



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

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

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

Tuesday, April 11, 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, April 11, 2023, at 7:00 p.m.
Port Office

AGENDA

- I. Roll Call
- II. Pledge of Allegiance
- III. Disposition of Meeting Minutes
 - A. March 14, 2023, Regular Board Meeting
- IV. Report of Officers
 - A. Chairman
 - 1. Board Elections
 - 2. Correspondence received:
 - B. Executive Director
 - 1. LPD, Port & Oasis Marinas Mile-Long Pier Security Plan
Staff Presenter: Tom Brown, Executive Director
 - 2. Survey authorization with McSteen Surveying
Staff Presenter: Tom Brown, Executive Director
 - 3. Mile Marker 00 Update
Staff Presenter: Tom Brown, Executive Director
 - C. Assistant Director
 - 1. TIF Agreement
Staff Presenters: Tiffany McClelland
 - 2. RFP Update
Staff Presenters: Tiffany McClelland
- V. Report of Committees
 - A. Contract Management Committee
 - B. Strategic Development Plan Committee
 - C. Marketing and Public Affairs Committee
 - 1. Bockin' on the River – Octoberfest Event
Staff Presenter: Tom Brown, Executive Director

2. 4/08/2024 Solar Eclipse Event (Black Out)

Staff Presenter: Tom Brown, Executive Director

3. ROTR marketing plans for this season

Staff Presenter: Tom Brown, Executive Director

4. 2023 Rental Calendar and future rates

Staff Presenter: Tom Brown, Executive Director

D. Financial Planning and Audit Committee

1. March 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, March 14, 2023, at 7:00 p.m.

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

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

Guests: None

I. Roll Call

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

II. Pledge of Allegiance

III. Disposition of Meeting Minutes

A. February 14, 2023, Regular Board Meeting: Mrs. Leyva-Smith said she had two corrections. She said she added Mr. Nielsen to the list of board members on page one. She also corrected who seconded the motion on page nine. It was changed from Ms. Kiraly to Ms. Bonilla. Mr. Veard moved to approve the meeting minutes as corrected. Second by Mr. Scott. Motion carried.

IV. Report of Officers

A. Chairman

1. Correspondence received:

a. Board elections in April: Mr. Brown said the board members can discuss nominations, if they wish, for chair and vice chair. Mr. Zellers asked what Mr. Mullins wanted? Mr. Mullins said he wants what the board wants. He'll do it another year. Mr. Zellers asked if Mr. Mullins knew how Mr. Nielsen felt about being vice chair again? Mr. Mullins said he thinks Mr. Nielsen feels the same way and would serve again. Mr. Brown said Mr. Nielsen is

open to someone else running, but if no one else wanted to, he was happy to be vice chair again. Mr. Scott said he thinks it would make sense to continue with the same leadership due to the ongoing projects. Mr. Zellers agreed. He said Mr. Mullins and Nielsen are doing a great job. Mr. Mullins said if something changes, just reach out.

- b. Rockin' on the River Lineup Announcement March 22: Mr. Brown said this is the first sign of spring. We'll be in the conference room on Wednesday, March 22 at noon for the lineup announcement. Mr. Mullins asked about the future? Mr. Brown said he talked with Mr. Bob Earley in depth and they are under contract until 2024 and they will fulfill their obligation. Mr. Mullins asked if discussions about the transition have started? Mr. Brown said yes. Hypothetically, if we were to buy them out early, the value is greater than if it's at the end of the contract. Ms. McClelland said we're looking into everything now, which is why we went forward with the liquor permit. The goal is to have everything in place and for people to not notice Mr. Earley even left. Mr. Mullins asked if we need a backup plan? He wants to put something in writing. We need to understand every facet of his operations. Mr. Brown said he and Ms. McClelland have done that in the last few years and will do that even more now. Ms. McClelland said we've talked about the legalities, the name, the buyout, etc. Mr. and Mrs. Earley aren't ready to do it today, but they know they will eventually need to put it in writing. Mr. Brown said we'll be ready if they don't want to go through 2024, but they've hinted they want to. Mr. Scott wondered about an option about first right of refusal, so they can end when they want to, but we get the option first. Mr. Mullins said he's had those conversations with Mr. Earley. He gets the feeling Mrs. Earley wants to keep going, and Mr. Earley is ready to retire. Mr. Brown said Mr. Earley knows about his commitment through 2024. He will not be making any retirement announcements. We're getting so many requests for events after Rockin' on the River, he is about ready to close the calendar. It's very difficult to make the transition between back-to-back events. We're going to have to

tell people no or we set the calendar in March. We're getting some interesting requests this year, which eat into staff time. This is the time of year when the applicants come knocking. Mr. Mullins just wants to be proactive, and he appreciates the staff working with the Earleys and having a great relationship with them.

- c. Mr. Brown said the liquor license field agent contacted him last week. They had good dialogue today. She'll be on site visiting next week to figure out the parameters of food licensing, etc.. It was an encouraging conversation. They're going to treat our application much like Progressive Filed or the Cleveland Browns Stadium.

B. Executive Director

1. Washington DC legislative fly in: Mr. Brown said last week he and Ms. McClelland attended for the first time. All the ports are invited. He said they flew in and immediately went into meetings and sessions. They went to the Canadian Embassy. They met in the Kennedy Room in the Senate. It was nonstop federal funding information, corps of engineers reports and different things about ports. They made a lot of good connections and learned a lot about different funding mechanisms. He said it was a great educational opportunity. Ms. McClelland said it was a very beneficial time to be in DC. They were in front of the lawmakers they needed to be. The main purpose was to express our needs and she thinks they did a good job getting that message across. Mr. Brown said Rep. Marcy Kaptur isn't our congressperson anymore, but she remembers us. They got about 5 minutes in private to talk about the stage project, and she mentioned arts and culture money in the budget. We emailed her staffer our press packet yesterday. We're hoping to hear back from her. Mrs. Silva Arredondo asked if we had spoken to our new representative? Mr. Brown said no, they were not able to connect yet. Mr. Mullins asked if there was talk about the submarine yard? Mr. Brown said no. He thinks they've moved on from the drydock model.
2. Construction Manager at Risk progress: Mr. Brown said the committee including our two architects, Ms. McClelland and Mr. Zellers met. They

interviewed four and have the leader. Discovery meetings with that firm have begun and they've sent over a contract, Mr. Brosky is reviewing it and Mr. Zellers is offering insights. The survey should be wrapping up in the next couple of weeks, and we'll send them that information as soon as it's ready so they can come up with a price estimate for our contract. If we get that in the next week or two, we may need a special call. We'll play it by ear. We need a few things cleaned up in the contract but we're well on our way.

3. Jatt Riverside, LLC Riverside Building Sublease Agreement: Mr. Brown said we're finally here and have a sublease put together. Mr. Brosky red lined it and we went back and forth a couple of times with the city. They asked for a full resolution and this was passed at the city level last week. They had no objections. Unfortunately, Jatt Riverside be up against the clock with ordering pieces, liquor license and everything else. They've probably lost a season, but the lease is incremental in price. If passed, Mr. Brown suggested starting the sublease April 1 so it's at the start of the month. Mr. Brosky said there are two typos to clean up. Mr. Mullins asked if it was a seasonal business? Mr. Brown said yes. Mr. Zellers asked when it started? Mr. Brown said April 1 if there are no objections. First six months at \$0 per month. Ms. Bonilla asked if it's transferable? Mr. Brown said no. Mr. Scott asked if we knew the people behind the LLC. Mr. Brown said yes, it's the members of the Jeff Neal family.

Mr. Mullins presented:

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.

Mr. Zgonc moved to approve Resolution No. 2023-09. Second by Mrs. Silva Arredondo.

Roll call vote as follows:

Ayes: 7 Nays: Abstain: 1 Resolution Passed

C. Assistant Director

1. Ms. McClelland said she had no report.

V. Report of Committees

A. Contract Management Committee

1. Electric and Gas Rates: Mr. Zellers said Mrs. Smith worked hard collecting numbers for us to compare. Mrs. Smith said she went to PUCO for electric and gas. One company gave a verbal rate. They won't give it in writing until we sign up, so she recommends against it. She prefers to have it in writing up front. Integrity is a broker that got back to us today with their rates for electric and gas. Mr. Zellers spoke with someone in his office who recommended Integrity. They have good rates that are all in line with the market. The gas rate with Integrity is .559. She was going to ask tomorrow why it isn't the same as PUCO, which is .529, and then go with the lowest rate. Mr. Zellers asked when she needed to have this done? Mrs. Smith said we're not under contract currently, so she wants to get under contract as soon as possible. Mr. Zellers wants to get more information about how long to lock in the rate. He's going to talk to people in his office and get back to Mrs. Smith about the recommended number of months for the contract. Mr. Scott said he's comfortable with Mrs. Smith moving forward after Mr. Zellers investigates and gets back to Mrs. Smith. He then moved to approve Mrs. Smith moving forward with a contract not to exceed the 60-month rate and/or 48-month rate as shown on the spreadsheet. Second by Ms. Kiraly. Motion carried.

B. Strategic Development Plan Committee

1. Mr. Zgonc said he had no report.
2. Mr. Brown said the RFP is getting ready to go out. We're hoping to call a committee meeting in the future to talk about properties.

C. Marketing and Public Affairs Committee

1. Mr. Nielsen was absent. Mr. Scott said no report.
2. Meeting Date to be announced: Mr. Brown said Mr. Nielsen wants to call a meeting to talk about a walleye fishing tournament potentially in 2024, unless we want to discuss that tonight. Other agenda items would be what we want to do for promotion for Rockin' on the River/BRL this summer and the Solar Eclipse in 2024. We are close to ground zero on April 8, 2024, for the full solar eclipse. Avon Lake is ground zero. Mr. Nielsen wants a full-blown event. Different places in the county are doing different things.

D. Financial Planning and Audit Committee

1. February 2023 Financial Statement: Ms. Bonilla said she met with Mrs. Smith, and everything was in order. Mrs. Smith said the financials were in the board packet. She opened the floor to questions. Mr. Scott said last month he asked about projected expenses and what we spent, and he thanked Mrs. Smith for her hard work and providing the information. Mrs. Smith said she's always open to providing further explanation. Mr. Scott said money market rates are going up ever so slightly, and he thinks 1 or 2 percent on our money could make a difference down the road. Mrs. Smith said we'll have to review where the money comes from. She can review the funding sources and get back to him. Mr. Mullins asked if Mrs. Smith ever worked with a sweep account? Mrs. Smith said yes, but not currently. The port had them at one time. She can look into that, too. Mr. Zellers moved to approve the February financial statement. Second by Mr. Veard. Motion carried.

E. Bylaws and Personnel Committee

1. Mr. Veard said he had no report.

VI. Other Business

- A. Masters Walleye Circuit: Mr. Brown said we're their number one choice and he wants to lock them in. He said they're asking for about the same as what they did in 2017. He asked for a motion to budget \$25,000 in 2024 to bring the tournament to Lorain. That would likely be worst case scenario. It could be 300-350, two-person teams competing. We've engaged Visit Lorain County and need to engage the city and potential sponsors. The anglers fish weeks in advance and area hotels would fill up. Mr. Zellers said he's all for it, but how would the financing work? Mr. Brown said we partnered with the county last time. We'll have in-kind contributions, too, such as our rental hall. Mr. Zellers asked if he expected us to have partners to chisel that amount down? Ms. McClelland said no. It's valued at about \$45,000 total. The cash ask is \$25,000. For example, if we get a hall donated for 750 people, now we don't have to cover that. The actual cash is \$25,000. We have \$15,000 committed from the county to help with hotel rooms and the dinner. We want them to step up more. Ms. McClelland said

she thinks the worst case could be about \$30,000. Mr. Mullins thinks it's a small price to pay for the exposure. Mr. Scott asked him to elaborate. Mr. Mullins said it benefits restaurants and other businesses. The people competing come to the area to fish for weeks before the tournament. Mr. Veard said these are professional fishers. Mr. Brown said these anglers have to qualify to compete. There were 250 teams in 2017. Mr. Veard said they're buying snacks, fuel and bait. Mr. Brown said it's televised, and one team won \$300,000. Ms. McClelland said as far as the numbers go, anglers are here an average of 5 extra days. They spend on average \$2,000 just for the tournament. When you factor in 250 teams, the projected economic impact is \$1.6 million to the area, not including the media coverage. That hits so many different markets, it's valued around \$1 million. Mr. Brown said this would be May 2024. Ms. Kiraly asked how many people? Ms. McClelland said not exactly. They are teams of two, so 500 minimum, and they all bring their families. They want us to host a dinner for 750 people. Mr. Brown said it's 70 hotel rooms just for staff. Mr. Brown said he'd reach out to a lot of organizations for assistance or partnership opportunities. It's a well-run event. They want to come back because we have the big walleye. Ms. McClelland said they will be on the great lakes in 2024, it's just a matter of where. We want it to be here. Mr. Mullins said he could talk to the county commissioners. Mr. Scott and Mr. Zellers asked what was needed? Mr. Brown said he needed a motion to authorize him to sign the contract for up to \$45,000. Ms. McClelland said that's the absolute worst case. Motion by Mr. Zellers. Second by Ms. Bonilla. Motion carried. Ms. McClelland asked those in attendance to not make any announcements regarding the tournament as we will not be announcing until the organizers do. They're planning to do so in June.

VII. Public Comment

A. None.

VIII. Adjournment

- A.** There being no further business to come before the board, Mr. Veard moved to adjourn. Mr. Scott. seconded. The meeting adjourned at 7:50 p.m.

Brad Mullins, Chairman

Tom Brown, Executive Director

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. (“**Flock**”) and the customer identified below (“**Agency**”) (each of Flock and Customer, a “**Party**”). This order form (“**Order Form**”) hereby incorporates and includes the “GOVERNMENT AGENCY AGREEMENT” attached (the “**Terms**”) which describe and set forth the general legal terms governing the relationship (collectively, the “**Agreement**”). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the “**Effective Date**”).

Agency: OH - Lorain Port and Finance Authority Legal Entity Name:	Contact Name: Tom Brown
Address: 319 Black River Lane Lorain, Ohio 44052	Phone: (440) 204-2265 E-Mail: tbrown@lorainportauthority.com
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24 months Renewal Term: 24 months	Billing Term: Annual payment due Net 30 per terms and conditions Billing Frequency: Annual Plan - First Year Invoiced at Signing
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Professional Services and One-Time Purchases

Name	Price/Usage Fee	QTY	Subtotal
Professional Services - Standard Implementation Fee	\$350.00	1.00	\$350.00

Hardware and Software Products

Annual recurring amounts over subscription term

Name	Price/Usage Fee	QTY	Subtotal
Falcon	\$3,000.00	1.00	\$3,000.00

Subtotal Year 1:	\$3,350.00
Subscription Term:	24 Months
Annual Recurring Total:	\$3,000.00
Estimated Sales Tax:	\$0.00
Total Contract Amount:	\$6,350.00

I have reviewed and agree to the Customer Implementation Guide on Schedule B at the end of this agreement.

By executing this Order Form, Agency represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Agency: OH - Lorain Port and Finance Authority

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block of the Order Form (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution for automatic license plates, video and audio detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Services are capable of capturing audio, video, image, and recording data and can provide notifications to Agency upon the instructions of Non-Agency End User (as defined below) (“**Notifications**”);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from Non-Agency End Users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, excluding Wing Replay which is deleted after seven (7) days. Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering (“**Permitted Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree that this Agreement, and any addenda attached hereto or referenced herein, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Advanced Search**” means the provision of Services, via the web interface using Flock’s software applications, which utilize advanced evidence delivery capabilities including convoy analysis, multi-geo search, visual search, cradlepoint integration for automatic vehicle location, and common plate analysis.

1.2 “**Agency Data**” means the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.3 “**Agency Generated Data**” means the messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, other information or materials posted, uploaded, displayed, published, distributed, transmitted, broadcasted, or otherwise made available on or submitted through the Wing Suite.

- 1.4. “**Agency Hardware**” means the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.
- 1.5. “**Aggregated Data**” means information that relates to a group or category of individuals, from which any potential individuals’ personal identifying information has been permanently “anonymized” by commercially available standards to irreversibly alter data in such a way that a data subject (i.e., individual person or impersonal entity) can no longer be identified directly or indirectly.
- 1.6 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.
- 1.7 “**Deployment Plan**” means the strategic geographic mapping of the location(s) and implementation of Flock Hardware, and/or other relevant Services required under this Agreement.
- 1.8 “**Documentation**” means text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.
- 1.9 “**Embedded Software**” means the software and/or firmware embedded or preinstalled on the Flock Hardware or Agency Hardware.
- 1.10 “**Falcon Flex**” means an infrastructure-free, location-flexible license plate reader camera that enables the Agency to self-install.
- 1.11 “**Flock Hardware**” means the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services.
- 1.12 “**Flock IP**” means the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
- 1.13 “**Flock Safety Falcon™**” means an infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.
- 1.14 “**Flock Safety Raven™**” means an audio detection device that provides real-time alerting to law enforcement based on programmed audio events such as gunshots, breaking glass, and street racing.
- 1.15 “**Flock Safety Sparrow™**” means an infrastructure-free license plate reader camera for residential roadways that utilizes Vehicle Fingerprint™ technology to capture vehicular attributes.

1.17 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Agency Hardware in the course of and provided via the Services.

1.18 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e. NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.19 “**Implementation Fee(s)**” means the monetary fees associated with the Installation Services, as defined below.

1.20 “**Installation Services**” means the services provided by Flock for installation of Agency Hardware and/or Flock Hardware, including any applicable installation of Embedded Software on Agency Hardware.

1.21 “**Non-Agency End User(s)**” means any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.22 “**Services**” or “**Flock Services**” means the provision, via the Web Interface, of Flock’s software applications for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.23 “**Support Services**” means Monitoring Services, as defined in Section 2.10 below.

1.24 “**Usage Fee**” means the subscription fees to be paid by the Agency for ongoing access to Services.

1.25 “**Web Interface**” means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services, in accordance with the terms of this Agreement.

1.26 “**Wing Suite**” means the Flock interface which provides real-time access to the Flock Services, location of Flock Hardware, Agency Hardware, third-party cameras, live-stream video, Wing Livestream, Wing LPR, Wing Replay, alerts and other integrations.

1.27 “**Wing Livestream**” means real-time video integration with third-party cameras via the Flock interface.

1.28 “**Wing LPR**” means software integration with third-party cameras utilizing Flock’s Vehicle Fingerprint Technology™ for license plate capture.

1.29 “**Wing Replay**” means enhanced situational awareness encompassing Footage retention, replay ability, and downloadable content from Hot Lists integrated from third-party cameras.

1.30 “*Vehicle Fingerprint™*” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Agency’s designated administrator, listed on the Order Form, and any Authorized End Users to access and download via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username (“*User ID*”). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User’s use of the Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage) which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency’s sole and exclusive remedy and Flock’s sole and exclusive liability with regard to such third-party services, including without limitation hosting the Web Interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Flock Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Term in connection with its use of the Services as contemplated herein, and under Section 2.5 below.

2.4 **Wing Suite License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Wing Suite software and interface.

2.5 **Usage Restrictions.**

2.5.1 Flock IP. The permitted purpose for usage of the Flock Hardware, Agency Hardware, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency (“*Permitted Purpose*”). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Flock Hardware, Documentation, or the Flock IP for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Agency’s rights under Sections 2.1, 2.2, 2.3, or 2.4.

2.5.2. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Except for Falcon Flex products, which are designed for self-installation, Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.5.2, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.6 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock’s sole discretion. There are no implied rights.

2.7 Suspension.

2.7.1 Service Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP by Agency; (b) Agency’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for

anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Agency's account ("**Service Suspension**"). Agency shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit.

2.7.2 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("**Service Interruption**"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Agency and to provide updates regarding resumption of access to Flock Services. Flock will use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Agency or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency's account that have been impacted. For example, in the event of a Service Interruption lasting five (5) continuous days, Agency will receive a credit for five (5) free days at the end of the Term.

2.8 Installation Services.

2.8.1 Designated Locations. For installation of Flock Hardware, excluding Falcon Flex products, prior to performing the physical installation of the Flock Hardware, Flock shall advise Agency on the location and positioning of the Flock Hardware for optimal license plate image capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Flock Hardware ("**Designated Location**") and collaborate with Agency to design the Deployment Plan confirming the Designated Locations. Flock shall have final discretion on location of Flock Hardware. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. After installation, any subsequent changes to the Deployment Plan ("**Reinstalls**") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall policy (available at <https://www.flocksafety.com/reinstall-fee-schedule>) and any equipment fees. For clarity, Agency will receive prior notice and provide approval for any such fees. These changes include but are not limited to re-positioning, adjusting of the mounting, re-angling, removing foliage, replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock shall have full discretion on decision to reinstall Flock Hardware.

2.8.2 Agency Installation Obligations. Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although Flock Hardware is designed to utilize solar power, certain Designated Locations may require a reliable source of 120V or 240V AC power. In the event adequate solar power is not available, Agency is solely responsible for costs associated with providing a reliable source of 120V or 240V AC power to Flock Hardware. Flock will provide solar options to supply power at each Designated Location. If Agency refuses recommended solar options, Agency waives any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar power. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state, or local taxes including property, license, privilege, sales, use, excise, gross receipts, or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Flock Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Flock Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment, or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency (“**Agency Installation Obligations**”). In the event that a Designated Location for Flock Hardware requires permits, Flock may provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Flock Hardware from the temporary alternate location to the permitted location at no additional cost. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.8.3 Flock’s Obligations. Installation of Flock Hardware shall be installed in a workmanlike manner in accordance with Flock’s standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Following the initial installation of the Flock Hardware and any subsequent Reinstalls or maintenance operations, Flock’s obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of Flock Hardware for the length of the Term and will receive access to the Footage for a period of seven (7) business days after the initial installation for quality control and provide any necessary maintenance. Labor may be provided by Flock or a third-party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware. Notwithstanding anything to the contrary, Agency understands that Flock will not provide installation services for Falcon Flex products.

2.8.4 Ownership of Hardware. Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Agency default on any

payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.9 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.10 Support Services. Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Flock will use commercially reasonable efforts to respond to requests for support. Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at support@flocksafety.com, at no additional cost. Notwithstanding anything to the contrary, Agency is solely responsible for installation of Falcon Flex products. Agency further understands and agrees that Flock will not provide monitoring services or on-site services for Falcon Flex.

2.11 Special Terms. From time to time, Flock may offer certain special terms related to guarantees, service and support which are indicated in the proposal and on the Order Form and will become part of this Agreement, upon Agency's prior written consent ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.12 Upgrades to Platform. Flock may, in its sole discretion, make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its agencies, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not materially change any terms or conditions within this Agreement.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Flock will assist Agency Authorized End Users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Unless otherwise stated and defined in this Agreement, Agency may not designate Authorized End Users for persons who are not officers, employees, or agents of Agency. Authorized End Users shall only use Agency-issued email addresses for the creation of their User ID. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 Confidentiality. To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Flock Hardware or Agency Hardware, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event will a Party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary Information may include processing the Proprietary Information to send Agency alerts, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing

Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations, but such retained Footage will not be retrievable without a valid court order.

4.2 Agency Data. As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to (i) use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.10 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Data as a part of the Aggregated Data, (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring for elected law enforcement Hotlists as well as provide Footage search access to law enforcement for investigative purposes only, and (iii) and obtain Aggregated Data as set forth below in Section 4.5. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion. Notwithstanding the foregoing, Flock automatically deletes Wing Replay after seven (7) days, during which time Agency may view, save and/or transmit such data to the relevant government agency prior to deletion. Flock does not own and shall not sell Agency Data.

4.3 Agency Generated Data in Wing Suite. Parties understand that Flock does not own any right, title, or interest to third-party video integrated into the Wing Suite. Flock may provide Agency with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available on or submit through the Wing Suite, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Agency. Agency shall retain whatever legally cognizable right, title, and interest that Agency has in Agency Generated Data. Agency understands and acknowledges that Flock has no obligation to monitor or enforce Agency's intellectual property rights to Agency Generated Data. To the extent legally permissible, Agency grants Flock a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify, display, and distribute the Agency Generated Data for the sole purpose of providing Flock Services. Flock does not own and shall not sell Agency Generated Data.

4.4 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.5 **Aggregated Data.** Flock shall have the right to collect, analyze, and anonymize Agency Data and Agency Generated Data to create Aggregated Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right (during and after the Term hereof) to use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts. Parties understand that the aforementioned license is required for continuity of Services. No rights or licenses are granted except as expressly set forth herein. Flock does not sell Aggregated Data.

5. PAYMENT OF FEES

5.1. **Fees.** Agency shall pay the fees as set forth in the Order Form.

5.2 **Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices must be received by Flock thirty (30) days after the date of invoice. If Agency is a non-tax-exempt entity, Agency shall be responsible for all applicable taxes associated with Services (for non-tax-exempt reasons). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, to receive an adjustment or credit. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had due to such billing error.

6. TERM AND TERMINATION

6.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form and shall commence at the time outlined in this section below (the "**Term**"). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

- a. For Wing Suite products: the Term shall commence upon execution of this Agreement and continue for one (1) year, after which, the Term may be extended by mutual consent of the Parties, unless terminated by either Party.
- b. For Falcon and Sparrow products: the Term shall commence upon first installation and validation of Flock Hardware.
- c. For Raven products: the Term shall commence upon first installation and validation of Flock Hardware.
- d. For Falcon Flex products: the Term shall commence upon execution of this Agreement.
- e. For Advanced Search products: the Term shall commence upon execution of this Agreement.

6.2 Termination for Convenience. At any time during the agreed upon Term, either Party may terminate this Agreement for convenience. Termination for convenience of the Agreement by the Agency will be effective immediately. Termination for convenience by Agency will result in a one-time removal fee of \$500 per Flock Hardware. Termination for convenience by Flock will not result in any removal fees. Upon termination for convenience, a refund will be provided for Flock Hardware, prorated for any fees for the remaining Term length set forth previously. Wing Suite products and Advanced Search are not subject to refund for early termination. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination. Agency's termination of this Agreement for Flock's material breach of this Agreement shall not be considered a termination for convenience for the purposes of this Section 6.2.

6.3 Termination. Notwithstanding the termination provisions in Section 2.5.2, in the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period. Either Party may terminate this Agreement, without notice, (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.4 No-Fee Term. Flock will provide Agency with complimentary access to Hotlist alerts, as further described in Section 4.2 ("**No-Fee Term**"). In the event a Non-Agency End User grants Agency access to Footage and/or notifications from a Non-Agency End User, Agency will have access to Non-Agency End User Footage and/or notifications until deletion, subject to a thirty (30) day retention policy for all products except Wing Replay, which is subject to a seven (7) day retention policy. Flock may, in their sole discretion, provide access or immediately terminate the No-Fee Term. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine to impose a price per No-Fee Term upon thirty (30) days' notice to Agency. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.5 **Survival.** The following Sections will survive termination: 2.5, 2.6, 3, 4, 5, 6.4, 7.3, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 9.6.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Agency must notify Flock’s technical support as described in Section 2.10 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Flock Hardware provided that such inspection and test shall occur within a commercially reasonable time, but no longer than seven (7) business days after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Flock Hardware at no additional cost to Agency. Absent a Defect, in the event that Flock Hardware is lost, stolen, or damaged, Agency may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>). Agency shall not be required to replace subsequently lost, damaged or stolen Flock Hardware, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Flock Hardware and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Flock Hardware or Agency Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency has misused the Flock Hardware, Agency Hardware, or Service in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

7.5 Insurance. Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-Party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, weather conditions or acts of hackers, internet service providers or any other third Party acts or omissions. Force Majeure includes the novel coronavirus Covid-19 pandemic, and the potential spread of variants, which is ongoing as of the date of the execution of this Agreement.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 9.6.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.4 EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED

IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.4 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complementary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees.

9. MISCELLANEOUS

9.1 Compliance With Laws. The Agency agrees to comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s). In the event Flock is legally compelled to comply with a judicial order, subpoena, or government mandate, to disclose Agency Data or Agency Generated Data, Flock will provide Agency with notice.

9.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

9.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

9.4 Entire Agreement. This Agreement, together with the Order Form(s), the then-current Reinstall policy (<https://www.flocksafety.com/reinstall-fee-schedule>), Deployment Plan(s), and any attached addenda are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail.

9.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever. Flock shall at all times be and act as an independent contractor.

9.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

9.7 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

9.8 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

9.9 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

9.10 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

9.11 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210
ATLANTA, GA 30318
ATTN: LEGAL DEPARTMENT
EMAIL: legal@flocksafety.com

AGENCY NOTICES ADDRESS:

ADDRESS:

ATTN:
EMAIL:



Confidential Quote

Quote#: Q120613-1

Job#: JP113211

Date: 3/24/2023

Expires: 4/8/2023

Acct Mgr: Spiro Ristofski

Terms: Net 30

P.O. Box 326
Sharon Center, OH 44274-0326
(330)239-4600

Customer Information

Bill To: Accounts Payable Company: Lorain Port Authority Address: 319 Black River Ln Address2: City, St Zip: Lorain, OH 44052	Job Site: Erie Steak & Seafood Company Company: Lorain Port Authority Address: 301 Lakeside Ave Address2: City, St Zip: Lorain, OH 44052	Contact: Tom Brown Company: Lorain Port Authority Address: 319 Black River Ln Address2: City, St Zip: Lorain, OH 44052
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Quote: PTZ Camera for Parking Lot activity

Scope of Work

PTZ to be installed on one of the light poles in the parking lot (Preferably the furthest one at the north end of the lot).

- A Nema enclosure will be mounted at 12' aft to house the Network switch and the Wireless Bridge to City Hall.
- Power will be provided from the 110V outlet located on the pole.

A wireless bridge will also be installed on the rooftop of City Hall to receive the data from the Camera which will reside on the Police Departments Video Server.

Pricing includes Installation, Testing and Training.

Detailed Miscellaneous Charges:

Shipping and Handling \$86.21

Equipment List

1	Axis 1080P PTZ w/ 800ft IR 28x Zoom.....	\$3,361.48
1	Axis Wall Mount 1.5" NPS.....	\$125.62
1	Milestone Systems Corporate Device Channel Device (1).....	\$393.10
1	Milestone Systems One Year Corporate Care Plus.....	\$74.14
.5	SES Cat 6 UTP CMR Blue 1000'.....	\$157.75
1	SES Misc. Installation Hardware, Conduit, etc.....	\$431.03
1	HPE CX6100 12G CL4 2SFP+ 12 port switch.....	\$1,284.48
2	HPE Aruba AP-387 (US) 5/60 GHz Outdoor Radio.....	\$3,448.28
1	Altelix 14x12x8 Enclosure - Temp Controlled.....	\$551.72
1	SES Test, Program, And Train	

Payment Terms: Net 30

Q120613-1: Net 30

Totals

Southeast Security offers only state of the art solutions with customer inspired ideas and industry approved designs. Established in 1986 with offices in Ohio and Florida, the company continues to build its reputation on providing quality equipment, professional installations and exceptional service! Southeast Security is a leading provider in many services such as:

- Access Control
- Burglar Alarms
- Fire Alarms
- VoIP
- Networking
- Wireless
- A/V
- Pro Sound
- Central Sound
- Intercom
- K-12 Technology
- Closed Circuit Television Systems (CCTV)

Equipment:	\$9,827.60
Miscellaneous	\$86.40
Installation	\$5,000.00
Sales Tax	\$0.00
Total:	\$14,914.00

* All products, product specifications, and data are subject to change without notice for the purpose of improving reliability, function, or design. While Southeast Security shall make every commercially reasonable effort to meet the delivery or service or completion date mentioned above, such date and or equipment pricing is subject to change. As a result of the global Covid-19 Virus outbreak, temporary delays in delivery, labor or services from Southeast Security and its sub-suppliers or subcontractors may occur.

Accepted by _____ Title _____
 Signature _____ Date _____

LORAIN PORT AUTHORITY, LORAIN COUNTY

Fund Summary

March 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	\$768,844.95	\$459,419.03	\$481,259.79	\$86,178.79	\$193,872.20	\$1,142,085.19	\$451,645.84	\$690,439.35
2051	USEPA Brownfield Assessment Grant	\$0.00	\$18,010.28	\$18,010.28	\$0.00	\$0.00	\$18,010.28	\$493,000.00	(\$474,989.72)
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	\$43,052.41	\$0.00	\$859.19	\$1,964.95	\$1,964.95	\$41,087.46	\$101,126.79	(\$60,039.33)
4901	BRL Stage Capital Projects	\$995,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$995,000.00	\$363,125.00	\$631,875.00
9902	Rockin' on the River	\$0.00	\$450.00	\$450.00	\$0.00	\$0.00	\$450.00	\$0.00	\$450.00
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:		\$1,826,076.86	\$477,879.31	\$500,579.26	\$88,143.74	\$201,616.65	\$2,215,812.43	\$1,414,677.13	\$801,135.30

Last reconciled to bank: 03/31/2023 – Total other adjusting factors: \$200.00

Revenue Summary

March 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	\$443,119.03	\$443,119.03	(\$401,125.97)	52.487%
Intergovernmental	\$36,200.00	\$0.00	\$19,389.76	(\$16,810.24)	53.563%
Charges for Services	\$116,000.00	\$16,300.00	\$18,751.00	(\$97,249.00)	16.165%
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total 1000 General	\$996,445.00	\$459,419.03	\$481,259.79	(\$515,185.21)	
<u>2051 USEPA Brownfield Assessment Grant</u>					
Intergovernmental	\$500,000.00	\$18,010.28	\$18,010.28	(\$481,989.72)	3.602%
Total 2051 USEPA Brownfield Assessment Grant	\$500,000.00	\$18,010.28	\$18,010.28	(\$481,989.72)	
<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	\$0.00	\$859.19	(\$60,039.33)	1.411%
Total 4202 Port & Parks Bike Trail Station	\$60,898.52	\$0.00	\$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)	
<u>9902 Rockin' on the River</u>					
Miscellaneous	\$0.00	\$450.00	\$450.00	\$0.00	0.000%
Total 9902 Rockin' on the River	\$0.00	\$450.00	\$450.00	\$0.00	
Report Total:	\$1,579,504.02	\$477,879.31	\$500,579.26	(\$1,079,374.76)	

Revenue Status

By Fund
As Of 3/31/2023

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	\$443,119.03	\$401,125.97	52.487%
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	\$2,500.00	\$10,000.00	20.000%
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	\$16,250.00	\$8,750.00	65.000%
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	\$481,259.79	\$515,185.21	48.298%

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	\$18,010.28	\$481,989.72	3.602%
Fund 2051 Sub-Total:		\$500,000.00	\$18,010.28	\$481,989.72	3.602%

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 3/31/2023

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%

Fund: 9902 Rockin' on the River

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
9902-892-0750	Other - Miscellaneous Non-Operating{Rockin' on the River}	\$0.00	\$450.00	\$0.00	0.000%
Fund 9902 Sub-Total:		\$0.00	\$450.00	\$0.00	0.000%
Report Total:		\$1,579,504.02	\$500,579.26	\$1,079,374.76	31.692%

LORAIN PORT AUTHORITY, LORAIN COUNTY
Appropriation Summary
 March 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	\$43.98	\$14,956.02	0.000%
Total Recreation	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$57.98	\$29,942.02	
Total Leisure Time Activities	\$0.00	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$57.98	\$29,942.02	
Basic Utility Services								
Billing - Electric								
Contractual Services	\$3,625.00	\$40,000.00	\$43,625.00	\$2,754.60	\$9,815.92	\$33,809.08	\$0.00	22.501%
Total Billing - Electric	\$3,625.00	\$40,000.00	\$43,625.00	\$2,754.60	\$9,815.92	\$33,809.08	\$0.00	
Billing - Gas								
Contractual Services	\$750.00	\$6,500.00	\$7,250.00	\$2,001.81	\$3,373.58	\$2,626.42	\$1,250.00	46.532%
Total Billing - Gas	\$750.00	\$6,500.00	\$7,250.00	\$2,001.81	\$3,373.58	\$2,626.42	\$1,250.00	
Billing - Water								
Contractual Services	\$1,606.23	\$12,000.00	\$13,606.23	\$262.00	\$2,033.23	\$11,573.00	\$0.00	14.943%
Total Billing - Water	\$1,606.23	\$12,000.00	\$13,606.23	\$262.00	\$2,033.23	\$11,573.00	\$0.00	
Total Basic Utility Services	\$5,981.23	\$58,500.00	\$64,481.23	\$5,018.41	\$15,222.73	\$48,008.50	\$1,250.00	
General Government								
Boards and Commissions								
Personal Services	\$8,963.78	\$344,000.00	\$352,963.78	\$26,100.02	\$79,240.12	\$6,714.98	\$267,008.68	22.450%
Employee Fringe Benefits	\$7,597.50	\$162,368.00	\$169,965.50	\$14,830.64	\$39,305.57	\$83,486.67	\$47,173.26	23.126%
Contractual Services	\$3,294.98	\$262,223.00	\$265,517.98	\$30,740.64	\$42,507.84	\$161,427.34	\$61,582.80	16.009%
Supplies and Materials	\$11,225.36	\$196,500.00	\$207,725.36	\$8,143.30	\$14,278.16	\$137,641.58	\$55,805.62	6.874%
Total Boards and Commissions	\$31,081.62	\$965,091.00	\$996,172.62	\$79,814.60	\$175,331.69	\$389,270.57	\$431,570.36	
Total General Government	\$31,081.62	\$965,091.00	\$996,172.62	\$79,814.60	\$175,331.69	\$389,270.57	\$431,570.36	
Capital Outlay								
Capital Outlay								
Capital Outlay	\$0.00	\$53,500.00	\$53,500.00	\$1,345.78	\$3,317.78	\$14,308.79	\$35,873.43	6.201%
Total Capital Outlay	\$0.00	\$53,500.00	\$53,500.00	\$1,345.78	\$3,317.78	\$14,308.79	\$35,873.43	
Total Capital Outlay	\$0.00	\$53,500.00	\$53,500.00	\$1,345.78	\$3,317.78	\$14,308.79	\$35,873.43	
Total 1000 - General	\$37,062.85	\$1,107,091.00	\$1,144,153.85	\$86,178.79	\$193,872.20	\$451,645.84	\$498,635.81	

Report reflects selected information.

LORAIN PORT AUTHORITY, LORAIN COUNTY
Appropriation Summary
 March 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	\$493,000.00	\$0.00	0.000%
Supplies and Materials	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.000%
Total Boards and Commissions	\$0.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$493,000.00	\$7,000.00	
Total General Government	\$0.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$493,000.00	\$7,000.00	
Total 2051 - USEPA Brownfield Assessment Grant	\$0.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$493,000.00	\$7,000.00	
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	\$1,964.95	\$1,964.95	\$101,126.79	\$0.00	1.906%

LORAIN PORT AUTHORITY, LORAIN COUNTY
Appropriation Summary
 March 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	\$1,964.95	\$1,964.95	\$101,126.79	\$0.00	
Total Capital Outlay	\$0.00	\$103,091.74	\$103,091.74	\$1,964.95	\$1,964.95	\$101,126.79	\$0.00	
Total 4202 - Port & Parks Bike Trail Station	\$0.00	\$103,091.74	\$103,091.74	\$1,964.95	\$1,964.95	\$101,126.79	\$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	\$363,125.00	\$236,875.00	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	\$363,125.00	\$633,135.50	
Total Capital Outlay	\$0.00	\$996,260.50	\$996,260.50	\$0.00	\$0.00	\$363,125.00	\$633,135.50	
Total 4901 - BRL Stage Capital Projects	\$0.00	\$996,260.50	\$996,260.50	\$0.00	\$0.00	\$363,125.00	\$633,135.50	
9902 - Rockin' on the River								
Fiduciary Distributions								
Other Distributions								
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Distributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Fiduciary Distributions	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 9902 - Rockin' on the River	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Report Totals:	\$48,621.85	\$2,706,443.24	\$2,755,065.09	\$88,143.74	\$201,616.65	\$1,414,677.13	\$1,138,771.31	

LORAIN PORT AUTHORITY, LORAIN COUNTY
 Appropriation Status
 By Fund
 As Of 3/31/2023

Fund: General
 Pooled Balance: \$1,142,085.19
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$1,142,085.19

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	\$43.98	\$0.00	\$14,956.02	0.000%
1000-512-311-0000	Electricity	\$3,625.00	\$0.00	\$40,000.00	\$33,809.08	\$9,815.92	\$0.00	22.501%
1000-522-313-0000	Natural Gas	\$750.00	\$0.00	\$6,500.00	\$2,626.42	\$3,373.58	\$1,250.00	46.532%
1000-532-312-0000	Water and Sewage	\$1,610.74	\$4.51	\$12,000.00	\$11,573.00	\$2,033.23	\$0.00	14.943%
1000-735-132-0000	D Salaries - Administrator's Staff	\$8,963.78	\$0.00	\$344,000.00	\$6,714.98	\$79,240.12	\$267,008.68	22.450%
1000-735-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$48,160.00	\$0.00	\$10,484.59	\$37,675.41	21.770%
1000-735-213-0000	D Medicare	\$0.00	\$0.00	\$4,988.00	\$0.00	\$1,243.77	\$3,744.23	24.935%
1000-735-221-0000	Medical/Hospitalization	\$7,564.50	\$0.00	\$90,776.00	\$75,645.00	\$22,693.50	\$2.00	23.076%
1000-735-222-0000	Life Insurance	\$33.00	\$0.00	\$444.00	\$322.00	\$107.00	\$48.00	22.432%
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	\$3,897.63	\$1,102.37	\$0.00	22.047%
1000-735-252-0000	Travel and Transportation	\$0.00	\$0.00	\$12,000.00	\$3,622.04	\$3,674.34	\$4,703.62	30.620%
1000-735-321-0000	Telephone	\$514.47	\$0.00	\$12,000.00	\$10,356.54	\$2,157.93	\$0.00	17.243%
1000-735-329-0000	Other-Communications, Printing & Advertising	\$285.10	\$4.59	\$25,000.00	\$661.35	\$2,181.76	\$22,437.40	8.630%
1000-735-329-8000	Other-Communications, Printing & Advertising{Other Promotio}	\$0.00	\$0.00	\$4,000.00	\$0.00	\$100.00	\$3,900.00	2.500%
1000-735-329-8800	Other-Communications, Printing & Advertising{Fireworks}	\$0.00	\$0.00	\$25,075.00	\$12,575.00	\$12,500.00	\$0.00	49.850%
1000-735-330-0000	Rents and Leases	\$0.00	\$0.00	\$5,000.00	\$3,311.73	\$1,103.91	\$584.36	22.078%
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	\$1,775.00	\$725.00	\$3,000.00	13.182%
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	\$10,583.24	\$9,416.76	52.916%
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	\$13,500.00	\$4,500.00	\$2,000.00	22.500%

LORAIN PORT AUTHORITY, LORAIN COUNTY
Appropriation Status
 By Fund
 As Of 3/31/2023

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	\$2,696.40	\$8,656.00	\$2,647.60	61.829%
1000-735-410-0000	Office Supplies and Materials	\$0.00	\$0.00	\$5,000.00	\$1,893.91	\$79.17	\$3,026.92	1.583%
1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$11,225.36	\$0.00	\$190,000.00	\$135,056.49	\$14,090.17	\$52,078.70	7.002%
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	\$6,000.00	\$1,345.79	\$1,345.78	\$3,308.43	22.430%
1000-800-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$47,500.00	\$12,963.00	\$1,972.00	\$32,565.00	4.152%
General Fund Total:		\$37,071.95	\$9.10	\$1,107,091.00	\$451,645.84	\$193,872.20	\$498,635.81	16.945%

Fund: USEPA Brownfield Assessment Grant

Pooled Balance: \$18,010.28
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$18,010.28

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	\$493,000.00	\$0.00	\$0.00	0.000%
2051-735-400-0000	Supplies and Materials	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0.000%
USEPA Brownfield Assessment Grant Fund Total:		\$0.00	\$0.00	\$500,000.00	\$493,000.00	\$0.00	\$7,000.00	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 3/31/2023

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: \$41,087.46
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$41,087.46

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
4202-800-500-6300	Capital Outlay{Port & Parks Bike Trail Station}	\$0.00	\$0.00	\$103,091.74	\$101,126.79	\$1,964.95	\$0.00	1.906%
Port & Parks Bike Trail Station Fund Total:		\$0.00	\$0.00	\$103,091.74	\$101,126.79	\$1,964.95	\$0.00	1.906%

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 3/31/2023

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	\$363,125.00	\$0.00	\$36,875.00	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	\$363,125.00	\$0.00	\$633,135.50	0.000%

Fund: Rockin' on the River

Pooled Balance: \$450.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$450.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
9902-889-399-0750	Other - Other Contractual Services{Rockin' on the River}	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Rockin' on the River Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Report Total:		\$48,630.95	\$9.10	\$2,706,443.24	\$1,414,677.13	\$201,616.65	\$1,138,771.31	7.318%

LORAIN PORT AUTHORITY, LORAIN COUNTY

Bank Reconciliation

Reconciled Date 3/31/2023

Posted 4/4/2023 8:45:02 AM

Prior UAN Balance:		\$1,826,076.86
Receipts:	+	\$467,896.07
Payments:	-	\$78,160.50
Adjustments:	+	\$0.00
Current UAN Balance as of 03/31/2023:		\$2,215,812.43
Other Adjusting Factors:	+	\$0.00
Adjusted UAN Balance as of 03/31/2023:		\$2,215,812.43
Entered Bank Balances as of 03/31/2023:		\$2,220,182.70
Deposits in Transit:	+	\$0.00
Outstanding Payments:	-	\$4,570.27
Outstanding Adjustments:	+	\$0.00
Other Adjusting Factors:	+	\$200.00
Adjusted Bank Balances as of 03/31/2023:		\$2,215,812.43

Balances Reconciled

Reconciliation Notes

Deflating Bank Errors: \$200.00
 Petty Cash.

Governing Board Signatures

There are no outstanding receipts as of 03/31/2023.

There are no outstanding adjustments as of 03/31/2023.

LORAIN PORT AUTHORITY, LORAIN COUNTY

4/4/2023 8:53:49 AM

Bank Balances

UAN v2023.2

Reconciled Date 3/31/2023

Posted 4/4/2023 8:45:02 AM

Type	Name	Number	Prior Bank Balance	Calculated Bank Balance	Entered Bank Balance	Difference
Primary	PRIMARY		\$1,825,953.95	\$2,220,182.70	\$2,220,182.70	\$0.00
		Total:	<u>\$1,825,953.95</u>	<u>\$2,220,182.70</u>	<u>\$2,220,182.70</u>	<u>\$0.00</u>

LORAIN PORT AUTHORITY, LORAIN COUNTY

4/4/2023 8:53:49 AM

Outstanding Payments

UAN v2023.2

Reconciled Date 3/31/2023

Posted 4/4/2023 8:45:02 AM

Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Warrant	14936	03/27/2023	KELSEY LEYVA	\$96.00
PRIMARY	Warrant	14938	03/30/2023	COLUMBIA GAS OF OHIO	\$953.20
PRIMARY	Warrant	14939	03/30/2023	FRIENDS OFFICE	\$1,345.78
PRIMARY	Warrant	14940	03/30/2023	LUCAS PLUMBING & HEATING, INC.	\$434.32
PRIMARY	Warrant	14941	03/30/2023	US BANK	\$367.97
PRIMARY	Warrant	14942	03/31/2023	AMERICAN GREAT LAKES PORTS ASSOCIATION, INC.	\$1,136.00
PRIMARY	Warrant	14943	03/31/2023	THOMAS BROWN	\$118.50
PRIMARY	Warrant	14944	03/31/2023	Tiffany McClelland	\$118.50
					\$4,570.27

LORAIN PORT AUTHORITY, LORAIN COUNTY

4/4/2023 8:53:50 AM

Cleared Payments

UAN v2023.2

Reconciled Date 3/31/2023

Posted 4/4/2023 8:45:02 AM

Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Electronic	39-2023	03/07/2023	MICHAEL E. BROSKY	\$1,286.70
PRIMARY	Electronic	41-2023	03/02/2023	US TREASURY	\$2,522.46
PRIMARY	Electronic	42-2023	03/02/2023	OHIO TREASURER OF STATE	\$569.94
PRIMARY	Electronic	43-2023	03/02/2023	CITY OF LORAIN DEPT. OF TAXATION	\$641.53
PRIMARY	Electronic	44-2023	03/08/2023	OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$6,276.35
PRIMARY	Electronic	45-2023	03/10/2023	THOMAS E BROWN	\$2,765.33
PRIMARY	Electronic	46-2023	03/10/2023	KELSEY LEAH LEYVA	\$1,208.50
PRIMARY	Electronic	47-2023	03/10/2023	TIFFANY A MCCLELLAND	\$2,407.51
PRIMARY	Electronic	48-2023	03/10/2023	IDA YVONNE SMITH	\$1,791.58
PRIMARY	Electronic	50-2023	03/10/2023	OHIO PUBLIC EMPLOYEES DEFERRED	\$825.00
PRIMARY	Electronic	51-2023	03/24/2023	THOMAS E BROWN	\$2,765.33
PRIMARY	Electronic	52-2023	03/24/2023	KELSEY LEAH LEYVA	\$1,208.50
PRIMARY	Electronic	53-2023	03/24/2023	TIFFANY A MCCLELLAND	\$2,407.51
PRIMARY	Electronic	54-2023	03/24/2023	IDA YVONNE SMITH	\$1,791.58
PRIMARY	Electronic	56-2023	03/24/2023	OHIO PUBLIC EMPLOYEES DEFERRED	\$825.00
PRIMARY	Warrant	14900	02/24/2023	COLUMBIA GAS OF OHIO	\$77.09
PRIMARY	Warrant	14904	03/02/2023	LORAIN COUNTY TREASURER	\$840.50
PRIMARY	Warrant	14905	03/02/2023	LORAIN COUNTY TREASURER	\$7,564.50
PRIMARY	Warrant	14906	03/02/2023	LORAIN COUNTY TREASURER	\$37.00
PRIMARY	Warrant	14907	03/02/2023	Chris Haynes	\$1,500.00
PRIMARY	Warrant	14908	03/02/2023	COLUMBIA GAS OF OHIO	\$981.43
PRIMARY	Warrant	14909	03/02/2023	FRIENDS OFFICE	\$31.36
PRIMARY	Warrant	14910	03/02/2023	SHRED RITE LLC	\$168.50
PRIMARY	Warrant	14911	03/02/2023	US BANK	\$367.97
PRIMARY	Warrant	14912	03/06/2023	Tiffany McClelland	\$286.78
PRIMARY	Warrant	14913	03/06/2023	THOMAS BROWN	\$197.50
PRIMARY	Warrant	14914	03/06/2023	Tiffany McClelland	\$197.50
PRIMARY	Warrant	14915	03/13/2023	AMERICAN FIREWORKS CO.	\$12,500.00
PRIMARY	Warrant	14916	03/13/2023	CITY OF LORAIN UTILITIES DEPT.	\$262.00
PRIMARY	Warrant	14917	03/13/2023	LUCAS PLUMBING & HEATING, INC.	\$5,950.00
PRIMARY	Warrant	14918	03/16/2023	BELSON OUTDOORS	\$1,964.95
PRIMARY	Warrant	14919	03/16/2023	Born's Lawn Care, LLC	\$72.50
PRIMARY	Warrant	14920	03/16/2023	FLIGNER'S SUPERMARKET & CATERING	\$33.75

LORAIN PORT AUTHORITY, LORAIN COUNTY

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Cleared Payments

UAN v2023.2

Reconciled Date 3/31/2023

Posted 4/4/2023 8:45:02 AM

Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Warrant	14921	03/16/2023	HOME DEPOT CREDIT SERVICES	\$26.42
PRIMARY	Warrant	14922	03/16/2023	Lumen	\$719.31
PRIMARY	Warrant	14923	03/16/2023	OHIO EDISON	\$61.13
PRIMARY	Warrant	14924	03/16/2023	US BANK ONE CARD	\$5,008.26
PRIMARY	Warrant	14925	03/16/2023	THE MORNING JOURNAL	\$213.40
PRIMARY	Warrant	14926	03/21/2023	FRATERNAL ORDER OF POLICE ASSOCIATES #46	\$100.00
PRIMARY	Warrant	14927	03/21/2023	Lori Garcia	\$400.00
PRIMARY	Warrant	14928	03/21/2023	Juan A. Rodriguez	\$200.00
PRIMARY	Warrant	14929	03/24/2023	COLUMBIA GAS OF OHIO	\$67.18
PRIMARY	Warrant	14930	03/24/2023	FIRELANDS ELECTRIC, INC.	\$184.00
PRIMARY	Warrant	14931	03/24/2023	GERGELY'S MAINTENANCE KING	\$275.00
PRIMARY	Warrant	14932	03/24/2023	Haynes Kessler Myers & Postalakis, Inc.	\$625.00
PRIMARY	Warrant	14933	03/24/2023	JAN-PRO CLEANING SYSTEMS	\$272.00
PRIMARY	Warrant	14934	03/24/2023	MURRAY RIDGE PRODUCTION CENTER	\$400.00
PRIMARY	Warrant	14935	03/24/2023	OHIO EDISON	\$2,693.47
PRIMARY	Warrant	14937	03/27/2023	IDA YVONNE SMITH	\$96.00
					\$73,667.32

LORAIN PORT AUTHORITY, LORAIN COUNTY

4/4/2023 8:53:50 AM

Cleared Receipts

UAN v2023.2

Reconciled Date 3/31/2023

Posted 4/4/2023 8:45:02 AM

Account	Type	Ticket #	Receipt #	Post Date	Source	Amount
PRIMARY	Standard		9-2023	03/02/2023	Lori Garcia	\$1,400.00
PRIMARY	Standard		10-2023	03/09/2023	FALLS RIVER CONCERTS LLC	\$12,000.00
PRIMARY	Standard		11-2023	03/14/2023	Shipyard Brewing	\$2,500.00
PRIMARY	Memo		12-2023	03/23/2023	LORAIN COUNTY AUDITOR - J. CRAIG SNODGRASS	\$432,535.79
PRIMARY	Standard		13-2023	03/24/2023	LORAIN GROWTH CORP. CABOOSE ACCOUNT	\$1,000.00
PRIMARY	Standard		14-2023	03/28/2023	PEEK PRO TICKETING SYSTEM	\$165.00
PRIMARY	Standard		15-2023	03/29/2023	PEEK PRO TICKETING SYSTEM	\$135.00
PRIMARY	Standard		16-2023	03/30/2023	PEEK PRO TICKETING SYSTEM	\$135.00
PRIMARY	Standard		17-2023	03/31/2023	US ENVIRONMENTAL PROTECTION AGENCY	\$18,010.28
PRIMARY	Standard		18-2023	03/31/2023	PEEK PRO TICKETING SYSTEM	\$15.00
						<u>\$467,896.07</u>

Payment Listing

March 2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
39-2023	03/07/2023	03/02/2023	EP	MICHAEL E. BROSKY	\$1,286.70	C
41-2023	03/02/2023	03/02/2023	EW	US TREASURY	\$2,522.46	C
42-2023	03/02/2023	03/02/2023	EW	OHIO TREASURER OF STATE	\$569.94	C
43-2023	03/02/2023	03/02/2023	EW	CITY OF LORAIN DEPT. OF TAXATION	\$641.53	C
44-2023	03/08/2023	03/02/2023	EW	OHIO PUBLIC EMPLOYEES RETIREMENT S	\$6,276.35	C
45-2023	03/10/2023	03/07/2023	EP	THOMAS E BROWN	\$2,765.33	C
46-2023	03/10/2023	03/07/2023	EP	KELSEY LEAH LEYVA	\$1,208.50	C
47-2023	03/10/2023	03/07/2023	EP	TIFFANY A MCCLELLAND	\$2,407.51	C
48-2023	03/10/2023	03/07/2023	EP	IDA YVONNE SMITH	\$1,791.58	C
50-2023	03/10/2023	03/08/2023	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$825.00	C
51-2023	03/24/2023	03/20/2023	EP	THOMAS E BROWN	\$2,765.33	C
52-2023	03/24/2023	03/20/2023	EP	KELSEY LEAH LEYVA	\$1,208.50	C
53-2023	03/24/2023	03/20/2023	EP	TIFFANY A MCCLELLAND	\$2,407.51	C
54-2023	03/24/2023	03/20/2023	EP	IDA YVONNE SMITH	\$1,791.58	C
56-2023	03/24/2023	03/20/2023	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$825.00	C
14904	03/02/2023	03/02/2023	WH	LORAIN COUNTY TREASURER	\$840.50	C
14905	03/02/2023	03/02/2023	AW	LORAIN COUNTY TREASURER	\$7,564.50	C
14906	03/02/2023	03/02/2023	AW	LORAIN COUNTY TREASURER	\$37.00	C
14907	03/02/2023	03/02/2023	AW	Chris Haynes	\$1,500.00	C
14908	03/02/2023	03/02/2023	AW	COLUMBIA GAS OF OHIO	\$981.43	C
14909	03/02/2023	03/02/2023	AW	FRIENDS OFFICE	\$31.36	C
14910	03/02/2023	03/02/2023	AW	SHRED RITE LLC	\$168.50	C
14911	03/02/2023	03/02/2023	AW	US BANK	\$367.97	C
14912	03/06/2023	03/06/2023	AW	Tiffany McClelland	\$286.78	C
14913	03/06/2023	03/06/2023	AW	THOMAS BROWN	\$197.50	C
14914	03/06/2023	03/06/2023	AW	Tiffany McClelland	\$197.50	C
14915	03/13/2023	03/13/2023	AW	AMERICAN FIREWORKS CO.	\$12,500.00	C
14916	03/13/2023	03/13/2023	AW	CITY OF LORAIN UTILITIES DEPT.	\$262.00	C
14917	03/13/2023	03/13/2023	AW	LUCAS PLUMBING & HEATING, INC.	\$5,950.00	C
14918	03/16/2023	03/16/2023	AW	BELSON OUTDOORS	\$1,964.95	C
14919	03/16/2023	03/16/2023	AW	Born's Lawn Care, LLC	\$72.50	C
14920	03/16/2023	03/16/2023	AW	FLIGNER'S SUPERMARKET & CATERING	\$33.75	C
14921	03/16/2023	03/16/2023	AW	HOME DEPOT CREDIT SERVICES	\$26.42	C
14922	03/16/2023	03/16/2023	AW	Lumen	\$719.31	C
14923	03/16/2023	03/16/2023	AW	OHIO EDISON	\$61.13	C
14924	03/16/2023	03/16/2023	AW	US BANK ONE CARD	\$5,008.26	C
14925	03/16/2023	03/16/2023	AW	THE MORNING JOURNAL	\$213.40	C
14926	03/21/2023	03/21/2023	AW	FRATERNAL ORDER OF POLICE ASSOCIA'	\$100.00	C
14927	03/21/2023	03/21/2023	RW	Lori Garcia	\$400.00	C
14928	03/21/2023	03/21/2023	RW	Juan A. Rodriguez	\$200.00	C
14929	03/24/2023	03/24/2023	AW	COLUMBIA GAS OF OHIO	\$67.18	C
14930	03/24/2023	03/24/2023	AW	FIRELANDS ELECTRIC, INC.	\$184.00	C
14931	03/24/2023	03/24/2023	AW	GERGELY'S MAINTENANCE KING	\$275.00	C
14932	03/24/2023	03/24/2023	AW	Haynes Kessler Myers & Postalakis, Inc.	\$625.00	C
14933	03/24/2023	03/24/2023	AW	JAN-PRO CLEANING SYSTEMS	\$272.00	C
14934	03/24/2023	03/24/2023	AW	MURRAY RIDGE PRODUCTION CENTER	\$400.00	C

Payment Listing

March 2023

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
14935	03/24/2023	03/24/2023	AW	OHIO EDISON	\$2,693.47	C
14936	03/27/2023	03/27/2023	AW	KELSEY LEYVA	\$96.00	O
14937	03/27/2023	03/27/2023	AW	IDA YVONNE SMITH	\$96.00	C
14938	03/30/2023	03/30/2023	AW	COLUMBIA GAS OF OHIO	\$953.20	O
14939	03/30/2023	03/30/2023	AW	FRIENDS OFFICE	\$1,345.78	O
14940	03/30/2023	03/30/2023	AW	LUCAS PLUMBING & HEATING, INC.	\$434.32	O
14941	03/30/2023	03/30/2023	AW	US BANK	\$367.97	O
14942	03/31/2023	03/31/2023	AW	AMERICAN GREAT LAKES PORTS ASSOCI.	\$1,136.00	O
14943	03/31/2023	03/31/2023	AW	THOMAS BROWN	\$118.50	O
14944	03/31/2023	03/31/2023	AW	Tiffany McClelland	\$118.50	O
Total Payments:					\$78,160.50	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$78,160.50	

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

* 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
90-2023	PO Reg	03/03/2023	03/03/2023		THOMAS BROWN	C	\$197.50	\$197.50	\$0.00	\$0.00	\$0.00
91-2023	PO Reg	03/03/2023	03/03/2023		Tiffany McClelland	C	\$197.50	\$197.50	\$0.00	\$0.00	\$0.00
92-2023	PO Reg	03/06/2023	03/06/2023		AMERICAN FIREWORKS CO.	O	\$25,075.00	\$12,500.00	\$0.00	\$0.00	\$12,575.00
93-2023	PO Reg	03/10/2023	03/10/2023		QUALITY SERVICES	O	\$770.00	\$0.00	\$0.00	\$0.00	\$770.00
94-2023	PO Reg	03/13/2023	03/13/2023		US BANK ONE CARD	O	\$43.98	\$0.00	\$0.00	\$0.00	\$43.98
95-2023	PO Reg	03/13/2023	03/13/2023		US BANK ONE CARD	O	\$324.19	\$313.21	\$0.00	\$0.00	\$10.98
96-2023	PO Reg	03/13/2023	03/13/2023		BCT ALARM SERVICES, INC.	O	\$1,790.00	\$0.00	\$0.00	\$0.00	\$1,790.00
97-2023	PO Reg	03/13/2023	03/13/2023		LUCAS PLUMBING & HEATING, INC.	O	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
98-2023	PO Reg	03/13/2023	03/13/2023		THE FLAG LADY STORE	O	\$751.02	\$0.00	\$0.00	\$0.00	\$751.02
99-2023	PO Reg	03/13/2023	03/13/2023		US BANK ONE CARD	O	\$1,286.73	\$0.00	\$0.00	\$0.00	\$1,286.73
100-2023	PO Reg	03/14/2023	03/14/2023		US BANK ONE CARD	C	\$2,284.54	\$0.00	\$2,284.54	\$0.00	\$0.00
101-2023	PO Reg	03/14/2023	03/14/2023		FRIENDS OFFICE	O	\$250.00	\$0.00	\$0.00	\$0.00	\$250.00
102-2023	PO Reg	03/14/2023	03/14/2023		GERGELY'S MAINTENANCE KING	O	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
103-2023	PO Reg	03/14/2023	03/14/2023		GERGELY'S MAINTENANCE KING	O	\$275.00	\$275.00	\$0.00	\$0.00	\$0.00
104-2023	PO Reg	03/15/2023	03/15/2023		US BANK ONE CARD	O	\$2,304.94	\$0.00	\$0.00	\$0.00	\$2,304.94
105-2023	PO Reg	03/16/2023	03/16/2023		US BANK ONE CARD	O	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00
106-2023	PO Reg	03/20/2023	03/20/2023		US BANK ONE CARD	O	\$800.00	\$0.00	\$0.00	\$0.00	\$800.00
107-2023	PO Reg	03/20/2023	03/20/2023		FRIENDS OFFICE	C	\$2,500.00	\$0.00	\$2,500.00	\$0.00	\$0.00
108-2023	PO Reg	03/21/2023	03/21/2023		FRATERNAL ORDER OF POLICE ASSOCIATES #46	O	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00
109-2023	PO Reg	03/22/2023	03/22/2023		US BANK ONE CARD	O	\$140.40	\$0.00	\$0.00	\$0.00	\$140.40
110-2023	PO Reg	03/22/2023	03/22/2023		BCT ALARM SERVICES, INC.	O	\$480.00	\$0.00	\$0.00	\$0.00	\$480.00
111-2023	PO Reg	03/22/2023	03/22/2023		McSteen & Associates, Inc.	O	\$8,150.00	\$0.00	\$0.00	\$0.00	\$8,150.00

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
112-2023	PO Reg	03/22/2023	03/22/2023		FRIENDS OFFICE	O	\$2,691.57	\$1,345.78	\$0.00	\$0.00	\$1,345.79
113-2023	PO Reg	03/24/2023	03/24/2023		US BANK ONE CARD	O	\$102.45	\$0.00	\$0.00	\$0.00	\$102.45
114-2023	PO Reg	03/27/2023	03/27/2023		KELSEY LEYVA	O	\$96.00	\$96.00	\$0.00	\$0.00	\$0.00
115-2023	PO Reg	03/27/2023	03/27/2023		IDA YVONNE SMITH	O	\$96.00	\$96.00	\$0.00	\$0.00	\$0.00
116-2023	PO Reg	01/01/2023	03/30/2023		Verdantas	O	\$15,000.00	\$0.00	\$0.00	\$0.00	\$15,000.00
117-2023	PO Reg	02/14/2023	03/30/2023		Verdantas	O	\$493,000.00	\$18,010.28	\$0.00	\$0.00	\$474,989.72
118-2023	PO ThnNw	03/31/2023	03/31/2023		AMERICAN GREAT LAKES PORTS ASSOCIATION, INC.	O	\$1,136.00	\$1,136.00	\$0.00	\$0.00	\$0.00
119-2023	PO Reg	03/31/2023	03/31/2023		CB Scott Enterprises, LLC	O	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
120-2023	PO Reg	03/31/2023	03/31/2023		THOMAS BROWN	O	\$118.50	\$118.50	\$0.00	\$0.00	\$0.00
121-2023	PO Reg	03/31/2023	03/31/2023		Tiffany McClelland	O	\$118.50	\$118.50	\$0.00	\$0.00	\$0.00
122-2023	PO Reg	04/03/2023	04/03/2023		US BANK ONE CARD	O	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00
123-2023	PO Reg	04/03/2023	04/03/2023		ROMCO FIRE AND SAFETY	O	\$262.96	\$0.00	\$0.00	\$0.00	\$262.96
124-2023	PO Reg	04/03/2023	04/03/2023		ROMCO FIRE AND SAFETY	O	\$457.20	\$0.00	\$0.00	\$0.00	\$457.20
Total for selected purchase orders:							<u>\$568,609.98</u>	<u>\$34,504.27</u>	<u>\$4,784.54</u>	<u>\$0.00</u>	<u>\$529,321.17</u>

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