandings and shall not be altered, changed or otherwise modified except by a written document executed by all parties hereto. It is distinctly understood between the parties hereto that all agreements and understanding of any character heretofore and between them are embodied in this instrument, and no changes shall be made herein unless the same shall be in writing and duly signed by the parties hereto in the same manner and form as this lease has been executed; This Agreement, any Exhibit attached hereto, and the documents referred to herein, shall be construed together and constitute the entire; full and complete agreement between Sublessor and Sublessee concerning the subject matter hereof, and supersede all prior agreements. No other representation has induced Sublessee to execute this Agreement, and there are no representation, inducements, promises, or agreement, oral or otherwise, between the parties not embodied herein, which are of any force or effect with reference to this Agreement or otherwise. No amendment, change, or variance from this Agreement shall be binding on either party unless executed in writing by both parties.
20. Any notice, statement, or communication required or permitted to be given hereunder shall be considered as having been given if personally delivered or if mailed by overnight courier (UPS, Fed Ex), to the respective addresses of the parties specified in the agreement to the following addresses:

IF TO SUBLESSOR:

IF TO SUBLESSEE: Jatt Riverside, LLC

Attn: _____

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

Executed this _____ day of _____, 2023.

Lorain Port Authority

Jatt Riverside, LLC

Printed Name: Tom Brown

Printed Name: _____

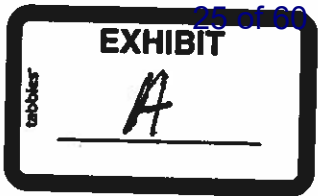
Title: Executive Director

Title: _____

STATE OF OHIO)
) SS:
LORAIN COUNTY)

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

In witness whereof, I hereunto set my hand and seal this _____ day of _____, 2023.



AGREEMENT

CITY OF LORAIN AND LORAIN PORT AUTHORITY

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

WITNESSETH:

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

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

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

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

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

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

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

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

WITNESS:

LORAIN PORT AUTHORITY

BY: _____
Chairman

BY: _____
Executive Director

CITY OF LORAIN, OHIO

BY: _____
MAYOR

BY: _____
DIRECTOR OF PUBLIC SERVICE

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

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

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

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

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

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

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

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

PASSED: *1 April*, 1991

ATTEST: *Debra K. Dinkels* CLERK

APPROVED: *2 April*, 1991

[Signature]
PRESIDENT OF COUNCIL
[Signature]
MAYOR

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

AGREEMENT

CITY OF LORAIN AND LORAIN PORT AUTHORITY

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

WITNESSETH:

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

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

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

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

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

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

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

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

WITNESS:

LORAIN PORT AUTHORITY

BY: _____
Chairman

BY: _____
Executive Director

CITY OF LORAIN, OHIO

BY: _____
MAYOR

BY: _____
DIRECTOR OF PUBLIC SERVICE

ORDINANCE NO.

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

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

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

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

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

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

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

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

PASSE

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ATTES

CIZ,

APPROVED

PRI T OF

@iTAYbR

EXHIBIT A

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

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

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

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

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

AGREEMENT

CITY OF LORAIN AND LORAIN PORT AUTHORITY

,This Agreement made this

- day of

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

WITNESSETH:

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

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

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

-1

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

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

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

reement

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

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

WITNESS:

LORAIN PORT AUTHORITY

BY:-
chairman

BY:
Executive Director

CITY OF LORAIN, OHIO
BY:
MAYOR

BY:
DIRECTOR OF PUBLIC SERVICE

Lease area



All Electricity Plans

PLAN FILTERS

Company Award

- Gold
- Silver
- Bronze
- All

Term Length

- 36 Months and up
- 24 to 35 Months
- 12 to 23 Months
- 2 to 12 Months
- No Contract

Plan Type

- Fixed Rate

COMPANY	PLAN NAME	PRICE	TERM	MRC	TYPE
 Direct Energy	Live Brighter 12	6.79¢ per kwh	12	\$0	Fixed Rate Non-Renewable
 Santanna Energy Services	Premier Pick 12	6.89¢ per kwh	12	\$0	Fixed Rate Non-Renewable
 XOOM energy	SureLock 12	7.09¢ per kwh	12	\$0	Fixed Rate Non-Renewable
 XOOM energy	SimpleClean 12	7.19¢ per kwh	12	\$0	Fixed Rate Non-Renewable
 APG & E	TrueSimple 12	7.37¢ per kwh	12	\$1.99	Fixed Rate Non-Renewable
 XOOM energy	RescueLock 12	7.49¢ per kwh	12	\$0	Fixed Rate Non-Renewable

Check Availability
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[More Info](#)

Check Availability
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Check Availability
[More Info](#)

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Check Availability
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Early Termination Fee

\$ 0

\$ 100

\$ 100

\$ 100

\$ 150

\$ 100

Compare Either Electricity or Natural Gas

Electricity Plans >

Natural Gas Plans >

All Natural Gas Plans

PLAN FILTERS	COMPANY	PLAN NAME	PRICE	TERM	MRC	TYPE		Early Termination Fee
Company Award <input checked="" type="checkbox"/> Gold <input checked="" type="checkbox"/> Silver <input checked="" type="checkbox"/> Bronze <input checked="" type="checkbox"/> All Term Length <input checked="" type="checkbox"/> 36 Months and up <input checked="" type="checkbox"/> 24 to 35 Months <input checked="" type="checkbox"/> 12 to 23 Months <input checked="" type="checkbox"/> 2 to 12 Months <input checked="" type="checkbox"/> No Contract		Premier Pick 12	\$0.529 per ccf	12	\$0	Fixed Rate Non-Renewable	Check Availability More Info	\$100
		SureLock 12	\$0.559 per ccf	12	\$0	Fixed Rate Non-Renewable	Check Availability More Info	\$100
		RescueLock 12	\$0.599 per ccf	12	\$0	Fixed Rate Non-Renewable	Check Availability More Info	\$100
		Secure Choice 12	\$0.699 per ccf	12	\$0	Fixed Rate Non-Renewable	Check Availability More Info	\$0
		Annual Clean Energy Plan	\$0.830 per ccf	12	\$0	Fixed Rate Renewable	Check Availability More Info	\$0

LORAIN PORT AUTHORITY, LORAIN COUNTY

Fund Summary

February 2023

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	\$816,979.85	\$2,749.00	\$21,840.76	\$50,883.90	\$107,693.41	\$768,844.95	\$450,429.89	\$318,415.06
2051	USEPA Brownfield Assessment Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2061	Marine Patrol Program	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2901	Inclusive Project Planning	\$16,679.50	\$0.00	\$0.00	\$0.00	\$5,779.50	\$16,679.50	\$5,779.50	\$10,900.00
4201	Grant Construction KIFBL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4202	Port & Parks Bike Trail Station	\$42,193.22	\$859.19	\$859.19	\$0.00	\$0.00	\$43,052.41	\$103,091.74	(\$60,039.33)
4901	BRL Stage Capital Projects	\$995,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$995,000.00	\$354,975.00	\$640,025.00
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	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00
Report Total:		\$1,873,352.57	\$3,608.19	\$22,699.95	\$50,883.90	\$113,472.91	\$1,826,076.86	\$914,276.13	\$911,800.73

Last reconciled to bank: 01/31/2023 – Total other adjusting factors: \$200.00

Revenue Summary

February 2023

	Final Budget	Month To Date Revenue	Year To Date Revenue	Budget Variance Favorable (Unfavorable)	YTD % Received
<u>1000 General</u>					
Property and Other Local Taxes	\$844,245.00	\$0.00	\$0.00	(\$844,245.00)	0.000%
Intergovernmental	\$36,200.00	\$1,299.00	\$19,389.76	(\$16,810.24)	53.563%
Charges for Services	\$116,000.00	\$1,450.00	\$2,451.00	(\$113,549.00)	2.113%
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total 1000 General	\$996,445.00	\$2,749.00	\$21,840.76	(\$974,604.24)	
<u>2051 USEPA Brownfield Assessment Grant</u>					
Intergovernmental	\$500,000.00	\$0.00	\$0.00	(\$500,000.00)	0.000%
Total 2051 USEPA Brownfield Assessment Grant	\$500,000.00	\$0.00	\$0.00	(\$500,000.00)	
<u>2901 Inclusive Project Planning</u>					
Miscellaneous	\$20,900.00	\$0.00	\$0.00	(\$20,900.00)	0.000%
Total 2901 Inclusive Project Planning	\$20,900.00	\$0.00	\$0.00	(\$20,900.00)	
<u>4202 Port & Parks Bike Trail Station</u>					
Intergovernmental	\$60,898.52	\$859.19	\$859.19	(\$60,039.33)	1.411%
Total 4202 Port & Parks Bike Trail Station	\$60,898.52	\$859.19	\$859.19	(\$60,039.33)	
<u>4901 BRL Stage Capital Projects</u>					
Other Financing Sources					
Transfers - In	\$1,260.50	\$0.00	\$0.00	(\$1,260.50)	0.000%
Total Other Financing Sources	\$1,260.50	\$0.00	\$0.00	(\$1,260.50)	
Total 4901 BRL Stage Capital Projects	\$1,260.50	\$0.00	\$0.00	(\$1,260.50)	
Report Total:	\$1,579,504.02	\$3,608.19	\$22,699.95	(\$1,556,804.07)	

Revenue Status

By Fund
As Of 2/28/2023

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-110-0000	General Property Tax - Real Estate	\$844,245.00	\$0.00	\$844,245.00	0.000%
1000-490-0500	Other - Intergovernmental{ODNR Submerged Land Lease}	\$36,200.00	\$18,090.76	\$18,109.24	49.974%
1000-490-0800	Other - Intergovernmental{Miscellaneous}	\$0.00	\$1,299.00	-\$1,299.00	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}	\$54,500.00	\$0.00	\$54,500.00	0.000%
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	\$2,450.00	\$22,550.00	9.800%
1000-590-0800	Other - Charges for Services{Miscellaneous}	\$0.00	\$1.00	-\$1.00	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%
1000-820-0000	Contributions and Donations	\$0.00	\$0.00	\$0.00	0.000%
Fund 1000 Sub-Total:		\$996,445.00	\$21,840.76	\$974,604.24	2.192%

Fund: 2051 USEPA Brownfield Assessment Grant

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2051-411-0000	Federal - Restricted	\$500,000.00	\$0.00	\$500,000.00	0.000%
Fund 2051 Sub-Total:		\$500,000.00	\$0.00	\$500,000.00	0.000%

Fund: 2901 Inclusive Project Planning

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2901-841-6600	Capital Contributions{JobsOhio}	\$20,900.00	\$0.00	\$20,900.00	0.000%
Fund 2901 Sub-Total:		\$20,900.00	\$0.00	\$20,900.00	0.000%

Revenue Status

By Fund
 As Of 2/28/2023

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}	\$40,771.73	\$859.19	\$39,912.54	2.107%
4202-490-6400	Other - Intergovernmental{Metro Parks}	\$20,126.79	\$0.00	\$20,126.79	0.000%
Fund 4202 Sub-Total:		\$60,898.52	\$859.19	\$60,039.33	1.411%

Fund: 4901 BRL Stage Capital Projects

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4901-931-4300	Transfers - In{Stage Project}	\$1,260.50	\$0.00	\$1,260.50	0.000%
Fund 4901 Sub-Total:		\$1,260.50	\$0.00	\$1,260.50	0.000%
Report Total:		\$1,579,504.02	\$22,699.95	\$1,556,804.07	1.437%

LORAIN PORT AUTHORITY, LORAIN COUNTY
 Appropriation Summary
 February 2023

	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
1000 - General								
Leisure Time Activities								
Recreation								
Contractual Services	\$0.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$14.00	\$14,986.00	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	\$14.00	\$29,986.00	
Total Leisure Time Activities	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$14.00	\$29,986.00	
Basic Utility Services								
Billing - Electric								
Contractual Services	\$3,625.00	\$40,000.00	\$43,625.00	\$3,139.05	\$7,061.32	\$36,563.68	\$0.00	16.186%
Total Billing - Electric	\$3,625.00	\$40,000.00	\$43,625.00	\$3,139.05	\$7,061.32	\$36,563.68	\$0.00	
Billing - Gas								
Contractual Services	\$750.00	\$6,500.00	\$7,250.00	\$77.09	\$1,371.77	\$4,628.23	\$1,250.00	18.921%
Total Billing - Gas	\$750.00	\$6,500.00	\$7,250.00	\$77.09	\$1,371.77	\$4,628.23	\$1,250.00	
Billing - Water								
Contractual Services	\$1,610.74	\$12,000.00	\$13,610.74	\$1,324.75	\$1,771.23	\$11,839.51	\$0.00	13.013%
Total Billing - Water	\$1,610.74	\$12,000.00	\$13,610.74	\$1,324.75	\$1,771.23	\$11,839.51	\$0.00	
Total Basic Utility Services	\$5,985.74	\$58,500.00	\$64,485.74	\$4,540.89	\$10,204.32	\$53,031.42	\$1,250.00	
General Government								
Boards and Commissions								
Personal Services	\$8,963.78	\$344,000.00	\$352,963.78	\$26,374.36	\$53,140.10	\$6,663.48	\$293,160.20	15.055%
Employee Fringe Benefits	\$7,597.50	\$162,368.00	\$169,965.50	\$13,069.43	\$24,474.93	\$92,660.01	\$52,830.56	14.400%
Contractual Services	\$3,299.57	\$262,223.00	\$265,522.57	\$4,891.46	\$11,767.20	\$154,785.48	\$98,969.89	4.432%
Supplies and Materials	\$11,225.36	\$196,500.00	\$207,725.36	\$2,007.76	\$6,134.86	\$130,312.50	\$71,278.00	2.953%
Total Boards and Commissions	\$31,086.21	\$965,091.00	\$996,177.21	\$46,343.01	\$95,517.09	\$384,421.47	\$516,238.65	
Total General Government	\$31,086.21	\$965,091.00	\$996,177.21	\$46,343.01	\$95,517.09	\$384,421.47	\$516,238.65	
Capital Outlay								
Capital Outlay	\$0.00	\$53,500.00	\$53,500.00	\$0.00	\$1,972.00	\$12,963.00	\$38,565.00	3.686%
Total Capital Outlay	\$0.00	\$53,500.00	\$53,500.00	\$0.00	\$1,972.00	\$12,963.00	\$38,565.00	
Total Capital Outlay	\$0.00	\$53,500.00	\$53,500.00	\$0.00	\$1,972.00	\$12,963.00	\$38,565.00	
Total 1000 - General	\$37,071.95	\$1,107,091.00	\$1,144,162.95	\$50,883.90	\$107,693.41	\$450,429.89	\$586,039.65	

Report reflects selected information.

LORAIN PORT AUTHORITY, LORAIN COUNTY
Appropriation Summary
 February 2023

	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
2051 - USEPA Brownfield Assessment Grant								
General Government								
Boards and Commissions								
Employee Fringe Benefits	\$0.00	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	0.000%
Contractual Services	\$0.00	\$493,000.00	\$493,000.00	\$0.00	\$0.00	\$0.00	\$493,000.00	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	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00	
Total General Government	\$0.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00	
Total 2051 - USEPA Brownfield Assessment Grant	\$0.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00	
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	
2901 - Inclusive Project Planning								
Community Environment								
Community Planning and Zoning								
Contractual Services	\$11,559.00	\$0.00	\$11,559.00	\$0.00	\$5,779.50	\$5,779.50	\$0.00	50.000%
Total Community Planning and Zoning	\$11,559.00	\$0.00	\$11,559.00	\$0.00	\$5,779.50	\$5,779.50	\$0.00	
Total Community Environment	\$11,559.00	\$0.00	\$11,559.00	\$0.00	\$5,779.50	\$5,779.50	\$0.00	
Total 2901 - Inclusive Project Planning	\$11,559.00	\$0.00	\$11,559.00	\$0.00	\$5,779.50	\$5,779.50	\$0.00	
4202 - Port & Parks Bike Trail Station								
Capital Outlay								
Capital Outlay	\$0.00	\$103,091.74	\$103,091.74	\$0.00	\$0.00	\$103,091.74	\$0.00	0.000%

LORAIN PORT AUTHORITY, LORAIN COUNTY
Appropriation Summary
 February 2023

	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
Total Capital Outlay	\$0.00	\$103,091.74	\$103,091.74	\$0.00	\$0.00	\$103,091.74	\$0.00	
Total Capital Outlay	\$0.00	\$103,091.74	\$103,091.74	\$0.00	\$0.00	\$103,091.74	\$0.00	
Total 4202 - Port & Parks Bike Trail Station	\$0.00	\$103,091.74	\$103,091.74	\$0.00	\$0.00	\$103,091.74	\$0.00	
4901 - BRL Stage Capital Projects								
Capital Outlay								
Capital Outlay								
Contractual Services	\$0.00	\$600,000.00	\$600,000.00	\$0.00	\$0.00	\$354,975.00	\$245,025.00	0.000%
Capital Outlay	\$0.00	\$396,260.50	\$396,260.50	\$0.00	\$0.00	\$0.00	\$396,260.50	0.000%
Total Capital Outlay	\$0.00	\$996,260.50	\$996,260.50	\$0.00	\$0.00	\$354,975.00	\$641,285.50	
Total Capital Outlay	\$0.00	\$996,260.50	\$996,260.50	\$0.00	\$0.00	\$354,975.00	\$641,285.50	
Total 4901 - BRL Stage Capital Projects	\$0.00	\$996,260.50	\$996,260.50	\$0.00	\$0.00	\$354,975.00	\$641,285.50	
Report Totals:	<u>\$48,630.95</u>	<u>\$2,706,443.24</u>	<u>\$2,755,074.19</u>	<u>\$50,883.90</u>	<u>\$113,472.91</u>	<u>\$914,276.13</u>	<u>\$1,727,325.15</u>	

LORAIN PORT AUTHORITY, LORAIN COUNTY
 Appropriation Status
 By Fund
 As Of 2/28/2023

Fund: General
 Pooled Balance: \$768,844.95
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$768,844.95

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	\$14.00	\$0.00	\$14,986.00	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	\$3,625.00	\$0.00	\$40,000.00	\$36,563.68	\$7,061.32	\$0.00	16.186%
1000-522-313-0000	Natural Gas	\$750.00	\$0.00	\$6,500.00	\$4,628.23	\$1,371.77	\$1,250.00	18.921%
1000-532-312-0000	Water and Sewage	\$1,610.74	\$0.00	\$12,000.00	\$11,839.51	\$1,771.23	\$0.00	13.013%
1000-735-132-0000	D Salaries - Administrator's Staff	\$8,963.78	\$0.00	\$344,000.00	\$6,663.48	\$53,140.10	\$293,160.20	15.055%
1000-735-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$48,160.00	\$0.00	\$6,823.38	\$41,336.62	14.168%
1000-735-213-0000	D Medicare	\$0.00	\$0.00	\$4,988.00	\$0.00	\$871.68	\$4,116.32	17.476%
1000-735-221-0000	Medical/Hospitalization	\$7,564.50	\$0.00	\$90,776.00	\$83,209.50	\$15,129.00	\$2.00	15.384%
1000-735-222-0000	Life Insurance	\$33.00	\$0.00	\$444.00	\$359.00	\$70.00	\$48.00	14.675%
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	\$5,000.00	\$4,076.73	\$923.27	\$0.00	18.465%
1000-735-252-0000	Travel and Transportation	\$0.00	\$0.00	\$12,000.00	\$5,014.78	\$657.60	\$6,327.62	5.480%
1000-735-321-0000	Telephone	\$514.47	\$0.00	\$12,000.00	\$11,075.85	\$1,438.62	\$0.00	11.496%
1000-735-329-0000	Other-Communications, Printing & Advertising	\$285.10	\$0.00	\$25,000.00	\$860.64	\$1,634.61	\$22,789.85	6.465%
1000-735-329-8000	Other-Communications, Printing & Advertising{Other Promotio}	\$0.00	\$0.00	\$4,000.00	\$0.00	\$0.00	\$4,000.00	0.000%
1000-735-329-8800	Other-Communications, Printing & Advertising{Fireworks}	\$0.00	\$0.00	\$25,075.00	\$0.00	\$0.00	\$25,075.00	0.000%
1000-735-330-0000	Rents and Leases	\$0.00	\$0.00	\$5,000.00	\$4,047.67	\$367.97	\$584.36	7.359%
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	\$2,500.00	\$0.00	\$3,000.00	\$2,400.00	\$100.00	\$3,000.00	1.818%
1000-735-343-0000	Uniform Accounting Network Fees	\$0.00	\$0.00	\$3,800.00	\$3,048.00	\$0.00	\$752.00	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	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.000%
1000-735-347-0000	Planning Consultants	\$0.00	\$0.00	\$15,000.00	\$5,000.00	\$0.00	\$10,000.00	0.000%
1000-735-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$20,000.00	\$15,000.00	\$3,000.00	\$2,000.00	15.000%

LORAIN PORT AUTHORITY, LORAIN COUNTY
Appropriation Status
 By Fund
 As Of 2/28/2023

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	\$57,500.00	\$57,500.00	\$0.00	\$0.00	0.000%
1000-735-391-0000	Dues and Fees	\$0.00	\$0.00	\$14,000.00	\$4,850.00	\$5,226.00	\$3,924.00	37.329%
1000-735-410-0000	Office Supplies and Materials	\$0.00	\$0.00	\$5,000.00	\$1,899.90	\$63.18	\$3,036.92	1.264%
1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$11,225.36	\$0.00	\$190,000.00	\$127,721.42	\$5,962.86	\$67,541.08	2.963%
1000-735-431-5300	Repairs and Maintenance of Buildings and Land{GOOSE DOG}	\$0.00	\$0.00	\$1,500.00	\$691.18	\$108.82	\$700.00	7.255%
1000-800-540-0000	Machinery, Equipment and Furniture	\$0.00	\$0.00	\$3,500.00	\$0.00	\$0.00	\$3,500.00	0.000%
1000-800-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$50,000.00	\$12,963.00	\$1,972.00	\$35,065.00	3.944%
General Fund Total:		\$37,071.95	\$0.00	\$1,107,091.00	\$450,429.89	\$107,693.41	\$586,039.65	9.412%

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	\$6,500.00	\$0.00	\$0.00	\$6,500.00	0.000%
2051-735-300-0000	Contractual Services	\$0.00	\$0.00	\$493,000.00	\$0.00	\$0.00	\$493,000.00	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	\$500,000.00	\$0.00	\$0.00	\$500,000.00	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%
2061-110-211-0000	D Ohio Public Employees Retirement System	\$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 2/28/2023

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
2061-110-213-0000	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: \$16,679.50
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$16,679.50

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}	\$11,559.00	\$0.00	\$0.00	\$5,779.50	\$5,779.50	\$0.00	50.000%
Inclusive Project Planning Fund Total:		\$11,559.00	\$0.00	\$0.00	\$5,779.50	\$5,779.50	\$0.00	50.000%

Fund: Port & Parks Bike Trail Station

Pooled Balance: \$43,052.41
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$43,052.41

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 BikeTrail Station}	\$0.00	\$0.00	\$103,091.74	\$103,091.74	\$0.00	\$0.00	0.000%
Port & Parks Bike Trail Station Fund Total:		\$0.00	\$0.00	\$103,091.74	\$103,091.74	\$0.00	\$0.00	0.000%

Fund: BRL Stage Capital Projects

Pooled Balance: \$995,000.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$995,000.00

LORAIN PORT AUTHORITY, LORAIN COUNTY
Appropriation Status
 By Fund
 As Of 2/28/2023

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	\$400,000.00	\$354,975.00	\$0.00	\$45,025.00	0.000%
4901-800-347-4302	Planning Consultants{Stage Fundraiser}	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.000%
4901-800-349-4303	Other - Professional and Technical Services{Stage Construct}	\$0.00	\$0.00	\$100,000.00	\$0.00	\$0.00	\$100,000.00	0.000%
4901-800-590-4300	Other - Capital Outlay{Stage Project}	\$0.00	\$0.00	\$396,260.50	\$0.00	\$0.00	\$396,260.50	0.000%
	BRL Stage Capital Projects Fund Total:	\$0.00	\$0.00	\$996,260.50	\$354,975.00	\$0.00	\$641,285.50	0.000%
	Report Total:	\$48,630.95	\$0.00	\$2,706,443.24	\$914,276.13	\$113,472.91	\$1,727,325.15	4.119%

Bank Reconciliation

Reconciled Date 2/28/2023

Posted 3/8/2023 2:48:11 PM

Prior UAN Balance:		\$1,873,352.57
Receipts:	+	\$3,608.19
Payments:	-	\$50,883.90
Adjustments:	+	\$0.00
Current UAN Balance as of 02/28/2023:		\$1,826,076.86
Other Adjusting Factors:	+	\$0.00
Adjusted UAN Balance as of 02/28/2023:		\$1,826,076.86
Entered Bank Balances as of 02/28/2023:		\$1,825,953.95
Deposits in Transit:	+	\$0.00
Outstanding Payments:	-	\$77.09
Outstanding Adjustments:	+	\$0.00
Other Adjusting Factors:	+	\$200.00
Adjusted Bank Balances as of 02/28/2023:		\$1,826,076.86

Balances Reconciled

Reconciliation Notes

Deflating Bank Errors: \$200.00
 Petty Cash

Governing Board Signatures

There are no outstanding receipts as of 02/28/2023.

There are no outstanding adjustments as of 02/28/2023.

LORAIN PORT AUTHORITY, LORAIN COUNTY

3/8/2023 2:54:25 PM

Bank Balances

UAN v2023.1

Reconciled Date 2/28/2023

Posted 3/8/2023 2:48:11 PM

Type	Name	Number	Prior Bank Balance	Calculated Bank Balance	Entered Bank Balance	Difference
Primary	PRIMARY		\$1,876,760.29	\$1,825,953.95	\$1,825,953.95	\$0.00
		Total:	<u>\$1,876,760.29</u>	<u>\$1,825,953.95</u>	<u>\$1,825,953.95</u>	<u>\$0.00</u>

LORAIN PORT AUTHORITY, LORAIN COUNTY

3/8/2023 2:54:25 PM

Outstanding Payments

UAN v2023.1

Reconciled Date 2/28/2023

Posted 3/8/2023 2:48:11 PM

<u>Account</u>	<u>Type</u>	<u>Payment #</u>	<u>Post Date</u>	<u>Vendor / Payee</u>	<u>Amount</u>
PRIMARY	Warrant	14900	02/24/2023	COLUMBIA GAS OF OHIO	\$77.09
					<u>\$77.09</u>

LORAIN PORT AUTHORITY, LORAIN COUNTY

3/8/2023 2:54:25 PM

Cleared Payments

UAN v2023.1

Reconciled Date 2/28/2023

Posted 3/8/2023 2:48:11 PM

Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Electronic	20-2023	02/03/2023	US TREASURY	\$2,481.27
PRIMARY	Electronic	21-2023	02/03/2023	OHIO TREASURER OF STATE	\$554.47
PRIMARY	Electronic	22-2023	02/03/2023	CITY OF LORAIN DEPT. OF TAXATION	\$629.46
PRIMARY	Electronic	23-2023	02/03/2023	OHIO PUBLIC EMPLOYEES DEFERRED	\$825.00
PRIMARY	Electronic	24-2023	02/09/2023	MICHAEL E. BROSKY	\$897.20
PRIMARY	Electronic	26-2023	02/10/2023	THOMAS E BROWN	\$2,765.33
PRIMARY	Electronic	27-2023	02/10/2023	KELSEY LEAH LEYVA	\$1,208.50
PRIMARY	Electronic	28-2023	02/10/2023	TIFFANY A MCCLELLAND	\$2,407.51
PRIMARY	Electronic	29-2023	02/10/2023	IDA YVONNE SMITH	\$1,791.58
PRIMARY	Electronic	31-2023	02/10/2023	OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$6,037.68
PRIMARY	Electronic	32-2023	02/10/2023	OHIO PUBLIC EMPLOYEES DEFERRED	\$825.00
PRIMARY	Electronic	33-2023	02/24/2023	THOMAS E BROWN	\$2,765.33
PRIMARY	Electronic	34-2023	02/24/2023	KELSEY LEAH LEYVA	\$1,208.50
PRIMARY	Electronic	35-2023	02/24/2023	TIFFANY A MCCLELLAND	\$2,407.51
PRIMARY	Electronic	36-2023	02/24/2023	IDA YVONNE SMITH	\$1,791.58
PRIMARY	Electronic	38-2023	02/24/2023	OHIO PUBLIC EMPLOYEES DEFERRED	\$825.00
PRIMARY	Warrant	14878	01/25/2023	MURRAY RIDGE PRODUCTION CENTER	\$200.00
PRIMARY	Warrant	14881	01/30/2023	COLUMBIA GAS OF OHIO	\$1,207.77
PRIMARY	Warrant	14882	01/30/2023	FLIGNER'S SUPERMARKET & CATERING	\$27.95
PRIMARY	Warrant	14883	01/30/2023	MURRAY RIDGE PRODUCTION CENTER	\$200.00
PRIMARY	Warrant	14884	01/30/2023	PREMIER POLYSTEEL	\$1,972.00
PRIMARY	Warrant	14885	02/03/2023	LORAIN COUNTY TREASURER	\$840.50
PRIMARY	Warrant	14886	02/03/2023	LORAIN COUNTY TREASURER	\$7,564.50
PRIMARY	Warrant	14887	02/03/2023	LORAIN COUNTY TREASURER	\$33.00
PRIMARY	Warrant	14888	02/03/2023	Born's Lawn Care, LLC	\$1,578.75
PRIMARY	Warrant	14889	02/08/2023	GREAT LAKES MARITIME TASK FORCE	\$750.00
PRIMARY	Warrant	14890	02/08/2023	LORAIN COUNTY TREASURER	\$4.00
PRIMARY	Warrant	14891	02/08/2023	The News-Herald	\$48.20
PRIMARY	Warrant	14892	02/09/2023	SPECTRUM CATERING & FOOD SERVICES LLC	\$570.00
PRIMARY	Warrant	14893	02/10/2023	Lorain County Sheriff	\$27.00

Cleared Payments

Reconciled Date 2/28/2023

Posted 3/8/2023 2:48:11 PM

Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Warrant	14894	02/16/2023	Chris Haynes	\$1,500.00
PRIMARY	Warrant	14895	02/16/2023	CITY OF LORAIN UTILITIES DEPT.	\$1,324.75
PRIMARY	Warrant	14896	02/16/2023	FLIGNER'S SUPERMARKET & CATERING	\$43.95
PRIMARY	Warrant	14897	02/16/2023	Lumen	\$719.31
PRIMARY	Warrant	14898	02/16/2023	OHIO EDISON	\$2,686.24
PRIMARY	Warrant	14899	02/16/2023	US BANK ONE CARD	\$2,047.61
PRIMARY	Warrant	14901	02/24/2023	IDA YVONNE SMITH	\$923.27
PRIMARY	Warrant	14902	02/24/2023	JAN-PRO CLEANING SYSTEMS	\$272.00
PRIMARY	Warrant	14903	02/24/2023	OHIO EDISON	\$452.81
					\$54,414.53

LORAIN PORT AUTHORITY, LORAIN COUNTY

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Cleared Receipts

UAN v2023.1

Reconciled Date 2/28/2023

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Account	Type	Ticket #	Receipt #	Post Date	Source	Amount
PRIMARY	Standard		4-2023	02/06/2023	CITY OF LORAIN AUDITORS OFFICE	\$1,299.00
PRIMARY	Standard		5-2023	02/07/2023	OHIO DEPARTMENT OF NATURAL RESOURCES	\$859.19
PRIMARY	Standard		6-2023	02/08/2023	Horizon Science Academy of Lorain, Inc.	\$350.00
PRIMARY	Standard		7-2023	02/13/2023	Lorain County Joint Vocational School	\$1,000.00
PRIMARY	Standard		8-2023	02/21/2023	Johnna Dimacchia	\$100.00
						<u>\$3,608.19</u>

Payment Listing

February 2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
20-2023	02/03/2023	02/03/2023	EW	US TREASURY	\$2,481.27	C
21-2023	02/03/2023	02/03/2023	EW	OHIO TREASURER OF STATE	\$554.47	C
22-2023	02/03/2023	02/03/2023	EW	CITY OF LORAIN DEPT. OF TAXATION	\$629.46	C
23-2023	02/03/2023	02/03/2023	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$825.00	C
24-2023	02/09/2023	02/06/2023	EP	MICHAEL E. BROSKY	\$897.20	C
26-2023	02/10/2023	02/06/2023	EP	THOMAS E BROWN	\$2,765.33	C
27-2023	02/10/2023	02/06/2023	EP	KELSEY LEAH LEYVA	\$1,208.50	C
28-2023	02/10/2023	02/06/2023	EP	TIFFANY A MCCLELLAND	\$2,407.51	C
29-2023	02/10/2023	02/06/2023	EP	IDA YVONNE SMITH	\$1,791.58	C
31-2023	02/10/2023	02/07/2023	EW	OHIO PUBLIC EMPLOYEES RETIREMENT S	\$6,037.68	C
32-2023	02/10/2023	02/07/2023	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$825.00	C
33-2023	02/24/2023	02/21/2023	EP	THOMAS E BROWN	\$2,765.33	C
34-2023	02/24/2023	02/21/2023	EP	KELSEY LEAH LEYVA	\$1,208.50	C
35-2023	02/24/2023	02/21/2023	EP	TIFFANY A MCCLELLAND	\$2,407.51	C
36-2023	02/24/2023	02/21/2023	EP	IDA YVONNE SMITH	\$1,791.58	C
38-2023	02/24/2023	02/21/2023	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$825.00	C
14885	02/03/2023	02/03/2023	WH	LORAIN COUNTY TREASURER	\$840.50	C
14886	02/03/2023	02/03/2023	AW	LORAIN COUNTY TREASURER	\$7,564.50	C
14887	02/03/2023	02/03/2023	AW	LORAIN COUNTY TREASURER	\$33.00	C
14888	02/03/2023	02/03/2023	AW	Born's Lawn Care, LLC	\$1,578.75	C
14889	02/08/2023	02/08/2023	AW	GREAT LAKES MARITIME TASK FORCE	\$750.00	C
14890	02/08/2023	02/08/2023	AW	LORAIN COUNTY TREASURER	\$4.00	C
14891	02/08/2023	02/08/2023	AW	The News-Herald	\$48.20	C
14892	02/09/2023	02/08/2023	AW	SPECTRUM CATERING & FOOD SERVICES	\$570.00	C
14893	02/10/2023	02/09/2023	AW	Lorain County Sheriff	\$27.00	C
14894	02/16/2023	02/16/2023	AW	Chris Haynes	\$1,500.00	C
14895	02/16/2023	02/16/2023	AW	CITY OF LORAIN UTILITIES DEPT.	\$1,324.75	C
14896	02/16/2023	02/16/2023	AW	FLIGNER'S SUPERMARKET & CATERING	\$43.95	C
14897	02/16/2023	02/16/2023	AW	Lumen	\$719.31	C
14898	02/16/2023	02/16/2023	AW	OHIO EDISON	\$2,686.24	C
14899	02/16/2023	02/16/2023	AW	US BANK ONE CARD	\$2,047.61	C
14900	02/24/2023	02/24/2023	AW	COLUMBIA GAS OF OHIO	\$77.09	O
14901	02/24/2023	02/24/2023	AW	IDA YVONNE SMITH	\$923.27	C
14902	02/24/2023	02/24/2023	AW	JAN-PRO CLEANING SYSTEMS	\$272.00	C
14903	02/24/2023	02/24/2023	AW	OHIO EDISON	\$452.81	C
Total Payments:					\$50,883.90	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$50,883.90	

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, 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

Payment Listing

February 2023

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

LORAIN PORT AUTHORITY, LORAIN COUNTY
Purchase Order Listing
 Year 2023

Purchase Order #	Type	Issue Date	Transaction Date	Expire Date	Vendor	Status	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance
63-2023	PO ThnNw	02/03/2023	02/03/2023		Born's Lawn Care, LLC	C	\$362.50	\$362.50	\$0.00	\$0.00	\$0.00
64-2023	PO Reg	02/03/2023	02/03/2023		Born's Lawn Care, LLC	O	\$507.50	\$0.00	\$0.00	\$0.00	\$507.50
65-2023	PO Reg	02/08/2023	02/08/2023		GREAT LAKES MARITIME TASK FORCE	C	\$750.00	\$750.00	\$0.00	\$0.00	\$0.00
66-2023	PO Reg	02/09/2023	02/09/2023		US BANK ONE CARD	O	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
67-2023	PO Reg	02/09/2023	02/09/2023		Lorain County Sheriff	C	\$27.00	\$27.00	\$0.00	\$0.00	\$0.00
68-2023	PO Reg	02/10/2023	02/10/2023		SHRED RITE LLC	O	\$188.00	\$168.50	\$0.00	\$0.00	\$19.50
69-2023	PO Reg	02/10/2023	02/10/2023		US BANK ONE CARD	C	\$80.00	\$80.00	\$0.00	\$0.00	\$0.00
70-2023	PO Reg	02/13/2023	02/13/2023		US BANK ONE CARD	C	\$299.00	\$299.00	\$0.00	\$0.00	\$0.00
71-2023	PO Reg	02/13/2023	02/13/2023		US BANK ONE CARD	C	\$50.00	\$50.00	\$0.00	\$0.00	\$0.00
72-2023	PO Reg	02/17/2023	02/17/2023		PREMIER POLYSTEEL	O	\$6,306.00	\$0.00	\$0.00	\$0.00	\$6,306.00
73-2023	PO Reg	02/20/2023	02/20/2023		US BANK ONE CARD	O	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
74-2023	PO Reg	02/20/2023	02/20/2023		US BANK ONE CARD	O	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
75-2023	PO Reg	02/20/2023	02/20/2023		US BANK ONE CARD	O	\$99.00	\$0.00	\$0.00	\$0.00	\$99.00
76-2023	PO Reg	02/20/2023	02/20/2023		US BANK ONE CARD	O	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
77-2023	PO Reg	02/21/2023	02/22/2023		LAKE SCREEN PRINTING	O	\$14.00	\$0.00	\$0.00	\$0.00	\$14.00
78-2023	PO Reg	01/01/2023	02/22/2023		LORAIN COUNTY METRO PARKS	O	\$20,126.79	\$0.00	\$0.00	\$0.00	\$20,126.79
79-2023	PO Reg	01/01/2023	02/22/2023		BELSON OUTDOORS	O	\$1,964.95	\$0.00	\$0.00	\$0.00	\$1,964.95
80-2023	PO Reg	01/01/2023	02/22/2023		TERMINAL READY MIX	O	\$81,000.00	\$0.00	\$0.00	\$0.00	\$81,000.00
81-2023	PO Reg	02/22/2023	02/22/2023		Bialosky and Partners, Architects LLC	O	\$354,975.00	\$0.00	\$0.00	\$0.00	\$354,975.00
82-2023	PO Reg	02/22/2023	02/22/2023		AABLE RENTS COMPANY	O	\$840.00	\$0.00	\$0.00	\$0.00	\$840.00
83-2023	PO Reg	02/22/2023	02/22/2023		AABLE RENTS COMPANY	O	\$3,900.00	\$0.00	\$0.00	\$0.00	\$3,900.00
84-2023	PO Reg	02/22/2023	02/22/2023		AABLE RENTS COMPANY	O	\$8,349.00	\$0.00	\$0.00	\$0.00	\$8,349.00

LORAIN PORT AUTHORITY, LORAIN COUNTY
Purchase Order Listing
 Year 2023

Purchase Order #	Type	Issue Date	Transaction Date	Expire Date	Vendor	Status	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance
85-2023	PO Reg	02/22/2023	02/22/2023		AABLE RENTS COMPANY	O	\$5,674.00	\$0.00	\$0.00	\$0.00	\$5,674.00
86-2023	PO Reg	02/24/2023	02/24/2023		US BANK ONE CARD	O	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
87-2023	PO Reg	02/27/2023	02/27/2023		US BANK ONE CARD	O	\$1,795.00	\$0.00	\$0.00	\$0.00	\$1,795.00
88-2023	PO Reg	02/27/2023	02/27/2023		US BANK ONE CARD	O	\$364.78	\$0.00	\$0.00	\$0.00	\$364.78
89-2023	PO Reg	02/27/2023	02/27/2023		US BANK ONE CARD	O	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00
Total for selected purchase orders:							<u>\$489,722.52</u>	<u>\$1,737.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$487,985.52</u>

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