

319 Black River Lane Lorain, Ohio 44052 440.204.2269

lorainport.com

DATE: May 10, 2024

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 6:00 p.m. on

Tuesday, May 14, 2024

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

cc: Mayor/Administration City Council Media

## **Lorain Port and Finance Authority**

Board of Directors Regular Meeting Tuesday, May 14, 2024, at 6:00 p.m. Port Office

#### AGENDA

- I. Roll Call
- II. Pledge of Allegiance
- III. Disposition of Meeting Minutes
  - A. February 13, 2024, Regular Board Meeting Minutes
  - B. March 25, 2024, Special Board Meeting Minutes

#### IV. Report of Officers

- A. Chairman
  - 1. Correspondence received:
    - a. Aaron Simmons (Jevon Terance) Board Appointment
    - b. Letter from Lorain Mayor Jack Bradley
    - c. Nomination and election of Vice Chair position

#### B. Executive Director

- 1. Stage Update
  - a. Construction Update

Staff Presenter: Tom Brown, Executive Director

b. Steering Committee Report

Presenters: Brad Mullins & Jeff Zellers

2. Gate at Mile-Long Pier Update

Staff Presenter: Tom Brown, Executive Director

- 3. ARPA Funding from City of Lorain Update Staff Presenter: Tom Brown, Executive Director
- 4. Bass Pro Shops/Cabela's National Team Championship Report and Thank You to Our Partner Visit Lorain County Staff Presenter: Tom Brown, Executive Director
- 5. Rockin' on the River: Volunteers needed Fridays, May 24 & June 7 Staff Presenter: Tom Brown, Executive Director

6. 60<sup>th</sup> Anniversary

Staff Presenter: Tom Brown, Executive Director

- C. Assistant Director
  - 1. Baker Tilly Municipal Advisors Agreement: Resolution No. 2024-\_\_\_\_

Staff Presenter: Tiffany McClelland, Assistant Director

# V. Report of Committees

- A. Contract Management Committee
  - 1. Somers Insurance: Resolution No. 2024-\_\_\_\_
    - Staff Presenter: Tom Brown, Executive Director
  - 2. Leadership Lorain County Intern MOU: Resolution No. 2024-\_\_\_\_ Staff Presenter: Kelsey Smith, Office Manager
- B. Strategic Development Plan Committee
- C. Marketing and Public Affairs Committee
- D. Financial Planning and Audit Committee
  - 1. April 2024 Financial Statement: Motion to approve *Staff presenter: Yvonne Smith, Accountant*
  - 2. Then and Now Purchase Orders: Resolution No 2024-\_\_\_

Staff presenter: Yvonne Smith, Accountant

- E. Bylaws & Personnel Committee
- VI. Other Business
- VII. Public Comment
- VIII. Executive Session: Purposes of Property and Personnel
  - IX. Adjournment

# Lorain Port and Finance Authority Board of Directors Regular Meeting Port Office Tuesday, February 13, 2024, at 6:00 p.m.

**Board of Directors:** Ms. Bonilla and Kiraly; Mrs. Silva Arredondo; Messrs. Mullins, Nielsen, Scott, Veard, Zellers and Zgonc (9)

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

Guests: Frank Sipkovsky, Lorain Lighthouse Foundation

# I. Roll Call

**A.** The meeting was called to order at 6:03 p.m. by Chairman Brad Mullins with roll call indicating a quorum present.

# II. Pledge of Allegiance

# III. Disposition of Meeting Minutes

- A. <u>December 12, 2023, Contract Management Committee Meeting</u>: Mr. Zellers moved to approve the meeting minutes. Second by Mrs. Silva Arredondo. Motion carried.
- B. January 12, 2024, Regular Board Meeting: Mrs. Leyva Smith said there is one correction. She left a double "x" in place of the time on page one of the minutes, so that was corrected to 6:02 p.m. Mr. Zellers moved to approve the minutes as corrected. Second by Mr. Veard. Motion carried.

# IV. Report of Officers

# A. Chairman

- 1. <u>Correspondence received</u>:
  - a. Mr. Brown said one is from the FOPA, which is for the Police Auxiliary
     Lodge Pancake Brunch on Sat., March 16. He's going to do some sort of sponsorship. He'll likely be a table sponsor or something to that effect.

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b. Mr. Brown said we were also invited to the CHIP Hispanic Leadership Conference on April 27. We've done a bronze sponsorship in the past. If anyone would like to attend, let us know.

# **B. Executive Director**

1. ARPA Agreement with the City of Lorain: Mr. Brown said we received the agreement for the \$995,000 from the city. He sent it to Mr. Brosky for review. Mr. Brosky said there are a lot of things. He wonders why the agreement is even necessary. Although he believes 90% in nonnegotiable, the one part he finds troubling is the claw back provision if you receive funds from another entity and specifically refers to the county. Mr. Brosky recommends talking with the city and removing that. This will also raise the overall cost because we'll be involved with prevailing wage. Mr. Zgonc asked for clarification on the claw back. Mr. Brosky said there is a clause that says if you receive funds from another ARPA another entity, and they specifically reference Lorain County, then the city would have the ability to claw back the dollars they promised us. He's not sure why they chose to include that. Mr. Mullins said that conflicts with their initial statement which was to match funds with the county. He asked Mr. Brosky is there was anything in the agreement about timing to spend the money? Mr. Brosky said yes but that wouldn't be an issue for us. Mr. Brown said they're also now discussing whether an amphitheater is a fundable thing so we have to make sure we're detailed and have approval from the city for parts of the project but maybe not the stage itself. Mr. Zellers said we need to talk to the city to start negotiating as soon as possible. Mr. Brown said we got the agreement last week on Thursday. He wanted to get it to the board asap. If needed, we'll have a special call. If not, we'll come back in March. Mr. Scott recommended immediate contact with the city.

# C. Assistant Director

1. <u>Property Transfer Agreement</u>: Ms. McClelland said this is for the Oberlin project that we talked about previously. A school is being donated to us and then sold to Liberty Development. We're just acting as the conduit. Oberlin

City School District approved this in December. Mr. Mullins abstained due to the appearance of a conflict of interest.

Mr. Mullins presented:

# A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LORAIN PORT AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE OBERLIN CITY SCHOOL DISTRICT TO ACCEPT PROPERTY SUBJECT TO LEGAL COUNSEL REVIEW.

Ms. Kiraly moved to approve Resolution No. 2024-03. Second by Mr. Nielsen. Roll call vote as follows:

# Ayes: 8 Nays: Abstain: 1 Resolution Passed

2. <u>Purchase Agreement</u>: Ms. McClelland said this allows us to sell the property we just acquired in name only. Mr. Mullins abstained again due to the appearance of a conflict of interest.

Mr. Mullins presented:

# A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LORAIN PORT AUTHORITY AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO A REAL ESTATE PURCHASE AGREEMENT WITH LIBERTY DEVELOPMENT, SUBJECT TO LEGAL COUNSEL REVIEW.

Mr. Nielsen moved to approve Resolution No. 2024-04. Second by Mr. Veard. Roll call vote as follows:

Ayes: 8Nays:Abstain: 1Resolution Passed

# V. Report of Committees

# A. Contract Management Committee

 <u>Copier Lease Comparison</u>: Mrs. Leyva Smith said next month our copier lease with MT Business will expire. She sent out a request for quotes and received three back. Two companies were pretty close in price for either a 60month or 63-month lease. The third company only provided a lower rate once finding out they were the highest, so we eliminated them from consideration. She and Mrs. Smith have discussed the office's current printing habits and staff preferences, and they agree Advanced Office Copiers appears to be the best fit for the office. Mr. Mullins asked if the machine would be new? Mrs. Leyva Smith said yes. Mr. Mullins asked if the incumbent was providing a quote on a new machine? Mrs. Leyva Smith said no, unfortunately MT Business/Com Dock declined to send a proposal and never responded. The three companies are new to us. Maintenance is built-in, including toner. The only thing we pay for additionally is paper and staples. Mr. Zellers asked about the numbers at the bottom of the price comparison. Mrs. Smith said those are based upon our current copy usage. It'll be about \$724 for our color and black and white copies, based upon our history, for one year. Mrs. Leyva Smith said the only other cost to consider is shipping back our current machine. That's estimated to be around \$600-1,100. Mr. Mullins asked why we would be responsible for that? Mrs. Leyva Smith said it's in the lease agreement. Mr. Brosky said we'll need to review the lease agreement. Mr. Zellers moved to go with Advanced Office Copies. Second by Mr. Zgonc. Motion carried.

2. <u>2024 Lighthouse Tour Agreement</u>: Mrs. Leyva Smith said Mr. Frank Sipkovsky with the Lorain Lighthouse Foundation is here tonight to answer any questions you may have. She said the agreement is the same one we passed last year, which changed the way we invoice the foundation to per hour instead of per trip or ticket sold. Mr. Zellers asked how that has worked out for everyone? Mr. Sipkovsky said it has worked out great from them. Mrs. Leyva Smith said it works out well for her, too. Mr. Sipkovsky said they appreciate the partnership. Mr. Zgonc asked about a new boat? Mr. Sipkovsky said yes. They need to replace the work boat, which sunk last year. It costs \$66,000. They bought a new engine to go along with the boat and took out a loan. This agreement will help them tremendously. He said everyone benefits. It's everyone's lighthouse.

Mr. Mullins presented:

# A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE LORAIN LIGHTHOUSE

# FOUNDATION, INC. REGARDING THE PROVISION OF THE 2024 SHUTTLE BOAT SERVICE TO THE LORAIN LIGHTHOUSE.

Mr. Veard moved to approve Resolution No. 2024-05. Second by Mr. Zgonc. Roll call vote as follows:

Ayes: 9Nays: 0Abstain: 0Resolution Passed

3. <u>2024 History Tour Agreement</u>: Mrs. Leyva Smith said this is identical to last year's agreement with the Lorain Historical Society. She works with their Executive Director Barb Piscopo to schedule the tours. For private tours, the historian receives \$75. Year after year, they have the highest number of sold out tours. Ms. Bonilla abstained due to the appearance of a conflict of interest.

Mr. Mullins presented:

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

Mr. Zgonc moved to approve Resolution 2024-06. Second by Ms. Kiraly. Roll call vote as follows:

Ayes: 8Nays: 0Abstain: 1Resolution PassedMr. Brown said he was invited by Ms. Piscopo to a Community Conversations Meetingon March 14 focused on entrepreneurship and how to ignite it. The invitation isextended to the board members. We can purchase additional tickets if needed.

4. <u>2024 Shuttle Boat Captain Agreement</u>: Mrs. Leyva Smith said she expects all captains to return this coming season. They are a great group to work with. The agreement has the same rate as last year, \$25 per hour. Mr. Mullins asked about the boat maintenance? Mrs. Leyva Smith said she's getting quotes for that now. Parker Marine has the boats in storage, and she's researching new seat cushions for both boats, a new canopy for the Pride of Lorain, as well as teak and electrical repairs. Mr. Brown said as a whole in the last five years, our captains have been proactive in telling us about

maintenance items. Mr. Zgonc asked that Mr. Brosky review the agreement. He said there have been some changes regarding independent contractors.

Mr. Mullins presented:

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

Mrs. Silva Arredondo moved to approve Resolution 2024-07. Second by Ms. Bonilla. Roll call vote as follows:

# Ayes: 9Nays: 0Abstain: 0Resolution Passed

5. Construction Manager at Risk Update: Mr. Zellers said he and Ms. McClelland met with Whiting Turner last week to talk about the next phases. He said they quoted \$30,000 to get us through schematic design estimates. They gave us a discounted rate at that time. With that, during schematic design we have asked them for a number of different things. We asked for quotes on the Train Station to come up with additional bathrooms. We asked for bathrooms potentially in a pavilion. We asked for geothermal, and to get involved with some electrical transformers. All of that is well and above what they were contracted to do. Whiting-Turner gave us a proposal with extra work included. Mr. Zellers and Ms. McClelland agreed they should have told us sooner. What they agreed to is using the discounted rate, bringing it from \$50,000 overage to \$24,923. His recommendation is to approve the additional work that was done. Number two, to keep them going in the pre-construction effort, the next thing that happens is the design development phase. The architects and engineers are working on the final designs now. Whiting-Turner is in every one of those meetings. He said it is important in this phase to make sure the budget is staying on track. This will take place through July. Then it will be time to get the competitive bids. Whiting-Turner is meeting at least once a week if not more. They're asking for \$30,384. Looking at the hours they're putting in, he thinks it's a good number. The last part is the construction documentation. They're asking for \$98,136. With that, they will

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go out for bids, answer questions or requests for information, vet proposals. Then they come back and get our recommendation to put together the final guaranteed maximum price. But in order to keep Whiting-Turner on board, we have to sign this next agreement for a total of \$153,443. We've already paid the \$30,000 on top of that. His recommendation is to approve it. Mr. Zellers said the architects are about a week and a half away from finishing the design development drawings. They need to then go right into the construction documentation. He thinks it's imperative to get Whiting-Turner onboard through the preconstruction effort. That will take us right up to October. Mr. Zgonc confirmed the total is \$183,43. Mr. Zellers said yes. Mr. Brown said this is related to Resolution 2023-10. Mr. Zellers said the \$153,443 will cover the overage in schematic design and take us through design development and construction documentation. All of that will produce a guaranteed maximum price. Mr. Scott asked for further explanation on what was additional? Mr. Zellers said the contract says four months and we're eight months into this whole thing. We had five additional schematic estimates. There was some electrical transformer relocation studies, geothermal studies, the phasing, scheduling and options, countless meetings. We also got three or four different options on restrooms. We told them we need to know up front before they charge us for something. He has been impressed with them. Mr. Zellers moved to give Mr. Brown the authority to sign the change order from Whiting-Turner that will cover the additional cost of schematic design, portion of design development and construction documentation as authorized in Resolution 2023-10. Second by Ms. Kiraly. Motion carried with one no.

## **B. Strategic Development Plan Committee**

**1.** Mr. Zgonc said he had no report.

## C. Marketing and Public Affairs Committee

 <u>BrewFest Presentation</u>: Mr. Nielsen said the committee met before the regular meeting. Mr. Howard Ross from BrewFest made a presentation. The committee recommended holding the date of August 10 for BrewFest for 90 days while Mr. Ross gets everything in order for the event. Then we will revisit at that time. Motion by Mr. Nielsen. Second by Ms. Kiraly. Motion carried.

- 2. <u>Solar Eclipse Event</u>: Mr. Nielsen turned the floor over to Mr. Brown. Mr. Brown said there was a lot of discussion. The committee recommended a budget not to exceed \$11,000 and working with nonprofits to breakeven or make a profit. Mrs. Silva Arredondo recommended reaching out to Mr. Mike Ferrer for help with parking vehicles. Mr. Nielsen moved to concur with the committee's recommendation. Second by Ms. Bonilla. Motion carried.
- Port 60<sup>th</sup> Anniversary: Mr. Nielsen said we're going to get a logo made. Mr. Brown said it will be integrated into social media and any advertising we do this year.

# D. Financial Planning and Audit Committee

 January 2024 Financial Statement: Ms. Bonilla said she met with Mrs. Smith this afternoon. Mrs. Smith said she reviewed the bank reconciliation and a mini audit with Ms. Bonilla and everything was in order. Mr. Nielsen moved to approve. Second by Mr. Veard. Motion carried.

# E. Bylaws and Personnel Committee

1. Mrs. Silva Arredondo said she had no report.

# VI. Other Business

- A. Mr. Zgonc asked if the statistics on Facebook were from 2023? Mr. Brown said yes. Mr. Zgonc said that's fantastic. Mr. Brown said the new 24/7 camera should be up at Black River Landing in the next few weeks, too. Mr. Zgonc asked about a board retreat or training. Mr. Brown said Mrs. Leyva Smith and Mrs. Smith are working on the logistics of that now. Mrs. Smith asked what day is best? Saturday seemed to be the consensus.
- B. Mr. Mullins asked for a Rockin on the River update. Mr. Brown said he wasn't happy with recent the article. He's not sure what prompted it. He's issued a statement. We're in a good place with Mr. Bob Earley. Mr. Brown is hard at work. Mr. Mullins said we're very involved with Mr. and Mrs. Earley and are on top of it.

# VII. Public Comment

A. None.

# VIII. Executive Session: Property Disposition and Personnel

Mr. Scott moved to enter executive session. Second by Mr. Nielsen. Roll call vote as follows:

Ayes: 9Nays: 0Abstain: 0Motion carried

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

# IX. Adjournment

**A.** There being no further business to come before the board, Mr. Scott moved to adjourn. Mrs. Silva Arredondo seconded. The meeting adjourned at 8:08 p.m.

Brad Mullins, Chairman

Tom Brown, Executive Director

9 of 9 February 13, 2024 Regular Board Meeting BMTG-05106

## Lorain Port and Finance Authority Board of Directors Special Meeting Monday, March 25, 2024, at 8:30 a.m.

**Board of Directors:** Ms. Bonilla and Kiraly; Mrs. Silva Arredondo; Messrs. Nielsen, Veard and Zellers (6)

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

## Guests: None.

## I. Roll Call

**A.** The meeting was called to order at 8:31 a.m. by Vice Chairman Carl Nielsen with roll call indicating a quorum present.

## II. Report of Officers

A. Geotechnical Servicecs for Stage Project: Mr. Brown said before you is the geotechnical testing that needs to be done. We've provided a lot of information, but unfortunately the architects don't think it's enough of what they need for the foundation. His recommendation is for Wertz Geotechnical Engineering. Their proposal is a comprehensive package and the good thing about them is they're ready to go. It's about a five-week process. Mr. Nielsen asked where the money would come from? Mr. Brown said it'll be from what we have currently. He said at the last meeting we talked about the agreement with city for the ARPA money they promised. Hopefully we get it sooner rather than later. Mrs. Silva Arredondo asked about additional insurance being needed. Mr. Brown said he'll look into it and talk to the architect and construction manager to see if they think we need it. She doesn't know whether or not it's necessary. They guarantee up to \$5,000. Ms. McClelland said that isn't the proposal we're accepting. Mr. Zellers asked if this delayed our dates? Mr. Brow said no, we're still on track, but that's why we needed a special call. Mr. Zellers moved to approve the Wertz proposal. Second by Ms. Bonilla. Motion carried.

B. <u>Transfer of Funds</u>: Mrs. Smith said with the project and now the soil boring, we need to transfer \$500,000 from the general fund to the stage fund as we haven't received the pledged money from the city yet. Mr. Zellers confirmed the million from the county is in the stage fund. Mrs. Smith said yes. Mr. Zellers asked if all of it was spent? Mr. Brown said no, but we have some big purchase orders coming up. Mrs. Smith said we have a to have the money in the account in order to open a purchase order. Mr. Brown said we don't have enough for the next round of purchase orders.

Mr. Nielsen presented:

# A RESOLUTION TO APPROVE A TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE BLACK RIVER LANDING STAGE CAPITAL PROJECTS FUND.

Ms. Bonilla moved to approve Resolution 2024-08. Second by Mr. Veard. Roll call vote as follows:

Ayes: 6	Nays: 0	Abstain: 0	Resolution Passed
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**C.** <u>Budget Amendment</u>: Mrs. Smith said she also has a budget amendment. Now that we've transferred the funds, an amendment is needed. We increased the engineering services, which are the architects, by \$470,000 and capital outlay, for the soil borings and anything else to come along, by \$30,000. Mr. Zellers appreciates knowing about any change orders. Mr. Brown said we anticipated having the city money by now. Mr. Nielsen asked for a breakdown moving forward for te stage project financials. Mrs. Smith said she can email out a stage budget.

Mr. Nielsen presented:

# A RESOLUTION RATIFYING EXPENDITURES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO REVISE THE 2024 OPERATING BUDGET, TRANSFER AND APPROPRIATE FUNDS AND REQUEST AN AMENDED CERTIFICATE OF ESTIMATED RESOURCES FROM THE COUNTY AUDITOR.

Mrs. Arredondo moved to approve Resolution No. 2024-09. Second by Mr. Veard. Roll call vote as follows:

Ayes: 6	Nays: 0	Abstain: 0
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**Resolution Passed** 

2 of 3 March 25, 2024 Special Board Meeting BMTG-05109

# III. Adjournment

**A.** There being no further business to come before the board, Mr. Zellers moved to adjourn. Mr. Veard seconded. The meeting adjourned at 8:45 a.m.

Carl Nielsen, Vice Chairman

Tom Brown, Executive Director

3 of 3 March 25, 2024 Special Board Meeting BMTG-05109



The City of Lorain, Ohio Jack W. Bradley Mayor

April 22, 2024

Lorain City Council 200 West Erie Avenue- 1<sup>st</sup> Floor Lorain, OH 44052

Dear Members of Lorain City Council,

Please find the biographical information for Aaron Jevon Simmons attached. I am seeking Council's approval to appoint Aaron Jevon Simmons to the Lorain Port and Finance Authority Board. Mr. Simmons' term would be effective May 7, 2024, and expiring on May 6, 2028.

Thank you in advance for your kind consideration of this appointment request.

Very Truly Yours,

Jack W. Bradlev Mayor, City of Lorain

cc: Tom Brown, Exec. Director of the Lorain Port Authority

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# AARON JEVON SIMMONS

## FASHION DESIGNER - BUSINESS OWNER

#### CONTACT

(440)320-9337 jevonterance@gmail.com www.jevonterance.com

#### SKILLS

Collaboration Communication Design Creativity Event Planning Marketing Strategic thinking Visionary Sewing

#### EDUCATION

Lorain County Community College **2004-2005** Art Major

Virginia Marti College of Art and Design **2011-2012** Fashion Design

#### PROFILE

International Fashion Designer and Business owner of Jevon Terance for 17 years. Focus areas include developing, marketing and selling collections. My brick and mortar is located in Lorain, Ohio, with showrooms in New York City and Miami. My goal is to continue growing my business, be involved in my community and inspire youth to bring creativity to their city.

#### EXPERIENCE

Jevon Terance Fashion Line Business Owner 2012-Current Working with customers and managing team members Member of the Costume Team for the Transformers Movie Production of multiple fashion shows Collections presented during Paris and New York Fashion Week Kent State University Mentor and speaker 2023 Lorain Public Library Systems Developed a six-week course schedule and instructed the use of technology with community members. Lorain County Community College STEAM Program 2017 Instructed youth on the design and development process. 2009 - 2017 Guidestone Behavior Health counselor for youth Summer Program Lead responsible for finances, planning and scheduling.

#### COMMUNITY ENGAGEMENT

Current

Lorain Police Department's Use of Force Committee Main Street Lorain Men of Courage Mentoring **AWARDS** Downtown Excellence Award – Main Street Lorain, 2023 Lorain City Schools Alumni Hall of Fame, 2022 Certificate of State, 2021 Leadership Award, Lorain County Urban League, 2018 Citizen's Police Academy - 2017 Business Award - National Council of Negro Women, 2014 **TRAINING** Harlem Fashion Row Nike Designer Retreat, 2023 & 2024

Main Street Lorain Diversity and Inclusion Training, 2021



The City of Lorain, Ohio Jack W. Bradley Mayor

May 8, 2024

Lorain Port Authority Board Members 319 Black River Lane Lorain, Ohio 44052

Dear Members of the Board,

There has recently been some discussion regarding appointments to the Port Authority Board. Please be advised that often, I will appoint new members to the board at the expiration of the term of one of your members. In no way should anyone infer that I have a problem with the previous board member or that the board member was not serving as a contributing member of the board.

I have always strived to add diversity and new prospectives to the board make-up. I will continue to look for new voices and views on the board. The Ohio Revised Code made the term on the board for a period of four (4) years, and I believe the reason for that term was to provide the mayor with an opportunity to give more citizens of the community and business leaders a chance to serve on this very important board.

I believe that the board should consider establishing the position of Member of the Board Emeritus. This would give the board an opportunity to have former members serve in a non-voting position yet not lose the input from that former member. This would allow the emeritus member to mentor new members and keep them actively involved in an advisory role with the board.

Hopefully, this letter provides some clarification for those of you who serve on the Lorain Port Authority Board of Directors. As always, I am always available to appear before the board to answer any of your questions.

Very Truly Yours,

Jack W. Bradley, Mayor City of Lorain

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May 2, 2024

Ms. Tiffany McClelland Director of Economic Development Lorain Port Authority 319 Black River Lane Lorain, OH 44052

RE: Engagement Letter Agreement Related to Services

This letter agreement (the Engagement Letter) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (Baker Tilly) and its affiliates are being engaged by the Lorain Port Authority (the Client) to assist the Client with advisory services.

#### Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

#### **Management's Responsibilities**

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false or misleading representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false or misleading representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false or misleading representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

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#### Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices (Deliverables). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's and its affiliates (Baker Tilly Parties) proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by the Baker Tilly Parties prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices (Baker Tilly's Preexisting Knowledge) (2) developed or obtained by the Baker Tilly Parties after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development: and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate the Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

#### **Timing and Fees**

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

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#### **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the nonbreaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

#### Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within twelve (12) months after the performance of the services for which the action is brought, without consideration as to the time of discovery of any claim.

May 2, 2024 Page 4

#### Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

All non-municipal advisory services provided hereunder shall be performed in accordance with the professional standards of the Baker Tilly affiliate that performs the services and may not create a fiduciary relationship between the Baker Tilly affiliate and the Client.

#### Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

#### **Important Disclosures**

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

Ms. Tiffany McClelland, Director of Economic Development Lorain Port Authority

May 2, 2024 Page 5

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

Porin S. Cooper

Brian S. Cooper, Principal

#### Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

#### Attachment A Important Disclosures

#### Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

#### Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity, and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC (BTWM), a U.S. Securities and Exchange Commission (SEC) registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services.

Baker Tilly Capital, LLC (BTC) is a limited-service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors (BTMA) is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board (MSRB). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Baker Tilly may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

#### Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <u>https://www.sec.gov/edgar/searchedgar/companysearch.html</u> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

*Contingent Fee.* The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

*Hourly Fee Arrangements.* Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

*Fixed Fee Arrangements.* The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.



Baker Tilly Municipal Advisors, LLC 140 East Town Street, Ste 1275 Columbus, OH 43215

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

May 2, 2024

Ms. Tiffany McClelland Director of Economic Development Lorain Port Authority 319 Black River Lane Lorain, OH 44052

#### RE: General Municipal Advisory Services and Independent Registered Municipal Advisor Engagement

Dear Ms. McClelland:

Baker Tilly US, LLP is pleased to provide the Lorain Port Authority the Client with this scope appendix, attached by reference to the engagement letter dated May 2, 2024 (the Engagement Letter) appointing Baker Tilly Municipal Advisors, LLC (Baker Tilly) to serve as the Client's Independent Registered Municipal Advisor (IRMA) and, as such, provide municipal advisory services to the Client.

Upon acceptance of this scope appendix, the terms and conditions contained herein will govern the municipal advisory relationship between the Client and the Firm. Accordingly, the Client may represent to underwriters and providers of financial products that Baker Tilly is the Client's IRMA.

This scope appendix sets forth the general scope of municipal advisory serves between the parties. It is contemplated that from time to time this scope appendix may be supplemented by one or more Scope Appendices outlining the specific scope of services and fees related to a particular financing or project.

#### SCOPE OF SERVICES

At the request of the Client, Baker Tilly will provide some or all of the following general municipal advisory services. Services related to a specific financing or project will be outlined in a separate scope appendix.

<u>Engagement planning</u>. Baker Tilly will assist the Client with its planning activities, including modeling and analyzing the Client's debt portfolio and preliminary work related to capital planning, economic development planning and debt structuring such as identifying and analyzing financing solutions and funding options.

Engagement planning may also include assisting in the development of a plan of finance including alternative approaches for a particular Project that may be available and appropriate for such Project or advising the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.

<u>Identify refinancing opportunities</u>. Baker Tilly will monitor the Client's debt portfolio in an effort to identify and recommend refinancing transactions to the Client that meet the Client's refinancing criteria and objective



<u>Evaluate proposals</u>. At the request of the Client, Baker Tilly will assess proposals (solicited or unsolicited) received by the Client from broker-dealers or other financial institutions with respect to the issuance of obligations by the Client and provide advice and recommendations to the Client with respect to such matters based on the Firm's assessment.

<u>Analyze debt structure alternatives</u>. Baker Tilly will evaluate and provide advice with respect to proposed financings, including (i) the coordination of the amortization schedule with outstanding debt of the Client, (ii) analysis of the sufficiency of resources pledged to debt service and (iii) options related to the final maturity.

<u>Attend Meetings and Presentations</u>. Baker Tilly will attend planning meetings and make presentations, in-person or virtual, to discuss and explain various aspects of ballot referendum, debt service tax rates, estimated market conditions, millage modeling, timing of financings, and related topics as necessary.

<u>Rating agency surveillance</u>. Baker Tilly will assist the Client in preparing for rating agency presentations and make recommendations concerning credit strategy, if applicable.

#### **COMPENSATION AND BILLING**

Fees and expenses related to the general scope of services under this scope appendix shall be billed at the Firm's standard billing rates based upon the actual time and expenses incurred. No such expenses will be incurred without the prior authorization of the Client.

Fees and expenses for a specific financing or project will be outlined in a separate scope appendix. For any matters or services that fall outside this scope of services or are not outlined in a supplemental scope appendix, the Firm's fees shall be billed at the Firm's standard billing rates based upon the actual time and expenses incurred. No such expenses will be incurred without the prior authorization of the Client.

Title	Hourly Rate
Partners / Principals / Directors	\$400 - \$600
Managers / Senior Managers	\$275 - \$400
Consultants / Analysts / Senior Consultants	\$175 - \$275
Support / Paraprofessionals / Interns	\$110 - \$175

#### Standard Hourly Rates by Job Classification

12/1/2023

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

To manage time and expense incurred under this general scope of services the Client and Baker Tilly agree to work cooperatively to transfer reasonable costs incurred under this scope appendix to a fixed fee supplemental scope appendix as applicable. The Client agrees to pay time and expense that is not reasonably transferred to a supplemental scope appendix after 180 days of such time and expense has been incurred.

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.



#### **CONFLICTS OF INTEREST**

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix. We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

#### TERMINATION

Both the Client and Baker Tilly have the right to terminate the Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Both the Client and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and the Firm, or as detailed in a Supplemental Agreement, the scope of services provided in Exhibit A will terminate sixty (60) days after completion of the services.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Execution of this Scope Appendix can be performed in counterparts, each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC

By: <u>Principal</u> Brian S. Cooper, Principal

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

Lorain Port Authority

Date: \_\_\_\_\_

By:				

Printed:



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Baker Tilly Municipal Advisors, LLC 140 East Town Street, Ste 1275 Columbus, OH 43215

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

May 2, 2024

Ms. Tiffany McClelland Director of Economic Development Lorain Port Authority 319 Black River Lane Lorain OH 44052

#### Re: Municipal Advisory Services – Debt Issuance (Regulated)

#### \$5,000,000 Lorain Port Authority Port Authority Facilities Bonds, Series 2024

Dear Ms. McClelland:

Baker Tilly Municipal Advisors, LLC (Baker Tilly or the Firm) is pleased to provide the Lorain Port Authority (the Client) with this scope appendix to provide municipal advisory services for the subject financing. The Firm will provide such services as the Client's Independent Registered Municipal Advisor (IRMA) and in accordance with the General Municipal Advisory Services scope previously executed by the two parties.

Upon acceptance of this engagement letter, the terms and conditions contained herein will serve as a supplemental scope appendix and shall relate solely to the subject financing. The specific services to be performed, fees charged, and disclosure statement are outlined in this supplemental scope appendix and our Engagement Letter originally dated May 2, 2024.

#### SCOPE OF SERVICES

At the request of the Client, Baker Tilly will provide the services set forth below for the Client, execution of the following transaction.

<u>Evaluate proposals</u>. At the request of the Client, Baker Tilly will assess any proposals (solicited or unsolicited) received by the Client from broker-dealers or other financial institutions with respect to the issuance of obligations by the Client and provide advice and recommendations to the Client with respect to such matters based on its assessment.

<u>Analyze debt structure alternatives</u>. Baker Tilly will evaluate and provide advice with respect to proposed financings, including (i) the coordination of the amortization schedule with outstanding debt of the Client, (ii) analysis of the sufficiency of resources pledged to debt service and (iii) options related to the final maturity.

<u>Develop and monitor the financing schedule</u>. Baker Tilly will prepare a bond sale calendar that clearly identifies the responsibilities of each participant in the transaction. The schedule will be designed to permit sufficient time for revision of all disclosure materials by Client officials prior to final printing and distribution. Moreover, Baker Tilly will work with all external participants (*e.g.*, bond counsel, rating analysts, etc.) to ensure that their tasks are coordinated with the activities of the Client's staff.



<u>Recommend a negotiated or competitive sale or direct bank purchase</u>. Baker Tilly will provide advice to the Client regarding the appropriateness of sale options.

Assist in selecting working group members and procuring services.

- a. <u>Underwriter selection</u>. If it is determined that a negotiated sale is appropriate, Baker Tilly will work with Client officials in selecting the underwriting team. At the direction of the Client, this may include procuring underwriting services through an RFP/RFQ process.
- b. <u>Procurement of financial services</u>. Baker Tilly will assist the Client, as needed, in identifying and procuring services that may be needed over the course of its financing program. This includes assistance with the selection of trustees, escrow trustees, escrow verification agents, financial printers and other third-party vendor services.

<u>Review financing documents</u>. Once a plan of finance has been developed, the financing team will be responsible for drafting, printing, adopting, and distributing all legal and disclosure documents. Baker Tilly will coordinate with local officials, bond counsel, underwriters, banks, and other team members in the preparation, evaluation, and finalization of bond document preparation activities, including the preparation and analysis of trust indentures, official statements, loan agreements, reimbursement contracts, trust participation agreements, purchase contracts, remarketing agreements, and other contracts that may be necessary for bond issues and other debt instruments considered by the Client. Other documents, such as engineering studies, traffic and revenue projections, and arbitrage certificates, are the responsibility of other parties, but their preparation will be incorporated into the document preparation work coordinated by Baker Tilly prior to the sale of securities as necessary.

<u>Rating agency assistance</u>. Baker Tilly will work with the Client in preparing for rating agency presentations and make recommendations concerning issues that should be addressed in those meetings, if applicable.

<u>Coordinate the marketing of the bonds</u>. Baker Tilly will actively undertake procedures to assist in the coordination and marketing, if applicable, of the Client's debt issues. The following discussion details the steps involved:

- a. <u>Timing of sale</u>. Baker Tilly will monitor market conditions and evaluate their impact on new-issue securities.
- b. Marketing information.
  - 1. *Disclosure documents*. For the Client's offerings, Baker Tilly will work with the administrative staff and bond counsel to review the Client's disclosure document, the Preliminary Official Statement (POS). Baker Tilly will review the Client's existing POS format and recommend any changes.
  - 2. *Notice of Sale*. Baker Tilly will work with the Client's bond counsel in its preparation of the notice of sale for competitive sales. Baker Tilly will provide a recommendation for various bidding parameters for the related securities and plan of finance. Baker Tilly's efforts would be designed to allow bidders flexibility while protecting the interests of the Client.

<u>Assist with the pricing of the bonds</u>. Baker Tilly will provide the Client with information so that the Client can evaluate the fairness of the pricing of its securities. Such information may include (i) yields on recently priced comparable issues, (ii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an analysis of underwriter's fees on recently priced comparable issues, (iii) an assessment of municipal market conditions leading up to the sale, (iv) analysis of alternative call provisions, and (v) special features of the issue and potential impacts on pricing.

<u>Assist with closing the bond issue</u>. Baker Tilly will prepare a closing memorandum and work with all parties involved to facilitate a timely closing.

<u>Miscellaneous</u>. Baker Tilly is committed to providing additional services as required to effectively manage the Client's debt issuance process.



#### Compensation and Invoicing

For financial consulting and municipal advisory services related to the issuance of the proposed bonds, the Firm shall be paid a fee of \$39,500.

The Client will incur no financial obligation to Baker Tilly until such time that the Client's Board or Council approves the bond legislation and appropriation is authorized. It is expected, but not required, that all bond-related fees will be paid from the proceeds of the Client's transaction.

To manage time and expense incurred under a fixed fee engagement Baker Tilly may need to send periodic progress bills (invoices) to cover time and expense for certain projects with a duration of more than 90 days. Baker Tilly reserves the right to bill time and expense incurred after 90 days if there have been unanticipated delays to a given project including approvals, documentation, market conditions, development or project delays or other factors that cause unanticipated delays to the project scope or closing.

Baker Tilly will not charge the Client for normal out-of-pocket expenses associated with providing the scope of services to the Client. Expenses related to travel for rating agency presentations and pricings outside of the state of Ohio are to be reimbursed at cost.

The fees do not include the charges of other entities including, but not limited to, rating agencies, bond and official statement printers, couriers, newspapers, bond counsel and local counsel, and electronic bidding services, including Parity®.

#### **BILLING PROCEDURES**

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

#### Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix. We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

#### Termination

Both the Client and Baker Tilly have the right to terminate the Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Both the Client and the Firm have the right to terminate the engagement at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and the Firm, or as detailed in a Supplemental Agreement, the scope of services provided in Exhibit A will terminate sixty (60) days after completion of the services.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.



Execution of this Scope Appendix can be performed in counterparts, each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC

By: <u>Print S. Cooper</u>, Principal

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

Lorain Port Authority

Name: \_\_\_\_\_

Title:				

Date: \_\_\_\_\_



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

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXERCISE AN ENGAGEMENT LETTER AGREEMENT RELATED TO SERVICES, GENERAL MUNICIPAL ADVISORY SERVICES AND INDEPENDENT REGISTERED MUNICIPAL ADVISOR ENGAGEMENT, AND MUNICIPAL ADVISORY SERVICES – DEBT ISSUANCE (REGULATED) WITH BAKER TILLY MUNICIPAL ADVISORS, LLC.

**WHEREAS,** it is the desire of the Lorain Port Authority to acquire financing options for the amphitheater project; and

**WHEREAS,** it is necessary to hire a consultant to assist the Port in reviewing possible financing solutions, preparing financial analysis, proposing recommendations, and assisting in securing funding for said project including the preparation of documents for the issuance of bonds, and

**WHEREAS**, the Lorain Port Authority has determined that Baker Tilly Municipal Advisors, LLC has been an exceptional partner in multiple projects and financial advisory services.

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

**SECTION I.** It is in the best interest of the Lorain Port Authority to prepare and market the issuance of bonds through the hiring of a professional consultant.

**SECTION II.** The Lorain Port Authority hereby authorizes an agreement with Baker Tilly Municipal Advisors, LLC to provide said services in the amount of \$39,500.00.

**SECTION III.** Said Agreement shall commence May 15 and will be in effect for the duration of services related to the issuance of any bonds.

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

Ayes:

Nays:

Abstain:

Adopted:

Brad Mullins, Chairman

Tom Brown, Executive Director



	2023	2024
Coverage	Cincinnati Insurance	<u>Cincinnati Insurance</u>
Property	\$22,954.00	\$25,099.00
General Liability	\$3,242.00	\$2,806.00
Commercial Auto	\$336.00	\$336.00
Cyber Liability - \$500,000 Limit	\$1,103.00	\$1,876.00
Inland Marine (Docks, Equipment, Tools)	\$2,009.00	\$2,009.00
Umbrella	\$3,750.00	\$3,750.00
Terrorism	\$236.00	\$267.00
	\$33,630.00	\$36,143.00

Greenwich Ins.

Greenwich Ins.

Professional Liability/FPLL- \$3,000,000 \$4,942,00 \$4,942,00			
	Professional Liability/EPLI - \$3,000,000	\$4,942.00	\$4,942.00

**Great American** 

**Great American** 

Marine Liability	\$9,758.00	\$5,708.00
Hull Coverage	incl	incl
Marine Excess Liability	incl	\$4,455.00
	\$9,758.00	\$10,163.00

**\$9,758.00** 

Great American no longer offers \$2,000,000 Limit of Liability. An Excess Liability policy will need to be written in 2024 in the amount of \$1,000,000 in order to provide a total limit of \$2,000,000

|--|







April 30, 2024

Lorain Port Authority 319 Black River Lane Lorain, OH 44052

# CINCINNATI PACKAGE COMPARISON

		2023		2024
PROPERTY				
138 Alabama Avenue				
Building	\$	141,932	\$	178,124
Light Poles	\$	21,000	\$	
Picnic Shelter	\$	38,000	\$	
Picnic Shelter	\$	38,000	\$	38,000
Foot of Alabama Avenue				
Building	\$	128,000	\$	141,620
Light Poles	\$	18,000	\$	19,864
Picnic Shelter	\$	32,000	\$	35,315
1355 Black River Parkway				
Building	\$	285,936	\$	315,558
Light Poles	\$	19,000	\$	20,968
Light Poles	\$	26,000	\$	28,693
Picnic Shelter	\$	38,000	\$	41,936
421 Black River Lane				
Building	\$1	,564,360	\$1	1,726,427
Personal Property	\$	21,756	\$	24,009
5 Pavilions	\$	108,000 each	\$	119,188 each
Light Poles	\$	298,000	\$	328,872
Benches	\$	19,000	\$	20,968
Trash Receptacles	\$	8,000	\$	7,828
Stage	\$	339,000	\$	374,120
Picnic Shelter	\$	150,000	\$	165,540
ATM	\$	10,000	\$	11,036
Business Income	\$	100,000	\$	100,000



5311 Leavitt Road Suite 100 Lorain, Ohio 44053 www.SomersAgency.com

440-324-3447 440-233-7131 Fax 440-324-7269



319 Black Riv	/er				
	Building	\$1	1,522,920	\$1	,680,694
	Personal Property	\$	46,620	\$	51,449
	Business Income	\$	100,000	\$	100,000
East Pier/Lake	eside Ave.				
	Brick Walkway	\$	413,000	\$	455,786
	Light Poles	\$	374,000	\$	412,746
	Benches	\$	21,600	\$	23,837
	Building – Observation	\$	145,000	\$	160,022
	Trash Receptacles	\$	13,400	\$	14,788
	Bollards & Chains	\$	208,000	\$	229,548
301 Lakeside					
	Building	\$	942,760	\$1	,182,091
	Business Income	\$	50,000	\$	50,000
	Building	\$	336,700	\$	371,582
	Building	\$	10,360	\$	11,433
	Fences & Gates	\$	33,000	\$	36,418
3807 W. Erie					
	Building	\$	587,000	\$	647,813

## Coverage:

Replacement Cost Special Form Including Theft \$2,500 Deductible 90% Coinsurance Blanket Building and Personal Property Property Power XC+ Endorsement

## GENERAL LIABILITY

General Aggregate	\$2,000,000	\$2,000,000
Products/Completed Operations	\$2,000,000	\$2,000,000
Each Occurrence	\$1,000,000	\$1,000,000
Personal & Advertising Injury	\$1,000,000	\$1,000,000
Damage to Premises Rented to You	\$ 500,000	\$ 500,000
Medical Payments	\$ 5,000	\$ 5,000
Extended Endorsement		

#### **INLAND MARINE**

Electronic Data Processing - \$150,000 Ir	ncluded	in Property	Power XC-	F
Leased/Rented Equipment	\$	25,000	\$	25,000
Deductible	\$	500	\$	500
Miscellaneous Equipment	\$	14,000	\$	14,000
Deductible	\$	500	\$	500

PIERS, WHARVES AND DOCKS Total Limit 3 Floating Docks @ 1355 Black River 2 Floating Docks @ Foot of Alabama Ave. Floating Dock at 421 Black River Lane \$500 Deductible	\$ 142,000	\$ 142,000
AUTOMOBILE		
Hired & Non Owned Autos	\$1,000,000	\$1,000,000
Hired Physical Damage	\$ 35,000	\$ 35,000
Comprehensive Deductible	\$ 250	\$ 250
Collision Deductible	\$ 500	\$ 500
CYBER RISK LIABILITY		
Data Defender Coverage		
<b>Response Expenses</b>		\$500,000, \$5,000 Ded.
Forensic Information Techno	ology	\$250,000
Legal Review Sublimit		\$250,000
Public Relations Services Su	blimit	\$250,000
<b>Defense and Liability</b>		\$500,000, \$5,000 Ded.
Regulatory Fines and Penalti		\$250,000
Payment Card Industry Fines	s & Penalties	\$250,000
Identity Recovery		\$ 25,000, \$250 Ded.
Lost Wages and Child and E		\$ 5,000
Mental Health Counseling St		\$ 1,000
Misc. Unnamed Costs Sublir	nit	\$ 1,000
Network Defender Coverage		
Computer Attack		
Loss of Business Sublimit		\$ 50,000, \$1,000 Ded.
Public Relations Sublimit		\$ 25,000
Cyber Extortion Sublimit		\$ 25,000, \$1,000 Ded.
Network Security Liability & Elec	etronic	
Media Liability		\$ 50,000, \$1,000 Ded.
EXCESS LIABILITY		
Each Occurrence	\$5,000,000	\$5,000,000
Aggregate	\$5,000,000	\$5,000,000

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18		121-123 CALIFORNIA AVE	LORAIN	ОН	44052

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## 42 of 106

DAN KELLEY Somers Agency LLC 5311 Leavitt Rd Ste 100 Lorain, OH 44053 440-324-3447

# **Business Insurance Proposal**

## LORAIN PORT AUTHORITY

C/O:TOM BROWN 319 BLACK RIVER RD LORAIN, OH 44052

## **Proposed Policy Period**

05/15/2024 - 05/15/2027



Everything Insurance Should Be®

cinfin.com

Proposal valid for 60 days from the date quote was created.

This is not a policy.

### PREMIUM SUMMARY

### The Cincinnati Insurance Company

Named Insured: LORAIN PORT AUTHORITY

Address: C/O:TOM BROWN 319 BLACK RIVER RD LORAIN, OH 44052

Somers Agency LLC Agency:

Proposed Policy Period: 05/15/2024 - 05/15/2027

Coverage	Premium	
Commercial Auto	\$336	
Property	\$25,099	
General Liability	\$2,806	
Inland Marine	\$2,009	
Cyber Risk Liability	\$1,876	
Excess	\$3,750	
Terrorism	\$267	
Total Annual Premium	\$36,143.00	

**Total Annual Premium** 

Ask your agent about various billing and payment options.

**General Floater Special Provisions** \$5,000 DEDUCTIBLE APPLIES FOR THE FOLLOWING PERILS:

EARTHQUAKE OR VOLCANIC ERUPTION FLOOD OR SURFACE WATER WIND OR HAIL ICE

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## POLICY NAMED INSURED SCHEDULE

NAME

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PROPERTY

## PROPERTY

Your Cincinnati standard commercial property policy comes loaded with coverages:

- **Buildings** Includes additions under construction, required upgrades and demolition after a loss to meet current building codes and options to purchase an inflation safeguard.
- **Business personal property** While in transit, at trade shows or temporary locations you don't own or lease; leased property used in your business and property owned by others and left in your care.
- Business income and extra expenses Up to \$25,000 to keep your business operating after a covered loss. Higher amounts are available.
- **Extra costs** After a covered loss, your policy may pay for removing debris, cleaning up pollutants, taking inventory, securing appraisals and recharging fire extinguishers.

Consider options to suit your needs today and as your business grows:

- Equipment breakdown coverage Insures the sudden and accidental breakdown of machinery and equipment vital to your business.
- **Utility services** Insures against covered interruptions of utility services to your premises that cause a covered loss to your building, business personal property or loss of income.
- **CinciPlus® commercial property XC®, XC+® and Power options** Bundles coverages for less premium than if you purchased each separately. Ask your agent for more details.

ALL LOCATIONS	LIMIT	PREMIUM
Blanket Information		
Blanket Building	\$6,113,722	
Coinsurance: 100%		
Deductible: 2,500		
Valuation: Replacement Cost		
Agreed Value: No		
Inflation Guard: No		
Margin Clause: No		
Blanket BPP Insured and Others	\$75,458	
Coinsurance: 100%		
Deductible: 2,500		
Valuation: Replacement Cost Including Stock		
Agreed Value: No		
Inflation Guard: No		
Margin Clause: No		
Commercial Property Power Expanded Coverage (XC®) Plus Endorsement		\$1,850.00
Blanket Coverage Limit	\$150,000	
BUILDING LEVEL COVERAGE	LIMIT	PREMIUM

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LOCATION 4 - EAST SIDE OF RIVER, LORAIN, OH 44052

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LOCATION 6 - 145 LAKESIDE AVE, LORAIN, OH 44052

LOCATION 7 - 189 LAKESIDE AVE, LORAIN, OH 44052

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Equipment Breakdown BUILDING 1		\$57.00
Building Coverage	\$178,124	\$422.00
Blanket: Yes		
Modernization: No		
Deductible: 2,500		
Valuation: Replacement Cost		
Agreed Value: No		
Inflation Guard: No		
ACV Provision: No		
Cosmetic Exclusion: No		
BUILDING 2		
Property in the Open	\$23,175	\$58.00

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LORAIN PORT AUTHORITY 5000fte#0603737 V3 Date Prepared 04/30/2024 Proposed Policy Period 05/15/2024 - 05/15/2027

BUILDING LEVEL COVERAGE (cont'd)	LIMIT	PREMIUM
Deductible: 2,500		
Coinsurance: 90%		
Valuation: Replacement Cost		
Agreed Value: No		
Inflation Guard: 4%		
BUILDING 3		
Property in the Open	\$41,936	\$44.00
Deductible: 2,500		
Coinsurance: 90%		
Valuation: Replacement Cost		
Agreed Value: No		
Inflation Guard: 4%		
BUILDING 4		
Property in the Open	\$41,936	\$44.0
Deductible: 2,500		
Coinsurance: 90%		
Valuation: Replacement Cost		
Agreed Value: No		
Inflation Guard: 4%		
OCATION 11 - SOUTHEAST CORNER OF COLORADO, LORAIN, OH	44052	
OCATION 12 - 428 LAKESIDE AVE, LORAIN, OH 44052		
OCATION 13 - 108 COLORADO AVE, LORAIN, OH 44052		
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LIMIT	PREMIUM
	\$24.00
\$141,260	\$150.00
\$19,864	\$50.00
\$35,315	\$37.00
	\$19,864

## LOCATION 23 - 8 ACRES BETWEEN 14TH & 17TH ST, LORAIN, OH 44052

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PROPERTY

BUILDING LEVEL COVERAGE (cont'd)	LIMIT	PREMIUM
LOCATION 24 - BTWN BASCULE BRDG & 8TH & 9TH, LORAIN, OH 4405	52	
LOCATION 25 - 319 LAKESIDE AVE, LORAIN, OH 44052		
LOCATION 26 - 1355 BLACK RIVER RD, LORAIN, OH 44052		
Equipment Breakdown BUILDING 1		\$92.00
Building Coverage Blanket: Yes Modernization: No Deductible: 2,500 Valuation: Replacement Cost Agreed Value: No Inflation Guard: No ACV Provision: No Cosmetic Exclusion: No	\$315,558	\$749.00
BUILDING 2		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$20,968	\$53.00
BUILDING 3		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$28,693	\$72.00
BUILDING 4		
Property in the Open Deductible: 2,500 Coinsurance: 90%	\$41,936	\$44.00

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PROPERTY

BUILDING LEVEL COVERAGE (cont'd)	LIMIT	PREMIUM
Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%		
LOCATION 27 - 138 LAKESIDE AVE, LORAIN, OH 44052		
LOCATION 28 - 144 LAKESIDE AVE, LORAIN, OH 44052		
LOCATION 29 - 421 BLACK RIVER RD, LORAIN, OH 44052		
Equipment Breakdown BUILDING 1		\$678.00
Building Coverage Blanket: Yes Modernization: No Deductible: 2,500 Valuation: Replacement Cost Agreed Value: No Inflation Guard: No ACV Provision: No Cosmetic Exclusion: No	\$1,726,427	\$4,093.00
Business Income - Monthly Limit of Indemnity Extra Expense: Yes Waiting Period Deductible: Zero Monthly Limitation: 1/3	\$100,000	\$387.00
BPP - Insured & Others Blanket: Yes Deductible: 2,500 Valuation: Replacement Cost Including Stock Agreed Value: No Inflation Guard: No	\$24,009	\$91.00
BUILDING 2		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No	\$328,872	\$835.00

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BUILDING LEVEL COVERAGE (cont'd)	LIMIT	PREMIUN
Inflation Guard: 4%		
BUILDING 3		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$20,968	\$138.00
BUILDING 4		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$8,828	\$9.00
BUILDING 5		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$119,188	\$127.00
BUILDING 6		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$119,188	\$127.00
BUILDING 7		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$119,188	\$127.00

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BUILDING LEVEL COVERAGE (cont'd)	LIMIT	PREMIUM
BUILDING 8		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4% BUILDING 9	\$119,188	\$127.00
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$119,188	\$127.00
BUILDING 10		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$374,120	\$404.00
BUILDING 11		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$165,540	\$175.00
BUILDING 12		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$11,036	\$12.00

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PROPERTY

### PREMIUM **BUILDING LEVEL COVERAGE (cont'd)** LIMIT LOCATION 30 - N OF 14TH EAST OF BROADWAY, LORAIN, OH 44052 LOCATION 31 - 319 BLACK RIVER RD, LORAIN, OH 44052 \$449.00 **Equipment Breakdown BUILDING 1 Building Coverage** \$1,680,694 \$3,983.00 Blanket: Yes Modernization: No Deductible: 2,500 Valuation: Replacement Cost Agreed Value: No Inflation Guard: No ACV Provision: No Cosmetic Exclusion: No **Business Income - Monthly Limit of Indemnity** \$100,000 \$307.00 Extra Expense: Yes Waiting Period Deductible: Zero Monthly Limitation: 1/3 \$195.00 **BPP** - Insured & Others \$51,449 Blanket: Yes Deductible: 2,500 Valuation: Replacement Cost Including Stock Agreed Value: No Inflation Guard: No LOCATION 32 - EAST PIER/LAKESIDE AVENUE, LORAIN, OH 44052 **Equipment Breakdown** \$266.00 **BUILDING 1 Property in the Open** \$455,786 \$1,158.00

Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%

**BUILDING 2** 

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BUILDING LEVEL COVERAGE (cont'd)	LIMIT	PREMIUM
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$412,746	\$1,049.00
BUILDING 3		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$23,837	\$25.00
BUILDING 4		
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4% BUILDING 5	\$160,022	\$170.00
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4% BUILDING 6	\$14,788	\$16.00
Property in the Open Deductible: 2,500 Coinsurance: 90% Valuation: Replacement Cost Agreed Value: No Inflation Guard: 4%	\$229,548	\$243.00

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BUILDING LEVEL COVERAGE (cont'd)	LIMIT	PREMIUM
LOCATION 33 - 301 LAKESIDE AVE, LORAIN, OH 44052		
Equipment Breakdown BUILDING 1		\$395.00
Building Coverage Blanket: Yes Modernization: No Deductible: 2,500 Valuation: Replacement Cost Agreed Value: No Inflation Guard: No ACV Provision: No	\$1,182,091	\$2,802.00
Cosmetic Exclusion: No		
Business Income - Monthly Limit of Indemnity Extra Expense: Yes Waiting Period Deductible: Zero Monthly Limitation: 1/3	\$50,000	\$150.00
BUILDING 2		
Building CoverageBlanket: YesModernization: NoDeductible: 2,500Valuation: Replacement CostAgreed Value: NoInflation Guard: NoACV Provision: NoCosmetic Exclusion: NoBUILDING 3	\$371,582	\$881.00
Building Coverage         Blanket: Yes         Modernization: No         Deductible: 2,500         Valuation: Replacement Cost         Agreed Value: No         Inflation Guard: No         ACV Provision: No	\$11,433	\$27.00

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Cosmetic Exclusion: No



BUILDING LEVEL COVERAGE (cont'd)	LIMIT	PREMIUM
BUILDING 4		
Property in the Open	\$36,418	\$91.00
Deductible: 2,500		
Coinsurance: 90%		
Valuation: Replacement Cost		
Agreed Value: No		
Inflation Guard: 4%		
LOCATION 34 - 3807 W ERIE AVE, LORAIN, OH 44053		
Equipment Breakdown		\$154.00
BUILDING 1		
Building Coverage	\$647,813	\$1,535.00
Blanket: Yes		
Modernization: No		
Deductible: 2,500		
Valuation: Replacement Cost		
Agreed Value: No		
Inflation Guard: No		
ACV Provision: No		
Cosmetic Exclusion: No		
TOTAL PROPERTY PREMIUM		\$25,099.00

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## **GENERAL LIABILITY**

Cincinnati liability insurance helps to financially protect you and your assets, leaving you free to focus on your business. Your policy comes with loss control services to help you manage risk and includes:

- coverage for injury or damage caused by the goods you've sold or work you've performed; for offenses
  arising out of the advertising of your goods and services; and for false arrest, libel, slander and wrongful
  eviction of others
- coverage for personal and advertising injury arising out of an insured contract
- contractually assumed defense costs provided outside of policy limits
- a general aggregate limit that automatically applies separately at each location (for ongoing operations) owned by, or rented or leased to you and to each construction project (for ongoing operations)

Your agent can help you tailor an insurance program specific to your needs, choosing from a variety of coverage options:

- Broadened General Liability Increases limits or adds coverage in one convenient form for employee benefit liability, automatic additional insured for specified relationships, expanded legal liability coverage for premises rented to you and medical payments.
- Employee Benefits Liability Covers your errors and omissions in administrating your employee benefits, such as accidentally failing to enroll an employee in an offered plan.
- Employment Practices Liability Insurance (EPLI) Covers claims of wrongful termination and age or sex discrimination.
- Sexual Misconduct Liability Provides legal liability coverage for damages because of injury arising out of sexual misconduct or molestation.
- Worldwide Business Liability Protects you when doing business in most parts of the world.

#### Premises Operations and Products/Completed Operations

Occurrence Limit: \$1,000,000

General Aggregate: \$2,000,000

Products Aggregate Limit: \$2,000,000

Personal and Advertising Injury Limit: \$1,000,000

**Exclusion Personal and Advertising Injury: No** 

Exclusion Damage to Premises Rented to You: No

Exclusion Employees and Volunteer Workers as Insureds: No

Medical Payments: \$5,000

Excess Med Pay: No

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**GENERAL** 

ALL LOCATIONS	LIMIT	PREMIUM
BI Exception to Pollutant Exclusion		\$200.00
Extended Liability		\$125.00
Classification Description	Premium Basis	Premium
91583 CONTRACTORS-SUB WORK-CONST,ETC.1 OR 2 FAMILY	Total Cost	<u></u>
Prem/Op Exposure: If Any		STA
Prod/CO Exposure: If Any		STA
Deductible Basis: Per Claim		
Premises Deductible Type: Combined BI & PD		
Premises Deductible: 1,000		
Products Deductible Type: Combined BI & PD		
Products Deductible: 1,000		
LOCATION 1 - 159 LAKESIDE AVE, LORAIN, OH 44052		
Classification Description	Premium Basis	<u>Premium</u>
49452 VACANT LAND - NFP	Each	
Prem/Op Exposure: 1		\$3.00
Prod/CO Exposure: Included		Included
LOCATION 2 - 179 LAKESIDE AVE, LORAIN, OH 44052		
Classification Description	<u>Premium Basis</u>	<u>Premium</u>
49452 VACANT LAND - NFP	Each	
Prem/Op Exposure: 1		\$3.00
Prod/CO Exposure: Included		Included
LOCATION 3 - WEST FINGER PIER, LORAIN, OH 44052		
Classification Description	<b>Premium Basis</b>	<u>Premium</u>
46604 PARKING-PUBLIC-OPEN AIR	Gross Sales	
Prem/Op Exposure: 2,000		\$8.00
Prod/CO Exposure: Included		Included
Classification Description	Premium Basis	<u>Premium</u>
46671 PARKS OR PLAYGROUNDS	Each	
Prem/Op Exposure: 1		\$416.00
Prod/CO Exposure: Included		Included
LOCATION 4 - EAST SIDE OF RIVER, LORAIN, OH 44052		
Classification Description	Premium Basis	<u>Premium</u>
46604 PARKING-PUBLIC-OPEN AIR	Gross Sales	
Prem/Op Exposure: 2,000		\$8.00
Prod/CO Exposure: Included		Included

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GENERAL

ALL LOCATIONS (cont'd)	LIMIT	PREMIUM
LOCATION 5 - 221 LAKESIDE AVE, LORAIN, OH 44052		
<u>Classification Description</u> 49452 VACANT LAND - NFP	<u>Premium Basis</u> Each	<u>Premium</u>
Prem/Op Exposure: 1		\$3.00
Prod/CO Exposure: Included		Included
LOCATION 6 - 145 LAKESIDE AVE, LORAIN, OH 44052		
<u>Classification Description</u> 49452 VACANT LAND - NFP	<u>Premium Basis</u> Each	<u>Premium</u>
Prem/Op Exposure: 1		\$3.00
Prod/CO Exposure: Included		Included
LOCATION 7 - 189 LAKESIDE AVE, LORAIN, OH 44052		
<u>Classification Description</u> 49452 VACANT LAND - NFP	<u>Premium Basis</u> Each	<u>Premium</u>
Prem/Op Exposure: 1		\$3.00
Prod/CO Exposure: Included		Included
LOCATION 8 - 169 LAKESIDE AVE, LORAIN, OH 44052		
Classification Description	<u>Premium Basis</u>	<u>Premium</u>
49452 VACANT LAND - NFP	Each	
Prem/Op Exposure: 1		\$3.00
Prod/CO Exposure: Included		Included
LOCATION 9 - 153 LAKESIDE AVE, LORAIN, OH 44052		
Classification Description	Premium Basis	<u>Premium</u>
49452 VACANT LAND - NFP	Each	
Prem/Op Exposure: 1		\$3.00
Prod/CO Exposure: Included		Included
LOCATION 10 - 138 ALABAMA AVE, LORAIN, OH 44052		
Classification Description	<u>Premium Basis</u>	<u>Premium</u>
61217 BUILD./PRM.BK/OFF,MRC,MFG,MAINT-INS LRO-OTNFP	Area	
Prem/Op Exposure: 1,120		\$27.00
Prod/CO Exposure: Included		Included
LOCATION 11 - SOUTHEAST CORNER OF COLORADO, LORAIN, C	DH 44052	
Classification Description	<u>Premium Basis</u>	<u>Premium</u>
49452 VACANT LAND - NFP	Each	
Prem/Op Exposure: 1		\$3.00
Prod/CO Exposure: Included		Included

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ALL LOCATIONS (cont'd)	LIMIT	PREMIUM
LOCATION 12 - 428 LAKESIDE AVE, LORAIN, OH 44052		
<u>Classification Description</u> 49452 VACANT LAND - NFP	<u>Premium Basis</u> Each	<u>Premium</u>
Prem/Op Exposure: 1 Prod/CO Exposure: Included		\$3.00 Included
LOCATION 13 - 108 COLORADO AVE, LORAIN, OH 44052		
Classification Description 49452 VACANT LAND - NFP	<u>Premium Basis</u> Each	<u>Premium</u>
Prem/Op Exposure: 1 Prod/CO Exposure: Included		\$3.00 Included
LOCATION 14 - 112-114 COLORADO AVE, LORAIN, OH 44052		
<u>Classification Description</u> 49452 VACANT LAND - NFP	<u>Premium Basis</u> Each	<u>Premium</u>
Prem/Op Exposure: 1 Prod/CO Exposure: Included		\$3.00 Included
LOCATION 15 - 521 LAKESIDE AVE, LORAIN, OH 44052		
<u>Classification Description</u> 49452 VACANT LAND - NFP	<u>Premium Basis</u> Each	<u>Premium</u>
Prem/Op Exposure: 1 Prod/CO Exposure: Included		\$3.00 Included
LOCATION 16 - 126 LAKESIDE AVE, LORAIN, OH 44052		
<u>Classification Description</u> 49452 VACANT LAND - NFP	<u>Premium Basis</u> Each	<u>Premium</u>
Prem/Op Exposure: 1 Prod/CO Exposure: Included		\$3.00 Included
LOCATION 17 - 125 ALABAMA AVE, LORAIN, OH 44052		
<u>Classification Description</u> 49452 VACANT LAND - NFP	<u>Premium Basis</u> Each	<u>Premium</u>
Prem/Op Exposure: 1 Prod/CO Exposure: Included		\$3.00 Included
LOCATION 18 - 121-123 CALIFORNIA AVE, LORAIN, OH 44052		
<u>Classification Description</u> 49452 VACANT LAND - NFP	<u>Premium Basis</u> Each	<u>Premium</u>
Prem/Op Exposure: 1 Prod/CO Exposure: Included		\$3.00 Included

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ALL LOCATIONS (cont'd)	LIMIT	PREMIUM
LOCATION 19 - 205 LAKESIDE AVE, LORAIN, OH 44052		
<u>Classification Description</u> 49452 VACANT LAND - NFP	<u>Premium Basis</u> Each	<u>Premium</u>
Prem/Op Exposure: 2		\$7.00
Prod/CO Exposure: Included		Included
LOCATION 20 - 223 LAKESIDE AVE, LORAIN, OH 44052		
Classification Description	<u>Premium Basis</u>	<u>Premium</u>
49452 VACANT LAND - NFP	Each	
Prem/Op Exposure: 3		\$10.00
Prod/CO Exposure: Included		Included
LOCATION 21 - FOOT OF ALABAMA AVE, LORAIN, OH 44052		
Classification Description	Premium Basis	<u>Premium</u>
49802 WHARF & WATERFRONT PROP.N/OCCINSLSR'S RSK	Area	
Prem/Op Exposure: 100		\$2.00
Prod/CO Exposure: Included		Included
LOCATION 22 - RIVERSIDE PARK, LORAIN, OH 44052		
Classification Description	Premium Basis	<u>Premium</u>
46671 PARKS OR PLAYGROUNDS	Each	• • • • • • • •
Prem/Op Exposure: 1		\$416.00
Prod/CO Exposure: Included		Included
LOCATION 23 - 8 ACRES BETWEEN 14TH & 17TH ST, LORAIN, OH	44052	
Classification Description	Premium Basis	<u>Premium</u>
49452 VACANT LAND - NFP	Each	•
Prem/Op Exposure: 8		\$27.00
Prod/CO Exposure: Included		Included
LOCATION 24 - BTWN BASCULE BRDG & 8TH & 9TH, LORAIN, OH		
Classification Description	<u>Premium Basis</u>	<u>Premium</u>
49452 VACANT LAND - NFP	Each	<b>\$</b> 0.00
Prem/Op Exposure: 1		\$3.00
Prod/CO Exposure: Included		Included
LOCATION 25 - 319 LAKESIDE AVE, LORAIN, OH 44052		
<u>Classification Description</u> 49452 VACANT LAND - NFP	<u>Premium Basis</u> Each	<u>Premium</u>
Prem/Op Exposure: 1	Each	\$3.00
Prod/CO Exposure: Included		as.uu Included
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ALL LOCATIONS (cont'd)	LIMIT	PREMIUM
LOCATION 26 - 1355 BLACK RIVER RD, LORAIN, OH 44052		
Classification Description	Premium Basis	<u>Premium</u>
61217 BUILD./PRM.BK/OFF,MRC,MFG,MAINT-INS LRO-OTNFP	Area	
Prem/Op Exposure: 1,200		\$29.00
Prod/CO Exposure: Included		Included
Classification Description	Premium Basis	<u>Premium</u>
49802 WHARF & WATERFRONT PROP.N/OCCINSLSR'S RSK	Area	
Prem/Op Exposure: 600		\$11.00
Prod/CO Exposure: Included		Included
LOCATION 27 - 138 LAKESIDE AVE, LORAIN, OH 44052		
Classification Description	Premium Basis	Premium
49452 VACANT LAND - NFP	Each	
Prem/Op Exposure: 1		\$3.00
Prod/CO Exposure: Included		Included
LOCATION 28 - 144 LAKESIDE AVE, LORAIN, OH 44052		
Classification Description	Premium Basis	<u>Premium</u>
49452 VACANT LAND - NFP	Each	
Prem/Op Exposure: 1		\$3.00
Prod/CO Exposure: Included		Included



GENERAL

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ALL LOCATIONS (cont'd)	LIMIT	PREMIUM
LOCATION 29 - 421 BLACK RIVER RD, LORAIN, OH 44052		
Classification Description	<u>Premium Basis</u>	<u>Premium</u>
44276 HALLS - OT NFP	Area	
Prem/Op Exposure: 5,000		\$690.00
Prod/CO Exposure: Included		Included
Classification Description	Premium Basis	<u>Premium</u>
61217 BUILD./PRM.BK/OFF,MRC,MFG,MAINT-INS LRO-OTNFP	Area	
Prem/Op Exposure: 800		\$19.00
Prod/CO Exposure: Included		Included
Classification Description	<u> Premium Basis</u>	<u>Premium</u>
61217 BUILD./PRM.BK/OFF,MRC,MFG,MAINT-INS LRO-OTNFP	Area	
Prem/Op Exposure: 800		\$19.00
Prod/CO Exposure: Included		Included
Classification Description	<u> Premium Basis</u>	<u>Premium</u>
61217 BUILD./PRM.BK/OFF,MRC,MFG,MAINT-INS LRO-OTNFP	Area	
Prem/Op Exposure: 800		\$19.00
Prod/CO Exposure: Included		Included
Classification Description	Premium Basis	<u>Premium</u>
61217 BUILD./PRM.BK/OFF,MRC,MFG,MAINT-INS LRO-OTNFP	Area	• • • • • •
Prem/Op Exposure: 800		\$19.00
Prod/CO Exposure: Included		Included
Classification Description	<u>Premium Basis</u>	<u>Premium</u>
61217 BUILD./PRM.BK/OFF,MRC,MFG,MAINT-INS LRO-OTNFP	Area	• • • • • •
Prem/Op Exposure: 800		\$19.00
Prod/CO Exposure: Included		Included
LOCATION 30 - N OF 14TH EAST OF BROADWAY, LORAIN, OH 44052		
Classification Description	Premium Basis	Premium
49452 VACANT LAND - NFP	Each	
Prem/Op Exposure: 24		\$81.00
Prod/CO Exposure: Included		Included
LOCATION 31 - 319 BLACK RIVER RD, LORAIN, OH 44052		
Classification Description	<u>Premium Basis</u>	<u>Premium</u>
61226 BUILD./PREM./OFFICE-OT NFP	Area	
Prem/Op Exposure: 2,000		\$138.00
Prod/CO Exposure: Included		Included

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GENERAL

ALL LOCATIONS (cont'd)	LIMIT	PREMIUM
LOCATION 32 - EAST PIER/LAKESIDE AVENUE, LORAIN, OH 44052		
<u>Classification Description</u> 49802 WHARF & WATERFRONT PROP.N/OCCINSLSR'S RSK Prem/Op Exposure: 10,000 Prod/CO Exposure: Included	<u>Premium Basis</u> Area	Premium \$187.00 Included
LOCATION 33 - 301 LAKESIDE AVE, LORAIN, OH 44052		
Classification Description 61217 BUILD./PRM.BK/OFF,MRC,MFG,MAINT-INS LRO-OTNFP Prem/Op Exposure: 6,425 Prod/CO Exposure: Included Classification Description 61217 BUILD./PRM.BK/OFF,MRC,MFG,MAINT-INS LRO-OTNFP Prem/Op Exposure: 2,774 Prod/CO Exposure: Included	<u>Premium Basis</u> Area <u>Premium Basis</u> Area	Premium \$156.00 Included Premium \$67.00 Included
LOCATION 34 - 3807 W ERIE AVE, LORAIN, OH 44053 <u>Classification Description</u> 68703 WAREHOUSES - OCCUPIED BY SINGLE INTEREST(LRO) Prem/Op Exposure: 8,340 Prod/CO Exposure: Included	<u>Premium Basis</u> Area	<u>Premium</u> \$49.00 Included
TOTAL GENERAL LIABILITY PREMIUM		\$2,806.00

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GENERAL

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## **CYBER RISK LIABILITY**

#### **CINCINNATI DATA DEFENDER COVERAGE**

Data breach is a growing issue for every business that collects and stores personal information about customers, employees and others. A breach of your data can result in the loss, theft or unplanned release of sensitive information, adding to your costs to respond and potentially harming your customer relationships and reputation. In addition, most states have notification requirements that you must comply with following a breach.

Cincinnati Data Defender insurance provides coverages and services that help you determine your notification requirements, fulfill them in a timely manner and pays for the services you use to carry out your breach response responsibilities. This protection also pays defense and liability costs if legal action is brought against your business and provides identity theft coverage. In addition, policyholders gain access to an online portal offering training, best practices and other tools to help you manage cyber risk liability exposures before a cyberattack. You also gain access through the portal to complimentary pre-breach consulting service calls for up to one hour each with highly qualified breach attorneys and cyber security experts.

#### **CINCINNATI NETWORK DEFENDER COVERAGE**

Cincinnati Data Defender Coverage

In today's digital world, the loss of business data or computer systems from a computer attack is disruptive to operations and recovery can be costly. In addition, liability resulting from insufficient systems security can lead to expensive litigation.

Cincinnati Network Defender protection pays covered costs associated with restoring computer systems, responding to a ransomware attack and recovering data following a computer attack. It also covers your business for third-party liabilities caused by a computer system security failure or your electronic communications. This coverage also gives you access to an online portal offering news, information and tools to help you mitigate a hacking event, virus infection or other cyberattack before they occur. You also gain access through the portal to complimentary consulting service calls for up to one hour each with highly qualified breach attorneys and cyber security experts.

CTIBLE
\$5,000
\$5,000
\$250

This is not a policy. For a complete statement of coverages and exclusions, please see the policy contract. This quote is based on information supplied by you. It is subject to any pending rules and rate filings and normal underwriting considerations, including acceptable loss experiences, favorable inspections and acceptable motor vehicle reports. Pricing offered in this quote is based on the total coverage offered. Please review the quote carefully for coverages, premiums, and policy terms and conditions.

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Miscellaneous Unnamed Costs Sublimit	\$1,000	
Retroactive Date: 05/15/2018		
Cincinnati Data Defender Coverage Premium		\$1,100.00
Cincinnati Network Defender Coverage		
INSURING AGREEMENT	LIMIT	DEDUCTIBLE
A. Computer Attack	\$500,000	\$10,000
Loss of Business Sublimit	\$250,000	
Public Relations Sublimit	\$250,000	
Cyber Extortion Sublimit	\$25,000	\$1,000
B. Network Security Liability and Electronic Media Liability	\$500,000	\$10,000
Retroactive Date: 05/15/2021		
Cincinnati Network Defender Coverage Premium		\$776.00
TOTAL CYBER RISK LIABILITY PREMIUM		\$1,876.00





## **INLAND MARINE**

Virtually every business needs inland marine insurance for items not confined to one location, such as computers, mobile equipment and products in transit.

Cincinnati Insurance provides an array of competitive coverage forms tailored for your unique insurance needs, including:

- Contractors' equipment
- Builders' risk
- Transportation coverage
- Electronic data processing equipment
- Installation floaters

We work closely with your independent agent to provide the insurance protection that you need.

ALL LOCATIONS	LIMIT	PREMIUM
Contractors Equipment		
Coinsurance: 80%		
Your Tools		\$390.00
Any One Tool	\$1,000	
Any One Occurrence	\$14,000	
Deductible: 500Flat		
Valuation: ACV		
General Floater	\$142,000	\$1,619.00
Deductible: 500		
TOTAL INLAND MARINE PREMIUM		\$2,009.00

This is not a policy. For a complete statement of coverages and exclusions, please see the policy contract. This quote is based on information supplied by you. It is subject to any pending rules and rate filings and normal underwriting considerations, including acceptable loss experiences, favorable inspections and acceptable motor vehicle reports. Pricing offered in this quote is based on the total coverage offered. Please review the quote carefully for coverages, premiums, and policy terms and conditions.

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## **COMMERCIAL AUTO**

All businesses have a need for automobile coverage, whether for hired and nonowned autos or a fleet of business vehicles you own. Your Cincinnati auto policy includes:

- A broad definition of insured, including yourself and in most cases anyone else using a covered auto with your permission
- Worldwide coverage when traveling in most locations
- Coverage for newly acquired autos for up to 30 days
- Defense costs outside of policy limits, saving your policy limits
- Multiple coverage extensions that add value, such as:
  - \$2,000 for costs of bail bonds required because of a covered accident
  - \$250/day for loss of earnings for time off work at our request
  - Transportation expenses up to \$20/day, \$600 maximum after theft of a covered private passenger auto.
  - Loss of use coverage up to \$20/day, \$600 maximum, for qualified losses

More Cincinnati advantages:

- Package your Cincinnati policies for convenience.
- Insure a range of vehicle types, including specialized vehicles unique to your operations.
- Receive help from a loss control representative to help you manage your auto risk.
- Choose from an array of optional coverages to tailor your policy. Consider our most popular one, the CinciPlus® Business Auto XC® Endorsement, which adds a bundle of auto coverages for less premium than if you purchased each separately.

### **Policy Limits**

Liability: CSL \$1,000,000 (OH)

### **Additional Auto Coverages**

Coverage	Liab	MP	OTC DED	COLL DED	UM/UIM	Limit	Premium
Hired and Non-Owned Auto Liability	Yes						\$133.00
Hired Car Physical Damage			\$250	\$500		\$35,000	\$203.00

### TOTAL COMMERCIAL AUTO PREMIUM

\$336.00

This is not a policy. For a complete statement of coverages and exclusions, please see the policy contract. This quote is based on information supplied by you. It is subject to any pending rules and rate filings and normal underwriting considerations, including acceptable loss experiences, favorable inspections and acceptable motor vehicle reports. Pricing offered in this quote is based on the total coverage offered. Please review the quote carefully for coverages, premiums, and policy terms and conditions.

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EXCESS

## **EXCESS**

Commercial excess policies provide additional liability limits over scheduled policies.

- Cincinnati Insurance commercial excess liability policies provide:
  - availability of limits up to \$25 million
  - no self-insured retention, except where required by law
  - follow-form defense and supplementary payments in addition to the limit of liability

ALL LOCATIONS	LIMIT	PREMIUM
Excess Liability		\$3,750.00
Occurrence	\$5,000,000	
Aggregate	\$5,000,000	
TOTAL EXCESS PREMIUM		\$3,750.00

### **EXCESS UMBRELLA NAMED INSUREDS**

This is not a policy. For a complete statement of coverages and exclusions, please see the policy contract. This quote is based on information supplied by you. It is subject to any pending rules and rate filings and normal underwriting considerations, including acceptable loss experiences, favorable inspections and acceptable motor vehicle reports. Pricing offered in this quote is based on the total coverage offered. Please review the quote carefully for coverages, premiums, and policy terms and conditions.



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The Cincinnati Insurance Companies

#### **Business Insurance**

### **TERRORISM COVERAGE**



Everything Insurance Should Be®

#### What is the Terrorism Act?

The Terrorism Risk Insurance Act of 2002 established a program under which the federal government shares with the insurance industry the risk of loss from certain future acts of terrorism, and – in the case of workers' compensation coverage – loss from acts of war.

The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. Terrorism is a violent act or an act dangerous to life, property or infrastructure committed by an individual or individuals as part of an effort to coerce the population or government of the United States that results in aggregate losses of \$5 million or more.

#### Your new insurance proposal includes terrorism coverage

In compliance with the Act, we offer on this proposal terrorism coverage for lines of business on which the Act applies. Terrorism coverage is limited to acts certified under the federal program and by the terms, conditions, exclusions, limits, endorsements, provisions of your policy and any applicable laws to which this coverage quote applies.

Your Premium Summary shows the total charges for terrorism coverage. Cincinnati charges premiums for terrorism coverage based only on our portion of the potential losses and not the federal government's portion paid under the Act. While we encourage policyholders to keep terrorism coverage, you may reject coverage by signing a rejection form, which your independent agent representing Cincinnati can provide.

#### **Renewal policies**

When you are renewing a policy, your renewal proposal will include the terrorism coverage described above, even if you previously signed a rejection statement for one or more lines of insurance.

- To purchase this coverage, please contact your agent for additional information.
- If you *do not* wish to purchase the proposed terrorism coverage, please complete and sign a new rejection form that your agent can provide.

Thank you for trusting your agent and Cincinnati to protect your business.

For information, coverage availability in your state, quotes or policy service, please contact your local independent agent recommending coverage.

This is not a policy. For a complete statement of the coverages and exclusions, please see the policy contract. "The Cincinnati Insurance Companies", "Cincinnati Insurance" and "Cincinnati" refer to member companies of the insurer group providing property and casualty coverages through The Cincinnati Insurance Company or one of its wholly owned subsidiaries – The Cincinnati Indemnity Company or The Cincinnati Casualty Company. Each insurer has sole financial responsibility for its own products. Not all subsidiaries operate in all states. Do not reproduce or post online, in whole or in part, without written permission. © 2018 The Cincinnati Insurance Company. 6200 S. Gilmore Road, Fairfield, OH 45014-5141.



#### RESOLUTION NO. 2024-

## A RESOLUTION AUTHORIZING PAYMENT TO SOMERS AGENCY, LLC FOR INSURANCE COVERAGE POLICIES FOR THE AGENCY.

**WHEREAS**, due to various cost increases it is necessary for the Board of Directors to authorize payment for said insurance costs.

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

**SECTION I.** That the Executive Director or his designee is authorized to provide payment to Somers Agency, LLC for Insurance Coverage for the sum of Fifty-One Thousand Two Hundred Forty-Eight Dollars (\$51,248.00).

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

Ayes:

Nays:

Abstain:

Adopted:

Brad Mullins, Chairman

Tom Brown, Executive Director

#### Leadership Lorain County Internship Program Summer 2024 Memorandum of Understanding

#### **RE:** Student's Name: Olivia Stacklin Financial Support: Community Foundation

This **Memorandum of Understanding** is made and entered into between **Leadership Lorain County's Internship Program**, hereinafter called **"LLCIP"** and the **Lorain Port Authority**, hereinafter called the "Agency", **Federal Tax ID**\_\_\_\_\_.

WHEREAS, LLCIP desires to promote professional development through assignment of individuals on a short-term basis with agencies and organizations,

WHEREAS, the Agency believes that it can provide a reasonable learning situation for such individuals on the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, LLCIP and Agency agree as follows:

#### 1. TERM

The term of this agreement shall be for a ten-week period to occur within the dates of May 25, 2024, through August 2, 2024, unless otherwise noted by the internship agency/site.

#### 2. COST

- A. LLCIP agrees to provide payment to the agency in the amount of up to \$1,875 which represents 50% of the intern's total salary. The disbursements will be made in two payments of \$937.50. The first payment will be made on or about July 1, 2024; the second payment will be made on or about August 15, 2024.
- **B.** The Agency agrees to provide the remaining 50% of the total internship salary. The Agency also agrees to be responsible for the costs involving FICA, Workers' Compensation and for the preparation and filing of withholding statements and similar forms and payroll matters, which are solely the responsibility of the Agency.

#### **3. DUTIES OF THE AGENCY**

- The Agency agrees to provide work experience as described in the Agency's original proposal. If changes are made to the original description, the Internship Coordinator must approve the changes.
- The Agency agrees to supervise the intern assigned by LLCIP for the term set forth in Section 1 of this memorandum.
- The Agency agrees to periodic on-site visits and follow-up phone calls by Leadership Lorain County's Internship Coordinator (Jennifer Gercak) or designated staff person(s) (Julie Cruz Blair/Margarita Padua), or LLCIP Program Assistant/student representative.

• The Agency agrees that interns must participate in group meetings sponsored by the LLCIP. These meetings are to provide additional educational and networking experience to the LLCIP interns. These meetings **are not** included in the intern's **30-hour** work schedule unless otherwise noted by intern agency/site. Most of the meetings are held from **9:00AM to 12:00** (**noon**) unless otherwise stated and will be held on Fridays of each week. The schedule is attached.

The Agency agrees that the intern's supervisor or a representative from the organization will be in attendance at the Recognition Celebration on Wednesday, July 31<sup>st</sup>, 2024, from 5:30 PM to 7:00 PM. Formal invitation to follow.

#### **4. DUTIES OF LLCIP**

LLCIP agrees to conduct an **Orientation**, **6 intern workshops**, **a Community Project** and **3 on-site visits**, **a Networking and Speed Interview Event and additional mentoring by LLC Alumni in our community.** LLCIP agrees to maintain consistent contact with all participating Agencies and Interns. (In the event of any health or safety concerns, workshops, Community Project, and all additional programming may be canceled, rescheduled, or hosted virtually to ensure the health and safety of all involved.)

#### **5. INSURANCE**

During the performance of services described in the Agreement, the Agency shall cover the intern by Workers' Compensation in accordance with the requirement of the State in which the intern is assigned and by the Employer's Liability Policy limited to the amount of \$1,000,000.00.

#### **6. TERMINATION**

Without waiving any other rights it may have, LLCIP reserves the right to recall the intern in the event of failure by the Agency to perform any of its obligations herein. The Agency may, if it is reasonably determined that the intern is inadequately or incompetently performing the work assigned pursuant to this Agreement, send written notice of intent to terminate ten (10) days in advance and agrees to return any unused grant funds to Leadership Lorain County.

#### 7. REPORTING REQUIREMENTS

Intern time sheets must be signed by the Agency supervisor at the end of each of the 10 weeks. (emailing the digital format from the Agency supervisor is equivalent to signature when applicable.)

After the internship program is concluded, the Agency shall submit to LLCIP a **"Project and Intern Evaluation".** The form will be provided by Leadership Lorain County.

#### 8. INFORMATION DISCLOSURE

In the course of the intern's assignment, the intern might have exposure and/or access to valuable proprietary and confidential information of the Agency. The Agency shall be responsible for obtaining and enforcing any agreement concerning said information from the intern. All student interns will sign a **Confidentiality Agreement** at Orientation.

#### 9. REFERRAL OF CANDIDATES

Candidates for internships have been referred without regard to race, age, religion, national origin, political or union affiliation, marital status, or sex. Physical or mental handicaps will be considered only as they may relate to bona fide job requirements.

#### **10. RIGHT TO AMENDMENTS**

No alteration of the terms of this **Memorandum of Understanding** shall be valid unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on:

Date\_\_\_\_\_ Agency Intern Supervisor\_\_\_\_\_

Agency CEO/Executive Director\_\_\_\_\_

Date\_\_\_\_\_ LLC Internship Coordinator \_\_\_\_\_

Leadership Lorain County President & CEO

**NOTE:** Please sign this Memorandum of Understanding and send it back to our LLC office. After the Leadership Lorain County Executive Director signs this form a copy will be made. The Agency will receive the original and LLC will keep a copy.

#### RESOLUTION NO. 2024-\_\_\_

#### A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH LEADERSHIP LORAIN COUNTY IN REGARD TO SUMMER INTERN STAFFING.

**WHEREAS**, the Lorain Port Authority has historically entered into agreements with Leadership Lorain County to provide a summer intern for the Agency; and

**WHEREAS**, it is the desire of the Lorain Port Authority to hire two summer interns through the Leadership Lorain County Internship Program for the 2024 summer months.

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

**SECTION I.** That the Executive Director or his designee is authorized to enter into an Agreement with Leadership Lorain County regarding staffing and funding of the Summer Intern Program.

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

Ayes:

Nays:

Abstain:

Adopted:

Brad Mullins, Chairman

Tom Brown, Executive Director

LORAIN PORT AUTHORITY, LORAIN COUNTY
Fund Summary

April 2024

Fund #	Fund Name	Starting Fund Balance	Month To Date Revenue	Year To Date Revenue	Month To Date Expenditures	Year To Date Expenditures	Ending Fund Balance	Current Reserve for Encumbrance	Unencumbered Fund Balance
1000	General	\$1,138,867.70	\$78,492.83	\$512,725.48	\$341,905.74	\$554,900.18	\$875,454.79	\$353,617.24	\$521,837.55
2051	USEPA Brownfield Assessment Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$465,987.22	(\$465,987.22)
2061	Marine Patrol Program	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2901	Inclusive Project Planning	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4202	Port & Parks Bike Trail Station	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4901	BRL Stage Capital Projects	\$371,297.51	\$250,000.00	\$250,000.00	\$185,385.14	\$390,209.76	\$435,912.37	\$430,150.36	\$5,762.01
9902	Rockin' on the River	\$0.00	\$750.00	\$750.00	\$0.00	\$0.00	\$750.00	\$0.00	\$750.00
9903	Energy Special Improvement District	\$1,922.75	\$2,500.00	\$2,500.00	\$0.00	\$136.70	\$4,422.75	\$0.00	\$4,422.75
	Report Total:	\$1,512,087.96	\$331,742.83	\$765,975.48	\$527,290.88	\$945,246.64	\$1,316,539.91	\$1,249,754.82	\$66,785.09

Last reconciled to bank: 04/30/2024 – Total other adjusting factors: \$200.00

#### **Revenue Summary**

April 2024

	Final Budget	Month To Date Revenue	Year To Date Revenue	Budget Variance Favorable (Unfavorable)	YTD % Received
1000 General	Dugot			(onavorabio)	10001100
Property and Other Local Taxes	\$855,271.00	\$202.75	\$409,013.98	(\$446,257.02)	47.823%
Intergovernmental	\$36,200.00	\$44,536.83	\$44,536.83	\$8,336.83	123.030%
Charges for Services	\$123,500.00	\$22,365.00	\$30,515.00	(\$92,985.00)	24.709%
Earnings on Investments	\$25,000.00	\$6,388.25	\$22,960.67	(\$2,039.33)	91.843%
Miscellaneous	\$0.00	\$5,000.00	\$5,699.00	\$5,699.00	0.000%
Other Financing Sources					
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	
Total 1000 General	\$1,039,971.00	\$78,492.83	\$512,725.48	(\$527,245.52)	
2051 USEPA Brownfield Assessment Grant					
Intergovernmental	\$471,951.47	\$0.00	\$0.00	(\$471,951.47)	0.000%
Total 2051 USEPA Brownfield Assessment Grant	\$471,951.47	\$0.00	\$0.00	(\$471,951.47)	
2901 Inclusive Project Planning					
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total 2901 Inclusive Project Planning	\$0.00	\$0.00	\$0.00	\$0.00	
4202 Port & Parks Bike Trail Station					
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Other Financing Sources					
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	
Total 4202 Port & Parks Bike Trail Station	\$0.00	\$0.00	\$0.00	\$0.00	
4901 BRL Stage Capital Projects					
Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Other Financing Sources					
Transfers - In	\$500,000.00	\$250,000.00	\$250,000.00	(\$250,000.00)	50.000%

#### **Revenue Summary**

April 2024

	Final Budget	Month To Date Revenue	Year To Date Revenue	Budget Variance Favorable (Unfavorable)	YTD % Received
Total Other Financing Sources	\$500,000.00	\$250,000.00	\$250,000.00	(\$250,000.00)	
Total 4901 BRL Stage Capital Projects	\$500,000.00	\$250,000.00	\$250,000.00	(\$250,000.00)	
9902 Rockin' on the River					
Miscellaneous	\$0.00	\$750.00	\$750.00	\$0.00	0.000%
Total 9902 Rockin' on the River	\$0.00	\$750.00	\$750.00	\$0.00	
9903 Energy Special Improvement District					
Charges for Services	\$0.00	\$2,500.00	\$2,500.00	\$0.00	0.000%
Total 9903 Energy Special Improvement District	\$0.00	\$2,500.00	\$2,500.00	\$0.00	
Report Total:	\$2,011,922.47	\$331,742.83	\$765,975.48	(\$1,249,196.99)	

#### LORAIN PORT AUTHORITY, LORAIN COUNTY **Revenue Status** By Fund As Of 4/30/2024

Fund: 1000 General

Account Code	Account Name		Final Budget	Revenue	Budget Balance	YTD % Received
1000-110-0000	General Property Tax - Real Estate		\$855,271.00	\$409,013.98	\$446,257.02	47.823%
1000-490-0500	Other - Intergovernmental{ODNR Submerged Land Lease	e}	\$36,200.00	\$0.00	\$36,200.00	0.000%
1000-490-0800	Other - Intergovernmental{Miscellaneous}		\$0.00	\$0.00	\$0.00	0.000%
1000-490-9000	Other - Intergovernmental{Homestead and Rollback}		\$0.00	\$44,536.83	-\$44,536.83	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}		\$56,000.00	\$0.00	\$56,000.00	0.000%
1000-590-0201	Other - Charges for Services{JATT Riverside, LLC}		\$6,000.00	\$2,000.00	\$4,000.00	33.333%
1000-590-0600	Other - Charges for Services{Lumen Leases}		\$1,500.00	\$0.00	\$1,500.00	0.000%
1000-590-0700	Other - Charges for Services{Black River Landing}		\$25,000.00	\$25,615.00	-\$615.00	102.460%
1000-590-0800	Other - Charges for Services{Miscellaneous}		\$0.00	\$400.00	-\$400.00	0.000%
1000-590-2000	Other - Charges for Services{Economic Development}		\$10,000.00	\$0.00	\$10,000.00	0.000%
1000-590-7200	Other - Charges for Services{Lighthouse}		\$12,500.00	\$0.00	\$12,500.00	0.000%
1000-701-0000	Interest		\$25,000.00	\$22,960.67	\$2,039.33	91.843%
1000-820-0000	Contributions and Donations		\$0.00	\$5,000.00	-\$5,000.00	0.000%
1000-891-0000	Other - Miscellaneous Operating		\$0.00	\$699.00	-\$699.00	0.000%
1000-931-0000	Transfers - In		\$0.00	\$0.00	\$0.00	0.000%
1000-941-0000	Advances - In		\$0.00	\$0.00	\$0.00	0.000%
	Fu	ind 1000 Sub-Total:	\$1,039,971.00	\$512,725.48	\$527,245.52	49.302%

Fund: 2051 USEPA Brownfield Assessment Grant

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

#### LORAIN PORT AUTHORITY, LORAIN COUNTY **Revenue Status** By Fund As Of 4/30/2024

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

#### Fund: 4202 Port & Parks Bike Trail Station

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

#### Fund: 4901 BRL Stage Capital Projects

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4901-820-4300	Contributions and Donations{Stage Project}	\$0.00	\$0.00	\$0.00	0.000%
4901-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
4901-931-4300	Transfers - In{Stage Project}	\$500,000.00	\$250,000.00	\$250,000.00	50.000%
	Fund 4901 Sub-Total:	\$500,000.00	\$250,000.00	\$250,000.00	50.000%

#### 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	\$750.00	\$0.00	0.000%
	Fund 9902 Sub-Total:	\$0.00	\$750.00	\$0.00	0.000%

#### LORAIN PORT AUTHORITY, LORAIN COUNTY **Revenue Status** By Fund As Of 4/30/2024

Fund: 9903 Energy Special Improvement District

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
9903-590-2100	Other - Charges for Services{PACE}	\$0.00	\$2,500.00	\$0.00	0.000%
	Fund 9903 Sub-Total	\$0.00	\$2,500.00	\$0.00	0.000%
	Report Total	\$2,011,922.47	\$765,975.48	\$1,249,196.99	38.072%

# LORAIN PORT AUTHORITY, LORAIN COUNTY Appropriation Summary

April 2024

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
1000 - General	<b>·</b>							
Leisure Time Activities								
Recreation								
Contractual Services	\$0.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$3,125.00	\$11,875.00	0.000%
Supplies and Materials	\$0.00	\$15,000.00	\$15,000.00	\$52.00	\$52.00	\$9,097.33	\$5,850.67	0.347%
Total Recreation	\$0.00	\$30,000.00	\$30,000.00	\$52.00	\$52.00	\$12,222.33	\$17,725.67	
Total Leisure Time Activities	\$0.00	\$30,000.00	\$30,000.00	\$52.00	\$52.00	\$12,222.33	\$17,725.67	
Basic Utility Services								
Billing - Electric								
Contractual Services	\$3,475.15	\$37,500.00	\$40,975.15	\$3,285.67	\$14,221.02	\$14,254.13	\$12,500.00	34.706%
Total Billing - Electric	\$3,475.15	\$37,500.00	\$40,975.15	\$3,285.67	\$14,221.02	\$14,254.13	\$12,500.00	
Billing - Gas								
Contractual Services	\$487.96	\$6,500.00	\$6,987.96	\$657.36	\$2,925.79	\$2,812.17	\$1,250.00	41.869%
Total Billing - Gas	\$487.96	\$6,500.00	\$6,987.96	\$657.36	\$2,925.79	\$2,812.17	\$1,250.00	
Billing - Water								
Contractual Services	\$866.21	\$12,000.00	\$12,866.21	\$412.48	\$1,678.93	\$11,187.28	\$0.00	13.049%
Total Billing - Water	\$866.21	\$12,000.00	\$12,866.21	\$412.48	\$1,678.93	\$11,187.28	\$0.00	
Total Basic Utility Services	\$4,829.32	\$56,000.00	\$60,829.32	\$4,355.51	\$18,825.74	\$28,253.58	\$13,750.00	
General Government								
Boards and Commissions								
Personal Services	\$8,466.40	\$353,000.00	\$361,466.40	\$27,891.14	\$109,177.15	\$6,636.72	\$245,652.53	30.204%
Employee Fringe Benefits	\$23.91	\$184,788.50	\$184,812.41	\$15,899.34	\$46,348.11	\$8,271.64	\$130,192.66	25.078%
Contractual Services	\$8,321.35	\$306,223.00	\$314,544.35	\$21,659.31	\$74,300.73	\$182,927.90	\$57,315.72	23.622%
Supplies and Materials	\$3,376.50	\$196,500.00	\$199,876.50	\$22,048.44	\$53,579.45	\$115,305.07	\$30,991.98	26.806%
Total Boards and Commissions	\$20,188.16	\$1,040,511.50	\$1,060,699.66	\$87,498.23	\$283,405.44	\$313,141.33	\$464,152.89	
Total General Government	\$20,188.16	\$1,040,511.50	\$1,060,699.66	\$87,498.23	\$283,405.44	\$313,141.33	\$464,152.89	
Capital Outlay								
Capital Outlay								
Capital Outlay	\$2,617.00	\$28,500.00	\$31,117.00	\$0.00	\$2,617.00	\$0.00	\$28,500.00	8.410%
Total Capital Outlay	\$2,617.00	\$28,500.00	\$31,117.00	\$0.00	\$2,617.00	\$0.00	\$28,500.00	
Total Capital Outlay	\$2,617.00	\$28,500.00	\$31,117.00	\$0.00	\$2,617.00	\$0.00	\$28,500.00	
Other Financing Uses								

Report reflects selected information.

## LORAIN PORT AUTHORITY, LORAIN COUNTY Appropriation Summary April 2024

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Transfers - Out	\$0.00	\$500,000.00	\$500,000.00	\$250,000.00	\$250,000.00	\$0.00	\$250,000.00	50.000%
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$500,000.00	\$500,000.00	\$250,000.00	\$250,000.00	\$0.00	\$250,000.00	
Total 1000 - General	\$27,634.48	\$1,655,011.50	\$1,682,645.98	\$341,905.74	\$554,900.18	\$353,617.24	\$774,128.56	
2051 - USEPA Brownfield Assessment Grant								
General Government								
Boards and Commissions								
Employee Fringe Benefits	\$0.00	\$5,464.25	\$5,464.25	\$0.00	\$0.00	\$0.00	\$5,464.25	0.000%
Contractual Services	\$0.00	\$465,987.22	\$465,987.22	\$0.00	\$0.00	\$465,987.22	\$0.00	0.000%
Supplies and Materials	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.000%
Total Boards and Commissions	\$0.00	\$471,951.47	\$471,951.47	\$0.00	\$0.00	\$465,987.22	\$5,964.25	
Total General Government	\$0.00	\$471,951.47	\$471,951.47	\$0.00	\$0.00	\$465,987.22	\$5,964.25	
Total 2051 - USEPA Brownfield Assessment Grant	\$0.00	\$471,951.47	\$471,951.47	\$0.00	\$0.00	\$465,987.22	\$5,964.25	
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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Community Planning and Zoning	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Community Environment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Financing Uses								
Transfers - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Report reflects selected information.								Page 2 of 4

# LORAIN PORT AUTHORITY, LORAIN COUNTY Appropriation Summary

April 2024

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 2901 - Inclusive Project Planning	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4202 - Port & Parks Bike Trail Station								
Capital Outlay								
Capital Outlay	<b>A2 32</b>	<b>\$</b> 0.00	<b>*</b> 2.22	<b>*</b> 0.00	<b>\$</b> 0.00	<b>*</b> 0.00	<b>\$</b> 2.22	0.0000
Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Other Financing Uses								
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total 4202 - Port & Parks Bike Trail Station	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
4901 - BRL Stage Capital Projects								
Capital Outlay								
Capital Outlay								
Contractual Services	\$0.00	\$1,055,380.13	\$1,055,380.13	\$185,385.14	\$390,209.76	\$412,250.36	\$252,920.01	36.973%
Capital Outlay	\$0.00	\$20,742.00	\$20,742.00	\$0.00	\$0.00	\$17,900.00	\$2,842.00	0.000%
Total Capital Outlay	\$0.00	\$1,076,122.13	\$1,076,122.13	\$185,385.14	\$390,209.76	\$430,150.36	\$255,762.01	
Total Capital Outlay	\$0.00	\$1,076,122.13	\$1,076,122.13	\$185,385.14	\$390,209.76	\$430,150.36	\$255,762.01	
Total 4901 - BRL Stage Capital Projects	\$0.00	\$1,076,122.13	\$1,076,122.13	\$185,385.14	\$390,209.76	\$430,150.36	\$255,762.01	
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	
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Report reflects selected information.

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# LORAIN PORT AUTHORITY, LORAIN COUNTY Appropriation Summary

April 2024

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
9903 - Energy Special Improvement District								
Fiduciary Distributions								
Distributions to Other Governments								
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$136.70	\$0.00	\$0.00	0.000%
Total Distributions to Other Governments	\$0.00	\$0.00	\$0.00	\$0.00	\$136.70	\$0.00	\$0.00	
Total Fiduciary Distributions	\$0.00	\$0.00	\$0.00	\$0.00	\$136.70	\$0.00	\$0.00	
Total 9903 - Energy Special Improvement District	\$0.00	\$0.00	\$0.00	\$0.00	\$136.70	\$0.00	\$0.00	
Report Totals:	\$27,634.48	\$3,203,085.10	\$3,230,719.58	\$527,290.88	\$945,246.64	\$1,249,754.82	\$1,035,854.82	

#### LORAIN PORT AUTHORITY, LORAIN COUNTY Appropriation Status By Fund As Of 4/30/2024

Fund:GeneralPooled Balance:\$875,454.79Non-Pooled Balance:\$0.00Total Cash Balance:\$875,454.79

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	\$3,125.00	\$0.00	\$11,875.00	0.000%
1000-310-490-7000	Other - Supplies and Materials{Shuttle Boats}	\$0.00	\$0.00	\$15,000.00	\$9,097.33	\$52.00	\$5,850.67	0.347%
1000-512-311-0000	Electricity	\$3,475.15	\$0.00	\$37,500.00	\$14,254.13	\$14,221.02	\$12,500.00	34.706%
1000-522-313-0000	Natural Gas	\$487.96	\$0.00	\$6,500.00	\$2,812.17	\$2,925.79	\$1,250.00	41.869%
1000-532-312-0000	Water and Sewage	\$1,700.00	\$833.79	\$12,000.00	\$11,187.28	\$1,678.93	\$0.00	13.049%
1000-735-132-0000	D Salaries - Administrator's Staff	\$8,466.40	\$0.00	\$353,000.00	\$6,636.72	\$109,177.15	\$245,652.53	30.204%
1000-735-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$49,420.00	\$0.00	\$16,753.47	\$32,666.53	33.900%
1000-735-213-0000	D Medicare	\$0.00	\$0.00	\$5,118.50	\$0.00	\$1,727.91	\$3,390.59	33.758%
1000-735-221-0000	Medical/Hospitalization	\$0.00	\$0.00	\$111,000.00	\$0.00	\$24,486.27	\$86,513.73	22.060%
1000-735-222-0000	Life Insurance	\$0.00	\$0.00	\$500.00	\$333.00	\$111.00	\$56.00	22.200%
1000-735-225-0000	D Workers' Compensation	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.000%
1000-735-228-0000	D Health Care Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-735-229-0000	Other - Insurance Benefits	\$0.00	\$0.00	\$5,750.00	\$4,904.64	\$95.36	\$750.00	1.658%
1000-735-252-0000	Travel and Transportation	\$23.91	\$0.00	\$12,000.00	\$3,034.00	\$3,174.10	\$5,815.81	26.398%
1000-735-321-0000	Telephone	\$723.29	\$0.00	\$12,000.00	\$9,818.12	\$2,905.17	\$0.00	22.833%
1000-735-329-0000	Other-Communications, Printing & Advertising	\$128.00	\$0.00	\$60,000.00	\$30,667.98	\$16,882.51	\$12,577.51	28.078%
1000-735-329-8000	Other-Communications, Printing & Advertising{Other Promotio}	\$0.00	\$0.00	\$4,000.00	\$0.00	\$1,210.00	\$2,790.00	30.250%
1000-735-329-8800	Other-Communications, Printing & Advertising{Fireworks}	\$0.00	\$0.00	\$25,075.00	\$12,500.00	\$12,575.00	\$0.00	50.150%
1000-735-330-0000	Rents and Leases	\$0.00	\$0.00	\$5,000.00	\$3,288.96	\$1,471.88	\$239.16	29.438%
1000-735-330-6000	Rents and Leases{ODNR Lease}	\$0.00	\$0.00	\$36,005.00	\$36,003.32	\$0.00	\$1.68	0.000%
1000-735-330-6100	Rents and Leases{CORPS Engineer Lease}	\$0.00	\$0.00	\$16,843.00	\$15,000.00	\$0.00	\$1,843.00	0.000%
1000-735-341-0000	Accounting and Legal Fees	\$0.00	\$0.00	\$14,400.00	\$5,077.50	\$9,258.75	\$63.75	64.297%
1000-735-342-0000	Auditing Services	\$0.00	\$0.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00	0.000%
1000-735-343-0000	Uniform Accounting Network Fees	\$0.00	\$0.00	\$3,800.00	\$3,792.00	\$0.00	\$8.00	0.000%
1000-735-344-0000	D Tax Collection Fees	\$0.00	\$0.00	\$20,000.00	\$0.00	\$9,701.69	\$10,298.31	48.508%
1000-735-346-0000	Engineering Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-735-347-0000	Planning Consultants	\$7,470.06	\$0.00	\$3,100.00	\$0.00	\$7,470.06	\$3,100.00	70.672%

Report reflects selected information.

#### Appropriation Status By Fund

As Of 4/30/2024

		Reserved for Encumbrance	Reserved for Encumbrance	Final	Current Reserve		Unencumbered	YTD %
Account Code	Account Name	12/31	12/31 Adjustment	Appropriation	for Encumbrance	YTD Expenditures	Balance	Expenditures
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%
1000-735-353-0000	Liability Insurance Premiums	\$0.00	\$0.00	\$52,000.00	\$52,000.00	\$0.00	\$0.00	0.000%
1000-735-391-0000	Dues and Fees	\$0.00	\$0.00	\$20,000.00	\$1,280.02	\$8,325.67	\$10,394.31	41.628%
1000-735-410-0000	Office Supplies and Materials	\$437.67	\$402.17	\$5,000.00	\$1,127.92	\$618.97	\$3,288.61	12.292%
1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$3,341.00	\$0.00	\$190,000.00	\$112,879.70	\$52,757.93	\$27,703.37	27.288%
1000-735-431-5300	Repairs and Maintenance of Buildings and Land{GOOSE DOG}	\$0.00	\$0.00	\$1,500.00	\$1,297.45	\$202.55	\$0.00	13.503%
1000-800-540-0000	Machinery, Equipment and Furniture	\$2,617.00	\$0.00	\$3,500.00	\$0.00	\$2,617.00	\$3,500.00	42.782%
1000-800-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$25,000.00	0.000%
1000-910-910-0000	D Transfers - Out	\$0.00	\$0.00	\$500,000.00	\$0.00	\$250,000.00	\$250,000.00	50.000%
1000-920-920-0000	D Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
	General Fund Total:	\$28,870.44	\$1,235.96	\$1,655,011.50	\$353,617.24	\$554,900.18	\$774,128.56	32.978%

# Fund:USEPA Brownfield Assessment GrantPooled Balance:\$0.00Non-Pooled Balance:\$0.00Total Cash Balance:\$0.00

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

#### Fund: Marine Patrol Program

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

#### Appropriation Status By Fund

#### As Of 4/30/2024

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2061-110-132-0000	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%
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 PlanningPooled Balance:\$0.00Non-Pooled Balance:\$0.00Total Cash Balance:\$0.00

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

#### Fund: Port & Parks Bike Trail Station

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

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

#### LORAIN PORT AUTHORITY, LORAIN COUNTY Appropriation Status By Fund As Of 4/30/2024

Non-Pooled Balance:\$0.00Total Cash Balance:\$435,912.37

Reserved for Reserved for **Current Reserve** YTD % Encumbrance Encumbrance Final Unencumbered Account Code Account Name 12/31 12/31 Adjustment Appropriation for Encumbrance YTD Expenditures Balance Expenditures Engineering Services{Stage Architect} 4901-800-346-4301 \$0.00 \$0.00 \$847,937.13 \$293,810.36 \$319,206.76 \$234,920.01 37.645% Planning Consultants{Stage Fundraiser} \$30,000.00 11.111% 4901-800-347-4302 \$0.00 \$0.00 \$54,000.00 \$6,000.00 \$18,000.00 4901-800-349-4303 Other - Professional and Technical Services{Stage Constr.Ma} \$0.00 \$0.00 \$153,443.00 \$88,440.00 \$65,003.00 \$0.00 42.363% Other - Capital Outlay{Stage Project} 4901-800-590-4300 \$0.00 \$0.00 \$20,742.00 \$17,900.00 \$0.00 \$2,842.00 0.000% \$0.00 BRL Stage Capital Projects Fund Total: \$0.00 \$1,076,122.13 \$430,150.36 \$390,209.76 \$255,762.01 36.261%

Fund:	Rockin' on the River	
Pooled I	Balance:	\$750.00
Non-Poo	oled Balance:	\$0.00
Total Ca	sh Balance:	\$750.00

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

Fund:Energy Special Improvement DistrictPooled Balance:\$4,422.75Non-Pooled Balance:\$0.00Total Cash Balance:\$4,422.75

Account Code		Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
9903-882-391-0000	Dues and Fees		\$0.00	\$0.00	\$0.00	\$0.00	\$136.70	\$0.00	0.000%
		Energy Special Improvement District Fund Total:	\$0.00	\$0.00	\$0.00	\$0.00	\$136.70	\$0.00	0.000%
		Report Total:	\$28,870.44	\$1,235.96	\$3,203,085.10	\$1,249,754.82	\$945,246.64	\$1,035,854.82	29.258%

#### LORAIN PORT AUTHORITY, LORAIN COUNTY Appropriation Status By Fund As Of 4/30/2024

\$200.00

UAN v2024.2

#### LORAIN PORT AUTHORITY, LORAIN COUNTY

Bank Reconciliation

Reconciled Date 4/30/2024 Posted 5/7/2024 8:59:21 AM

Prior UAN Balance:		\$1,512,087.96
Receipts:	+	\$81,621.88
Payments:	-	\$277,169.93
Adjustments:	+	\$0.00
Current UAN Balance as of 04/30/2024:		\$1,316,539.91
Other Adjusting Factors:	+	\$0.00
Adjusted UAN Balance as of 04/30/2024:		\$1,316,539.91
Entered Bank Balances as of 04/30/2024:		\$1,329,029.12
Deposits in Transit:	+	\$0.00
Outstanding Payments:	-	\$12,689.21
Outstanding Adjustments:	+	\$0.00
Other Adjusting Factors:	+	\$200.00
Adjusted Bank Balances as of 04/30/2024:		\$1,316,539.91

#### **Balances Reconciled**

**Reconciliation Notes** 

Deflating Bank Errors:

Petty Cash

**Governing Board Signatures** 

There are no outstanding receipts as of 04/30/2024.

There are no outstanding adjustments as of 04/30/2024.

LORAIN PORT AUTHORITY, LORAIN COUNTY

5/7/2024 10:42:48 AM UAN v2024.2

#### **Bank Balances**

Reconciled Date 4/30/2024 Posted 5/7/2024 8:59:21 AM

Туре	Name	Number	Prior Bank Balance	Calculated Bank Balance	Entered Bank Balance	Difference
Primary	PRIMARY		\$428,985.33	\$229,344.70	\$229,395.24	\$50.54
Secondary	FFL		\$1,094,831.21	\$1,099,633.88	\$1,099,633.88	\$0.00
		Total:	\$1,523,816.54	\$1,328,978.58	\$1,329,029.12	\$50.54

#### LORAIN PORT AUTHORITY, LORAIN COUNTY

**Outstanding Payments** 

Reconciled Date 4/30/2024 Posted 5/7/2024 8:59:21 AM

Account	Туре	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Warrant	16005	03/05/2024	CHIP	\$500.00
PRIMARY	Warrant	16053	04/08/2024	James R. Edwards	\$131.25
PRIMARY	Warrant	16082	04/26/2024	FIRELANDS ELECTRIC, INC.	\$1,030.49
PRIMARY	Warrant	16083	04/26/2024	GERGELY'S MAINTENANCE KING	\$459.50
PRIMARY	Warrant	16084	04/26/2024	KB Lawn and Snow Removal, LLC	\$10,000.00
PRIMARY	Warrant	16085	04/26/2024	MURRAY RIDGE PRODUCTION CENTER	\$200.00
PRIMARY	Warrant	16088	04/26/2024	US BANK	\$367.97
					\$12,689.21

#### LORAIN PORT AUTHORITY, LORAIN COUNTY

#### **Cleared Payments**

Reconciled Date 4/30/2024 Posted 5/7/2024 8:59:21 AM 5/7/2024 10:42:49 AM UAN v2024.2

Account	Туре	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Electronic	59-2024	04/05/2024	THOMAS E BROWN	\$2,574.62
PRIMARY	Electronic	60-2024	04/05/2024	TIFFANY A MCCLELLAND	\$2,555.58
PRIMARY	Electronic	61-2024	04/05/2024	IDA YVONNE SMITH	\$1,907.51
PRIMARY	Electronic	62-2024	04/05/2024	KELSEY LEYVA SMITH	\$1,349.92
PRIMARY	Electronic	64-2024	04/08/2024	MICHAEL E. BROSKY	\$718.42
PRIMARY	Electronic	66-2024	04/04/2024	US TREASURY	\$3,243.98
PRIMARY	Electronic	67-2024	04/04/2024	OHIO TREASURER OF STATE	\$556.23
PRIMARY	Electronic	68-2024	04/04/2024	CITY OF LORAIN DEPT. OF TAXATION	\$673.84
PRIMARY	Electronic	69-2024	04/05/2024	OHIO PUBLIC EMPLOYEES DEFERRED	\$845.00
PRIMARY	Electronic	70-2024	04/09/2024	OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$9,526.40
PRIMARY	Electronic	71-2024	04/19/2024	THOMAS E BROWN	\$2,574.62
PRIMARY	Electronic	72-2024	04/19/2024	TIFFANY A MCCLELLAND	\$2,395.14
PRIMARY	Electronic	73-2024	04/19/2024	IDA YVONNE SMITH	\$1,907.51
PRIMARY	Electronic	74-2024	04/19/2024	KELSEY LEYVA SMITH	\$1,258.34
PRIMARY	Electronic	76-2024	04/19/2024	OHIO PUBLIC EMPLOYEES DEFERRED	\$845.00
PRIMARY	Warrant	16009	03/05/2024	Lorain Sports Hall of Fame	\$60.00
PRIMARY	Warrant	16026	03/11/2024	THE MORNING JOURNAL	\$136.70
PRIMARY	Warrant	16032	03/19/2024	US BANK ONE CARD	\$2,125.64
PRIMARY	Warrant	16033	03/19/2024	HOME DEPOT CREDIT SERVICES	\$91.51
PRIMARY	Warrant	16034	03/26/2024	IDA YVONNE SMITH	\$160.00
PRIMARY	Warrant	16035	03/26/2024	KELSEY LEYVA SMITH	\$160.00
PRIMARY	Warrant	16036	03/26/2024	Bricker Graydon LLP	\$4,806.25
PRIMARY	Warrant	16037	03/26/2024	LUCAS PLUMBING & HEATING, INC.	\$341.90
PRIMARY	Warrant	16038	03/26/2024	OHIO EDISON	\$3,229.15
PRIMARY	Warrant	16039	03/26/2024	US BANK	\$367.97
PRIMARY	Warrant	16040	04/03/2024	Chris Haynes	\$1,500.00
PRIMARY	Warrant	16041	04/03/2024	CITY OF LORAIN UTILITIES DEPT.	\$412.48
PRIMARY	Warrant	16042	04/03/2024	COLUMBIA GAS OF OHIO	\$657.36
PRIMARY	Warrant	16043	04/03/2024	IDA YVONNE SMITH	\$312.44
PRIMARY	Warrant	16044	04/03/2024	JAN-PRO CLEANING SYSTEMS	\$272.00
PRIMARY	Warrant	16045	04/03/2024	MURRAY RIDGE PRODUCTION CENTER	\$200.00
PRIMARY	Warrant	16046	04/03/2024	REPUBLIC SERVICES, INC.	\$112.66
PRIMARY	Warrant	16047	04/03/2024	THE CHORNICLE TELEGRAM	\$153.11
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#### LORAIN PORT AUTHORITY, LORAIN COUNTY

#### **Cleared Payments**

Reconciled Date 4/30/2024 Posted 5/7/2024 8:59:21 AM 5/7/2024 10:42:49 AM UAN v2024.2

Account	Туре	Poppent #	sted 5/7/2024 Post Date	Vendor / Payee	Amount
PRIMARY	 Warrant		04/03/2024		\$172.80
PRIMARY	Warrant		04/03/2024	Tiffany McClelland	\$172.00
PRIMARY	Warrant		04/04/2024		·
				LORAIN COUNTY TREASURER	\$8,162.09
	Warrant		04/04/2024		\$37.00
	Warrant		04/05/2024	Tiffany McClelland, Cashier	\$500.00
	Warrant		04/08/2024	Bryan M. Keuhn	\$137.50
PRIMARY	Warrant		04/08/2024	David Haas	\$1,500.00
PRIMARY	Warrant	16056	04/08/2024	Michael Weber, dba The Michael Weber Show LLC	\$2,000.00
PRIMARY	Warrant	16057	04/08/2024	John R. Kovach	\$187.50
PRIMARY	Warrant	16058	04/08/2024	Michael Deangelo	\$237.50
PRIMARY	Warrant	16059	04/08/2024	Jose M. Ruiz, Jr.	\$200.00
PRIMARY	Warrant	16060	04/08/2024	Carlos Rodriguez	\$200.00
PRIMARY	Warrant	16061	04/08/2024	Garlen Bailes	\$187.50
PRIMARY	Warrant	16062	04/08/2024	Rufino Pagan, Jr.	\$187.50
PRIMARY	Warrant	16063	04/09/2024	Ardick Seafood, Inc.	\$250.00
PRIMARY	Warrant	16064	04/09/2024	Vertical Sound	\$3,800.00
RIMARY	Warrant	16065	04/10/2024	Heidelberg Distributing Co.	\$665.36
RIMARY	Warrant	16066	04/10/2024	Main Street Lorain	\$800.00
PRIMARY	Warrant	16067	04/12/2024	AABLE RENTS COMPANY	\$8,349.00
PRIMARY	Warrant	16068	04/12/2024	Bricker Graydon LLP	\$4,452.50
PRIMARY	Warrant	16069	04/12/2024	FLIGNER'S SUPERMARKET & CATERING	\$39.94
PRIMARY	Warrant	16070	04/12/2024	FRIENDS OFFICE	\$22.62
PRIMARY	Warrant	16071	04/12/2024	HOME DEPOT CREDIT SERVICES	\$268.80
PRIMARY	Warrant	16072	04/12/2024	LAKELAND GLASS COMPANY, INC.	\$960.00
PRIMARY	Warrant	16073	04/12/2024	OHIO EDISON	\$83.43
PRIMARY	Warrant	16074	04/12/2024	U.S. Coast Guard	\$52.00
PRIMARY	Warrant	16076	04/15/2024	Bialosky and Partners, Architects LLC	\$120,382.14
PRIMARY	Warrant	16077	04/17/2024	LAKELAND GLASS COMPANY, INC.	\$180.00
PRIMARY	Warrant	16078	04/17/2024	Lumen	\$725.07
PRIMARY	Warrant	16079	04/17/2024	FALLS RIVER CONCERTS LLC	\$3,000.00
RIMARY	Warrant	16080	04/17/2024	US BANK ONE CARD	\$1,169.15
PRIMARY	Warrant	16081	04/23/2024	The Whiting-Turner Contracting Company	\$65,003.00
PRIMARY	Warrant	16086	04/26/2024	OHIO EDISON	\$3,202.24
PRIMARY	Warrant	16087	04/26/2024	Tiffany McClelland	\$407.00
					Page 5 o

#### **Cleared Payments**

Reconciled Date 4/30/2024 Posted 5/7/2024 8:59:21 AM

\$276,459.84

LORAIN PORT AUTHORITY, LORAIN COUNTY

**Cleared Receipts** 

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Interest

Interest

Interest

Reconciled Date 4/30/2024

			Posted 5/7/2	2024 8:59:2	1 AM	
Account	Туре	Ticket #	Receipt #	Post Date	Source	Amount
RIMARY	Standard		40-2024	04/01/2024	Tsambounieris Brothers LLC	\$150.00
RIMARY	Standard		41-2024	04/01/2024	The Proper Pig Smokehouse LLC	\$100.00
RIMARY	Standard		45-2024	04/02/2024	LORAIN GROWTH CORP. CABOOSE ACCOUNT	\$1,000.00
RIMARY	Memo		46-2024	04/02/2024	LORAIN COUNTY AUDITOR - J. CRAIG SNODGRASS	\$168.55
RIMARY	Standard		47-2024	04/04/2024	NOPEC	\$2,500.00
RIMARY	Standard		48-2024	04/05/2024	Kathi Baher, The Dogs Bag	\$150.00
RIMARY	Standard		49-2024	04/05/2024	Don Collier, Peace, Love and Little Donu	\$50.00
RIMARY	Standard		50-2024	04/09/2024	Johanna Tanno, Apex Dermatology & Skin S	\$150.00
RIMARY	Standard		51-2024	04/09/2024	2024 Solar Eclipse Event	\$4,065.00
RIMARY	Standard		52-2024	04/09/2024	CamaraGoodrich,SheldonMiller, MidwayOhBoy	\$200.00
RIMARY	Standard		53-2024	04/09/2024	LORAIN PORT AUTHORITY SPECIAL	\$500.00
RIMARY	Standard		54-2024	04/11/2024	Jeffery Neal	\$500.00
RIMARY	Standard		55-2024	04/16/2024	FALLS RIVER CONCERTS LLC	\$12,000.00
RIMARY	Memo		56-2024	04/19/2024	CITY OF LORAIN AUDITORS OFFICE	\$44,450.08
RIMARY	Standard		57-2024	04/22/2024	PEEK PRO TICKETING SYSTEM	\$30.00
RIMARY	Standard		59-2024	04/22/2024	LORAIN BILINGUAL PREPARATORY ACADEMY	\$200.00
RIMARY	Interest		70-2024	04/22/2024	First Fed	\$106.87
RIMARY	Standard		58-2024	04/23/2024	PEEK PRO TICKETING SYSTEM	\$195.00
RIMARY	Standard		60-2024	04/24/2024	PEEK PRO TICKETING SYSTEM	\$210.00
RIMARY	Standard		61-2024	04/24/2024	LORAIN COUNTY AUDITOR - J. CRAIG SNODGRASS	\$5,000.00
RIMARY	Standard		62-2024	04/25/2024	PEEK PRO TICKETING SYSTEM	\$195.00
RIMARY	Standard		63-2024	04/25/2024	Tristen McCohn	\$800.00
RIMARY	Standard		64-2024	04/29/2024	Avon Brewing Company	\$2,500.00
RIMARY	Standard		66-2024	04/29/2024	PEEK PRO TICKETING SYSTEM	\$120.00

71-2024 04/30/2024 First Fed

68-2024 04/30/2024 FFL

69-2024 04/30/2024 FFL

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\$1,478.71

\$1,127.96

\$3,674.71

\$81,621.88

5/7/2024 10:42:49 AM

UAN v2024.2

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5/7/2024 10:43:36 AM UAN v2024.2

#### **Payment Listing**

April 2024

Payment Advice #	Post Date	Transaction Date	Туре	Vendor / Payee	Amount	Status
59-2024	04/05/2024	04/01/2024	EP	THOMAS E BROWN	\$2,574.62	С
60-2024	04/05/2024	04/01/2024	EP	TIFFANY A MCCLELLAND	\$2,555.58	С
61-2024	04/05/2024	04/01/2024	EP	IDA YVONNE SMITH	\$1,907.51	С
62-2024	04/05/2024	04/01/2024	EP	KELSEY LEYVA SMITH	\$1,349.92	С
64-2024	04/08/2024	04/03/2024	EP	MICHAEL E. BROSKY	\$718.42	С
66-2024	04/04/2024	04/04/2024	EW	US TREASURY	\$3,243.98	С
67-2024	04/04/2024	04/04/2024	EW	OHIO TREASURER OF STATE	\$556.23	С
68-2024	04/04/2024	04/04/2024	EW	CITY OF LORAIN DEPT. OF TAXATION	\$673.84	С
69-2024	04/05/2024	04/04/2024	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$845.00	С
70-2024	04/09/2024	04/04/2024	EW	OHIO PUBLIC EMPLOYEES RETIREMENT \$	\$9,526.40	С
71-2024	04/19/2024	04/16/2024	EP	THOMAS E BROWN	\$2,574.62	С
72-2024	04/19/2024	04/16/2024	EP	TIFFANY A MCCLELLAND	\$2,395.14	С
73-2024	04/19/2024	04/16/2024	EP	IDA YVONNE SMITH	\$1,907.51	С
74-2024	04/19/2024	04/16/2024	EP	KELSEY LEYVA SMITH	\$1,258.34	С
76-2024	04/19/2024	04/19/2024	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$845.00	С
16040	04/03/2024	04/03/2024	AW	Chris Haynes	\$1,500.00	С
16041	04/03/2024	04/03/2024	AW	CITY OF LORAIN UTILITIES DEPT.	\$412.48	С
16042	04/03/2024	04/03/2024	AW	COLUMBIA GAS OF OHIO	\$657.36	С
16043	04/03/2024	04/03/2024	AW	IDA YVONNE SMITH	\$312.44	С
16044	04/03/2024	04/03/2024	AW	JAN-PRO CLEANING SYSTEMS	\$272.00	С
16045	04/03/2024	04/03/2024	AW	MURRAY RIDGE PRODUCTION CENTER	\$200.00	С
16046	04/03/2024	04/03/2024	AW	REPUBLIC SERVICES, INC.	\$112.66	С
16047	04/03/2024	04/03/2024	AW	THE CHORNICLE TELEGRAM	\$153.11	С
16048	04/03/2024	04/03/2024	AW	Tiffany McClelland	\$172.80	С
16049	04/04/2024	04/04/2024	WH	LORAIN COUNTY TREASURER	\$906.92	С
16050	04/04/2024	04/04/2024	AW	LORAIN COUNTY TREASURER	\$8,162.09	С
16051	04/04/2024	04/04/2024	AW	LORAIN COUNTY TREASURER	\$37.00	С
16052	04/05/2024	04/04/2024	AW	Tiffany McClelland, Cashier	\$500.00	С
16053	04/08/2024	04/08/2024	AW	James R. Edwards	\$131.25	0
16054	04/08/2024	04/08/2024	AW	Bryan M. Keuhn	\$137.50	С
16055	04/08/2024	04/08/2024	AW	David Haas	\$1,500.00	С
16056	04/08/2024	04/08/2024	AW	Michael Weber, dba The Michael Weber Show	\$2,000.00	С
16057	04/08/2024	04/08/2024	AW	John R. Kovach	\$187.50	С
16058	04/08/2024	04/08/2024	AW	Michael Deangelo	\$237.50	С
16059	04/08/2024	04/08/2024	AW	Jose M. Ruiz, Jr.	\$200.00	С
16060	04/08/2024	04/08/2024	AW	Carlos Rodriguez	\$200.00	С
16061	04/08/2024	04/08/2024	AW	Garlen Bailes	\$187.50	С
16062	04/08/2024	04/08/2024	AW	Rufino Pagan, Jr.	\$187.50	С
16063	04/09/2024	04/09/2024	AW	Ardick Seafood, Inc.	\$250.00	С
16064	04/09/2024	04/09/2024	AW	Vertical Sound	\$3,800.00	С
16065	04/10/2024	04/10/2024	AW	Heidelberg Distributing Co.	\$665.36	С
16066	04/10/2024	04/10/2024	AW	Main Street Lorain	\$800.00	С
16067	04/12/2024	04/12/2024	AW	AABLE RENTS COMPANY	\$8,349.00	С
16068	04/12/2024	04/12/2024	AW	Bricker Graydon LLP	\$4,452.50	С
16069	04/12/2024	04/12/2024	AW	FLIGNER'S SUPERMARKET & CATERING	\$39.94	С
16070	04/12/2024	04/12/2024	AW	FRIENDS OFFICE	\$22.62	С
					-	4 50

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#### **Payment Listing**

April 2024

Payment Advice #	Post Date	Transaction Date	Туре	Vendor / Payee	Amount	Status	
16071	04/12/2024	04/12/2024	AW	HOME DEPOT CREDIT SERVICES	\$268.80	С	
16072	04/12/2024	04/12/2024	AW	V LAKELAND GLASS COMPANY, INC. \$96			
16073	04/12/2024	04/12/2024	AW	/ OHIO EDISON \$83.43			
16074	04/12/2024	04/12/2024	AW	U.S. Coast Guard \$5		С	
16075	04/15/2024	04/15/2024	AW	Bialosky and Partners, Architects LLC	\$120,382.14	V	
16075	04/15/2024	04/15/2024	AW	Bialosky and Partners, Architects LLC	-\$120,382.14	V	
16076	04/15/2024	04/15/2024	AW	Bialosky and Partners, Architects LLC	\$120,382.14	С	
16077	04/17/2024	04/17/2024	AW	LAKELAND GLASS COMPANY, INC.	\$180.00	С	
16078	04/17/2024	04/17/2024	AW	Lumen	\$725.07	С	
16079	04/17/2024	04/17/2024	AW	FALLS RIVER CONCERTS LLC	\$3,000.00	С	
16080	04/17/2024	04/17/2024	AW	US BANK ONE CARD	\$1,169.15	С	
16081	04/23/2024	04/23/2024	AW	The Whiting-Turner Contracting Company	\$65,003.00	С	
16082	04/26/2024	04/26/2024	AW	FIRELANDS ELECTRIC, INC.	\$1,030.49	0	
16083	04/26/2024	04/26/2024	AW	GERGELY'S MAINTENANCE KING	\$459.50	0	
16084	04/26/2024	04/26/2024	AW	KB Lawn and Snow Removal, LLC	\$10,000.00	0	
16085	04/26/2024	04/26/2024	AW	MURRAY RIDGE PRODUCTION CENTER	\$200.00	0	
16086	04/26/2024	04/26/2024	AW	OHIO EDISON	\$3,202.24	С	
16087	04/26/2024	04/26/2024	AW	Tiffany McClelland	\$407.00	С	
16088	04/26/2024	04/26/2024	AW	US BANK	\$367.97	0	
				 Total Payments:	\$277,169.93		
				Total Conversion Vouchers:	\$0.00		
				Total Less Conversion Vouchers:	\$277,169.93		
				_			

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.

#### Purchase Order Listing

Year 2024

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Purchase Order #	Туре	lssue Date	Transaction Date	Expire Date	Vendor	Status	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance
116-2024	PO Reg	04/02/2024	04/02/2024		THE CHORNICLE TELEGRAM	С	\$153.11	\$153.11	\$0.00	\$0.00	\$0.00
117-2024	PO Reg	04/04/2024	04/04/2024		Tiffany McClelland, Cashier	С	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00
118-2024	PO Reg	04/04/2024	04/04/2024		US BANK ONE CARD	С	\$75.00	\$39.97	\$35.03	\$0.00	\$0.00
119-2024	PO Reg	04/05/2024	04/05/2024		Ardick Seafood, Inc.	С	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00
120-2024	PO Reg	04/05/2024	04/05/2024		Heidelberg Distributing Co.	0	\$5,000.00	\$665.36	\$0.00	\$0.00	\$4,334.64
121-2024	PO Reg	04/05/2024	04/05/2024		LUCAS PLUMBING & HEATING, INC.	0	\$1,500.00	\$1,088.28	\$0.00	\$0.00	\$411.72
122-2024	PO Reg	04/08/2024	04/08/2024		John R. Kovach	С	\$250.00	\$187.50	\$62.50	\$0.00	\$0.00
123-2024	PO Reg	04/08/2024	04/08/2024		Michael Deangelo	С	\$250.00	\$237.50	\$12.50	\$0.00	\$0.00
124-2024	PO Reg	04/08/2024	04/08/2024		Jose M. Ruiz, Jr.	С	\$250.00	\$200.00	\$50.00	\$0.00	\$0.00
125-2024	PO Reg	04/08/2024	04/08/2024		Carlos Rodriguez	С	\$250.00	\$200.00	\$50.00	\$0.00	\$0.00
126-2024	PO Reg	04/08/2024	04/08/2024		Garlen Bailes	С	\$250.00	\$187.50	\$62.50	\$0.00	\$0.00
127-2024	PO Reg	04/08/2024	04/08/2024		James R. Edwards	С	\$250.00	\$131.25	\$118.75	\$0.00	\$0.00
128-2024	PO Reg	04/08/2024	04/08/2024		Rufino Pagan, Jr.	С	\$200.00	\$187.50	\$12.50	\$0.00	\$0.00
129-2024	PO Reg	04/08/2024	04/08/2024		David Haas	С	\$1,500.00	\$1,500.00	\$0.00	\$0.00	\$0.00
130-2024	PO Reg	04/08/2024	04/08/2024		Bryan M. Keuhn	С	\$137.50	\$137.50	\$0.00	\$0.00	\$0.00
131-2024	PO Reg	04/08/2024	04/08/2024		Michael Weber, dba The Michael Weber Show LLC	С	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$0.00
132-2024	PO ThnNw	04/10/2024	04/10/2024		P & J SANITATION, INC.	0	\$990.00	\$990.00	\$0.00	\$0.00	\$0.00
133-2024	PO Reg	04/10/2024	04/10/2024		Main Street Lorain	С	\$800.00	\$800.00	\$0.00	\$0.00	\$0.00
134-2024	PO Reg	04/11/2024	04/11/2024		US BANK ONE CARD	С	\$52.00	\$0.00	\$52.00	\$0.00	\$0.00
135-2024	PO Reg	04/11/2024	04/11/2024		Bialosky and Partners, Architects LLC	0	\$273,775.00	\$114,265.00	\$0.00	\$0.00	\$159,510.00
136-2024	PO Reg	04/12/2024	04/12/2024		U.S. Coast Guard	С	\$52.00	\$52.00	\$0.00	\$0.00	\$0.00
137-2024	PO ThnNw	04/12/2024	04/12/2024		Bricker Graydon LLP	С	\$4,336.25	\$4,336.25	\$0.00	\$0.00	\$0.00

#### Purchase Order Listing

Year 2024

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Purchase Order #	Туре	lssue Date	Transaction Date	Expire Date	Vendor	Status	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance
138-2024	PO Reg	04/12/2024	04/12/2024		Bricker Graydon LLP	0	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
139-2024	PO Reg	04/12/2024	04/12/2024		US BANK ONE CARD	С	\$2.50	\$2.50	\$0.00	\$0.00	\$0.00
140-2024	PO Reg	04/12/2024	04/12/2024		GERGELY'S MAINTENANCE KING	0	\$1,000.00	\$19.50	\$0.00	\$0.00	\$980.50
141-2024	PO Reg	04/16/2024	04/16/2024		FALLS RIVER CONCERTS LLC	С	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$0.00
142-2024	PO ThnNw	04/17/2024	04/17/2024		THE WALLEYE FEDERATION, LLC TWF, LLC	0	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00
143-2024	PO Reg	04/17/2024	04/17/2024		BCT ALARM SERVICES, INC.	0	\$1,766.00	\$1,766.00	\$0.00	\$0.00	\$0.00
144-2024	PO Reg	04/17/2024	04/17/2024		PARKER MARINE, INC.	0	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
145-2024	PO Reg	04/17/2024	04/17/2024		PARKER MARINE, INC.	0	\$4,904.40	\$0.00	\$0.00	\$0.00	\$4,904.40
146-2024	PO Reg	04/17/2024	04/17/2024		PARKER MARINE, INC.	0	\$1,208.15	\$0.00	\$0.00	\$0.00	\$1,208.15
147-2024	PO Reg	04/18/2024	04/18/2024		LUCAS PLUMBING & HEATING, INC.	0	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
148-2024	PO Reg	04/18/2024	04/18/2024		FIRELANDS ELECTRIC, INC.	0	\$1,000.00	\$30.49	\$0.00	\$0.00	\$969.51
149-2024	PO Reg	04/23/2024	04/23/2024		US BANK ONE CARD	0	\$101.98	\$0.00	\$0.00	\$0.00	\$101.98
150-2024	PO Reg	04/23/2024	04/23/2024		US BANK ONE CARD	0	\$118.80	\$0.00	\$0.00	\$0.00	\$118.80
151-2024	PO Reg	04/24/2024	04/24/2024		Tiffany McClelland	0	\$407.00	\$407.00	\$0.00	\$0.00	\$0.00
152-2024	PO Reg	04/25/2024	04/25/2024		LEAF Capital Funding LLC	0	\$2,545.20	\$0.00	\$0.00	\$0.00	\$2,545.20
					Total for selected purchas	e orders:	\$342,374.89	\$133,334.21	\$455.78	\$0.00	\$208,584.90

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

#### Purchase Order Listing

Year 2024

Purchase Order #	Туре	Issue Date	Transaction Date	Expire Date	Vendor	Status	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance
137-2024	PO ThnNw	04/12/2024	04/12/2024		Bricker Graydon LLP	С	\$4,336.25	\$4,336.25	\$0.00	\$0.00	\$0.00
142-2024	PO ThnNw	04/17/2024	04/17/2024		THE WALLEYE FEDERATION, LLC TWF, LLC	0	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00
153-2024	PO ThnNw	05/01/2024	05/01/2024		LORAIN COUNTY TREASURER	0	\$9,606.12	\$9,606.12	\$0.00	\$0.00	\$0.00
					Total for selected purchas	\$38,942.37	\$13,942.37	\$0.00	\$0.00	\$25,000.00	

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

#### RESOLUTION NO. 2024-\_\_\_

## A RESOLUTION TO APPROVE APPROPRIATIONS (THEN AND NOW CERTIFICATE) FOR THE LORAIN PORT AUTHORITY.

WHEREAS, Ohio Revised Code 5705.41(D)(1) provides that if prior certification of funds by the fiscal officer was not obtained before the contract or order involving the expenditure of money was made then the fiscal officer may instead certify; and

WHEREAS, that there was at the time of the making of such contract or order and at the time of the execution of such certificate a sufficient sum appropriated for the purpose of such contract and in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances; and

**WHEREAS**, Thus, the fiscal officer is certifying that there were appropriations available and funds in the treasury or in the process of collection at the time the contract or order was made (then), and there are still sufficient appropriations and funds in the treasury or in the process of collection at the time the certificate is being issued (now), and

WHEREAS, the amount of the certificate exceeds \$3,000.00.

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

**SECTION I.** It is hereby certified that both at the time of the making of the attached contract(s) or order(s) and at the date of the execution of this certificate, the amount of funds required to pay this contract(s) or order(s) has been appropriated for the purpose of this contract or order and is in the treasury or in the process of collection to the credit of the fund free from any previous encumbrance.

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

Ayes:

Nays:

Abstain:

Adopted: