



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

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

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

Tuesday, October 10, 2023

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

cc: Mayor/Administration  
City Council  
Media



**Lorain Port and Finance Authority**  
Board of Directors Regular Meeting  
Tuesday, October 10, 2023, at 6:00 p.m.  
Port Office

**AGENDA**

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- I. Roll Call
- II. Pledge of Allegiance
- III. Disposition of Meeting Minutes
  - A. February 14, 2023, Financial Planning & Audit Committee Meeting
  - B. April 11, 2023, Marketing & Public Affairs Meeting
  - C. September 12, 2023, Regular Board Meeting
- IV. Report of Officers
  - A. Chairman
    - 1. Correspondence received:
  - B. Executive Director
    - 1. Caboose Update  
*Staff Presenter: Tom Brown, Executive Director*
    - 2. Levy Renewal versus Replacement Evaluation and Discussion  
*Staff Presenter: Tom Brown, Executive Director*
    - 3. Navigational Aids Grant Request Application: Resolution No. 2023-\_\_  
*Staff Presenter: Kelsey Leyva Smith, Office Manager*
- V. Report of Committees
  - A. Contract Management Committee
    - 1. King Fishery Lease Agreement: Resolution No. 2023-\_\_  
*Staff Presenter: Tom Brown*
  - B. Strategic Development Plan Committee
  - C. Marketing and Public Affairs Committee
  - D. Financial Planning and Audit Committee
    - 1. Accepting Amount and Rates for Calendar Year 2024: Resolution No. 2022-\_\_
  - E. Bylaws & Personnel Committee

- VI. Other Business: Special Board Meeting Monday, October 24, 2023 at 5 p.m.
- VII. Public Comment
- VIII. Adjournment

**Lorain Port and Finance Authority**  
**Board of Directors**  
**Financial Planning & Audit Committee Meeting**  
**Tuesday, February 14, 2023, at 6:00 p.m.**  
**Port Office**

**Committee:** Mss. Bonilla and Kiraly; Mr. Zellers (3)

**Board Members:** Mr. Nielsen

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

**Guests:** None

**I. Roll Call**

A. The committee meeting was called to order at 6:00 p.m. by Chairwoman Tamika Bonilla with a roll call indicating a quorum present.

**II. Report of Chairman**

A. 2022 Annual Financial Report: Mrs. Smith said this starts with the notes, which explains our organization and what we do and where we are financially. She said we're in great shape and opened the floor to the committee members. Ms. Kiraly said she doesn't have any questions. Ms. Bonilla said Mrs. Smith is meticulous, she wished she had her at her daycare. Mrs. Smith said there are a few items she wanted to point out. Last year, we had two different funds that were supposed to have their advancement of funds paid back by December 31, but due to various unforeseeable issues out of our control led to the projects taking longer. As a result, she is requesting two repayment extension resolutions later tonight at the regular board meeting. Mrs. Smith said you don't have to budget advances because it is a lone, but she did put it in for the Inclusive Project Planning Grant so the numbers aren't skewed. All the special revenue funds are listed separately in the last few pages. They correspond to the figures on the first two pages of the 2022

financial statement. Each one of the pages gives more information, so you can drill down as far as you like. The first two pages is the overall.

**B. 2023 Permanent Budget:** Mrs. Smith said we'll start with the general fund on page one. The proposed 2023 budget is highlighted in blue. The carryover into 2023 was \$854,697.60. We had prior year encumbrances of \$37,071.95. Our total unencumbered balance was \$817,625.65. She said when we budget the \$840,000 from the county real estate taxes, the homestead and rollback is receipted a few line items down. Looking at the taxes, that number is very low. We called the county auditors and asked why. It will fluctuate from time to time, and they explained there are several large taxpayers who paid after the deadline. We'll get a larger distribution next time. The next line is the ODNR submerged land lease. It's doubled this year because they didn't pay last year. They typically pay in December but it hit our bank on January 3. Next budgeted item is recreational fees and that's at \$12,500 because we try to be conservative. Real estate sales we don't budget until we get. The Oasis number is defined in their lease. We have a lease with Lumen, which is changing names again. Black River Landing went up because we're including Mr. Bob Early's donation as well as rent collected. The \$10,000 under economic development is from Ariel on Broadway. The total revenue anticipated is \$992,304. Moving onto expenditures, the first two are related to the river tours. Electric is at \$40,000 and natural gas is at \$6,500. Under salaries we include extra for Mr. Mike Brosky and an intern and it comes to \$344,000. OPERS and Medicare is a percentage of the salaries. The hospitalization rate is not going to change this year. Life insurance changed by \$44 for the year. Workman's comp has a little in it just in case. "Other insurance benefits" is the reimbursement for medical through our policies and procedures. With travel and training, we're hopefully we'll be back to normal after quite years in 2020 and 2021 due to Covid. Mr. Zellers asked if the travel 2022 included the Kelley's Island project? Ms. McClelland said yes, it is included. Mr. Brown said Mrs. Smith will once again be going to the Auditors' training that has been virtual the last couple of years. Mrs. Leyva Smith will be

going this year, too. Mrs. Smith said the fireworks expenses are separated out as the board requested. Rents and leases has been consistent. Army Corps of Engineers is the pier lease, \$16,843. We have a contract with Verdantas for \$15,000, so we can use the rest of that as our in-kind contribution. We have \$3,000 in accounting and legal just in case. We can always add more if needed. UAN Fees is the accounting software and computer provided by the state. We have \$5,000 in engineering as a placeholder. Planning consultant is set at \$15,000. We put \$20,000 in other professional and technical services, and that covers Mr. Chris Haynes' contract. Liability insurance is \$5,700. In 2022 we had an insurance rebate of \$4,000 due to the Marine Patrol moving to the police department. Dues and fees is \$14,000. Office supplies and materials is at \$5,000. Mrs. Smith said we don't print nearly as much as we used to. Repairs and maintenance is at \$190,000, which is pretty consistent. Goose Dog is \$1,500. Machinery, equipment and furniture we've started at \$3,500. Mr. Zellers asked why nothing was in Auditing Services? Mrs. Smith said in 2022 we did not exceed the \$750,000 federal funds threshold, and we are back to every other year for audits. In capital, we have \$50,000. The total expenditures come to \$1,107,091.00. Mr. Zellers said we're spending more than we earn, but we usually do better because we don't typically spend all of what we predict? Mrs. Smith said yes. If everything goes according to plan, our carryover would be \$739,000 in 2024. Mr. Zellers asked about electricity and if staff saw improvement after switching to LED? Mrs. Smith said yes. Mr. Brown agreed and said electricity is event driven. He said we don't spend a ton on natural gas. Mrs. Smith said the next fund is the USEPA Brownfields Assessment Grant. We didn't draw down or use it in 2022, so that's now listed under 2023. The \$500,000 is broken down to \$6,500 in travel and transportation, \$493,000 in contractual services and \$500 in supplies and materials. The next is Marine Patrol. She was able to transfer the \$1.32 balance back to our general fund and it's closed out. Mr. Zellers asked if the police department took over the Marine Patrol grant? Mr. Brown said yes, they're applying for the grant again.

Next is the Inclusive Project Planning Grant. This is one needing an extension for the advancement of funds. Mrs. Smith said this is a reimbursable grant, so we won't receive the JobsOhio funds until the project is complete. Then we can pay the advancement or loan back to the general fund. Next is Kelley's Island Project fund which has a zero balance going into 2023. We received \$390,854.54 in fees from the project. Mr. Zellers said in the future, we need to calculate and charge for hours. Mrs. Smith said the Port and Parks fund is next. We're hoping to finish it this year. We have a grant extension until June 30. What wasn't spent in 2022 was moved to 2023. The Stage Project is the last page. We got \$995,000 from the county in late December. When we sold t-shirts and got donations, it totaled \$1,260.50. She wasn't able to transfer the amount from the general fund to the stage account before her surgery, so there will be a transfer in. She used call center tags in the accounting system to better show what expenses are being covered. Ms. Kiraly said that is very helpful. Mrs. Smith said there's a lot that goes into this. Mr. Zellers said he can tell she spends a lot of time with it and he appreciates it. Mr. Zellers moved to recommend approval of the 2023 permanent and the 2022 annual financial report to the full board. Ms. Kiraly. Motion carried.

### **III. Other Business**

**A.** None.

### **IV. Adjournment**

**A.** There being no further business to come before the Financial Planning and Audit Committee, Mr. Zellers moved to adjourn. Ms. Kiraly seconded. The motion carried and the meeting adjourned at 6:38 p.m.

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Tamika Bonilla, Chairwoman

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Tom Brown, Executive Director

**Lorain Port and Finance Authority**  
**Board of Directors**  
**Marketing and Public Affairs Committee Meeting**  
**Port Office**  
**Tuesday, April 11, 2023, at 6:00 p.m.**

**Committee Members:** Ms. Kiraly; Messrs. Nielsen, Scott and Veard (6:26 p.m.) (4)

**Board of Directors:** Mrs. Silva Arredondo (6:51 p.m.); Messrs. Zellers and Mr. Zgonc  
(6:58 p.m.)

**Staff:** Tom Brown, Executive Director  
Tiffany McClelland, Assistant Director  
Yvonne Smith, Accountant  
Kelsey Leyva-Smith, Office Manager  
Michael Brosky, Esq., Port Attorney (6:47 p.m.)

**Guests:**

**I. Roll Call**

**A.** The Marketing and Public Affairs Committee Meeting was called to order at 6:07 p.m. by Chairman Carl Nielsen with a roll call indicating a quorum present.

**II. Report of Chairman**

**A. Bockin' on the River – Oktoberfest Event:** Mr. Nielsen wants to enhance our brand to continue to pass the levy. Mr. Scott asked how much the levy generates? Mrs. Smith said about \$850,000. Ms. McClelland said we wouldn't survive without it. Mr. Scott asked how long it's been on the ballot? Since the 80s. It has never failed. Mr. Nielsen said it last passed with 65 percent and he wants it to pass with 75 percent approval. Mr. Scott asked when it would go on the ballot? Mr. Brown said May 2024 is the earliest we could go on the ballot. He said we've gotten calls about having an Oktoberfest event. They've talked about a play on Rockin' on the River called Bockin' on the River since bock is German beer. It would be a low-budget, 16-2p Saturday afternoon. We're thinking Sept. 30. We would collect a fee from food vendors and have German food, negotiate with Heidelberg distributing for German beers, and charge a small ticket fee. Mr. Brown also mentioned creating a lederhosen t-shirt with six sponsorship opportunities on the back of the shirt. We could sell them at ROTR over the



summer. We would pre-sell mugs, too. WOBL/WDLW wants to partner and be a sponsor. We'd also try to get some polka bands in here. Mr. Brown said we wouldn't be trying to have 10,000 people; we just want to add another event to the fall schedule. We'll have two gates. Mr. Nielsen said we'll have to price out security and insurance. Ms. Kiraly asked if there was an estimate for total cost? Mr. Brown said no, he's still waiting to hear back on a few items. He's guessing a couple thousand for a polka band. With Heidelberg, we'd only pay for what we use. He thinks it will be minimal exposure. Mr. Mullins asked about the time? Mr. Bown said he was thinking 12-6p like BrewFest, but we can adjust that to whatever we want. Mr. Mullins thinks some people like to come out in the evening hours. Mr. Nielsen said he knew someone that had a similar event with a \$15,00 budget, and he imagines it would be around that. Mr. Brown said he wanted to gauge interest, but he should have prices soon. Mr. Scott wondered if we could do more than just an event? Mr. Nielsen said he wants to develop our brand image. Mr. Brown said we can have t-shirts and mugs to sell at our tent at Rockin' on the River, and at BrewFest. Mr. Mullins thinks our partners like Oasis would like to get involved. Mr. Nielsen said it's a gamble, but he doesn't see a lot of exposure either. Ms. Kiraly thinks it's a good idea, too. Mr. Scott wants to move forward, but also think about ways to maximize the event. WOBL/WDLW wants to be more present in Lorain. They want to do a podcast with us. We're looking for office space for them in Lorain. Mr. Nielsen said they'll be back in May with better numbers. Mr. Zellers asked about food. Mr. Brown said we'd charge the food vendors up front. Mr. Scot asked if we needed the liquor permit to do the event? Mr. Brown said no, we would get an F2 permit.

- B. 4/08/2024 Solar Eclipse Event (Black Out):** Mr. Nielsen said we should use our site to have a Black Out Party. Mr. Brown said we're in the path of totality, and hundreds of thousands of people will be in the area. We have to protect our site so they don't camp out overnight. We should also capitalize on this. Mr. Nielsen said it will be a month before the levy. Monday, April 8, 2024 at about 3:20 p.m. Mr. Brown said the Ariel hotel is already starting to book up as well as hotels in the region. He said it might be a free event, but we should charge food trucks

and vendors to be here and serve beer. We'll have to pay for bathroom attendants and security, so there will be costs that day no matter what. The Lorain County Metro Parks might bring a projector to show the NASA footage. Mr. Scott said last year on April 18 we had two inches of snow. Mr. Brown said another expense would be if we get a DJ. He wants to try to get back what we'll spend hosting. Mr. Scott said he remembered people stopping on the turnpike to look during the last eclipse. Ms. McClelland said we're expecting the same. Mr. Brown said officials are coming up with a traffic plan. We envision an event until 5 p.m. or 6 p.m. Mr. Scott asked about a pre-party the night before? Ms. McClelland said we're behind the curve compared to others planning. Mr. Brown said FireFish asked to have a party on our site, but we declined as we aren't accepting any proposals until we establish our plan. Mr. Nielsen said the people might not vacate in time. Mr. Brown is getting prices on the glasses you can wear to watch it. We could create a t-shirt. Mr. Scott asked where we'll be in the stage planning at this time? Mr. Brown said we don't know. He has cautioned our partners about our site potentially being under construction. The entry fee goes toward the stage. Mr. Scott said we need the glasses and could make a killing. Mr. Brown said he'll get a price on the glasses with our logo. We can then set a price point, do some t-shirt design mockups. If someone wants to sell twinkling lights, we charge a certain amount. Mr. Scott wants to help generate more business for the downtown businesses, too. Ms. McClelland said the hotel will fill quickly and that should benefit the downtown businesses.

- C. ROTR marketing plans for this season:** Mr. Brown said we have the tent from last year. He's getting pricing on the t-shirts that were popular. We'll get two new colors to throw out during intermission. Do we want to do anything other than Rockin' on the River t-shirts? Last year we did a stage blueprint. We could even do more of those. Ms. Kiraly suggested a t-shirt with the logo or design on the back. Ms. McClelland said we do have blueprint shirts left. Mr. Scott asked what we do with the emails we collect? Mr. Brown said they get loaded into the marketing and newsletter list. Mr. Nielsen said board members are encouraged to volunteer at the Port tent. It's a good location and fun volunteer opportunity.

Mr. Brown said we'll mockup more t-shirts. Ms. Kiraly likes the black design from a few years ago and suggested black. Mr. Nielsen said the first concert is on Friday, Memorial Day weekend. We'll be pouring sometime in July. Mr. Scott asked about raffle tickets for our boat tours or a 50/50? Mr. Brown said it would depend on how many people we had volunteering. We'll have Mr. Brosky look into the restrictions.

- D. 2023 Rental Calendar and future rates:** Mr. Nielsen said we have an old set of rules. We need to take a hard dive and totally rewrite them. He thinks we're getting interest from people because it's such a great value for Black River Landing. He wants to stop renting until we get new guidelines in place. Mr. Brown said what we charge is pennies. There's so much exposure, we need to raise our rates. We spend a lot of staff time trying to determine if the pie in the sky ideas we get are feasible. Mr. Scott asked what we're thinking? Ms. McClelland said she's breaking everything down to build it back up. Mr. Nielsen said we're not taking any more applications. Ms. Kiraly asked what the rates are today? Ms. McClelland said \$2,600 for a Black River Landing. Mrs. Leyva Smith said that doesn't include the \$1,000 deposit, which is refundable if there's no damage or anything left behind. Ms. McClelland said we also have a nonprofit rate, which is \$1,400. Mr. Nielsen asked for a motion to present to the full board. Mr. Zellers said he wants to set a date. Mr. Brown said he'll be the bad guy. Mr. Zellers said we also need to revisit who we donate the site to and if we want to do that moving forward. Mr. Nielsen said we need to rewrite how we rent the site. Ms. McClelland said this is proactive, so when the new stage is ready, we have a new structure in place. Ms. McClelland said we rent year to year. Our policy is to field any idea from anyone. We just don't want to rent in the meantime while we're getting ready for next year, so just closing the calendar for the rest of the year. Mr. Brown said the issue is everyone wants a Saturday. We have Friday night events, and then have to flip the site. It's difficult to do that. Mr. Mullins said he doesn't want to not rent. He wants to raise the fees. Ms. McClelland said that would fix one problem, but we need to restructure all together. Mr. Mullins wants to raise our prices in the meantime. Mr. Nielsen said it's more than a dollars and

cents issue. We need a policy manual, too. Mr. Zellers asked what is generated by the site. Mrs. Smith said about \$15,000. Mr. Zellers said we might need a part time event coordinator. Ms. McClelland said a site manager will likely be needed. Mr. Brown will handle all future requests to rent Black River Landing.

### **III. Other Business**

A. None.

### **IV. Adjournment**

A. There being no further business to come before the Marketing and Public Affairs Committee, Ms. Kiraly moved to adjourn the meeting. Second by Mr. Scott. The motion carried, and the meeting adjourned at 7:01 p.m.

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Carl Nielsen, Chairman

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Tom Brown, Executive Director

**Lorain Port and Finance Authority**  
**Board of Directors**  
**Regular Meeting**  
**Port Office**  
**Tuesday, September 12, 2023, at 7:00 p.m.**

**Board of Directors:** Ms. Kiraly; Mrs. Silva Arredondo; Messrs. Mullins, Nielsen,  
Scott and Zgonc (6)

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

**Guests:** None

**I. Roll Call**

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

**II. Pledge of Allegiance**

**III. Disposition of Meeting Minutes**

**A. May 24, 2023, Strategic Development Plan Committee Meeting:** Mrs. Leyva Smith said there were no corrections or changes. Mrs. Silva Arredondo moved to approve the meeting minutes. Second by Ms. Kiraly. Motion carried.

**B. July 20, 2023, Special Board Meeting:** Mrs. Leyva-Smith said there were a few changes. She added Mrs. Smith as one of the staff attendees. She also added a 0 to the start time to correct it to 7:00 p.m. Mr. Nielsen moved to approve the meeting minutes as corrected. Second by Mr. Scott. Motion carried.

**C. August 8, 2023, Regular Board Meeting:** Mrs. Leyva Smith said she had no corrections. Mr. Scott moved to approve the meeting minutes. Second by Mr. Nielsen. Motion carried.

**IV. Report of Officers**

**A. Chairman**

**1. Correspondence received:**

- a. Mr. Brown said there was no correspondence.

## **B. Executive Director**

1. End of Summer Update: Mr. Brown said he has reached out to Oasis Marinas for an end of season meeting. The last Rockin' on the River is this Friday. New ROTR t-shirts in pink and green are available for anyone interested. It was an up and down season. Good performers, but weather issues. Alcohol sales have been down this year. Other venues are experiencing the same thing, so we aren't unique. Mr. and Mrs. Bob and Sandy Earley will be back next season for 2024. Labor Fest was last weekend. It was well attended and ran smoothly. Mr. John Gallo is doing a great job. This Saturday, FireFish will be burning their fish in the south parking lot on a mobile unit. The gate at Mile-Long Pier has been approved by the USACE and we will start with that installation as soon as possible. The quotes came back less than anticipated. The temporary gate has slowed things down and the Lorain Police Department has made improvements in patrolling. Things have improved in the last month. The Caboose is making progress. Their event called Roads, Rails N' Sales is Sept. 24 at BRL. When the caboose is complete, we'll have the marketing committee meet to discuss moving it to the site and what that will entail. Mr. Nielsen wants a business plan and insurance. Mr. Brown said we think we'll want to fence it in. Overall, not too bad with vandalism. Anything unattended is vulnerable to it. We'll do a walkthrough at the end of the season. We had four trees removed after the August 23 storms. Port-o-Johns were strewn about. The site needs a little time to rest and recover. We have a quote to redo the area under the triangle on the side of the office. Grass has never grown there. We're planning to take out the grass, add stone and maybe some perennials. We're still working on the bluff at Lakeside Landing. Everything on all sites grew remarkably. Trees needed trimmed twice. It was a growing season. We'll talk about projects for next year at a later meeting.

### **C. Assistant Director**

1. Feasibility Study Update: Ms. McClelland said some of the board members have been contacted to participate and others provided names. Ms. Stacy Caddey is well underway with the interviews. We're hoping to get a few more interviews in the next two-to-three weeks. She will present her results at the October meeting. It will either be a special call or at the regular meeting. So far, very positive conversations. Ms. Caddey is the only one who knows what has been said, but she seems to be optimistic. Mr. Zgonc asked about the number of contacts. Ms. McClelland said she's done about 20 interviews so far. She wants about 25-30. We have a list of eight people to contact still, and she has about three interviews lined up. Mrs. Silva Arredondo asked to hold off scheduling the meeting until she's back in town on October 17.

### **V. Report of Committees**

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

1. Mr. Zgonc said there was no report.

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

1. Mr. Zgonc said he had no report.

#### **C. Marketing and Public Affairs Committee**

1. Mr. Nielsen said he had no report.

#### **D. Financial Planning and Audit Committee**

1. Ms. Bonilla and Mrs. Smith were absent. No report.

#### **E. Bylaws and Personnel Committee**

1. Meeting time change: Mrs. Silva Arredondo said the committee met today and recommended to the full board changing the regular meeting time to 6 p.m. Mr. Mullins moved to recommend to the full board changing the regular board meeting time from 7 p.m. to 6 p.m. Second by Mr. Nielsen. Motion carried.

### **VI. Other Business**

- A. Mr. Scott asked about Mrs. Smith and the workload on the office? Mr. Brown said Mrs. Leyva Smith has been doing a stellar job and it hasn't gone unnoticed. She trained under Mrs. Smith, and Mrs. Smith will not have a lot of catching up to do when she returns. Mr. Scott asked about the financial reports? Mrs. Leyva Smith

said she hadn't done that before, but she's open to learning. Ms. Bonilla said she didn't mind waiting until Mrs. Smith returned. She'll be back in October.

**B.** Mr. Zgonc asked about the levy? Mr. Brown said the county is running the numbers. We should have that back by October.

**VII. Public Comment**

**A.** None.

**VIII. Executive Session: Purpose of Property Disposition**

**A.** Mr. Brown said the executive session was unneeded.

**IX. Adjournment**

**A.** There being no further business to come before the board, Mr. Scott moved to adjourn. Ms. Bonilla seconded. The meeting adjourned at 8:09 p.m.

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Brad Mullins, Chairman

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Tom Brown, Executive Director



**RESOLUTION NO. 2023-\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO FILE A NAVIGATIONAL AIDS GRANT REQUEST APPLICATION.**

**WHEREAS**, it is the desire of the Lorain Port Authority to file a Navigational Aids Grant Request application for funding assistance through the Ohio Department of Natural Resources Division of Watercraft for navigational aids for the Agency; and

**WHEREAS**, the Port is responsible for the maintenance and placement of the navigational aids along the shores of the City of Lorain.

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

**SECTION I.** That the Executive Director or his designee is hereby authorized to submit a Grant Application to the Ohio Department of Natural Resources Division of Watercraft for the for navigational aids for the Agency.

**SECTION II.** That the request is for the replacement of existing navigational aids to ensure that all navigational aids are in adequate condition for the 2024 calendar year.

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

**Ayes:**

**Nays:**

**Abstain:**

**Adopted:**

\_\_\_\_\_  
Brad Mullins, Chairman

\_\_\_\_\_  
Tom Brown, Executive Director

**RESOLUTION NO. 2023-\_\_**

**A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO RENEW AN AGREEMENT WITH KING FISHERY TO LEASE A PORTION OF THE GROVE SITE FOR TEMPORARY STORAGE OF COMMERCIAL FISHING VESSELS.**

**WHEREAS**, the Lorain Port Authority acquired the Grove Site in 1995 and subsequently developed Black River Landing, 421 Black River Lane, Lorain, Ohio 44052; and

**WHEREAS**, an Agreement has been prepared (attached) relative to temporary leasing of the site for storage of commercial fishing vessels.

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

**SECTION I.** That the Executive Director is hereby authorized to enter into an Agreement with King Fishery Lorain, Ohio, to lease real property belonging to the Lorain Port Authority for temporary storage of commercial fishing vessels.

**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

## LEASE AGREEMENT

WHEREAS, The Board of Directors of the Lorain Port Authority has determined that the real property is not needed during the term of the lease for the purpose of the Lorain Port Authority; and,

WHEREAS, The Lorain Port Authority consistent with its authority under Ohio Law is authorized to convey, lease, or exchange, “without competitive bidding and on mutually agreeable terms, any real property, or any interest therein, which is not needed for the purpose of the grantor”, the Lorain Port Authority.

### **NOW THEREFORE, it is mutually agreed as follows:**

1. PARTIES

THIS LEASE is made this \_\_\_\_\_, 2023, between the Lorain Port Authority, 319 Black River Lane, Lorain, Ohio 44052, as Lessor and Kenneth King d.b.a. King Fishery as Lessee, 150 East Eighth Street, Lorain, Ohio 44052.

2. DESCRIPTION

Lessor hereby leases to the lessee dockage space presently constituted (hereinafter called the premises) known as the “Grove Site” in the City of Lorain, County of Lorain, State of Ohio, and consisting of the southern 50 feet of the “Grove Site” parcel located along the river edge shoreline. No inland property shall be considered part of this Lease Agreement (See attached sheet) (hereinafter called the premises).

3. TERM

The space is leased on a month-to-month basis for a term not to exceed one (1) year. This lease may be terminated by either party upon thirty (30) days written notice to the other party. Notice shall be deemed given upon delivery to Lessee’s address as stated above or personally at the leased premises.

4. RENT

The rent of Four Hundred Dollars (\$400.00) per year shall be payable within fifteen (15) days upon execution of this Agreement.

5. USE AND OCCUPANCY

Lessee shall use and occupy the premises only as a dockage facility for tie-up and storage of commercial fishing vessels.

6. COVENANT TO PAY RENT

Lessee shall pay rent, and any additional rent as may hereinafter be provided, to Lessor at the above stated address.

7. CARE AND REPAIR OF PREMISES

Lessee shall commit no act of waster and shall take good care of the premises and the fixtures and appurtenances therein, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. All improvements as made by Lessee or to the premises which are so attached to the premises that they cannot be removed without material injury to the premises, shall become the property of Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor.

8. IMPROVEMENTS

Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to or about the premises.

9. ASSIGNMENT OR SUBLEASE

Lessee shall not assign, this lease, in whole or in part, or sublet the premises or any part thereof.

10. UTILITIES

Lessee shall be responsible for the installation costs of utility service and for the payment of all utilities if required to the site.

11. INSURANCE / IDENTIFICATION

Lessee shall hold Lessor harmless for any an all claims, damages or losses arising out of the use of the premises. Lessee shall maintain \$1 million liability insurance and shall provide evidence of same for Lessor, and name Lessor co-insured. Lessee shall identify the lessor against any and all claims awarded losses or damage whatsoever made by lessee or any third-party.

12. LESSOR'S REMEDIES ON DEFAULT

If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any rent, or additional rent, default within three (3) days or other default within fourteen (14) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such fourteen (14) days and thereafter proceed with reasonable diligence and in good faith to cure such default) then Lessor may terminate this lease on not less than three (3) days notice to the Lessee, and on the date specified in said notice the term of this lease shall terminate, and Lessee shall then quit and

surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee. Lessor reserves the right to cancel this lease pursuant to paragraph 3 hereunder without cause.

13. NO WAIVER OF COVENANTS OR CONDITIONS

The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein conditioned, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This lease cannot be changed or terminate orally.

14. RIGHT TO CURE LESSEE'S BREACH

If Lessee breached any covenant or condition of this lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the reasonable amount of all expense, including attorney fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed additional rent payable on demand.

15. NOTICES

Any notices by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by ordinary mail in a postpaid envelope addressed, if to Lessee, at the address so designated in this agreement. Notice shall be deemed to have been duly given, if delivered personally or to the address designated in this lease agreement, upon delivery thereof, and if mailed, upon the third day after the mailing thereof.

16. RIGHT TO INSPECT AND REPAIR

Lessor may, but shall not be obligated to, enter the premises at any reasonable times, or upon reasonable notice to Lessee (except that not notice be given in case of emergency) for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on, and about the premises as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason thereof.

17. NO OTHER REPRESENTATIONS

No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representations or promises.

18. NO SECURITY

Lessor is not responsible for security of damages. The parties agree that the Lorain Port Authority shall have no duty to provide security to the leased site area. Security measures are solely the responsibility of lessee.

19. ENTIRE AGREEMENT

This instrument constitutes the sole and only agreement of the parties hereto relating to said sale and transfer of assets and correctly sets forth the rights, duties and obligations of each to the other as of its date. Any prior agreement, promises, negotiations or representations not expressly set forth in this Agreement are of not force or effect. Any oral representations or modifications concerning this instrument shall be of nor force or effect excepting subsequent modifications in writing, signed by the parties to be charged. This Agreement constitutes the entire agreement between the parties and no oral or implied agreement exists.

20. BINDING CONTRACT

This Agreement shall inure to the benefit of, and be binding upon the parties, their legal representatives, successors and assigns. No agreement between the parties exist except for those which have been reduced to writing and which has been executed by all parties interested in this transaction. This Agreement shall be construed under and in accordance with the laws of the State of Ohio. It is expressly understood by the Seller, that this Agreement is contingent upon the Board of Directors of the Lorain Port Authority authorizing said agreement and agreeing to the terms and conditions herein contained by adoption of a Resolution providing for the same.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

SIGNED IN THE PRESENCE OF:

THE LORAIN PORT AUTHORITY

\_\_\_\_\_

By:

\_\_\_\_\_  
Tom Brown, Executive Director  
Lorain Port Authority

KING FISHERIES

\_\_\_\_\_

By:

\_\_\_\_\_  
Kenneth King  
d.b.a. King Fishery

**RESOLUTION NO. 2023-\_\_**

**A RESOLUTION ACCEPTING THE AMOUNTS AND RATES FOR CALENDAR YEAR 2023 AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR.**

**WHEREAS**, Resolution No. 2023-12 passed July 11, 2023, authorized the Executive Director to submit the 2024 operating budget and request and amended Certificate of Resources from the County Auditor; and

**WHEREAS**, based upon the operating budget it is necessary to accept the official Certificates of Estimated Resources and Appropriations from the Lorain County Budget Commission.

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

**SECTION I.** That the Board of Directors hereby accepts the official Certificate of Estimated Resources and Appropriations as approved by the Lorain County Budget Commission.

**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