



319 Black River Lane
Lorain, Ohio 44052
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lorainport.com

DATE: December 9, 2022
TO: Board of Directors
FROM: Brad Mullins, Chairman, Boards of Directors
SUBJECT: Meeting Notice

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

Tuesday, December 13, 2022

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

cc: Mayor/Administration
City Council
Media

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Lorain Port and Finance Authority
Board of Directors Regular Meeting
Tuesday, December 13, 2022, at 7:00 p.m.
Port Office

AGENDA

- I. Roll Call
- II. Pledge of Allegiance
- III. Disposition of Meeting Minutes
 - A. February 13, 2018, Grounds Maintenance & Capital Improvements Committee
 - B. September 10, 2019, Grounds Maintenance & Capital Improvements Committee
 - C. November 8, 2022, Regular Board Meeting
- IV. Report of Officers
 - A. Chairman
 - 1. Correspondence received:
 - B. Executive Director
 - 1. Black River Landing Liquor Permit Research
Staff Presenter: Tom Brown, Executive Director
 - 2. 2023 Staff and Legal Compensation Package
Staff Presenter: Tom Brown, Executive Director
 - C. Assistant Director
 - 1. Amendment for Altenheim Bond: Resolution No. 2022-__
Staff Presenter: Tiffany McClelland, Assistant Director
 - 2. JobsOhio Grant Agreement Amendment: Motion to approve
Staff Presenter: Tiffany McClelland, Assistant Director
- V. Report of Committees
 - A. Contract Management Committee
 - 1. 2023 Litter Control Contract: Resolution No. 2022-__
Staff Presenter: Kelsey Leyva-Smith, Office Manager
 - 2. 2023 AAble Rents Stage Top Agreements: Motion to approve
Staff Presenter: Kelsey Leyva-Smith, Office Manager

3. Crow's Nest Digital Media Contract: Resolution No. 2022-__

Staff Presenter: Tom Brown, Executive Director

B. Strategic Development Plan Committee

C. Marketing and Public Affairs Committee

D. Financial Planning and Audit Committee

1. November 2022 Financial Statement: Motion to approve

Staff Presenter: Yvonne Smith, Accountant

E. Bylaws & Personnel Committee

1. Bylaws Update: Motion to approve

Staff Presenter: Tiffany McClelland, Assistant Director

2. Drone Policy Discussion

Staff Presenter: Tiffany McClelland, Assistant Director

VI. Other Business

VII. Public Comment

VIII. Executive Session: Property Disposition

IX. Adjournment

LORAIN PORT AUTHORITY
Board of Directors
Grounds Maintenance & Capital Improvements Committee Meeting
Tuesday, February 13, 2018

Committee: Mrs. Cook; Messrs. Bansek, Davila (5:48 p.m.) Nielsen and Zellers

Board Members: Messer's Kuszniir (5:52 p.m.), Mullins (5:40 p.m.) and Zgonc (5:43 p.m.)

Staff: Tom Brown, Executive Director
Tiffany McClelland, Economic Development Specialist
Kelsey Leyva, Office Manager

Guests: John Schrenk, citizen

I. Roll Call

- A. The committee meeting was called to order at 5:33 p.m. by Chairman Carl Nielsen. Roll call indicated a quorum present.

II. Report of Chairman

- A. Maintenance Personnel Issue: Mr. Nielsen said he and Mr. Brown talked and are open to debate but they believe we need to keep the status quo for a while. Our options were to hire a firm, hire a maintenance person or keep doing as we are with an independent contractor on an as needed basis. Mr. Nielsen said until we hear back from the study, he believes we should continue as we have in the past. Mr. Zellers asked for Mr. Brown's input. Mr. Brown said he thought Mr. Nielsen summarized it nicely. The board made it pretty clear there was no room in the budget for additional personnel. He agrees with keeping the status quo until the CDFA study is complete and he looks forward to getting the CDFA assessment back. Mrs. Cook asked about who takes care of the maintenance currently. Mr. Brown said Mr. Brian Poyle does our flag poles and bigger jobs and Mr. Ed Abel handles the minor jobs. He is working in the Train Station currently repainting the bathrooms. Ms. Leyva orders work for big jobs. A private company cleans the office once every two weeks and is sufficient for now. We're also hired window washers in the past. Mrs. Cook said the

benefit in tackling projects this way is the Port doesn't have to pay employee benefits. Mr. Brown said it comes down to the theory of this organization. If we're going to be property managers, then that's what our time and efforts will go toward. It still takes people and staff time to call and schedule work and to provide access for workers. Mr. Brown still thinks there's a place for a maintenance person in the staff. He will continue to research it but will stick with the status quo for this year. He said he is excited about the new grounds' maintenance company, but he doesn't believe what we have is a permanent solution. If we want the staff chasing business and trying to get financial deals to become more self-sufficient, it becomes a balancing act with time. Mr. Nielsen said we'll get by for 2018. Mr. Zellers said he didn't realize the board was against hiring an extra person and he didn't necessarily feel the same way.

- B.** Site walkthrough report: The site walkthrough was on a Sunday morning. Mr. Brown thanked those who attended the walkthrough. He felt the attendees agreed the items needing tackled first were those involving safety concerns. Leveling the sidewalks, sidewalk repair and pier sidewalk entry repairs were deemed to be safety items. The boardwalk at Riverside Park is a short-to-mid-term goal for the same reasons. Mr. Brown said we could likely spread the projects out over the course of three years, but if we want to showcase the festival site this summer, we may want to focus on Black River Landing initially and then move to the other sites.
- C.** Capital improvements list: Mr. Brown said going after the safety related items first was universally agreed upon. The list includes tentatively assigned dates to complete the work. Asphalt sealing might need spread over three years. Mr. Zellers asked about the budget. Mr. Brown said about \$200,000 is in the maintenance account, but that includes a lot of contracts all ready, such as the lawn mowing. Mr. Zellers asked if the items with dates were planned for completion this year. Mr. Brown said his tactic would be to go after the safety items first, then come back and reassess. He would also like to complete a fence project at Black River

Landing to help with Rockin' on the River and other festivals. What we don't know about is what we'll experience when we open up restrooms and pipes and the irrigation system. Mr. Zellers asked about the safety items. Mr. Brown said path edging at Black River Landing. He also wants everything top soiled and seeded where there is damage or unlevel areas. Lighting enhancement is out for bid. The walkthrough was today. Six firms attended and a seventh called in. We need to get blueprints and voltage to them, but the quotes will be back in 30 days. Fencing upgrade isn't so much a safety item, but Mr. Brown said he's hoping to have it fenced before the summer season begins. At the Black River Wharf Boat Launch there is a very large lot and a few sidewalks. Mr. Brown estimated it to cost \$2-3,000, worst case scenario. Some sidewalks are sinking. Mr. Zellers clarified this is a project for 2018 and Mr. Brown said yes. At Riverside Park we have the Coastal Management Grant and received a letter of support from ODOT, so it seems to be under review. If we receive the grant it would be in 2019. At the Mile-Long Pier we painted sunken parts yellow recently. Lighting upgrade would include Riverside Park. Mr. Brown said we may want to reenergize our solid waste grant because it's about three years old. The hope is to redo the boardwalk at Riverside would be recycled material. The LED lights would include the Mile-Long Pier. MR. Zellers asked for clarification on the \$200,000 maintenance budget and what it includes. Ms. McClelland explained the yearly maintenance budget is typically about \$150,000, not including additional projects. We \$50,000 for miscellaneous maintenance repairs and projects. Then we have another \$40,000 in capital. This means we have about \$90,000 unencumbered. Mr. Brown said we had more than \$300,000 carryover into 2016 and about \$500,000 carryover in 2017. He is comfortable increasing some line items if the board wishes to do so. Other revenues will be coming in as well. Mr. Zellers estimated \$73,000 was available for projects this year. Mr. Nielsen suggested rounding up and making a motion for up to \$75,000 in maintenance projects. Mr. Brown

said he wasn't sure that was necessary. He feels confident in his ability to manage the budget and scale back a project if something else more pressing pops up. The safety items are imperative. Mr. Zellers asked if Black River Landing would be the only lot resurfaced in 2018. Mr. Brown said yes, then Black River Wharf in 2019 and Lakeside the year after. Mr. Zellers moved to recommend to the full board we get proposals for the resurfacing of parking lots, the path edging and leveling and the fencing/security upgrade at Black River Landing. At the Mile-Long Pier, we would get proposals to level the raised concrete and we will get similar proposals to level the sidewalk at Black River Wharf. Mr. Zellers suggested getting a multi-layer quote for the various parking lots needing paved. It may be cheaper going that route. He asked about the city doing some of the work. Mr. Brown said they can do some work, but they never made it out to our sites last season. Mr. Nielsen seconded the motion. Motion carried.

III. Other Business

- A. None.

IV. Adjournment

- A. There being no further business to come before the Grounds Maintenance and Capital Improvements Committee, Mr. Nielsen moved to adjourn. Mr. Zellers seconded the motion. The motion carried and the meeting adjourned at 5:57 p.m.

Carl Nielsen, Chairman

Tom Brown, Executive Director

LORAIN PORT AUTHORITY
Board of Directors
Grounds Maintenance & Capital Improvements Committee Meeting
Tuesday, September 10, 2019

Committee: Mrs. Cook; Messrs. Bansek, Davila and Nielsen (Mr. Zellers was absent)

Board Members: Messer's Kuszniir, Mullins, Sommers and Zgonc

Staff: Tom Brown, Executive Director
Tiffany McClelland, Economic Development Director
Yvonne Smith, Accountant
Kelsey Leyva, Office Manager
Mike Brosky, Attorney (6:52 p.m.)

Guests: None

I. Roll Call

- A. The committee meeting was called to order at 6:30 p.m. by Chairman Carl Nielsen. Roll call indicated a quorum present.

II. Report of Chairman

- A. Victory Park: We finally have ownership of the park. Mr. Nielsen said he and Mr. Brown have shared some ideas. He wants the committee to explore the options and set a game plan. His target date is Memorial Day to have it up and running and ready to go. There are a few old trees on the property and leaning a utility pole. Mr. Nielsen wants to bring in the veterans' council to see what they would like in the park. We are custodians of their memorial park. Mr. Brown walked site with a few specialists, including a tree company. He believes he has a good quote to remove two crab apple trees. There is a twisted maple in the middle of the park they don't think is safe. It will be removed and stumped out. A tree in tree lawn will be removed and stumped out. There is already one stump in the tree lawn. The city may take out one tree to save some money. There are two pines and a maple toward the rear of the site. Mr. Brown recommends trimming those for now. They'll still provide some coverage of the building and then we can reassess later. Mr. Nielsen asked about

the recommendation from the tree specialist. Mr. Brown said Brian with Tree Pro thought the pine trees were healthy. Mr. Nielsen said mature pine trees tend to fall easily in high wind. Mr. Brown said he'll have Brian come back out, but he didn't want a repeat of Oakwood Park where we take out all of the trees and have the community upset. The first quote for the trees described was reasonable. Mr. Brown wants to move forward with that and then reassess. The sidewalks are in. First energy will look at the leaning pole next week. He hopes to have the pole moved or put underground. Mr. Nielsen said underground would be ideal. Mr. Brown said he believes there are two spotlights on the monument and possibly one streetlight in front of the "V" powered by the pole. We will see what First Energy's thoughts are. Mr. Nielsen said the next piece is reaching out to the veterans' council. Mr. Brown thinks reaching out to the veterans' groups is a good, but other work is also needed. The flagpole will need replaced. It's leaning and not lit. It's an old hollow pole that's been welded before. MTC Horticultural Services also met today at the site to talk about refreshing the flower bed. Ideas included elevating the bed and maybe creating a triangle bed to match the contours of the park. They'll still leave plenty of space for other items or flowers to be added. Mr. Bansek asked if a meter was on the pole. Mr. Brown said yes. We haven't been sent a bill, but we mowed the property all year when the city still owned it. Mr. Brown later wants to add an ornamental, nice-shaped tree. It won't get too big. He wants to get the grass growing better, too, and weed and feed. Mr. Bansek asked if the trees would be done before winter? Mr. Brown said there is money left in capital that hasn't been used and he would like to tap into that to get some projects done. It's good fall and winter work so the site can recoup. Mrs. Cook moved to advance to the full board. Second by Mr. Bansek. Motion carried. Mr. Davila asked if the vets should help maintain the site. Mr. Nielsen said no. Mr. Brown said encouraged working with them for projects, events and fundraisers, but not for day-to-

day maintenance. Mr. Nielsen said we want to include them in every decision on the park.

- B.** 2019 Grounds Report: Mr. Brown said we did a lot of different bed improvements and replacements last year at Black River Landing. The site held up pretty good in 2019. With the festivals and concerts, the site experiences some wear and tear. There are some seeding issues and some of the turfed-up areas that didn't take last year. MTC is going to correct that this year. Along walking patch close to the water are bushes that grown to where it closes in on the path. We don't like it from a security standpoint or a visual aspect. MTC walked the area today and identified two nice trees in overgrown bushes. Everything but the trees will be eliminated. It'll provide a clear view to the water. People walking through there won't have to worry if someone is in the bushes. We'll have two trees on the bluff and grass growing down the pathway. Second item is in front of the stage. No matter how many times it's been reseeded it doesn't take. Too many people stand on it each season. Ms. McClelland had the idea to wait until the end of the season, measure it out and then add concrete. It would be about a 15-foot extension. Mr. Brown said he will get quotes. Mr. Mullins asked about the pavers we previously had. Mr. Brown said they were donated to the city streetscape and would have been more expensive. Mr. Davila asked about turf grass. Mr. Brown said he likes turf, but it is expensive and would receive a lot of wear and tear. Concrete would be a long-term solution. Another item is once the Caboose is refurbished and moved onto the sight closer to the Train station, we will then need to add fencing and maybe lighting. This will be an expense down the road. The fencing will match black metal fence around the site. We'll also add some signage that says to keep out unless open. Any type of static display needs some type of barrier. The other item that has come up down toward the south end of the site is possibly brush hogging the first 10-12 feet of the top of the bluff. This would enhance the view of the water. The ODNR work is beautiful and Mr. Brown wants to brush hogg a

little deeper to open it up. He will be getting quotes. Mr. Nielsen said Mr. Rick Novak did that years ago. Mr. Brown said the hill was redone at that time under a city grant. Mr. Brown said we can brush hogg some of that, but there are a lot of trees. It will come down to budget and priority. He plans to present again after receiving a few quotes. At the 14th street launch, we will need to get estimates to crack seal and coat the parking lot. Other than that, Oasis will take over and create a game plan. We are also doing the parking lot at the marina, too, and the gangplanks at Riverside Park. One or both of those projects may come out of the 2019 capital budget. Lastly, Mr. Brown said the stage top received a few repairs this year. We will use it again in 2020. He solicited a few preliminary proposals and received two of three quotes back for a new stage top. This will likely go to the Strategic Development Plan Committee. Mr. Kusznr reached out to Mr. Brown about having a strategic meeting to discuss the stage and properties. Lakeside Landing is pretty good. Mr. Brown said the Lorain County Metro Parks bike path will enter Lakeside Landing and terminate at the Mile-Long Pier. Our flagpoles and possibly our signs at the top of the hill might be moved slightly if we grant the easement. Mr. Mullins asked where it would go. Mr. Brown explained it cut through Longfellow Park into Century Park, down East Erie to Colorado Avenue and then to Lakeside Avenue. Mr. Nielsen asked if we had any say as far as where the path crossed our property. Mr. Brown said we can object, but he just got the preliminary drawings today. We would have to make an easement. Mr. Brown said he believed the bluff clearing at Lakeside was done well last year. We want rubber mulch at Riverside Park. A grant cycle is coming up with ODNR again. May reapply for boardwalk and adaptive kayak launch. Mr. Nielsen asked about extending the Black River Landing dock. Mr. Brown worries about more maintenance with adding more dock space. Mr. Nielsen and Mullins think additional dockage may be needed in the future. Mrs. Cook clarified each person on the boat pays to get into the concert. Mr. Brown said yes. An unrelated matter is litter

We're part of a county grant to get cigarette butt receptacles. They'll have a county sticker and will be mounted on poles throughout the site.

- C.** Possible 2020 Projects: Mr. Brown said the stage top discussion will go to strategic. Mr. Mullins asked if the plan was to go permanent. Mr. Brown said yes. Mr. Mullins asked about cost of permanent. Mr. Brown said we pay for the cost of cleaning, installation, removal and storage each year. If you amortize that out, go after state capital budget money, sponsorships. Mr. Brown said he believed we have a really good story to tell and there are opportunities to find some funding. Ms. Leyva said re-stitching costs \$6,500 and brand new \$46,225 with additional charges for the logo. Mr. Nielsen asked about the age of our current stage top. Ms. Leyva said it's 10-12 years old. Mr. Mullins asked for an estimated figure. Mr. Brown said if you want to do it right, he sees it being a \$1 million project. There would be a green room, protection from weather, permanent rigging for lighting and sound. We could research the charge to install lighting and sound for each show and then we charge for that accordingly. It could make it more affordable for promoters. Mr. Mullins asked if we would seek larger acts. Mr. Brown said he isn't saying no, but he wants to establish the site and explore the options. That's why he wants it to go to strategic so we can think about it. Mr. Nielsen said we also pay for repairs on top of storage and everything else. Mr. Brown thinks closing it in is a good idea for security, too. It depends on what we want. Mr. Bansek wants it to be unique, too. Mr. Brown would love for people to visit the stage even when nothing is going on. He sees this as a great chance to be creative.
- D.** Steel Components Painting Quotes: Mr. Brown said he was asked to find an expert, which proved to be a challenge. We got ahold of Pat Pijor and had him take a look. He worked for ODOT for 30 years. Mr. Pijor went through the proposals and thought Reardon's Painting was best because of their detailed description of the prep work. Mr. Pijor said that is the most important part. He had a question about the coating, but Reardon provided an answer and showed where it was located in his proposal. Although Mr.

Pijor said he's typically weary of the lowest bid, he said he was confident in Reardon's Painting. They were cheapest by about \$10,000. Mr. Brown reached out to Reardon's and they are booked for 2019. He asked them to re-prepare the quote for the spring. Mr. Reardon was happy to do so and added \$2,500, which is still cheaper than the other quotes. The total is \$39,500. Mr. Nielsen asked if the project needed to be rebid due to the change in timeline. Ms. Leyva explained the process was an informal request for quotes, so no rebidding is needed. Mr. Brosky confirmed. Mr. Nielsen said he believed the recommendation to move forward should come through the contract committee. Mr. Brown said he would report under the contract section being the regular meeting.

III. Other Business

- A. None.

IV. Adjournment

- A. There being no further business to come before the Grounds Maintenance and Capital Improvements Committee, Mr. Bansek moved to adjourn. Mr. Davila. seconded the motion. The motion carried and the meeting adjourned at 7:02 p.m.

Carl Nielsen, Chairman

Tom Brown, Executive Director

Lorain Port and Finance Authority
Board of Directors
Regular Meeting
Port Office
Tuesday, November 8, 2022, at 7:00 p.m.

Board of Directors: Ms. Bonilla and Kiraly; Messrs. Mullins, Nielsen, Vassie
(7:01p), Veard and Zellers (7)

Staff: Tom Brown, Executive Director
Tiffany McClelland, Assistant Director
Yvonne Smith, Accountant
Kelsey Leyva-Smith, Office Manager
Michael Brosky, 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. October 11, 2022, Regular Board Meeting: Mrs. Leyva-Smith said there were no changes or corrections. Ms. Kiraly moved to approve the meeting minutes. Second by Mr. Zellers. Motion carried.

IV. Report of Officers

A. Chairman

1. Correspondence received: Mr. Brown said we got a nice thank you from Neil Sommers' family for our donation in lieu of flowers and the sandwich platter we sent.
2. Mayor's office: Mr. Brown said last week he received the appointment letter for Mrs. Michele Silva Arredondo. Her appointment by Mayor Jack Bradley was approved by Lorain City Council yesterday and she will be sworn in at the December meeting. Mrs. Silva Arredondo will finish Mr. Sommers' term.
3. Commissioner Lundy's Office: Mr. Brown said he received a call last week and was able to pick up the ARPA check for the stage project. Mr. Zellers

said there was a great article in the paper about it. Mr. Brown said it was the only allocation that day with a unanimous vote by the commissioners.

B. Executive Director

1. Neil Sommers Commendation: Mr. Brown said Mrs. Leyva-Smith prepared the resolution. We will get the votes of the absent board members in an effort to have a unanimous vote of nine.

Mr. Mullins presented:

A RESOLUTION COMMENDING NEIL SOMMERS FOR HIS OUTSTANDING SERVICE, DEDICATION AND COMMITMENT TO THE LORAIN PORT AND FINANCE AUTHORITY.

Mr. Nielsen moved to approve Resolution No. 2022-26. Second by Mr. Veard. Roll call vote as follows:

Ayes: 7 Nays: 0 Abstain: 0 Resolution Passed

C. Assistant Director

1. Agreement with Verdantas for Brownfield Assessment Grant: Ms. McClelland said we would like to enter into an agreement with Verdantas for the Brownfield assessment work.

Mr. Mullins presented:

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH VERDANTAS FOR THE USEPA BROWNFIELD (HAZARDOUS) ASSESSMENT GRANT PENDING FINAL LEGAL APPROVAL.

Mr. Nielsen moved to approve Resolution No. 2022-27. Second by Mr. Zellers. Roll call votes as follows:

Ayes: 6 Nays: 0 Abstain: 1 Resolution Passed

V. Report of Committees

A. Contract Management Committee

1. Chris Haynes Creative Content Contract: Mr. Zellers said Mr. Chis Haynes gave a presentation about what he has been doing for us. He said Mr. Haynes is very energetic and is a sharp young man. He will be putting together a scope of work. We're currently paying him \$1,000 per month. He's

asking for \$1,500 per month. Mr. Zellers thinks it's well worth that. We'll have the scope of work for the December meeting. Barring no unforeseen changes, Mr. Zellers said he anticipates starting the new contract January 1. Mr. Mullins said he pays a content manager \$1,000 for just writing. He said Mr. Haynes does a lot for what he's charging.

2. Port of Lorain Trailhead Project Contract: Mr. Zellers said we went out and requested bids for this project. We only received one proposal from Terminal Ready Mix. Mr. Brown said grant language can scare some contractors away. ODNR allows us to use our procedures as far as how we go out for proposals. Mr. Brown said we stated at a \$100,000 budget a couple of years ago and then things went crazy with COVID, so now we're probably going to be around \$120,000 and the Metro Parks will be absorbing quite a bit of that difference. The contract with Terminal Ready Mix is not to exceed \$81,000 and plan to have a construction meeting to potentially bring that price down some. This price includes the installation of bench swings, bike racks and the bike repair station, too. Mr. Brown thinks it will be a really nice outlook and additional public access point to our waterways. If the board approves this evening, we can open a purchase order tomorrow and arrange scheduling. We're hoping to get the concrete in before the snow falls. We did secure a six-month extension to June 1 from ODNR in case that doesn't happen. Mr. Nielsen asked if there would be lights. Mr. Brown said not at this point. Mr. Zellers confirmed this is our property less the easement the board approved previously for the bike trail. Mr. Brown said the Metro Parks also owns the home next to the trailhead, so there is potential for further collaboration in the future. Mr. Zellers said the committee recommended approval by the full board. Mr. Nielsen said he's concerned about the maintenance aspect. Mr. Zellers said he doesn't see a lot of maintenance. He sees a lot of concrete needing poured. Mr. Nielsen said would like an agreement with the Metro Parks for future maintenance. Mr. Mullins asked if any funds were set aside for future maintenance? Mr. Brown said that hadn't been discussed, and he could broach the subject, but he believes this is something we should have

brought to their attention when we accepted for the grant. Now that we've accepted it, we need to see it through to the end. Mr. Mullins said it would be less grass to mow, no electricity and minimal structures outside of concrete and metal. He thinks we go forward. Mr. Veard said if we go out for additional proposals, we'd definitely be using the extension.

Mr. Mullins presented:

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO CONTRACT WITH TERMINAL READY MIX FOR WORK TO BE COMPLETED AT THE MILE MARKER 00 SITE, NOT TO EXCEED \$81,000.00.

Mr. Zellers moved to approved Resolution No. 2022-28. Second by Ms. Kiraly. Roll call vote as follows:

Ayes: 6 Nays: 1 Abstain: 0 Resolution Passed

3. Riverside Building Lease Update: Mr. Zellers said we were hoping to have the lease ready for the bar and restaurant at Riverside Park, but this is on hold until Mr. Brown has a conversation with the city. We hope to have the lease ready to present at the December meeting. Mr. Brown said he thinks we're close. If the board isn't happy with the lease, we can go back out for proposals. He said he just needs to make sure we're in line with the 50-year lease we have with the city for the property.

B. Strategic Development Plan Committee

1. Mr. Mullins said there is no report.

C. Marketing and Public Affairs Committee

1. Mr. Nielsen said we're going to talk about the shuttle boats tonight. He thinks they were a success but there are still some growing pains. We're getting closer every year. We partnered with Mr. Bob Earley, Oasis Marinas and The Shipyards to offset the cost of the Water Taxi.
2. Shuttle Boat Operation Review: Mrs. Leyva-Smith said the sheet passed out is the updated numbers. She said Mrs. Smith noticed a few errors that were corrected before tonight's meeting. The only missing item under revenues is the \$2,500 sponsorship from The Shipyards. We unfortunately did not see a profit this year, but we are getting closer to breaking even. We carried 2,648

passengers. Of those passengers, 1,026 rode the Water Taxi. In addition to Rockin' on the River, the taxi ran during International Festival, BrewFest and The Summer Market. Mrs. Leyva-Smith said we had less trips scheduled this year than last year, but that is mostly due to captain availability. We had seven captains on our roster this year. Mr. Mullins asked if we lost around \$14,000. Mrs. Leyva-Smith said yes. Ms. Kiraly asked why the Lighthouse Tour numbers were down? Mrs. Leyva-Smith said she wasn't quite sure but thought it could be due to four tours and four dinners being cancelled. She explained it's harder to dock there when there's strong winds or rough waves. Mr. Brown said he thinks the pandemic and people having more money to get out with in 2021 somewhat affected tourism the last couple of years. Mr. Zellers asked what our expectations were this year? Mrs. Leyva-Smith said her goal was to break even or to get as close to breaking even as possible. Mrs. Smith said we got the boats in 2007. Mr. Nielsen asked if the boats were at an age where they need lots of maintenance? Mr. Brown said he believed the opposite and noticed maintenance costs going down in the last few years. He said the years of deferred maintenance led to the years where we saw increased maintenance costs. Mr. Nielsen said he hopes with the social media push next year can be even better than this year. Mr. Mullins asked how long the Lady Charleston was out of service? Mrs. Leyva-Smith said about two weeks, which was much shorter than initially anticipated. Mr. Scott asked what we expect next year and what's the worst-case scenario? Ms. McClelland said if we run the Water Taxi, we will lose money again. The loss this year is probably twofold: increasing the use of the Water Taxi and weather impacting the Lighthouse trips. Other limitations include captains. There's a set number of hours they can work and number of trips we can run. We can try to add more captains and trips. In order to break even, we would have to make some pretty significant changes. Mr. Mullins suggested maybe asking for an additional \$1,500 from the sponsors in 2023. He said he believes the Water Taxi is making a difference for these businesses. He thinks they see the value. Mr. Mullins suggested potentially a sponsorship

banner that can hang from the boat for something like \$500. Ms. McClelland said we considered that but wondered if it would be worth chasing sponsorships. Mr. Mullins asked if we got anything from Ms. Radhika Reddy? Mr. Brown said no. Mr. Scott said he's not against the taxi, but what do we anticipate the numbers to look like going into next year. He asked if we're asking for enough from the Shipyards since they're the direct beneficiary of the taxi. Mr. Mullins said more than The Shipyards benefit from it. Some people just get on for a short river ride. Mr. Brown said another way to look at this is one of the prongs of our mission is to increase the public's access to our waterways. Is it worth \$12,500 a year to do that with the Water Taxi? As much as he wants to see the shuttle boat program break even or make money, he said we don't invest a lot in marketing it and this might be the best marketing dollars we can spend if someone comes out and has a great afternoon or evening in Lorain on one of our boats and they remember to vote for us. Ms. McClelland said she believed when we talked about this last year, we were trying to understand what it would cost us to run the taxi and what we should ask for as sponsorships, and we came to \$15,000. We didn't feel comfortable asking for \$5,000 in what could still be considered a trial year and started out at \$2,500 split three ways to get the buy in. Mr. Brown said even if we didn't run the Water Taxi, the insurance and maintenance costs stay the same. Ms. McClelland said we'd need to add more trips to bring the cost down. Mr. Zellers said we're also not factoring in what Mr. Chris Haynes will be contributing in 2023. Mr. Scott asked if we could negotiate our contracts with the Lighthouse Foundation and other partners? He said everything is going up. It couldn't hurt to ask. Mr. Nielsen asked if we want to plan to run the Water Taxi next year? The consensus was yes. Mr. Zellers suggested a Contract Management Committee Meeting in December to discuss a plan on how to break even. Mr. Mullins said he heard great reviews about the Water Taxi all season. Mr. Zellers said he thinks we do have a responsibility to get people on the river, but if we can break even or make money, we should evaluate how to get there.

D. Financial Planning and Audit Committee

1. 2022 October Financial Statement: Ms. Bonilla said she reviewed receipts and the bank reconciliation with Mrs. Smith, and everything is in order. Mr. Scott moved to approve. Second by Mr. Zellers. Motion carried.
2. Fund Transfer: Mrs. Smith said this is rare, but with a special revenue fund you can transfer it back to the general fund. This is in regard to the Marine Patrol Fund. At the beginning of the year, we had payroll from 2021 that was paid in 2022. We have a balance of \$1.32 that will stay there forever unless we make a transfer. One step to get that done is a board approved resolution. Mrs. Smith said she also has a letter from ODNR approving the financials and recognizing 2021 as closed.

Mr. Mullins presented:

A RESOLUTION TO APPROVE A TRANSFER OF FUNDS FROM THE MARINE PATROL SPECIAL REVENUE FUND TO THE GENERAL FUND.

Ms. Kiraly moved to approve Resolution No. 2022-29. Second by Ms. Bonilla. Roll call vote as follows:

Ayes: 7 Nays: 0 Abstain: 0 Resolution Passed

3. Second Fund Transfer: Mrs. Smith said this transfer is related to the Port and Parks Bike Trail Station. This transfer will cover the additional cost. We're hoping we don't have to use it all, but we will have it available just in case. The amount is \$23, 266.66. Mr. Zellers confirmed that this is in addition to our initial \$50,000. Mrs. Smith said yes.

Mr. Mullins presented:

A RESOLUTION TO APPROVE A TRANSFER OF FUNDS FROM THE GENERAL FUND TO THE PORT AND PARKS BIKE TRAIL STATION CAPITAL PROJECTS FUND.

Ms. Kiraly moved to approve Resolution No. 2022-30. Second by Mr. Veard. Roll call vote as follows:

Ayes: 6 Nays: 1 Abstain: 0 Resolution Passed

4. Budget Amendment: Mrs. Smith said she passed out one this evening that has the revised in red to reflect the Port and Parks Bike Trail Station. The handout gives only the changes. The new Brownfield grant is included in the amendment. Mrs. Smith said she also added the stage project fund for the \$995,000 we received, and any other donations collected over the summer. Mr. Scott asked what happens if the stage doesn't come to fruition? Mr. Nielsen said we'd likely have to give all or some of it back.

Mr. Mullins presented:

A RESOLUTION RATIFYING EXPENDITURES AND AUTHORIZING THE EXECUTIVE DIRECTOR TO REVISE THE 2022 OPERATING BUDGET, TRANSFER AND APPROPRIATE FUNDS AND REQUEST AN AMENDED CERTIFICATE OF ESTIMATED RESOURCES FROM THE COUNTY AUDITOR.

Mr. Scott moved to approve Resolution No. 2022-32. Second by Ms. Kiraly. Roll call vote as follows:

Ayes: 7 Nays: 0 Abstain: 0 Resolution Passed

5. 2023 Temporary Budget Appropriations: Mrs. Smith said we need to pass a temporary budget before the end of the year. Since she was working on the budget, she decided to present it now to get it in place. We are not allowed to include our carryover balance in the temporary budget and the expenses must match or be less than the projected revenues, which is why some appropriations have been adjusted. Once we do the yearend close, we'll plug in the carryover amount into the permanent budget.

Mr. Mullins presented:

A RESOLUTION TO APPROVE THE 2023 ANNUAL BUDGET OF ESTIMATED REVENUES AND EXPENDITURES FOR THE LORAIN PORT AUTHORITY.

Mr. Zellers moved to approve Resolution No. 2022-32. Second by Mr. Veard. Roll call vote as follows:

Ayes: 7 Nays: 0 Abstain: 0 Resolution Passed

E. Bylaws and Personnel Committee

1. Mr. Brown said Ms. McClelland presented this last month and we're hoping to bring this back to bylaws committee in December.

VI. Other Business

A. None.

VII. Public Comment

A. None.

VIII. Executive Session: Personnel

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

Ayes: 7 Nays: 0 Abstain: 0 Motion carried

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

IX. Adjournment

A. There being no further business to come before the board, Mr. Scott moved to adjourn. Ms. Kiraly seconded. Meeting adjourned at 8:25 p.m.

Brad Mullins, Chairman

Tom Brown, Executive Director

RESOLUTION

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AMENDMENTS RELATING TO THE ELIMINATION OF THE LONDON INTERBANK OFFERED RATE (LIBOR); AND AUTHORIZING AND APPROVING RELATED MATTERS.

WHEREAS, the _____ is party to various loan agreements and has issued various series of bonds (collectively, the “County Agreements”) bearing interest at rates calculated using a formula based on the London Interbank Offered Rate (“LIBOR”);

WHEREAS, on March 5, 2021 the Financial Conduct Authority (“FCA”), the regulatory supervisor of LIBOR’s administrator in the United States, announced in a public statement the future cessation or loss of representativeness of LIBOR, currently scheduled for June 30, 2023;

WHEREAS, due to the future cessation of the use of LIBOR, (i) on December 30, 2021, the Internal Revenue Service released final regulations providing for a safe harbor for rate modifications to a “qualified rate”, identified as the secured overnight financing rate (“SOFR”), and (ii) Congress provided for the replacement of LIBOR with SOFR, and for a safe harbor for persons who select SOFR as the LIBOR replacement under existing contracts, which legislation was signed into law on March 15, 2022 as a part of the omnibus spending bill;

WHEREAS, the parties to the _____ Agreements need to provide for a replacement for LIBOR and such changes will be effected through the execution of various amendments (the “Amendments”) and such supplemental tax or other certificates if and as required in connection with the Amendments (the “Supplemental Certificates”); and

WHEREAS, in order to effectuate the above, it is necessary, desirable and in the best interests of the _____ to authorize the execution and delivery of the Amendments and Supplemental Certificates;

NOW THEREFORE, BE IT RESOLVED by the _____ of the _____, Ohio:

Section 1. That all of the recitals contained in the preambles to this Resolution are full, true and correct, and are hereby incorporated into this Resolution by this reference.

Section 2. That the _____ is hereby authorized to enter into the Amendments to effect the modification of interest rates from LIBOR to SOFR; that the _____ Executive or the _____ Executive’s designee (each, an “Authorized Officer”), be, and each of them hereby is, authorized, empowered and directed to approve, upon the advice and counsel of the Law Director and the Fiscal Officer, and to execute the Amendments in the name, for and on behalf of the _____, and thereupon to cause the Amendments to be delivered to the other parties

thereto in the form as the Authorized Officer executing the Amendment on behalf of the _____ shall approve, his or her execution thereof to constitute conclusive evidence of such approval; that when the Amendments are executed, and delivered on behalf of the _____ as hereinabove provided, the Amendments shall be binding on the _____; that from and after the execution and delivery of the Amendments, the officers, employees and agents of the _____ are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amendments as executed.

Section 3. That any of the Authorized Officers, or the Law Director and Fiscal Officer of the _____ be, and each of them hereby is, authorized to execute and deliver such documents, Supplemental Certificates, and undertakings of the _____ and to take such other actions as may be required in connection with the execution, delivery and performance of the Amendments authorized by this Resolution, including without limitation the signing of IRS Form 8038 and the filing thereof with the Internal Revenue Service if required by Bond Counsel.

Section 4. That all acts of the officers, employees and agents of the _____ which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, be, and the same hereby are, in all respects, ratified, confirmed and approved.

Section 5. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in an open meeting of this Council, and that all deliberations of this Council that resulted in such formal actions were in meetings open to the public, in compliance with the law.

Section 8. That this Resolution shall take effect and be in force immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**AMENDMENT
(HARDWIRED FALLBACK – BOND TRANSACTIONS)**

This Amendment (Hardwired Fallback – Bond Transactions) (this “Amendment”) is entered into and effective as of _____, 2022 (the “Effective Date”), by and among West Side Deutscher Frauen Verein (the “Borrower”), the Lorain Port Authority (the “Issuer”), The Huntington National Bank, as successor trustee (the “Trustee”) and The Huntington National Bank, as successor purchaser (the “Purchaser”).

RECITALS

A. Borrower, Altenheim Properties, Inc., The Altenheim Foundation, Inc. and Purchaser are parties to that certain Funding Agreement dated as of November 28, 2012 (the “Funding Agreement”).

B. The parties desire to amend the Funding Agreement, the Bond dated November 28, 2012 (the “Bond”), and the Trust Indenture dated as of November 1, 2012 between The Huntington National Bank, as successor Trustee (“Trustee”) and the Issuer, as amended by the First Supplemental Trust Indenture dated as of October 9, 2018, between the Trustee and the Issuer (together, the “Indenture” and collectively with the Bond and the Funding Agreement, the “Original Agreements”) to provide for modifications to the Original Agreements pursuant to this Amendment.

C. Capitalized terms used in this Amendment but not defined in this Amendment have the meaning given to them in the Original Agreements.

NOW, THEREFORE, the parties agree as follows:

1. Benchmark Replacement Setting. Notwithstanding anything to the contrary herein or in any other Bond Document (any Hedging Agreement shall be deemed not to be a “Bond Document” for purposes of this Section):

(a) Replacing USD LIBOR. On March 5, 2021 the Financial Conduct Authority (“FCA”), the regulatory supervisor of USD LIBOR’s administrator (“IBA”), announced in a public statement the future cessation or loss of representativeness of the 1-month USD LIBOR tenor setting. On the earlier of (i) the date that the 1-month USD LIBOR tenor has either permanently or indefinitely ceased to be provided by IBA or have been announced by the FCA pursuant to public statement or publication of information to be no longer representative and (ii) the Early Opt-in Effective Date, if the then-current Benchmark is USD LIBOR, the Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Bond Document in respect of any setting of such Benchmark on such day and all subsequent settings without any amendment to, or further action or consent of the Borrower or the Issuer.

(b) Replacing Future Benchmarks. Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes hereunder and under any Bond Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided by the Purchaser to the Borrower and the Issuer without any amendment to this Agreement or any other Bond Document, or further action or consent of the Borrower or

the Issuer. At any time that the administrator of the then-current Benchmark has permanently or indefinitely ceased to provide such Benchmark or such Benchmark has been announced by the regulatory supervisor for the administrator of such Benchmark pursuant to public statement or publication of information to be no longer representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored, the Borrower may revoke any pending request for an advance of bond proceeds, conversion of interest rate mode or extension of the existing interest rate mode that would bear interest by reference to such Benchmark until the Borrower's receipt of notice from the Purchaser that a Benchmark Replacement has replaced such Benchmark, and, failing that, the Borrower will be deemed to have converted any such pending request into a request for an advance of bond proceeds, conversion of interest rate mode or extension of the existing interest rate mode that accrues interest at a variable rate of interest per annum equal to Prime plus %.

(c) Benchmark Replacement Conforming Changes. In connection with the implementation and administration of a Benchmark Replacement, the Purchaser will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Bond Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of the Borrower or the Issuer.

(d) Notices; Standards for Decisions and Determinations. The Purchaser will promptly notify the Borrower and the Issuer in writing of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Purchaser pursuant to this Section, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from the Borrower or the Issuer, except, in each case, as expressly required pursuant to this Section. In connection with the replacement of any Benchmark, the Purchaser and the Issuer shall, upon the request of the Purchaser, receive an Opinion of Bond Counsel with respect to the Benchmark Replacement. All costs and expenses (including attorneys' fees) incurred by Purchaser in exercising its rights under this Section shall be paid by the Borrower.

(e) Unavailability of Tenor of Benchmark. At any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including Term SOFR or USD LIBOR), then the Purchaser may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) the Purchaser may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.

(f) Hedging Agreements. In the event a Benchmark Transition Event or an Early Opt-in Election, as applicable, occurs during a period in which the Borrower has a Hedging Agreement in effect that is intended to hedge the interest rate on the Bonds, Purchaser may, at the same time, endeavor to conform the benchmark index replacement under this Section titled "Benchmark Replacement Setting" with the corresponding benchmark replacement adjustments to such Hedging Agreement, including selecting clause (1)(b) under the Benchmark Replacement definition as the first alternative and adjusting timing and frequency of determining rates and

making payments, start dates and termination dates, interest calculation periods and interest calculation settlement dates, all to the extent necessary to preserve the intended economic relationship between this Agreement and such Hedging Agreement.

(g) Definitions.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (x) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (y) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Agreement as of such date.

“Benchmark” means, initially, USD LIBOR; provided that if a replacement of the Benchmark has occurred pursuant to this Section titled “Benchmark Replacement Setting”, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to “Benchmark” shall include, as applicable, the published component used in the calculation thereof.

“Benchmark Replacement” means, for any Available Tenor:

(1) For purposes of clause (a) of this Section, the first alternative set forth below that can be determined by the Purchaser:

(a) the sum of: (i) Term SOFR and (ii) 0.11448% (11.448 basis points) for an Available Tenor of one-month’s duration, or

(b) the sum of: (i) Daily Simple SOFR and (ii) the spread adjustment selected or recommended by the Relevant Governmental Body for the replacement of the tenor of USD LIBOR with a SOFR-based rate having approximately the same length as the interest payment period specified in clause (i) of this Section; and

(2) For purposes of clause (b) of this Section, the sum of (a) the alternate benchmark rate and (b) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by Purchaser as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for U.S. dollar-denominated syndicated or bilateral credit facilities at such time;

provided that, if the Benchmark Replacement as determined pursuant to clause (1) or (2) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Bond Documents.

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes to this Agreement or the other Bond Documents (including changes to the definition of “Business Day,” the definition of “Interest Period,” timing and frequency of determining rates and making payments of interest, timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length

of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that Purchaser decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Purchaser in a manner substantially consistent with market practice (or, if the Purchaser decides that adoption of any portion of such market practice is not administratively feasible or if the Purchaser determines that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Purchaser decides is reasonably necessary in connection with the administration of this Agreement and the other Bond Documents).

“Benchmark Transition Event” means, with respect to any then-current Benchmark other than USD LIBOR, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

“Daily Simple SOFR” means, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by the Purchaser in accordance with the conventions for this rate recommended by the Relevant Governmental Body for determining “Daily Simple SOFR” for bilateral business loans; provided, that if the Purchaser decides that any such convention is not administratively feasible for the Purchaser, then the Purchaser may establish another convention in its reasonable discretion.

“Early Opt-in Effective Date” means, with respect to any Early Opt-in Election, the sixth (6th) Business Day after the date notice of such Early Opt-in Election is provided to the Borrower and the Issuer, so long as the Purchaser has not received, by 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Early Opt-in Election is provided to the Borrower, written notice of objection to such Early Opt-in Election from the Borrower.

“Early Opt-in Election” means the occurrence of:

- (1) a determination by the Purchaser that at least five (5) currently outstanding U.S. dollar-denominated syndicated or bilateral credit facilities at such time contain (as a result of amendment or as originally executed) a SOFR-based rate (including SOFR, a term SOFR or any other rate based upon SOFR) as a benchmark rate (and such credit facilities are identified in the notice to the Borrower and the Issuer described in clause (2) below and are publicly available for review), and

- (2) the election by the Purchaser to trigger a fallback from USD LIBOR and the provision by the Purchaser of written notice of such election to the Borrower and the Issuer.

“Floor” means the benchmark rate floor provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to USD LIBOR or if initially not provided, then zero percent (0.00%).

“Prime” means the rate of interest publicly announced from time to time by the Purchaser (or by the Servicer, as defined in the Funding Agreement, on the Purchaser’s behalf) as its “prime rate”, which rate may not be the lowest or most favorable rate then being charged commercial borrowers or others by the Purchaser. Any change in the Prime Rate announced by as aforesaid shall take effect at the opening of business on the day specified in the public announcement of such change. Notwithstanding the foregoing, if the Prime Rate shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

“Relevant Governmental Body” means the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto.

“SOFR” means a rate per annum equal to the secured overnight financing rate for such Business Day published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate) on the website of the Federal Reserve Bank of New York, currently at <http://www.newyorkfed.org> (or any successor source for the secured overnight financing rate identified as such by the administrator of the secured overnight financing rate from time to time).

“Term SOFR” means, for the applicable corresponding tenor, the forward-looking term rate based on SOFR that has been selected or recommended by the Relevant Governmental Body.

“USD LIBOR” means the London interbank offered rate for U.S. dollars.

2. Conditions Precedent to Effectiveness. As a condition precedent to the effectiveness of this Amendment, there shall exist or the Borrower shall provide or cause to be provided the following:

- (a) Execution and delivery by the parties of this Amendment;
- (b) A certificate of the Borrower's secretary or assistant secretary: (a) attaching thereto the organizational documents of the Borrower as being true and complete and in full force and effect on the date thereof; (b) attaching thereto copies of the evidence of full force and effect or good standing and a resolution authorizing this Amendment; and (c) certifying the names and signatures of the incumbent officers of the Borrower authorized to sign, on behalf of the Borrower;
- (c) A certified resolution of the Board of the issuer of the Bonds approving this Amendment;

(d) An Opinion of Bond Counsel that this Amendment will not have an adverse effect on the tax status of the Bonds and for purposes of the opinion requirement of Section 1(d) of this amendment, the opinion referred to in this Section 2(d) shall satisfy that requirement with respect to replacing USD LIBOR pursuant to Section 1(a) of this Amendment;

(e) The Purchaser shall have received such other certificates, resolutions, proof of incumbency, other legal opinions, documents, instruments, diligence review searches and items as the Purchaser shall reasonably request and/or require; and

(f) Payment of fees and expenses of the parties including the fees and expenses of bond counsel.

3. Original Agreements in Effect. All terms and conditions of the Original Agreements remain in full force and effect except as expressly modified herein. Use of the term “Agreement” in Section 1 of this Amendment refers to the “Original Agreements” as amended by this Amendment. Without limiting any other term or provision in the Original Agreements and in addition thereto, the Borrower represents and warrants to the Purchaser as follows: (i) the covenants, representations and warranties of the Borrower as set forth in the Original Agreements are hereby made again as of the date hereof and are true and correct as of the date hereof; (ii) no Event of Default has occurred, and there is no Event of Default in existence; (iii) there has not occurred any event that, with the passage of time or the giving of notice, or both, would constitute an Event of Default, and there is no such event in existence; (iv) the Borrower has no offsets against any amounts due the Purchaser or any of the Purchaser's affiliates or defenses against enforcement of the Original Agreements with respect to any matter; and (v) the Borrower has all requisite corporate power and authority to execute, deliver and fully perform all of the terms and conditions of this Amendment and all other agreements, documents and instruments contemplated hereby. All representations and warranties contained in the Original Agreements shall survive the execution and delivery of this Amendment.

4. Expenses. The Borrower agrees to pay to the Purchaser and the Issuer, as additional consideration for this Amendment, all costs and expenses incurred by the Purchaser and the Issuer (including, without limitation, reasonable attorneys' fees) in connection with the preparation, execution and delivery of this Amendment and all matters related hereto.

5. Miscellaneous Provisions. The titles or captions of sections and paragraphs in this Amendment are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Amendment. The Borrower agrees to execute and deliver to the Purchaser such additional documents and to take all such further actions as the Purchaser may reasonably require in order to reflect the amendments to the Original Agreements effected by this Amendment. This Amendment may be executed in any number of counterparts, each of which shall constitute one and the same instrument. Receipt of an executed signature page to this Amendment by facsimile or other electronic transmission shall constitute effective delivery thereof. Electronic records of executed instruments maintained by the Purchaser shall be deemed to be originals. The Recitals set forth in the forepart of this Amendment are true and correct and are an integral part of this Amendment. This Amendment constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, whether written or oral, with respect thereto are superseded hereby. This Amendment is governed by the laws of the

State of Ohio. The Issuer is signing this Amendment at the request of the Borrower and the Purchaser. The terms of the Bonds and the other Original Agreements are modified to reflect and permit the transitions reflected in Section 1 above. In connection with this Amendment, the Issuer shall have the same rights, immunities and privileges as are provided to each of them in the Original Agreements. **ALL PARTIES TO THIS AMENDMENT HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY.**

[The remainder of this page is intentionally left blank; the signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment and this Amendment shall be effective as of the Effective Date.

BORROWER:

WEST SIDE DEUTSCHER FRAUEN VEREIN

By: _____

Name: _____

Its: _____

PURCHASER:

THE HUNTINGTON NATIONAL BANK

By: _____

Name: _____

Its: _____

IN WITNESS WHEREOF, the parties have executed this Amendment and this Amendment shall be effective as of the Effective Date.

ISSUER:

LORAIN PORT AUTHORITY

By: _____
Name: _____
Its: _____

TRUSTEE:

THE HUNTINGTON NATIONAL BANK

By: _____
Name: _____
Its: _____

FIRST AMENDMENT TO GRANT AGREEMENT

This First Amendment (“**Amendment**”) is made and entered into effective December 2, 2022, by and between JobsOhio, an Ohio nonprofit corporation (“**Grantor**”), and the Lorain Port and Finance Authority (“**Grantee**”), who both hereby agree to amend that certain Grant Agreement entered into by and between them and dated November 8, 2021 (the “**Agreement**”).

Background Information

- A. Unless otherwise noted, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Agreement.
- B. The Parties, pursuant to and in accordance with Section 9(e) of the Agreement, desire to amend the Agreement to extend the Project Completion Date.

Amendment to Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Section 3(a) of the Agreement is hereby deleted in its entirety and replaced with the following:
 - (a) Project Completion. Grantee shall complete the Project no later than December 31, 2023 (the “**Completion Date**”).
- 2. Except as modified herein, all terms, covenants and conditions contained in the Agreement shall remain in full force and effect throughout the term of the Agreement.

IN WITNESS WHEREOF, the parties have agreed to and executed this Amendment effective on the first day and year set forth above.

JOBSOHIO, an Ohio nonprofit corporation

**LORAIN PORT AND FINANCE
AUTHORITY**

Name: _____

Title: _____

Name: _____

Title: _____

RESOLUTION NO. 2022-__

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE MURRAY RIDGE PRODUCTION CENTER, INC. FOR THE GENERAL CLEAN-UP OF LITTER AND DEBRIS GROUNDS SERVICES FOR PROPERTIES OWNED BY THE LORAIN PORT AUTHORITY.

WHEREAS, it is the desire of the Board of Directors of the Lorain Port Authority to maintain its property in good condition for public usage; and,

WHEREAS, it is the desire of the Board of Directors of the Lorain Port Authority to provide for the general clean-up of litter and debris that accumulates on its property from normal usage; and,

WHEREAS, said area for litter clean up generally consists of Lakeside Landing, the Eastside Launch Ramp Facility, Riverside Park, the Black River Landing and the Dike Disposal Site; and,

WHEREAS, said provision of maintenance services will also include the inspection of the launch ramp facilities, and general maintenance services as required; and

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

SECTION I. That the Executive Director or his designee is hereby authorized to enter into a contractual agreement with the Murray Ridge Production Center, Inc. for the general clean-up of litter and debris services for properties owned/leased by the Lorain Port Authority.

	Location	Per Occurrence
A.	Black River Landing	\$ 70.00
B.	Lakeside Landing / Riverside Park	\$ 90.00
C.	Dike Disposal Site	\$ 40.00
D.	As requested i.e. After festivals, concerts, events as needed	\$ 11.00 per man hr.

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 actions, 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

December 9, 2022

Kelsey Leyva-Smith
Lorain Port Authority
319 Black River Lane
Lorain, OH 44052

Dear Kelsey:

For calendar year 2023, Murray Ridge Production Center's quote for cleaning the port Authority. We greatly appreciate the opportunity to work with you and have tried to keep your costs low.

- | | |
|--|---|
| A. All Parks | \$200.00 per occurrence- 1 time per month in January, February, March, November and December. |
| B. All Parks | \$200.00 per occurrence- 1 time per week on Monday in April and October. |
| C. All Parks | \$200.00 per occurrence - 2 time per week on Monday and Thursday May, June, July, August and September. |
| D. As requested work
(i.e. Festival clean ups, Port Fest, etc.) | \$11.00 per man-hour |

During January, February, March, November and December we will provide service to all parks one time per month (weather will determine the day).

During April and October, we will provide services one time per week on Monday (weather permitting).

During May, June, July, August and September we will provide services twice per week to all parks on Monday and Thursday at the Black River Landing, Riverside/Lakeside Park and the Diked Disposal Site (weather permitting).

If these prices are acceptable, please return this letter, signed to acknowledge acceptance.

Sincerely,

Bob Pando
Custodial Manager

Accepting for Lorain Port Authority:

Signature

Date

LICENSEE/PURCHASER--TAKE NOTICE. Licensor/Seller uses great care to have all of its equipment in good order and repair, gives no warranty expressed or implied of merchantability or fitness or as to condition, quality or any other matter of any equipment sent out, and will in no way be responsible for damages resulting while in user's possession. Licensee/Purchaser acknowledges that the merchandise and/or equipment has been inspected and received in good condition and accepted as is, and the Licensee/Purchaser agrees to save and hold harmless the Licensor/Seller for any damages sustained from same while in user's possession. There are no warranties which extend beyond the description on the face hereof.

Licensee is responsible for said equipment and agrees to protect same from all loss and damage.

Licensee further agrees not to release or redeliver said equipment to any other person, firm or corporation without the written consent to licensor. Title to said equipment shall at all times be in licensor and this transaction is a bailment only.

Upon return/receipt of equipment; shortage or damages will be billed at current AAble Rents replacement costs. AAble Rents estimates and counts are to be accepted as correct.

Licensee agrees to operate said equipment only in the manner for which it is intended and not to attempt to make any repairs of any nature, kind or description and in the event said equipment becomes inoperative, licensor is to notified at once. Licensee agrees to return said equipment to licensor upon demand.

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All unpaid bills are subject to 1.5% per month service charge commencing 7 days from billing date. This is an annual rate of 18%.

Purchaser agrees to surrender equipment not paid in full at request of Seller. It is agreed that Seller may enter premises where equipment is in use and take possession without legal action. Title to said equipment will not pass to Purchaser until paid in full.

Licensee/Purchaser acknowledges having read the foregoing terms and conditions and agrees to be bound thereby and further agrees to pay the rental rates and/or purchase price set forth on the foregoing invoice. In the event Licensor/Seller is called upon to pay any expenses or attorney's fees to enforce this agreement, the same shall be paid by Licensee/Purchaser.

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Licensor/Seller objects in advance to any changes, additions and/or modifications to the terms and conditions of this contract unless Licensor/Seller specifically consents thereto in writing signed by an officer of AAble Rents.

LIMITATION OF LIABILITY: IN NO EVENT SHALL AABLE RENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER AND AABLE RENTS LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH THE LIABILITY IS CLAIMED. CUSTOMER'S SOLE REMEDY SHALL BE LIMITED TO EITHER THE COST OF SAID GOODS OR SERVICES, OR REPLACEMENT THEREOF, AT THE OPTION OF AABLE RENTS. ANY ACTION FOR BREACH OF CONTRACT OR BREACH OF WARRANTY MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED, NOTICE OF ANY CLAIMS MUST BE MADE IN WRITING WITHIN THIRTY (30) DAYS.

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1365 Chardon Rd.
 Euclid, OH 44117
 www.aablerents.com
 216-692-9800 Phone
 216-738-3669 Fax

Status: Quote
 Quote #: q21360

Will Call: Mon 1/ 2/2023 8:30AM
 Return: Mon 5/ 1/2023 5:00PM
 Operator: Gene Ogle
 Terms: ON ACCOUNT

Customer #: 5343

LORAIN PORT AUTHORITY,
 421 BLACK RIVER LANE
 LORAIN, OH 44052

Phone 440-204-2273

Job Descr: 2023 - Cleaning and repairs before install

Ordered By: Kelsey Leyva 440 204-2267

Salesman: GENE OGLE gene@aablerents.com

Qty	Items	Each	Price
1	POR Placeholder	\$0.00	\$0.00
5600	70x80 Band Shelter (3 pieces) Scrub, wash and dry	\$0.60	\$3,360.00
6	VINYL REPAIR(see comments) Begin at: Mon 1/ 2/2023 9:00:00AM sew ring back on; 10 holes to be welded; weld lace lines	\$90.00	\$540.00

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		Sales: \$3,900.00		
Subtotal: \$3,900.00			Total: \$3,900.00	Paid: \$0.00 Amount Due: \$3,900.00

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Signature: _____

LORAIN PORT AUTHORITY,

LICENSEE/PURCHASER--TAKE NOTICE. Licensor/Seller uses great care to have all of its equipment in good order and repair, gives no warranty expressed or implied of merchantability or fitness or as to condition, quality or any other matter of any equipment sent out, and will in no way be responsible for damages resulting while in user's possession. Licensee/Purchaser acknowledges that the merchandise and/or equipment has been inspected and received in good condition and accepted as is, and the Licensee/Purchaser agrees to save and hold harmless the Licensor/Seller for any damages sustained from same while in user's possession. There are no warranties which extend beyond the description on the face hereof.

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Licensee/Purchaser acknowledges having read the foregoing terms and conditions and agrees to be bound thereby and further agrees to pay the rental rates and/or purchase price set forth on the foregoing invoice. In the event Licensor/Seller is called upon to pay any expenses or attorney's fees to enforce this agreement, the same shall be paid by Licensee/Purchaser.

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1365 Chardon Rd.
 Euclid, OH 44117
 www.aablerents.com
 216-692-9800 Phone
 216-738-3669 Fax

Status: Quote
 Quote #: q21361

Event Beg: Mon 5/ 1/2023 8:30AM
 Return: Wed 5/31/2023 5:00PM
 Operator: Gene Ogle
 Terms: ON ACCOUNT

Customer #: 5343

LORAIN PORT AUTHORITY,
 421 BLACK RIVER LANE
 LORAIN, OH 44052

Phone 440-204-2273

Job Descr: 2023 - Install

Ordered By: Kelsey Leyva 440 204-2267
 Salesman: GENE OGLE gene@aablerents.com

Delivery Mon 5/ 1/2023 8:30AM

Kelsey Leyva 440-204-2267
 Black River Landing
 421 BLACK RIVER LANE
 LORAIN, OH 44052

can delivery any day this week - weather conditions will dictate this.

on p/c

Qty	Items	Each	Price
1	Tent Ox	\$499.00	\$499.00
1	45' Genie Boom Lift	\$275.00	\$275.00
1	45' Genie Boom Lift Delivery Charge	\$300.00	\$300.00
1	**** Freight Charge **** 2 trucks driving 156 miles round trip	\$525.00	\$525.00
2	Railing install 8-9 guys on site; roughly 12 hours total	\$75.00	\$150.00
88	Bandshell install 8-9 guys on site; roughly 12 hours total	\$75.00	\$6,600.00

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Rental Retail \$774.00	Sales: \$7,575.00		
Subtotal: \$8,349.00	Total: \$8,349.00	Paid: \$0.00	Amount Due: \$8,349.00

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Signature: _____

LORAIN PORT AUTHORITY,

LICENSEE/PURCHASER--TAKE NOTICE. Licensor/Seller uses great care to have all of its equipment in good order and repair, gives no warranty expressed or implied of merchantability or fitness or as to condition, quality or any other matter of any equipment sent out, and will in no way be responsible for damages resulting while in user's possession. Licensee/Purchaser acknowledges that the merchandise and/or equipment has been inspected and received in good condition and accepted as is, and the Licensee/Purchaser agrees to save and hold harmless the Licensor/Seller for any damages sustained from same while in user's possession. There are no warranties which extend beyond the description on the face hereof.

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All unpaid bills are subject to 1.5% per month service charge commencing 7 days from billing date. This is an annual rate of 18%.

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1365 Chardon Rd.
 Euclid, OH 44117
 www.aablerents.com
 216-692-9800 Phone
 216-738-3669 Fax

Status: Quote
 Quote #: q21362

Will Call: Mon 11/13/2023 8:30AM
 Event End: Fri 11/17/2023 5:00PM
 Operator: Gene Ogle
 Terms: ON ACCOUNT

Customer #: 5343

LORAIN PORT AUTHORITY,
 421 BLACK RIVER LANE
 LORAIN, OH 44052

Phone 440-204-2273

Job Descr: 2023 - Removal

Ordered By: Kelsey Leyva 440 204-2267
 Salesman: GENE OGLE gene@aablerents.com

Used at Address

440-204-2267
 Black River Landing

Pickup Fri 11/17/2023 7:30AM - 7:00PM

Kelsey Leyva 440-204-2267
 Black River Landing
 421 BLACK RIVER LANE
 LORAIN, OH 44052

pick up can be done any day the week of 10/24 - based on weather and labor

Pick up can be done any day this week - weather to dictate that for us

Qty	Items	Each	Price
1	Tent Ox	\$499.00	\$499.00
2	Labor to remove railing 6-7 guys on site for 10 hrs	\$75.00	\$150.00
60	Labor to remove Band Shell 6-7 guys on site for 10 hrs	\$75.00	\$4,500.00
1	**** Freight Charge **** 2 trucks - 156 miles rough trip each	\$525.00	\$525.00

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Rental Retail \$499.00	Sales: \$5,175.00		
Subtotal: \$5,674.00	Total: \$5,674.00	Paid: \$0.00	Amount Due: \$5,674.00

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LORAIN PORT AUTHORITY,

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1365 Chardon Rd.
 Euclid, OH 44117
 www.aablerents.com
 216-692-9800 Phone
 216-738-3669 Fax

Status: Quote
 Quote #: q21363

Will Call: Fri 11/17/2023 8:30AM
 Return: Tue 4/30/2024 5:00PM
 Operator: Gene Ogle
 Terms: ON ACCOUNT

Customer #: 5343

LORAIN PORT AUTHORITY,
 421 BLACK RIVER LANE
 LORAIN, OH 44052

Phone 440-204-2273

Job Descr: 2023 - Storage

Ordered By: Kelsey Leyva 440 204-2267

Salesman: GENE OGLE gene@aablerents.com

Qty	Items	Each	Price
1	placeholder	\$0.00	\$0.00
5600	Storage handling and storage of poles, spex arms and vinyl from removal 2021 until install 2022	\$0.15	\$840.00

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		Sales: \$840.00		
Subtotal: \$840.00			Total: \$840.00	Paid: \$0.00 Amount Due: \$840.00

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Signature: _____

LORAIN PORT AUTHORITY,

RESOLUTION NO. 2022-__

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO A ONE YEAR AGREEMENT WITH CHRIS HAYNES FOR MARKETING AND MEDIA PRODUCTION SERVICES AT A MONTHLY RATE OF \$1,500.00.

WHEREAS, in an effort to broaden our social media and marketing presence, the LPFA entered into a trial agreement with Chris Haynes for marketing and media production services; and

WHEREAS, his work has been widely recognized and has dramatically increased our public presence; and

WHEREAS, the board of directors wishes to expand the scope of work and services for a period of one year,

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 enter into a contract with Chris Haynes for marketing and media production services for calendar year 2023 at a rate of \$1,500.00 per month.

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

Digital Media

Scope Of Work

■ Marketing Strategy & Planning

Objective 1: Work with the LPFA staff to determine what the organization's goals are for 2023 and how we can achieve them.

■ Social Media Management

Objective 1: Make an average of (4) post per week to social media channels. This includes monitoring and responding to comments, reviews, etc.

Objective 2: Continue to build our YouTube channel collection of freighters, sunsets, weather events, and more. The goal is to have hundreds of hours of unique content.

■ Digital & Print Design

Objective 1: Create vibrant and eye-catching marketing materials. All banners, flyers, and social media graphics will follow the organization's branding and create a new standard of quality.

■ Video & Multimedia

Objective 1: Provide photo and video coverage of major events. Create content for social media from the footage. This includes 30-60 second promo videos of the events and popular LPFA services.

Objective 2: Add animation and sound effects to social media graphics when applicable to create a more immersive ad or post.

■ Marine Traffic & Weather Monitoring

Objective 1: Continue to monitor marine traffic and weather reports for social media posts. This includes my routine "Big Boat" alerts and posting if there is a Small Craft Advisory, etc.

Digital Media

Scope Of Work

■ Drone Services

Objective 1: Drone photo/video coverage of major events or as needed for property inspections, social media content, website photos, and more.

■ Livestream Cameras

Objective 1: Manage, monitor, promote, and create content from our network of livestream cameras. Handle all technical support related issues.

Objective 2: Major livestream event for July 4th

Objective 3: Routine Facebook livestreams at a minimum of (3) per week for weather events, freighters, sunsets, and more.

■ Website Content

Objective 1: Update the website with new content (photos and videos). Focus on improving the overall layout so that it's easier to find information with less clicks. I will also work with the LPFA staff to explore other potential platforms that could be used to create a better website and boat tour ticket purchasing experience.

Digital Media

Scope Of Work

■ Work Provided 2022 vs 2023

Marketing Strategy: Increase in hours towards overall marketing plans for 2023. We didn't have the opportunity to do this last year since I started in June.

Social Media Management: Currently averaging (2) posts per day over the course of the whole contract. I will maintain that average for Facebook/Instagram related posts. I will increase the amount of videos uploaded to YouTube from an average of (2) per week to (4) per week.

Digital and Print Design: I'll be able to design the flyers and handouts in the office for 2023 that I wasn't able to do in 2022 since those materials were already created prior to my start date. Such as the upcoming events brochure, boat tours info, etc.

Video and Multimedia: I now have additional equipment that I didn't have access to in previous months. This includes a steady cam, 360 view camera, wireless mics, green screen and additional drone batteries for longer flight times. We can use all this and more to create content in 2023. Example: Rockin' On The River Promo videos and event coverage, interviews with Port Authority staff or board members, and more.

Marine Traffic & Weather Monitoring: This will stay the same for the most part. I will continue to post when the "big boats" are expected to arrive, severe weather reports, and more.

Drone Services: With the stipend increase I can make more frequent trips to Lorain to get drone footage. I'd like to average a minimum of (3) 1 hour long drone sessions per month in 2023.

Livestream Cameras: For the majority of my 2022 contact we only had (1) livestream camera that was stationary and required less interaction. Now that we have the Point-to-Zoom camera, I spend significantly more time moving it around and monitoring for content creation opportunities. We also plan to add an additional camera for 2023 which will increase the amount of time spent working with the equipment.

Website Content: In 2022 I did very little updating with the website. I will work to improve the content on the site in 2023. In addition to exploring other platforms that could enhance our current online presence.

LORAIN PORT AUTHORITY, LORAIN COUNTY

Fund Summary

November 2022

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	\$1,062,420.46	\$311.32	\$1,223,309.73	\$137,460.21	\$1,035,046.21	\$925,271.57	\$92,700.90	\$832,570.67
2051	USEPA Brownfield Assessment Grant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$493,000.00	(\$493,000.00)
2061	Marine Patrol Program	\$1.32	\$0.00	\$0.00	\$1.32	\$72.03	\$0.00	\$0.00	\$0.00
2901	Inclusive Project Planning	\$22,459.00	\$0.00	\$31,800.00	\$0.00	\$30,241.00	\$22,459.00	\$11,559.00	\$10,900.00
4201	Grant Construction KIFBL	\$0.00	\$0.00	\$2,079,965.52	\$0.00	\$2,079,965.56	\$0.00	\$0.00	\$0.00
4202	Port & Parks Bike Trail Station	\$12,134.89	\$30,058.33	\$32,494.93	\$0.00	\$15,301.71	\$42,193.22	\$103,091.74	(\$60,898.52)
4901	BRL Stage Capital Projects	\$0.00	\$995,000.00	\$995,000.00	\$0.00	\$0.00	\$995,000.00	\$0.00	\$995,000.00
9902	Rockin' on the River	\$0.00	\$0.00	\$44,676.24	\$0.00	\$44,676.24	\$0.00	\$0.00	\$0.00
9903	Energy Special Improvement District	\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$0.00	\$2,500.00
Report Total:		\$1,099,515.67	\$1,025,369.65	\$4,407,246.42	\$137,461.53	\$3,205,302.75	\$1,987,423.79	\$700,351.64	\$1,287,072.15

Last reconciled to bank: 11/30/2022 – Total other adjusting factors: \$200.00

LORAIN PORT AUTHORITY, LORAIN COUNTY
Revenue Summary
 November 2022

	Final Budget	Month To Date Revenue	Year To Date Revenue	Budget Variance Favorable (Unfavorable)	YTD % Received
1000 General					
Property and Other Local Taxes	\$840,104.00	\$0.00	\$706,500.60	(\$133,603.40)	84.097%
Intergovernmental	\$19,557.00	\$0.00	\$92,283.07	\$72,726.07	471.867%
Charges for Services	\$396,343.79	\$210.00	\$395,911.77	(\$432.02)	99.891%
Miscellaneous	\$27,261.00	\$100.00	\$28,612.97	\$1,351.97	104.959%
Other Financing Sources					
Transfers - In	\$1.32	\$1.32	\$1.32	\$0.00	100.000%
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Sources	\$1.32	\$1.32	\$1.32	\$0.00	
Total 1000 General	\$1,283,267.11	\$311.32	\$1,223,309.73	(\$59,957.38)	
2051 USEPA Brownfield Assessment Grant					
Intergovernmental	\$500,000.00	\$0.00	\$0.00	(\$500,000.00)	0.000%
Total 2051 USEPA Brownfield Assessment Grant	\$500,000.00	\$0.00	\$0.00	(\$500,000.00)	
2901 Inclusive Project Planning					
Intergovernmental	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Miscellaneous	\$20,900.00	\$0.00	\$0.00	(\$20,900.00)	0.000%
Other Financing Sources					
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Advances - In	\$0.00	\$0.00	\$31,800.00	\$0.00	0.000%
Total Other Financing Sources	\$0.00	\$0.00	\$31,800.00	\$0.00	
Total 2901 Inclusive Project Planning	\$20,900.00	\$0.00	\$31,800.00	(\$20,900.00)	
4201 Grant Construction KIFBL					
Intergovernmental	\$585,664.73	\$0.00	\$585,664.73	\$0.00	100.000%
Miscellaneous	\$1,494,300.79	\$0.00	\$1,494,300.79	\$0.00	100.000%
Total 4201 Grant Construction KIFBL	\$2,079,965.52	\$0.00	\$2,079,965.52	\$0.00	
4202 Port & Parks Bike Trail Station					
Intergovernmental	\$70,126.79	\$6,791.67	\$9,228.27	(\$60,898.52)	13.159%
Other Financing Sources					

Report reflects selected information.

LORAIN PORT AUTHORITY, LORAIN COUNTY

Revenue Summary

November 2022

	Final Budget	Month To Date Revenue	Year To Date Revenue	Budget Variance Favorable (Unfavorable)	YTD % Received
Other Financing Sources					
Transfers - In	\$23,266.66	\$23,266.66	\$23,266.66	\$0.00	100.000%
Total Other Financing Sources	\$23,266.66	\$23,266.66	\$23,266.66	\$0.00	
Total 4202 Port & Parks Bike Trail Station	\$93,393.45	\$30,058.33	\$32,494.93	(\$60,898.52)	
4901 BRL Stage Capital Projects					
Intergovernmental	\$995,000.00	\$995,000.00	\$995,000.00	\$0.00	100.000%
Miscellaneous	\$1,261.00	\$0.00	\$0.00	(\$1,261.00)	0.000%
Total 4901 BRL Stage Capital Projects	\$996,261.00	\$995,000.00	\$995,000.00	(\$1,261.00)	
9902 Rockin' on the River					
Miscellaneous	\$0.00	\$0.00	\$44,676.24	\$0.00	0.000%
Total 9902 Rockin' on the River	\$0.00	\$0.00	\$44,676.24	\$0.00	
9903 Energy Special Improvement District					
Charges for Services	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total 9903 Energy Special Improvement District	\$0.00	\$0.00	\$0.00	\$0.00	
Report Total:	\$4,973,787.08	\$1,025,369.65	\$4,407,246.42	(\$643,016.90)	

Revenue Status

By Fund

As Of 11/30/2022

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-110-0000	General Property Tax - Real Estate	\$840,104.00	\$706,500.60	\$133,603.40	84.097%
1000-490-0500	Other - Intergovernmental{ODNR Submerged Land Lease}	\$18,100.00	\$0.00	\$18,100.00	0.000%
1000-490-0800	Other - Intergovernmental{Miscellaneous}	\$1,457.00	\$1,456.25	\$0.75	99.949%
1000-490-9000	Other - Intergovernmental{Homestead and Rollback}	\$0.00	\$90,826.82	-\$90,826.82	0.000%
1000-523-0000	Recreation Entry Fees	\$13,100.00	\$13,397.79	-\$297.79	102.273%
1000-531-8500	Sale of Lots{Real Estate}	\$217,500.00	\$216,688.55	\$811.45	99.627%
1000-590-0100	Other - Charges for Services{Oasis Lease}	\$53,000.00	\$53,000.00	\$0.00	100.000%
1000-590-0600	Other - Charges for Services{Lumen Leases}	\$3,000.00	\$3,000.00	\$0.00	100.000%
1000-590-0700	Other - Charges for Services{Black River Landing}	\$13,000.00	\$13,081.64	-\$81.64	100.628%
1000-590-0800	Other - Charges for Services{Miscellaneous}	\$450.00	\$450.00	\$0.00	100.000%
1000-590-2000	Other - Charges for Services{Economic Development}	\$10,000.00	\$10,000.00	\$0.00	100.000%
1000-590-4201	Other - Charges for Services{KIFBL}	\$75,538.79	\$75,538.79	\$0.00	100.000%
1000-590-7200	Other - Charges for Services{Lighthouse}	\$10,755.00	\$10,755.00	\$0.00	100.000%
1000-820-0000	Contributions and Donations	\$12,500.00	\$12,500.00	\$0.00	100.000%
1000-820-4300	Contributions and Donations{Stage Project}	\$0.00	\$1,260.50	-\$1,260.50	0.000%
1000-820-5500	Contributions and Donations{Bonaminio Family}	\$0.00	\$0.00	\$0.00	0.000%
1000-891-0000	Other - Miscellaneous Operating	\$14,761.00	\$14,852.47	-\$91.47	100.620%
1000-892-0750	Other - Miscellaneous Non-Operating{Rockin' on the River}	\$0.00	\$0.00	\$0.00	0.000%
1000-931-0000	Transfers - In	\$1.32	\$1.32	\$0.00	100.000%
1000-941-0000	Advances - In	\$0.00	\$0.00	\$0.00	0.000%
Fund 1000 Sub-Total:		\$1,283,267.11	\$1,223,309.73	\$59,957.38	95.328%

Revenue Status

By Fund
 As Of 11/30/2022

Fund: 2051 USEPA Brownfield Assessment Grant

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

Fund: 2901 Inclusive Project Planning

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2901-490-6500	Other - Intergovernmental{City of Lorain}	\$0.00	\$0.00	\$0.00	0.000%
2901-841-6600	Capital Contributions{JobsOhio}	\$20,900.00	\$0.00	\$20,900.00	0.000%
2901-931-6700	Transfers - In{Inclusive Project Planning}	\$0.00	\$0.00	\$0.00	0.000%
2901-941-6700	Advances - In{Inclusive Project Planning}	\$0.00	\$31,800.00	\$0.00	0.000%
Fund 2901 Sub-Total:		\$20,900.00	\$31,800.00	\$20,900.00	152.153%

Fund: 4201 Grant Construction KIFBL

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4201-411-0000	Federal - Restricted	\$585,664.73	\$585,664.73	\$0.00	100.000%
4201-841-0000	Capital Contributions	\$1,494,300.79	\$1,494,300.79	\$0.00	100.000%
Fund 4201 Sub-Total:		\$2,079,965.52	\$2,079,965.52	\$0.00	100.000%

Revenue Status

By Fund

As Of 11/30/2022

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}	\$50,000.00	\$9,228.27	\$40,771.73	18.457%
4202-490-6400	Other - Intergovernmental{Metro Parks}	\$20,126.79	\$0.00	\$20,126.79	0.000%
4202-931-6300	Transfers - In{Port & Parks BikeTrail Station}	\$23,266.66	\$23,266.66	\$0.00	100.000%
Fund 4202 Sub-Total:		\$93,393.45	\$32,494.93	\$60,898.52	34.794%

Fund: 4901 BRL Stage Capital Projects

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4901-411-4300	Federal - Restricted{Stage Project}	\$995,000.00	\$995,000.00	\$0.00	100.000%
4901-820-4300	Contributions and Donations{Stage Project}	\$1,261.00	\$0.00	\$1,261.00	0.000%
Fund 4901 Sub-Total:		\$996,261.00	\$995,000.00	\$1,261.00	99.873%

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	\$44,676.24	\$0.00	0.000%
Fund 9902 Sub-Total:		\$0.00	\$44,676.24	\$0.00	0.000%

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	\$0.00	\$0.00	0.000%
Fund 9903 Sub-Total:		\$0.00	\$0.00	\$0.00	0.000%

Report Total: \$4,973,787.08 \$4,407,246.42 \$643,016.90 88.609%

LORAIN PORT AUTHORITY, LORAIN COUNTY

Appropriation Summary

November 2022

	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								
Security of Persons and Property								
Other Security of Persons and Property								
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Security of Persons and Property	\$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	
Leisure Time Activities								
Recreation								
Contractual Services	\$0.00	\$13,962.50	\$13,962.50	\$243.75	\$13,962.50	\$0.00	\$0.00	100.000%
Supplies and Materials	\$0.00	\$14,856.25	\$14,856.25	\$3,712.18	\$12,386.19	\$2,309.40	\$160.66	83.374%
Total Recreation	\$0.00	\$28,818.75	\$28,818.75	\$3,955.93	\$26,348.69	\$2,309.40	\$160.66	
Total Leisure Time Activities	\$0.00	\$28,818.75	\$28,818.75	\$3,955.93	\$26,348.69	\$2,309.40	\$160.66	
Basic Utility Services								
Billing - Electric								
Contractual Services	\$2,500.00	\$40,000.00	\$42,500.00	\$4,071.93	\$33,735.24	\$8,764.76	\$0.00	79.377%
Total Billing - Electric	\$2,500.00	\$40,000.00	\$42,500.00	\$4,071.93	\$33,735.24	\$8,764.76	\$0.00	
Billing - Gas								
Contractual Services	\$180.00	\$7,500.00	\$7,680.00	\$781.62	\$5,288.73	\$2,391.27	\$0.00	68.864%
Total Billing - Gas	\$180.00	\$7,500.00	\$7,680.00	\$781.62	\$5,288.73	\$2,391.27	\$0.00	
Billing - Water								
Contractual Services	\$849.96	\$12,000.00	\$12,849.96	\$818.00	\$10,555.86	\$2,294.10	\$0.00	82.147%
Total Billing - Water	\$849.96	\$12,000.00	\$12,849.96	\$818.00	\$10,555.86	\$2,294.10	\$0.00	
Total Basic Utility Services	\$3,529.96	\$59,500.00	\$63,029.96	\$5,671.55	\$49,579.83	\$13,450.13	\$0.00	
General Government								
Boards and Commissions								
Personal Services	\$8,303.00	\$329,837.48	\$338,140.48	\$23,779.44	\$285,318.45	\$5,021.48	\$47,800.55	84.379%
Employee Fringe Benefits	\$7,724.33	\$164,629.99	\$172,354.32	\$11,433.28	\$142,263.94	\$21,358.67	\$8,731.71	82.542%
Contractual Services	\$16,202.92	\$233,291.38	\$249,494.30	\$42,498.08	\$209,213.56	\$25,296.16	\$14,984.58	83.855%
Supplies and Materials	\$6,403.86	\$215,359.85	\$221,763.71	\$21,510.92	\$189,787.35	\$25,265.06	\$6,711.30	85.581%
Total Boards and Commissions	\$38,634.11	\$943,118.70	\$981,752.81	\$99,221.72	\$826,583.30	\$76,941.37	\$78,228.14	
Auditor of State Fees								
Contractual Services	\$184.50	\$9,676.00	\$9,860.50	\$0.00	\$9,860.50	\$0.00	\$0.00	100.000%

LORAIN PORT AUTHORITY, LORAIN COUNTY
Appropriation Summary
 November 2022

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Total Auditor of State Fees	\$184.50	\$9,676.00	\$9,860.50	\$0.00	\$9,860.50	\$0.00	\$0.00	
Total General Government	\$38,818.61	\$952,794.70	\$991,613.31	\$99,221.72	\$836,443.80	\$76,941.37	\$78,228.14	
Capital Outlay								
Capital Outlay								
Capital Outlay	\$0.00	\$68,965.47	\$68,965.47	\$5,344.35	\$67,607.23	\$0.00	\$1,358.24	98.031%
Total Capital Outlay	\$0.00	\$68,965.47	\$68,965.47	\$5,344.35	\$67,607.23	\$0.00	\$1,358.24	
Total Capital Outlay	\$0.00	\$68,965.47	\$68,965.47	\$5,344.35	\$67,607.23	\$0.00	\$1,358.24	
Other Financing Uses								
Transfers - Out	\$0.00	\$23,266.66	\$23,266.66	\$23,266.66	\$23,266.66	\$0.00	\$0.00	100.000%
Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$31,800.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$23,266.66	\$23,266.66	\$23,266.66	\$55,066.66	\$0.00	\$0.00	
Total 1000 - General	\$42,348.57	\$1,133,345.58	\$1,175,694.15	\$137,460.21	\$1,035,046.21	\$92,700.90	\$79,747.04	
<hr/>								
2051 - USEPA Brownfield Assessment Grant								
General Government								
Boards and Commissions								
Employee Fringe Benefits	\$0.00	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	0.000%
Contractual Services	\$0.00	\$493,000.00	\$493,000.00	\$0.00	\$0.00	\$493,000.00	\$0.00	0.000%
Supplies and Materials	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.000%
Total Boards and Commissions	\$0.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$493,000.00	\$7,000.00	
Total General Government	\$0.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$493,000.00	\$7,000.00	
Total 2051 - USEPA Brownfield Assessment Grant	\$0.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$493,000.00	\$7,000.00	
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2061 - Marine Patrol Program								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$55.92	\$0.00	\$55.92	\$0.00	\$55.92	\$0.00	\$0.00	100.000%
Employee Fringe Benefits	\$0.00	\$14.79	\$14.79	\$0.00	\$14.79	\$0.00	\$0.00	100.000%
Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Police Enforcement	\$55.92	\$14.79	\$70.71	\$0.00	\$70.71	\$0.00	\$0.00	
Total Security of Persons and Property	\$55.92	\$14.79	\$70.71	\$0.00	\$70.71	\$0.00	\$0.00	

LORAIN PORT AUTHORITY, LORAIN COUNTY
Appropriation Summary
November 2022

	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
Other Financing Uses								
Transfers - Out	\$0.00	\$1.32	\$1.32	\$1.32	\$1.32	\$0.00	\$0.00	100.000%
Total Other Financing Uses	\$0.00	\$1.32	\$1.32	\$1.32	\$1.32	\$0.00	\$0.00	
Total 2061 - Marine Patrol Program	\$55.92	\$16.11	\$72.03	\$1.32	\$72.03	\$0.00	\$0.00	
<hr/>								
2901 - Inclusive Project Planning								
Community Environment								
Community Planning and Zoning								
Contractual Services	\$0.00	\$41,800.00	\$41,800.00	\$0.00	\$30,241.00	\$11,559.00	\$0.00	72.347%
Total Community Planning and Zoning	\$0.00	\$41,800.00	\$41,800.00	\$0.00	\$30,241.00	\$11,559.00	\$0.00	
Total Community Environment	\$0.00	\$41,800.00	\$41,800.00	\$0.00	\$30,241.00	\$11,559.00	\$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 2901 - Inclusive Project Planning	\$0.00	\$41,800.00	\$41,800.00	\$0.00	\$30,241.00	\$11,559.00	\$0.00	
<hr/>								
4201 - Grant Construction KIFBL								
Capital Outlay								
Capital Outlay								
Contractual Services	\$0.00	\$114,626.79	\$114,626.79	\$0.00	\$114,626.79	\$0.00	\$0.00	100.000%
Capital Outlay	\$0.00	\$1,965,338.77	\$1,965,338.77	\$0.00	\$1,965,338.77	\$0.00	\$0.00	100.000%
Total Capital Outlay	\$0.00	\$2,079,965.56	\$2,079,965.56	\$0.00	\$2,079,965.56	\$0.00	\$0.00	
Total Capital Outlay	\$0.00	\$2,079,965.56	\$2,079,965.56	\$0.00	\$2,079,965.56	\$0.00	\$0.00	
Total 4201 - Grant Construction KIFBL	\$0.00	\$2,079,965.56	\$2,079,965.56	\$0.00	\$2,079,965.56	\$0.00	\$0.00	
<hr/>								
4202 - Port & Parks Bike Trail Station								
Capital Outlay								
Capital Outlay								
Capital Outlay	\$0.00	\$118,393.45	\$118,393.45	\$0.00	\$15,301.71	\$103,091.74	\$0.00	12.924%
Total Capital Outlay	\$0.00	\$118,393.45	\$118,393.45	\$0.00	\$15,301.71	\$103,091.74	\$0.00	
Total Capital Outlay	\$0.00	\$118,393.45	\$118,393.45	\$0.00	\$15,301.71	\$103,091.74	\$0.00	

LORAIN PORT AUTHORITY, LORAIN COUNTY
Appropriation Summary
 November 2022

	Reserved for Encumbrance 12/31 Less Adjustment	Final Appropriation	Total Appropriations	Month To Date Expenditures	Year to Date Expenditures	Current Reserve for Encumbrance	Unencumbered Balance	YTD % Expenditures
Total 4202 - Port & Parks Bike Trail Station	\$0.00	\$118,393.45	\$118,393.45	\$0.00	\$15,301.71	\$103,091.74	\$0.00	
4901 - BRL Stage Capital Projects								
Capital Outlay								
Capital Outlay								
Capital Outlay	\$0.00	\$996,261.00	\$996,261.00	\$0.00	\$0.00	\$0.00	\$996,261.00	0.000%
Total Capital Outlay	\$0.00	\$996,261.00	\$996,261.00	\$0.00	\$0.00	\$0.00	\$996,261.00	
Total Capital Outlay	\$0.00	\$996,261.00	\$996,261.00	\$0.00	\$0.00	\$0.00	\$996,261.00	
Total 4901 - BRL Stage Capital Projects	\$0.00	\$996,261.00	\$996,261.00	\$0.00	\$0.00	\$0.00	\$996,261.00	
9902 - Rockin' on the River								
Fiduciary Distributions								
Other Distributions								
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$44,676.24	\$0.00	\$0.00	0.000%
Total Other Distributions	\$0.00	\$0.00	\$0.00	\$0.00	\$44,676.24	\$0.00	\$0.00	
Total Fiduciary Distributions	\$0.00	\$0.00	\$0.00	\$0.00	\$44,676.24	\$0.00	\$0.00	
Total 9902 - Rockin' on the River	\$0.00	\$0.00	\$0.00	\$0.00	\$44,676.24	\$0.00	\$0.00	
9903 - Energy Special Improvement District								
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 9903 - Energy Special Improvement District	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Report Totals:	\$42,404.49	\$4,869,781.70	\$4,912,186.19	\$137,461.53	\$3,205,302.75	\$700,351.64	\$1,083,008.04	

LORAIN PORT AUTHORITY, LORAIN COUNTY

Appropriation Status

By Fund

As Of 11/30/2022

Fund: General
 Pooled Balance: \$925,271.57
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$925,271.57

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
1000-190-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-310-349-7000	Other - Professional and Technical Services{Shuttle Boats}	\$0.00	\$0.00	\$13,962.50	\$0.00	\$13,962.50	\$0.00	100.000%
1000-310-391-7100	Dues and Fees{Ferry Boat}	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-310-490-7000	Other - Supplies and Materials{Shuttle Boats}	\$0.00	\$0.00	\$14,856.25	\$2,309.40	\$12,386.19	\$160.66	83.374%
1000-512-311-0000	Electricity	\$2,500.00	\$0.00	\$40,000.00	\$8,764.76	\$33,735.24	\$0.00	79.377%
1000-522-313-0000	Natural Gas	\$180.00	\$0.00	\$7,500.00	\$2,391.27	\$5,288.73	\$0.00	68.864%
1000-532-312-0000	Water and Sewage	\$1,000.00	\$150.04	\$12,000.00	\$2,294.10	\$10,555.86	\$0.00	82.147%
1000-735-132-0000	D Salaries - Administrator's Staff	\$6,299.46	\$0.00	\$320,000.00	\$5,021.48	\$274,661.07	\$46,616.91	84.175%
1000-735-132-2000	D Salaries - Administrator's Staff{Economic Development}	\$2,003.54	\$0.00	\$9,837.48	\$0.00	\$10,657.38	\$1,183.64	90.004%
1000-735-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$44,392.92	\$0.00	\$39,084.72	\$5,308.20	88.043%
1000-735-211-2000	D Ohio Public Employees Retirement System{Economic Developmen}	\$0.00	\$0.00	\$1,986.93	\$0.00	\$1,986.93	\$0.00	100.000%
1000-735-213-0000	D Medicare	\$0.00	\$0.00	\$4,597.84	\$0.00	\$3,999.26	\$598.58	86.981%
1000-735-213-2000	D Medicare{Economic Development}	\$0.00	\$0.00	\$249.47	\$0.00	\$249.47	\$0.00	100.000%
1000-735-221-0000	Medical/Hospitalization	\$6,677.10	\$0.00	\$90,776.00	\$15,129.00	\$82,322.10	\$2.00	84.474%
1000-735-221-2000	Medical/Hospitalization{Economic Development}	\$887.40	\$0.00	\$0.00	\$0.00	\$887.40	\$0.00	100.000%
1000-735-222-0000	Life Insurance	\$33.00	\$0.00	\$500.00	\$66.00	\$363.00	\$104.00	68.105%
1000-735-225-0000	D Workers' Compensation	\$0.00	\$0.00	\$1,000.00	\$0.00	\$734.00	\$266.00	73.400%
1000-735-228-0000	D Health Care Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-735-229-0000	Other - Insurance Benefits	\$0.00	\$0.00	\$5,000.00	\$3,162.85	\$1,837.15	\$0.00	36.743%
1000-735-229-2000	Other - Insurance Benefits{Economic Development}	\$126.83	\$0.00	\$126.83	\$0.00	\$126.83	\$126.83	50.000%
1000-735-240-0000	D Unemployment Compensation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-735-252-0000	Travel and Transportation	\$0.00	\$0.00	\$15,034.86	\$3,000.82	\$9,707.94	\$2,326.10	64.570%
1000-735-252-2000	Travel and Transportation{Economic Development}	\$0.00	\$0.00	\$965.14	\$0.00	\$965.14	\$0.00	100.000%
1000-735-321-0000	Telephone	\$800.00	\$800.00	\$12,500.00	\$2,725.81	\$9,774.19	\$0.00	78.194%
1000-735-329-0000	Other-Communications, Printing & Advertising	\$152.95	\$0.00	\$21,580.00	\$1,883.01	\$19,813.83	\$36.11	91.170%
1000-735-329-8000	Other-Communications, Printing & Advertising{Other Promotio}	\$0.00	\$0.00	\$3,620.00	\$0.00	\$3,558.24	\$61.76	98.294%
1000-735-329-8800	Other-Communications, Printing & Advertising{Fireworks}	\$0.00	\$0.00	\$22,075.00	\$0.00	\$22,075.00	\$0.00	100.000%

LORAIN PORT AUTHORITY, LORAIN COUNTY

Appropriation Status

By Fund

As Of 11/30/2022

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
1000-735-330-0000	Rents and Leases	\$367.97	\$0.00	\$5,000.00	\$367.97	\$4,416.64	\$583.36	82.278%
1000-735-330-6000	Rents and Leases{ODNR Lease}	\$0.00	\$0.00	\$36,005.00	\$0.00	\$36,003.32	\$1.68	99.995%
1000-735-330-6100	Rents and Leases{CORPS Engineer Lease}	\$0.00	\$0.00	\$16,843.00	\$12,970.00	\$2,030.00	\$1,843.00	12.052%
1000-735-341-0000	Accounting and Legal Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-735-341-2000	Accounting and Legal Fees{Economic Development}	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-735-343-0000	Uniform Accounting Network Fees	\$0.00	\$0.00	\$3,792.00	\$948.00	\$2,844.00	\$0.00	75.000%
1000-735-344-0000	D Tax Collection Fees	\$0.00	\$0.00	\$22,000.00	\$0.00	\$17,728.09	\$4,271.91	80.582%
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	\$0.00	\$0.00	\$7,900.00	\$0.00	\$3,481.88	\$4,418.12	44.074%
1000-735-347-2000	Planning Consultants{Economic Development}	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	0.000%
1000-735-349-0000	Other - Professional and Technical Services	\$14,052.00	\$0.00	\$3,250.00	\$1,050.50	\$16,251.50	\$0.00	93.928%
1000-735-353-0000	Liability Insurance Premiums	\$0.00	\$0.00	\$54,790.00	\$0.00	\$54,790.00	\$0.00	100.000%
1000-735-391-0000	Dues and Fees	\$130.00	\$0.00	\$13,600.00	\$1,350.87	\$10,110.49	\$2,268.64	73.638%
1000-735-391-2000	Dues and Fees{Economic Development}	\$1,500.00	\$0.00	\$1,905.20	\$1,500.00	\$405.20	\$1,500.00	11.899%
1000-735-391-8500	Dues and Fees{Real Estate}	\$0.00	\$0.00	\$5,931.18	\$0.00	\$5,931.18	\$0.00	100.000%
1000-735-410-0000	Office Supplies and Materials	\$33.90	\$0.00	\$7,000.00	\$2,623.85	\$3,642.72	\$767.33	51.788%
1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$6,569.96	\$200.00	\$206,859.85	\$22,210.18	\$185,669.87	\$5,349.76	87.075%
1000-735-431-5300	Repairs and Maintenance of Buildings and Land{GOOSE DOG}	\$0.00	\$0.00	\$1,500.00	\$431.03	\$474.76	\$594.21	31.651%
1000-745-342-0000	Auditing Services	\$184.50	\$0.00	\$9,676.00	\$0.00	\$9,860.50	\$0.00	100.000%
1000-745-342-2000	Auditing Services{Economic Development}	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-800-540-0000	Machinery, Equipment and Furniture	\$0.00	\$0.00	\$3,900.00	\$0.00	\$2,541.76	\$1,358.24	65.173%
1000-800-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$65,065.47	\$0.00	\$65,065.47	\$0.00	100.000%
1000-910-910-0000	D Transfers - Out	\$0.00	\$0.00	\$23,266.66	\$0.00	\$23,266.66	\$0.00	100.000%
1000-920-920-0000	D Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$31,800.00	\$0.00	0.000%
General Fund Total:		\$43,498.61	\$1,150.04	\$1,133,345.58	\$92,700.90	\$1,035,046.21	\$79,747.04	88.037%

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

LORAIN PORT AUTHORITY, LORAIN COUNTY

Appropriation Status

By Fund

As Of 11/30/2022

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2051-735-252-0000	Travel and Transportation	\$0.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$6,500.00	0.000%
2051-735-300-0000	Contractual Services	\$0.00	\$0.00	\$493,000.00	\$493,000.00	\$0.00	\$0.00	0.000%
2051-735-400-0000	Supplies and Materials	\$0.00	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0.000%
USEPA Brownfield Assessment Grant Fund Total:		\$0.00	\$0.00	\$500,000.00	\$493,000.00	\$0.00	\$7,000.00	0.000%

Fund: Marine Patrol Program

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

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2061-110-132-0000	D Salaries - Administrator's Staff	\$55.92	\$0.00	\$0.00	\$0.00	\$55.92	\$0.00	100.000%
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	\$14.79	\$0.00	\$14.79	\$0.00	100.000%
2061-110-400-0000	Supplies and Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
2061-910-910-0000	D Transfers - Out	\$0.00	\$0.00	\$1.32	\$0.00	\$1.32	\$0.00	100.000%
Marine Patrol Program Fund Total:		\$55.92	\$0.00	\$16.11	\$0.00	\$72.03	\$0.00	100.000%

Fund: Inclusive Project Planning

Pooled Balance: \$22,459.00
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$22,459.00

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	\$41,800.00	\$11,559.00	\$30,241.00	\$0.00	72.347%
2901-920-920-6700	D Advances - Out{Inclusive Project Planning}	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Inclusive Project Planning Fund Total:		\$0.00	\$0.00	\$41,800.00	\$11,559.00	\$30,241.00	\$0.00	72.347%

LORAIN PORT AUTHORITY, LORAIN COUNTY

Appropriation Status

By Fund

As Of 11/30/2022

Fund: Grant Construction KIFBL

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

Table with 10 columns: 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. Rows include Engineering Services, Dues and Fees, Other - Capital Outlay, and Grant Construction KIFBL Fund Total.

Fund: Port & Parks Bike Trail Station

Pooled Balance: \$42,193.22
Non-Pooled Balance: \$0.00
Total Cash Balance: \$42,193.22

Table with 10 columns: 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. Rows include Capital Outlay{Port & Parks Bike Trail Station} and Port & Parks Bike Trail Station Fund Total.

Fund: BRL Stage Capital Projects

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

Table with 10 columns: 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. Rows include Buildings and Other Structures{Stage Project} and BRL Stage Capital Projects Fund Total.

Report reflects selected information.

LORAIN PORT AUTHORITY, LORAIN COUNTY

Appropriation Status

By Fund

As Of 11/30/2022

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
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Fund: Rockin' on the River

Pooled Balance: \$0.00

Non-Pooled Balance: \$0.00

Total Cash Balance: \$0.00

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
9902-889-399-0000	Other - Other Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	\$44,676.24	\$0.00	0.000%
Rockin' on the River Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$44,676.24	\$0.00	0.000%

Fund: Energy Special Improvement District

Pooled Balance: \$2,500.00

Non-Pooled Balance: \$0.00

Total Cash Balance: \$2,500.00

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
9903-889-349-2100	Other - Professional and Technical Services{PACE}	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Energy Special Improvement District Fund Total:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Report Total:		\$43,554.53	\$1,150.04	\$4,869,781.70	\$700,351.64	\$3,205,302.75	\$1,083,008.04	65.252%

LORAIN PORT AUTHORITY, LORAIN COUNTY

Bank Reconciliation

Reconciled Date 11/30/2022

Posted 12/6/2022 11:44:43 AM

Prior UAN Balance:		\$1,099,515.67
Receipts:	+	\$1,002,341.67
Payments:	-	\$114,433.55
Adjustments:	+	\$0.00
Current UAN Balance as of 11/30/2022:		\$1,987,423.79
Other Adjusting Factors:	+	\$0.00
Adjusted UAN Balance as of 11/30/2022:		\$1,987,423.79
Entered Bank Balances as of 11/30/2022:		\$1,991,437.81
Deposits in Transit:	+	\$0.00
Outstanding Payments:	-	\$4,214.02
Outstanding Adjustments:	+	\$0.00
Other Adjusting Factors:	+	\$200.00
Adjusted Bank Balances as of 11/30/2022:		\$1,987,423.79

Balances Reconciled

Reconciliation Notes

Deflating Bank Errors: \$200.00
 Petty Cash

Governing Board Signatures

 There are no outstanding receipts as of 11/30/2022.

 There are no outstanding adjustments as of 11/30/2022.

LORAIN PORT AUTHORITY, LORAIN COUNTY

12/6/2022 11:53:33 AM

Bank Balances

UAN v2022.3

Reconciled Date 11/30/2022

Posted 12/6/2022 11:44:43 AM

<u>Type</u>	<u>Name</u>	<u>Number</u>	<u>Prior Bank Balance</u>	<u>Calculated Bank Balance</u>	<u>Entered Bank Balance</u>	<u>Difference</u>
Primary	PRIMARY		\$1,100,715.67	\$1,991,437.81	\$1,991,437.81	\$0.00
		Total:	<u>\$1,100,715.67</u>	<u>\$1,991,437.81</u>	<u>\$1,991,437.81</u>	<u>\$0.00</u>

LORAIN PORT AUTHORITY, LORAIN COUNTY

12/6/2022 11:53:33 AM

Outstanding Payments

UAN v2022.3

Reconciled Date 11/30/2022

Posted 12/6/2022 11:44:43 AM

Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Warrant	14667	08/12/2022	LORAIN INTERNATIONAL ASSOCIATION	\$1,000.00
PRIMARY	Warrant	14810	11/22/2022	MURRAY RIDGE PRODUCTION CENTER	\$400.00
PRIMARY	Warrant	14815	11/28/2022	COLUMBIA GAS OF OHIO	\$374.05
PRIMARY	Warrant	14816	11/28/2022	JAN-PRO CLEANING SYSTEMS	\$272.00
PRIMARY	Warrant	14817	11/28/2022	TERMINAL READY MIX	\$1,800.00
PRIMARY	Warrant	14818	11/28/2022	US BANK	\$367.97
					\$4,214.02

LORAIN PORT AUTHORITY, LORAIN COUNTY

12/6/2022 11:53:33 AM

Cleared Payments

UAN v2022.3

Reconciled Date 11/30/2022

Posted 12/6/2022 11:44:43 AM

Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Electronic	219-2022	11/04/2022	THOMAS E BROWN	\$2,764.78
PRIMARY	Electronic	220-2022	11/04/2022	KELSEY LEAH LEYVA	\$1,038.38
PRIMARY	Electronic	221-2022	11/04/2022	TIFFANY A MCCLELLAND	\$2,021.20
PRIMARY	Electronic	222-2022	11/04/2022	IDA YVONNE SMITH	\$1,714.93
PRIMARY	Electronic	224-2022	11/09/2022	MICHAEL E. BROSKY	\$1,104.38
PRIMARY	Electronic	226-2022	11/07/2022	OHIO PUBLIC EMPLOYEES DEFERRED	\$655.00
PRIMARY	Electronic	227-2022	11/09/2022	US TREASURY	\$2,289.35
PRIMARY	Electronic	228-2022	11/09/2022	OHIO TREASURER OF STATE	\$519.75
PRIMARY	Electronic	229-2022	11/09/2022	CITY OF LORAIN DEPT. OF TAXATION	\$591.99
PRIMARY	Electronic	230-2022	11/09/2022	OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$5,709.01
PRIMARY	Electronic	231-2022	11/18/2022	THOMAS E BROWN	\$2,764.78
PRIMARY	Electronic	232-2022	11/18/2022	KELSEY LEAH LEYVA	\$1,038.38
PRIMARY	Electronic	233-2022	11/18/2022	TIFFANY A MCCLELLAND	\$2,090.01
PRIMARY	Electronic	234-2022	11/18/2022	IDA YVONNE SMITH	\$1,655.63
PRIMARY	Electronic	236-2022	11/15/2022	HUNTINGTON NATIONAL BANK	\$19.96
PRIMARY	Electronic	237-2022	11/22/2022	OHIO PUBLIC EMPLOYEES DEFERRED	\$655.00
PRIMARY	Warrant	14776	10/25/2022	National Council of Negro Women	\$400.00
PRIMARY	Warrant	14778	11/01/2022	Lynnwood McGrier	\$240.00
PRIMARY	Warrant	14779	11/01/2022	AABLE RENTS COMPANY	\$5,674.00
PRIMARY	Warrant	14780	11/01/2022	COLUMBIA GAS OF OHIO	\$177.30
PRIMARY	Warrant	14781	11/01/2022	FRED V. OSTRANDER	\$100.00
PRIMARY	Warrant	14782	11/01/2022	OHIO EDISON	\$1,858.05
PRIMARY	Warrant	14783	11/01/2022	REPUBLIC SERVICES, INC.	\$172.40
PRIMARY	Warrant	14784	11/01/2022	ROMCO FIRE AND SAFETY	\$484.44
PRIMARY	Warrant	14785	11/01/2022	US BANK	\$367.97
PRIMARY	Warrant	14786	11/09/2022	LORAIN COUNTY TREASURER	\$840.50
PRIMARY	Warrant	14787	11/09/2022	LORAIN COUNTY TREASURER	\$7,564.50
PRIMARY	Warrant	14788	11/09/2022	LORAIN COUNTY TREASURER	\$33.00
PRIMARY	Warrant	14789	11/10/2022	AABLE RENTS COMPANY	\$840.00
PRIMARY	Warrant	14790	11/10/2022	Born's Lawn Care, LLC	\$998.75
PRIMARY	Warrant	14791	11/10/2022	Chris Haynes	\$1,000.00
PRIMARY	Warrant	14792	11/10/2022	City of Lorain, Public Property Department	\$78.00
PRIMARY	Warrant	14793	11/10/2022	CITY OF LORAIN UTILITIES DEPT.	\$818.00

LORAIN PORT AUTHORITY, LORAIN COUNTY

12/6/2022 11:53:33 AM

Cleared Payments

UAN v2022.3

Reconciled Date 11/30/2022

Posted 12/6/2022 11:44:43 AM

Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Warrant	14794	11/10/2022	COLUMBIA GAS OF OHIO	\$230.27
PRIMARY	Warrant	14795	11/10/2022	Eye Appeal Landscaping	\$800.00
PRIMARY	Warrant	14796	11/10/2022	FLIGNER'S SUPERMARKET & CATERING	\$45.64
PRIMARY	Warrant	14797	11/10/2022	GREAT LAKES PUBLISHING	\$500.00
PRIMARY	Warrant	14798	11/10/2022	LORAIN HISTORICAL SOCIETY	\$803.00
PRIMARY	Warrant	14799	11/10/2022	MTC HORTICULTUREAL SERVICES LLC	\$9,050.63
PRIMARY	Warrant	14800	11/10/2022	MURRAY RIDGE PRODUCTION CENTER	\$1,000.00
PRIMARY	Warrant	14801	11/10/2022	NORTHWESTERN OHIO SECURITY SYSTEMS, INC.	\$1,080.00
PRIMARY	Warrant	14802	11/10/2022	OHIO TREASURER OF STATE	\$36,003.32
PRIMARY	Warrant	14803	11/10/2022	US TREASURY, COAST GUARD VESSEL INSPECTION	\$600.00
PRIMARY	Warrant	14804	11/10/2022	Verdantas	\$3,481.88
PRIMARY	Warrant	14805	11/10/2022	William E. Lehner	\$143.75
PRIMARY	Warrant	14806	11/22/2022	Andrew Fought, dba Shores & Island Disel LLC	\$1,987.70
PRIMARY	Warrant	14807	11/22/2022	BCT ALARM SERVICES, INC.	\$2,336.39
PRIMARY	Warrant	14808	11/22/2022	LUCAS PLUMBING & HEATING, INC.	\$1,567.19
PRIMARY	Warrant	14809	11/22/2022	Lumen	\$711.34
PRIMARY	Warrant	14811	11/22/2022	OHIO EDISON	\$2,213.88
PRIMARY	Warrant	14812	11/22/2022	US BANK ONE CARD	\$262.95
PRIMARY	Warrant	14813	11/22/2022	VICTORY WINDOW CLEANING, LLC	\$360.00
PRIMARY	Warrant	14814	11/22/2022	Tiffany McClelland	\$162.15
					\$111,619.53

LORAIN PORT AUTHORITY, LORAIN COUNTY

12/6/2022 11:53:33 AM

Cleared Receipts

UAN v2022.3

Reconciled Date 11/30/2022

Posted 12/6/2022 11:44:43 AM

Account	Type	Ticket #	Receipt #	Post Date	Source	Amount
PRIMARY	Standard		209-2022	11/03/2022	LORAIN COUNTY AUDITOR - J. CRAIG SNODGRASS	\$995,000.00
PRIMARY	Standard		203-2022	11/09/2022	LORAIN PORT AUTHORITY SPECIAL	\$100.00
PRIMARY	Standard		204-2022	11/09/2022	OHIO DEPARTMENT OF NATURAL RESOURCES	\$6,791.67
PRIMARY	Standard		205-2022	11/15/2022	LORAIN COUNTY AUDITOR - J. CRAIG SNODGRASS	\$150.00
PRIMARY	Standard		206-2022	11/21/2022	LoCo Yaks	\$300.00
						\$1,002,341.67

Payment Listing

November 2022

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
219-2022	11/04/2022	10/31/2022	EP	THOMAS E BROWN	\$2,764.78	C
220-2022	11/04/2022	10/31/2022	EP	KELSEY LEAH LEYVA	\$1,038.38	C
221-2022	11/04/2022	10/31/2022	EP	TIFFANY A MCCLELLAND	\$2,021.20	C
222-2022	11/04/2022	10/31/2022	EP	IDA YVONNE SMITH	\$1,714.93	C
224-2022	11/09/2022	11/07/2022	EP	MICHAEL E. BROSKY	\$1,104.38	C
226-2022	11/07/2022	11/07/2022	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$655.00	C
227-2022	11/09/2022	11/09/2022	EW	US TREASURY	\$2,289.35	C
228-2022	11/09/2022	11/09/2022	EW	OHIO TREASURER OF STATE	\$519.75	C
229-2022	11/09/2022	11/09/2022	EW	CITY OF LORAIN DEPT. OF TAXATION	\$591.99	C
230-2022	11/09/2022	11/09/2022	EW	OHIO PUBLIC EMPLOYEES RETIREMENT S	\$5,709.01	C
231-2022	11/18/2022	11/16/2022	EP	THOMAS E BROWN	\$2,764.78	C
232-2022	11/18/2022	11/16/2022	EP	KELSEY LEAH LEYVA	\$1,038.38	C
233-2022	11/18/2022	11/16/2022	EP	TIFFANY A MCCLELLAND	\$2,090.01	C
234-2022	11/18/2022	11/16/2022	EP	IDA YVONNE SMITH	\$1,655.63	C
236-2022	11/15/2022	11/16/2022	CH	HUNTINGTON NATIONAL BANK	\$19.96	C
237-2022	11/22/2022	11/22/2022	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$655.00	C
14778	11/01/2022	11/01/2022	RW	Lynnwood McGrier	\$240.00	C
14779	11/01/2022	11/01/2022	AW	AABLE RENTS COMPANY	\$5,674.00	C
14780	11/01/2022	11/01/2022	AW	COLUMBIA GAS OF OHIO	\$177.30	C
14781	11/01/2022	11/01/2022	AW	FRED V. OSTRANDER	\$100.00	C
14782	11/01/2022	11/01/2022	AW	OHIO EDISON	\$1,858.05	C
14783	11/01/2022	11/01/2022	AW	REPUBLIC SERVICES, INC.	\$172.40	C
14784	11/01/2022	11/01/2022	AW	ROMCO FIRE AND SAFETY	\$484.44	C
14785	11/01/2022	11/01/2022	AW	US BANK	\$367.97	C
14786	11/09/2022	11/09/2022	WH	LORAIN COUNTY TREASURER	\$840.50	C
14787	11/09/2022	11/09/2022	AW	LORAIN COUNTY TREASURER	\$7,564.50	C
14788	11/09/2022	11/09/2022	AW	LORAIN COUNTY TREASURER	\$33.00	C
14789	11/10/2022	11/10/2022	AW	AABLE RENTS COMPANY	\$840.00	C
14790	11/10/2022	11/10/2022	AW	Born's Lawn Care, LLC	\$998.75	C
14791	11/10/2022	11/10/2022	AW	Chris Haynes	\$1,000.00	C
14792	11/10/2022	11/10/2022	AW	City of Lorain, Public Property Department	\$78.00	C
14793	11/10/2022	11/10/2022	AW	CITY OF LORAIN UTILITIES DEPT.	\$818.00	C
14794	11/10/2022	11/10/2022	AW	COLUMBIA GAS OF OHIO	\$230.27	C
14795	11/10/2022	11/10/2022	AW	Eye Appeal Landscaping	\$800.00	C
14796	11/10/2022	11/10/2022	AW	FLIGNER'S SUPERMARKET & CATERING	\$45.64	C
14797	11/10/2022	11/10/2022	AW	GREAT LAKES PUBLISHING	\$500.00	C
14798	11/10/2022	11/10/2022	AW	LORAIN HISTORICAL SOCIETY	\$803.00	C
14799	11/10/2022	11/10/2022	AW	MTC HORTICULTUREAL SERVICES LLC	\$9,050.63	C
14800	11/10/2022	11/10/2022	AW	MURRAY RIDGE PRODUCTION CENTER	\$1,000.00	C
14801	11/10/2022	11/10/2022	AW	NORTHWESTERN OHIO SECURITY SYSTE	\$1,080.00	C
14802	11/10/2022	11/10/2022	AW	OHIO TREASURER OF STATE	\$36,003.32	C
14803	11/10/2022	11/10/2022	AW	US TREASURY, COAST GUARD VESSEL IN	\$600.00	C
14804	11/10/2022	11/10/2022	AW	Verdantas	\$3,481.88	C
14805	11/10/2022	11/10/2022	AW	William E. Lehner	\$143.75	C
14806	11/22/2022	11/22/2022	AW	Andrew Fought, dba Shores & Island Disel LL	\$1,987.70	C
14807	11/22/2022	11/22/2022	AW	BCT ALARM SERVICES, INC.	\$2,336.39	C

Payment Listing

November 2022

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
14808	11/22/2022	11/22/2022	AW	LUCAS PLUMBING & HEATING, INC.	\$1,567.19	C
14809	11/22/2022	11/22/2022	AW	Lumen	\$711.34	C
14810	11/22/2022	11/22/2022	AW	MURRAY RIDGE PRODUCTION CENTER	\$400.00	O
14811	11/22/2022	11/22/2022	AW	OHIO EDISON	\$2,213.88	C
14812	11/22/2022	11/22/2022	AW	US BANK ONE CARD	\$262.95	C
14813	11/22/2022	11/22/2022	AW	VICTORY WINDOW CLEANING, LLC	\$360.00	C
14814	11/22/2022	11/22/2022	AW	Tiffany McClelland	\$162.15	C
14815	11/28/2022	11/28/2022	AW	COLUMBIA GAS OF OHIO	\$374.05	O
14816	11/28/2022	11/28/2022	AW	JAN-PRO CLEANING SYSTEMS	\$272.00	O
14817	11/28/2022	11/28/2022	AW	TERMINAL READY MIX	\$1,800.00	O
14818	11/28/2022	11/28/2022	AW	US BANK	\$367.97	O
Total Payments:					\$114,433.55	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$114,433.55	

Type: AM - Accounting Manual Warrant, AW - Accounting Warrant, IM - Investment Manual Warrant, IW - Investment Warrant, PM - Payroll Manual Warrant, PR - Payroll Warrant, RW - Reduction of Receipt Warrant, SW - Skipped Warrant, WH - Withholding Warrant, WM - Withholding Manual, WS - Special Warrant, CH - Electronic Payment Advice, IL - Investment Loss, EP - Payroll EFT Voucher, CV - Payroll Conversion Voucher, SV - Payroll Special Voucher, EW - Withholding Voucher, POS ADJ - Positive Adjustment, NEG ADJ - Negative Adjustment, POS REAL - Positive Reallocation, NEG REAL - Negative Reallocation

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

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

LORAIN PORT AUTHORITY, LORAIN COUNTY
Purchase Order Listing
Year 2022

Purchase Order #	Type	Issue Date	Transaction Date	Expire Date	Vendor	Status	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance
301-2022	PO Reg	11/02/2022	11/02/2022		AABLE RENTS COMPANY	O	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00
302-2022	PO Reg	11/02/2022	11/02/2022		LUCAS PLUMBING & HEATING, INC.	O	\$1,500.00	\$1,301.40	\$0.00	\$0.00	\$198.60
303-2022	PO Reg	11/02/2022	11/02/2022		Born's Lawn Care, LLC	O	\$4,357.50	\$998.75	\$0.00	\$0.00	\$3,358.75
304-2022	PO Reg	11/02/2022	11/02/2022		COLUMBIA GAS OF OHIO	O	\$2,500.00	\$108.73	\$0.00	\$0.00	\$2,391.27
305-2022	PO Reg	11/02/2022	11/02/2022		US BANK ONE CARD	O	\$86.00	\$0.00	\$0.00	\$0.00	\$86.00
306-2022	PO Reg	11/03/2022	11/03/2022		FLIGNER'S SUPERMARKET & CATERING	O	\$150.00	\$45.64	\$0.00	\$0.00	\$104.36
307-2022	PO Reg	11/07/2022	11/07/2022		LUCAS PLUMBING & HEATING, INC.	O	\$1,000.00	\$265.79	\$0.00	\$0.00	\$734.21
308-2022	PO Reg	11/10/2022	11/10/2022		VICTORY WINDOW CLEANING, LLC	C	\$360.00	\$360.00	\$0.00	\$0.00	\$0.00
309-2022	PO ThnNw	11/10/2022	11/10/2022		William E. Lehner	C	\$143.75	\$143.75	\$0.00	\$0.00	\$0.00
310-2022	PO Reg	11/10/2022	11/10/2022		LORAIN HISTORICAL SOCIETY	C	\$803.00	\$803.00	\$0.00	\$0.00	\$0.00
311-2022	PO Reg	11/14/2022	11/14/2022		Verdantas	O	\$12,970.00	\$0.00	\$0.00	\$0.00	\$12,970.00
312-2022	PO Reg	11/16/2022	11/16/2022		US BANK ONE CARD	O	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
313-2022	PO Reg	11/17/2022	11/17/2022		US BANK ONE CARD	O	\$375.00	\$0.00	\$0.00	\$0.00	\$375.00
314-2022	PO Reg	11/17/2022	11/17/2022		TERMINAL READY MIX	O	\$81,000.00	\$0.00	\$0.00	\$0.00	\$81,000.00
315-2022	PO Reg	11/17/2022	11/17/2022		Verdantas	O	\$493,000.00	\$0.00	\$0.00	\$0.00	\$493,000.00
316-2022	PO Reg	11/17/2022	11/17/2022		BCT ALARM SERVICES, INC.	C	\$240.00	\$120.00	\$120.00	\$0.00	\$0.00
317-2022	PO Reg	11/17/2022	11/17/2022		Chris Haynes	O	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00
318-2022	PO Reg	11/23/2022	11/23/2022		US BANK ONE CARD	O	\$234.69	\$0.00	\$0.00	\$0.00	\$234.69
Total for selected purchase orders:							<u>\$602,219.94</u>	<u>\$4,147.06</u>	<u>\$120.00</u>	<u>\$0.00</u>	<u>\$597,952.88</u>

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

Lorain Port Authority

ByLaws

Rules and Regulations

Style Definition: TOC 1

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January-December 130,
2021

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Office Location

Principal Office

Lorain Port Authority, 319 Black River Lane, Lorain, Ohio 44052 or such other location as may be designated from time to time by the Board of Directors.

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Remote Work

The Executive Director may allow remote work from time to time in order to further the purposes of the Lorain Port Authority and the efficiency of its operations.

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Sub Offices

The Board of Directors may establish sub offices at such other places, within or without the state of Ohio, as shall be designated from time to time by the Board of Directors in order to further the purposes of the Lorain Port Authority and the efficiency of its operations.

Board Members

Organization of Board of Directors

A port authority created in accordance with section 4582.02 of the Revised Code shall be governed by a board of directors (directors). Members of a board of directors of a port authority created by the exclusive action of a municipal corporation shall consist of the number of members it considers necessary and shall be appointed by the mayor with the advice and consent of the council. Per City of Lorain Council Ordinance 5-67, our board is nine members.

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Each successor shall serve for a term of four years, except that any person appointed to fill a vacancy shall be appointed to only the unexpired term and any director is eligible for reappointment.

A majority of the directors shall have been qualified electors of, or shall have had their businesses or places of employment in, one or more political subdivisions within the area of the jurisdiction of the port authority, for a period of at least three years next preceding their appointment.

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Officers

~~The officers of the LPA shall be a chairperson, a vice chairperson, a secretary and such assistant secretaries as the Board of Directors of the LPA may designate, provided that only the chairperson and vice chairperson need to be members of the Board. The directors shall elect one of their membership as chairperson and another as vice-chairperson and shall designate their terms of office, and shall appoint a secretary who need not be a director.~~

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Chairperson

~~The Chairperson shall be a member of the Board of Directors.~~ The Chairperson shall preside at all meetings of the Board and shall be the chief executive officer of the Lorain Port Authority. He/she shall perform all duties commonly incident to the position of presiding officer of a board or commission, or business organization, and shall exercise supervision over the business of the Lorain Port Authority, its officers and employees. ~~He/she shall have authority without impairment of any authority specifically granted by the Board to other person to sign all contracts, releases, notes, bonds and other instruments and documents to be executed on behalf of the Lorain Port Authority. He/she shall be the chief officer of the Lorain Port Authority for the purpose of service of civil process and is authorized to accept such service on behalf of the Lorain Port Authority.~~ He/she shall perform such other duties as prescribed by the laws of the State of Ohio and have such other authority as may be provided from time to time by the Board.

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Vice Chairperson

The Vice Chair shall be a member of the Board of Directors. He/She shall perform the duties and have the authority of the chair during the absence and disability of the chair, and shall preside at the meetings of the Board of Directors when and while the Chair shall vacate the chair. The Vice Chair shall perform such other duties and have such other authority as may be assigned to him/her from time to time by the Board of Directors or Chair. At the request of the Chair, or in his/her absence or disability, the vice chair shall have all the powers of the chair. ~~The authority of the Vice Chair to sign in the name of the Port Authority all contracts, releases,~~

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bonds, notes and other instrument and documents to be executed on behalf of the Port Authority shall be coextensive of the Chair.

Secretary and Fiscal Officer

~~If the secretary is not a member of the Board, The secretary will shall be the Executive Director of the also be the fiscal officer of the Lorain Port Authority, but need not be a member of the Board of Directors, he/she shall receive such compensation, as the Board shall provide. The secretary shall also be the fiscal officer of the Lorain Port Authority but need not be a member of the Board of Directors.~~ Before entering upon his/her duties, the secretary shall give a surety bond to the Lorain Port Authority in the penal; sum of \$25,000; such bond to be conditioned upon the faithful performance of the duties of the office, to be executed by sureties satisfactory to the Lorain Port Authority. The cost of such bond and any other bonds required by these rules and regulations shall be paid by the Lorain Port Authority.

1. He/she shall attend all meetings of the Board of Directors and shall keep accurate records of the proceedings at such meetings, including agency journals, which shall be attested by him/her. He/she shall have such authority and perform such duties as are provided by law and such as may, at any time and from time to time, be delegated to him/her by the Board of Directors.

2. He/she shall cause to be kept accurate books of account of all transactions on behalf of the Lorain Port Authority.

3. He/she shall have the care and custody of the funds of the Lorain Port Authority and may on behalf of the Lorain Port Authority endorse for deposit or collection all drafts, checks, notes and other instruments and orders for the payment of money to the Lorain Port Authority or its order, and to sign receipts thereof.

4. He/she shall have authority to sign, on behalf of the Lorain Port Authority, all vouchers for payments to be made by the Lorain Port Authority, and checks, drafts, notes and other obligations of the Lorain Port Authority for the payment of money by the Lorain Port Authority in the manner and to the extent provided in these Rules and Regulations.

5. He/she shall, from time to time, with the approval of the Board of Directors, allocate and reallocate the funds of the Lorain Port Authority into inactive funds, active funds and special funds, as provided or permitted by law.

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~~6. He/she shall prepare and submit to the Board his/her proposals for the annual budget and appropriations; shall maintain operations and expenditures within the budget and appropriations; and shall establish budget procedures and maintain supervision over budget control.~~

~~7. He/she shall be secretary to all committees, and when directed by the chairperson of any committee, shall cause minutes of each meeting to be kept.~~

~~8. The secretary shall be deemed to have discharged his/her responsibilities under these rules and regulations if he/she shall have caused the same to be discharged by an assistant or employee properly authorized or assigned to the secretary by the Board of Directors, except as to any duties which under the law can be discharged only by the secretary or fiscal officer of a port authority, pursuant to the applicable provisions of Chapter 4582 of the Revised Code of Ohio.~~

The secretary shall have the authority to delegate any and all of the duties or authorities to members of the LPA staff, or others as appropriate.

The secretary shall have authority to sign, on behalf of the port authority, powers of attorney required by the Department of Treasury, United States Customs Service, for the purpose of continuing operations in the Foreign Trade Zone, or for other purposes as may be necessary.

Assistant Secretary

The Board of Directors may appoint one or more persons as Assistant Secretary, each of whom shall be an assistant secretary and assistant fiscal officer, who need not be a member of the Board of Directors. Each assistant secretary may, unless otherwise specified by the laws of Ohio, these Rules and Regulations, the Board of Directors or the secretary, perform any and all duties of the secretary, which customarily and ordinarily designated to the office of the secretary, and to the extent permitted by law, may perform such further duties as may be assigned from time to time by the Board of Directors or the secretary.

Before entering upon the duties, each assistant secretary shall file with the Port authority a surety bond similar to the bond prescribed for the Fiscal Officer, in the penal sum of \$25,000.

Assistant and Sub-ordinate Officers

The Board of Directors may appoint such assistant and subordinate officers or employees and hire such professional consultants or advisors as it may deem desirable or necessary, who shall hold office or employment, or be employed as independent contractors, at the pleasure of the Board of Directors and perform such duties as the Board of Directors may prescribe. The Board of Directors may authorize any officer to appoint and remove subordinate officers or

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~~employees, to prescribe their authority and duties, and to fix their compensation within amounts appropriated by the Board of Directors.~~

~~There is reserved to the Board of Directors of the authority at all times to delegate, transfer, assign and reassign duties to the extent permitted by law.~~

Terms of Office

All officers elected prior to adoption of these bylaws shall continue to hold office until such time of their term expiration and their successors are elected. The term of each officer shall be one year and until his successors are elected. Nominations for officers shall take place annually at the meeting of the Board of Directors in the month of March. Officers shall then be elected annually at the meeting of the Board of Directors in the month of April and shall take office at the next regularly scheduled meeting of the Board in May. If any officer who was a member or employee of the Board of Directors or the Lorain Port Authority when elected to his office, shall cease to hold such office if he shall cease to be a member or employee of the Lorain Port Authority.

Resignation

Any officer may resign by giving written notice to the Secretary, or in event of resignation of the Secretary, by giving written notice to the Chairman. Resignation shall be effective as of the date stated in such resignation or, if not therein stated, upon the appointment of a successor. Notice of resignation shall be transmitted by the officer receiving written notices to all members of the Board of Directors, but no such resignation shall require acceptance by the Board.

Removal of an Officer

All officers shall serve at the pleasure of the Board and shall be subject to removal by the Board at any time by a majority of the Board of Directors at a duly called meeting.

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Vacancies

Vacancies in all offices shall be filled by the Board of Directors and may be filled by the vote of a majority of those present at any regular or special meeting at which a quorum is present.

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Delegation of Duties

~~Execution of agreements, deeds, leases, contracts or any other documents shall be signed by the executive director or assistant director, unless specified in a pertinent statute that another such person is required to execute such instrument. Execution of Instruments Deeds, Leases, Contracts and Other Agreements Deeds, leases, contracts agreements and all other documents excepting those referred to in paragraph (2) below, shall be signed by the person or officer specified in any pertinent statute as the person, or officer required to execute such instrument. If no statutory requirement exists, such instruments shall be signed by the Chairperson or vice chairperson, and by the secretary or an assistant secretary, b~~ But the Board may at any time or from time to time designate one or more of its members or any other employee or officer to execute any such instrument for and on behalf of the Lorain Port Authority.

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Qualified Immunity

In addition to any other immunity provided under Ohio law, no member of the Board of Directors shall be personally liable for any monetary damages that arise from actions taken in the performance of his or her official duties, except for acts or omissions that are not in good faith or that involve intentional misconduct or a knowing violation of law, or any transaction from which the director derived ~~an~~ improper personal benefit.

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Compensation

Each Director shall serve without compensation, although expenses incurred by any Director may be paid or reimbursed as the Board may approve.

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Reimbursement of Expenses

All Directors, officers, professional consultants or advisors or employees of the LPA, who properly incur expenses in the course of their official duties, shall be reimbursed for such expenses incurred, upon vouchers approved by the ~~chair person, vice chairperson or secretary.~~ Executive Director or Assistant Director.

Removal of Director

Any Director who fails to attend three (3) consecutive regular meetings of the Board (such Director being hereinafter referred to as the "Director to be removed") may be removed from the Board. Any Director may be removed for misfeasance, nonfeasance or malfeasance.

Ethics Statement

The ethical actions and behavior of members of the Lorain (City) Port Authority are described in and controlled by Ohio law (R.C. 102.01-.99). Under the Ohio Revised Code, Board Members are Public Officials. Proper ethical behavior draws its basis from the fiduciary duty that board members (public officials) of public agencies in Ohio acknowledge and adhere to.

A primary responsibility of port board members is to adhere to their fiduciary duty to the citizens of the city. The citizens have over a number of years consistently and voluntarily agreed to contribute money in the form of a property tax levy to provide for the operating cost of this Port Authority. Without the support of these contributions, the Port Authority could not exist.

Fiduciary duty is a legal obligation of one party (the Board members) to act in the best interest of another (the taxpayers). The obligated party is typically a fiduciary, that is, someone entrusted with the care of money or property.

Under Ohio Ethics Law, the Port Authority is defined as a public agency and the Board members as public officials. This elevates the fiduciary duty to a level that should be

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considered in all official actions taken by the Board, not only to avoid a conflict of interest, but also to avoid any perception of a conflict of interest.

A public official may not participate in any matters (including voting as a Board member or discussing these matters with other Board members privately) that involve his own financial interests or those of his family or business associates. A public official may not use or authorize the use of his public position to benefit himself or others in circumstances that create a conflict of interest where his objectivity could be impaired. In addition, a public official is prohibited from soliciting or accepting anything of value that would create any influence upon the public official in his public duties. These provisions prohibit a public official from soliciting or accepting gifts, travel expenses, consulting fees, or any other thing of value from any party that is interested in, regulated by, or doing or seeking to do business with the public agency. A public official is prohibited from having any financial or fiduciary interest in a public contract approved by the Board upon which he sits.

As a Board member, if any questions regarding ethics or fiduciary duty arise, I will contact the Port Authority's legal counsel through the executive director and seek advice.

Members Name, Board of Director

Date

Board Meetings

Quorum

~~A majority of the members of the board then duly appointed and serving shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting, provided, however, if the Board is constituted of less than its full nine members a quorum shall never be less than five members of the Board of Directors duly appointed and serving. An affirmative vote of all the Directors shall be necessary to pass any resolution, a majority of the Board shall be necessary to pass any motion or to conduct any other business which may come before the meeting.~~

Robert's Rules of Order

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The rules contained in Robert's Rules of Order shall govern the Port Authority in all cases to which they are applicable and in which they are not inconsistent with these By-Laws and any special rules of order the Board of Directors may adopt.

Place of Meeting

All meetings shall be at its principal office, or at such other place designated by the Board at a preceding meeting, or designated in the notice of the meeting as hereinafter provided. At the discretion of the Executive Director and Chairperson, the board of directors may hold a meeting by interactive video conference or teleconference as provided in section 4582.60 of Revised Code.

Regular Meetings

It is the intention of the Board of Directors that meetings shall be held at least once each month, on such date and at such time and place as shall be designated from time to time by the Chair. Notice of such meetings shall be given to the Directors at least 48 hours before the time of such meeting.

Special Meetings

Subject to the requirements set forth previously, special meetings may be called at any time by the Chair, the vice chair, or any three directors, upon at least 24 hours notice given to each director.

Notice of Meetings

The secretary of the Board shall establish a procedure which shall provide for public notice of meetings of the Board of Directors and committees of the Board of the Lorain Port Authority, which notice shall contain the time, place and date of any meeting. Said procedure shall comply fully with the provisions of Section 121.22 of the Ohio Revised Code and a statement of such procedures shall be open to public inspection at all reasonable times.

Quorum

A majority of the members of the board then duly appointed and serving shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting. If the Board is constituted of less than its full nine members a quorum shall never be less than five

members of the Board of Directors duly appointed and serving. An affirmative vote of five of the Directors shall be necessary to pass any resolution, a majority of the Board shall be necessary to pass any motion or to conduct any other business which may come before the meeting.

At the discretion of the Executive Director and Chairperson, a member of the Board of Directors may be considered present and have the ability to cast a vote if they are attending in person at the designated meeting location, virtually through a video conferencing platform or called in via telephone.

Executive Session

The Board of Directors may hold an executive session only after a majority of a quorum of the Board determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters and any other matter allowed by Ohio law:

- 1-A. To consider the appointment, employment, dismissal, discipline, promotion, demotion or compensation of a public employee or official, or the investigation of charges or complaints against a public employee, official, licensee, or regulated individual requests a public hearing. If the Board of Directors holds an executive session for one of these purposes, the motion and vote to hold the executive session must state the approved purpose for the executive session, but need not indicate the name of the person to be considered at the meeting.
- 2-B. To consider the purchase of property for public purposes, or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest.
- 3-C. Conferences with an attorney for the Port Authority concerning disputes involving the Port Authority that are the subject of pending or imminent court action.
- 4-D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment.
- 5-E. Matters required to be kept confidential by federal law or regulations or state statutes.
- F. Specialized details of security arrangements if disclosure of the matters discussed might reveal information that could be used for the purpose of committing, or avoiding prosecution for a violation of the law.
- 6-G. To consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial

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statements of an applicant for economic development assistance, or to negotiations with other political subdivisions respecting requests for economic development assistance.

If the Port Authority holds an executive session to consider any matters listed above, the motion and vote to hold that executive session must state which one or more of the approved matters are to be considered at the executive session.

In the event of an emergency, the secretary ~~shall~~, on behalf of the Chairperson or directors calling the special meeting, shall notify the news media that have requested notification immediately of the time, place and purpose of the special meeting.

Action of the Board

Action of the Board shall be by resolution or motion.

Resolutions

Resolutions shall be in written form. Resolutions shall be presented under the appropriate, logical section of the agenda. -On passage of each resolution, the vote of each member present shall be entered in the minutes of the meeting.

Motions

Motions shall be presented, seconded and acted upon in accordance with recognized parliamentary procedures. Upon request of any member, any motion shall be reduced in writing. Any motion may be withdrawn by the maker with the consent of the second, before it has been amended or voted upon. All motions which have been entertained by the presiding member shall be entered upon the minutes of the meeting.

Public Meetings

All meetings of the Board of Directors shall be open to the public.

Journals

Minutes of all meetings shall be recorded in books which shall be designated as the Journal of the Port Authority. With respect to each meeting, there shall be shown the date and place, the

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members present, a summary of things done, and a record of each vote taken. Resolutions adopted may be set forth in full in the minutes or identified by appropriate reference.

A separate Journal designated as the Resolutions Journal shall be kept, which shall set forth the full text of each resolution adopted by the Board of Directors together with identification by appropriate numbering system, and a record of the date and of the vote upon its adoption.

All Journals shall be open to public inspection during normal business hours.

Conduct of Meetings

Until otherwise provided, meetings of the Board shall be conducted in accordance with Robert’s Rules of Order.

Meetings of the Board shall be conducted in accordance with the following procedures:

1. Vote:

A. Any member of the Board shall be permitted to change his vote until roll call has been verified and result declared. Motions for reconsideration on any vote may be made by any member who was in the majority on such vote. Such motion must be made not later than the next meeting, whether regular or special, following such vote.

2. Absent Member:

Any member who was unavoidably absent from a meeting may be permitted to have his vote recorded upon any question acted upon during his absence; provided that such vote shall not be counted, and such member shall not be entitled to move a reconsideration of the question to be voted upon.

B.

3. Division of Question:

If any question contains two or more divisible propositions, the presiding member ~~may~~, upon request of a member, shall, divide the question same

C.

4. Order of Business:

The business of regular meetings of the Board of Directors shall be transacted in the following order:

- a. Roll call
- b. Submission of minutes of preceding meetings
- c. Reports and communications from officers
- d. Other Reports and communications

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- e. Reports of standing committees
- ~~f.~~ Reports of special committees
- ~~g.~~ ~~Consideration of pending resolutions and motions~~
- ~~h-f.~~ ~~Introduction of new resolutions and motions~~
- ~~i-g.~~ Other business
- ~~j-h.~~ Public Comments
- ~~k.~~ Adjournment
- ~~—~~
- ~~i.~~ ~~—~~

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Acting Chair

In the absence of the Chair or Vice Chair, a quorum of the Board being present, the meeting shall be called to order by the Secretary ~~or an Assistant Secretary~~ for the sole purpose of entertaining a motion to nominate an Acting Chair. An Acting Chair shall then be selected by a majority vote of the members present.

Committees

Standing Committees

The Chairperson may appoint members of the Board to the following standing Committees and name of the members thereof:

- Contract Management
- Strategic Development Plan
- Public Affairs and Marketing Committee
- Financial Planning and Audit
- Bylaws and Personnel

Note: All members are welcome to attend any committee meeting. However, only designated committee members will have voting power.

Other Committees

In the absence of a chairperson, a quorum of any committee being present, a temporary chairperson shall be selected by a majority vote of the members present. Each committee may establish a procedure for calling and giving notice of committee meetings, the conduct of such meetings, the undertaking of committee activities, and the preparation of committee reports.

Committees

The Board of Directors may, from time to time, create committees or subcommittees, the members and chairs of which shall be appointed by the Chair, unless otherwise provided by the Board. The Chair in his/her discretion may appoint citizens with special expertise to serve as ex-officio members of one or more committees or sub-committees. The role of such ex-officio members, who shall serve at the pleasure of the chair, is restricted. Committees and sub-committees are creatures of the Board, vested only with such authority as is expressly conferred upon them by the Board. As such, committees or sub-committees can be created or eliminated by the Board at any time and from time to time.

Committee Meetings

Committees shall meet when requested to do so by the Chair of the Board of Directors, the Executive Director or his/her designee or the committee chair or vice chair. If any of the committees, in the absence of a chair or vice chair, a quorum of any committee being present, a temporary chair shall be selected by the members present.

Authority of Committees

Except as expressly provided in this section, committees shall not have decision making authority. Committees are intended to engage in an exchange of ideas during the fact finding or investigatory stage of problem analysis and as such but are empowered to engage in deliberations, review and comment upon items which result in 1) a resolution, rule, motion or decision of a substantive nature recommendation to the Board of Directors 2) guidance to the Executive Director on matters they have full power to act on. ~~The role of committees is to review and comment upon proposals which will ultimately be submitted to the Board of Directors for its deliberation, debate and action, or regarding matters upon which the Board has delegated to the Executive Director full power to act under or pursuant to these Rules and Regulations. Unless expressly authorized by the Board, committees are not empowered to and shall not, take any formal action on, or otherwise make decisions with respect to, staff proposals for Board action, proposed actions by the Executive Director or actions proposed by a board member. Committees are intended to engage in an exchange of ideas during the fact finding or investigatory stage of problem analysis but are empowered to engage in deliberations, which result in a resolution, rule, motion or decision of a substantive nature.~~

In exceptional circumstances the Board of Directors may delegate to a committee authority to make a decision on a particular matter. Such delegation can only occur if the Board has

defined a specific matter upon which it decides to delegate such authority and if the Board has, at a regular or special meeting of the Board, voted to ~~do so~~ delegate such decision making on that particular matter to a special committee. Any actions purported to be taken or decisions purported to be made by any committee or sub-committee in the absence of such express authorization by the Board shall be null and void. Committees or sub-committees shall be empowered to take a vote on, and register all votes for, recommending matters to the full Board.

Notwithstanding the committees or sub-committees vote on recommendation, any Board member shall have the right at a Board meeting to raise an issue for deliberation, debate and action by the Board. In those instances in which the Board has delegated to a committee or sub-committee decision making authority ex officio committee or sub-committee members shall have no voting privileges.

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Appropriations, Contracts, and Expenditures

No money shall be appropriated except by resolution. Except as otherwise specifically limited, the adoption of a resolution appropriating money shall be deemed to include authorization to make expenditures, enter into contracts, and to perform such other acts as are necessary and incidental thereto.

Contracts

The Executive Director or his/her designee shall be authorized to select the provider of goods, equipment, material and services and to contract for the purchase thereof in an amount up to ~~\$150,000.00~~ provided that monies thereof have been appropriated and remain unencumbered for the current fiscal year. ~~and that competitive proposals or bids are sought for projects that exceed \$100,000.00 and as required by Ohio law.~~

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Furthermore, the Executive Director and his/her designee shall adhere to the following standards in selecting such providers, which standards may be amended by the Board from time to time:

~~A. _____~~

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~~A. For projects where the payment amount is reasonably expected to be less than \$10,000.00, verbal quotes shall be sought.~~

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~~B. Any project that falls under this paragraph where the payment amount is reasonably expected to be \$10,000 or higher is subject to review and recommendation by the Contract Management Committee. Prior to such project being awarded and any~~

contract being executed, the proposed contract will be referred thereafter to the full Board for approval. Allowance may be made in limited situations whereby the review and approval process may be expedited as necessary and appropriate, which allowance shall be determined jointly by the Executive Director and the Board Chairman or Vice Chairman.

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C. For projects where the payment amount is greater than \$10,000.00, but does not exceed \$150,000.00, three (3) written quotes shall be sought. Written documentation shall be kept in the Port Authority's files regarding the scope of work (or description of the goods, equipment or materials requested) that was communicated to each provider and the results of the quotes received back from such providers. Email quote requests with the scope of work and emailed quotes received in return shall constitute a written quote.

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D. Competitive bids shall be sought for projects that exceed \$150,000.00, as required by Ohio law.

E. For ongoing projects whereby services are expected to be used on a periodic basis throughout the year such that the aggregate fees to be paid in a twelve (12) month period will exceed \$10,000.00, written quotes shall be obtained in accordance with the process set forth in paragraph B above.

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A. For projects where the payment amount is reasonably expected to be less than \$5,000.00, three (3) verbal quotes shall be sought. Written documentation shall be kept in the Port Authority's files regarding the scope of work (or description of the goods, equipment or materials requested) that was communicated to each provider and the results of the quotes (whether verbal or written) received back from such providers.

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B. For projects where the payment amount is greater than \$5,000.00, but does not exceed \$50,000.00, three (3) written quotes shall be sought. Written documentation shall be kept in the Port Authority's files regarding the scope of work (or description of the goods, equipment or materials requested) that was communicated to each provider and the results of the quotes received back from such providers. Email quote requests with the scope of work and emailed quotes received in return shall constitute a written quote. Furthermore, any project that falls under this paragraph B where the payment amount is reasonably expected to be \$10,000 or higher is subject to review and recommendation/approval by the Contract Management Committee prior to such project being awarded to a provider and any contract being executed. With respect to such projects the Port Authority must submit its recommendation and all supporting documentation to the Contract Management Committee for review and, if recommended by such committee, the proposed contract will be referred thereafter to the full Board for approval. Allowance may be made in limited situations whereby the review and approval process may be expedited as

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necessary and appropriate, which allowance shall be determined jointly by the Executive Director and the Board Chairman or Vice Chairman.

C. — Copies of all quote requests for projects reasonably expected to be greater than \$5,000.00 shall be provided to the current Chairperson of the Contract Management Committee. Emailed requests for quotes may be provided to the Chairperson by copying such individual on the email(s).

D. — For ongoing projects whereby services are expected to be used on a periodic basis throughout the year such that the aggregate fees to be paid in a twelve (12) month period will exceed \$5,000.00, written quotes shall be obtain in accordance with the process set forth in paragraph B above.

E. — The Port Authority staff shall prepare a monthly list of all contracts (regardless of dollar amounts) entered into by the Port Authority during the month since the prior Board of Directors meeting, and include such list in the Board's meeting packet. Additionally, the Port Authority staff shall prepare a list of projects (regardless of dollar amounts) that the staff anticipates contracting for in the coming 30, 60 and 90 days, and include such list in the Board's meeting packet.

F. — A calendar or schedule of annual contracts shall be prepared for the Board to review on an annual basis.

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Checks, Drafts, Electronic Transactions, etc.

Etc.

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Checks, drafts, notes, bonds and other instruments requiring the payment of sums of money of \$10,000.00 or more shall be executed by two of the following authorized signatories: the chairperson, ~~or vice chairperson, secretary, executive director or assistant director, and the secretary or an assistant secretary.~~ Any such instrument involving the payment of lesser sums may be executed by any one of such officers. Disbursements, transfers, and other instruments for the purpose of investing excess operating or capital funds are not considered payments of sums of money and may be executed by the secretary consistent with the investment policy of the Board of Directors.

Any transactions requiring electronic transfer of monies of the port authority or on deposit with the port authority in the amount of Ten Thousand dollars \$10,000 or more shall be

~~approved in writing by two of the following authorized signatories: the Executive Director, assistant director, Chairperson, or Vice Chairperson, and or the Secretary, or Assistant Secretary. Any such transaction for Less than \$10,000 shall be approved by any officer one authorized signatory.~~

The Board of Directors may at any time or from time to time designate one or more of its members or any other employee or officer to execute any such instrument for and on behalf of the LPA.

~~Facsimile~~ **Digital electronic** signatures are hereby authorized and permitted to be used to the extent permitted by law.

Releases

The Executive Director shall have the authority to settle, adjust and release any claim of the port authority against any person or corporation for damage to its properties where the amount received in settlement claim is within ninety-five percent (95%) of the original claim.

~~Electronic Transactions~~

~~Any transactions requiring electronic transfer of monies of the port authority or on deposit with the port authority in the amount of Ten Thousand dollars \$10,000 or more shall be approved in writing by the Executive Director, Chair or Vice Chair and the Secretary or Assistant Secretary. Any such transaction for Less than \$10,000 shall be approved by any officer.~~

~~Construction and Separability~~

~~Each Rule and Regulation herein set forth shall be construed, if possible, in a manner consistent with the laws of Ohio, if and to the extent that any Rule and Regulation shall be deemed in conflict with any such law, such Rule and Regulation shall be void, but each Rule and Regulation shall be deemed separable from every other Rule and regulation and its invalidity shall not affect any other Rule and Regulation.~~

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Staff

Administration

1. Executive Director

A. The Executive Director shall be the Administrative officer of the Port Authority. Subject to the provisions of the laws of Ohio, to these Rules and Regulations, and to the control and direction of the Board of Directors, he/she shall perform the duties assigned to him/her hereby and by the Board of Directors.

The Executive Director ~~will~~ may also be the Secretary ~~and Fiscal Officer~~ and in such event, shall perform all the functions and fulfill all the duties ~~of said offices as set forth in these Rules and Regulations or~~ as may be required by the Board of Directors. The secretary shall have the authority to delegate any and all of the duties or authorities listed to members of the LPA staff, or others as appropriate.

1. He/she shall attend all meetings of the Board of Directors and shall keep accurate records of the proceedings at such meetings, including agency journals, which shall be attested by him/her. He/she shall have such authority and perform such duties as are provided by law and such as may, at any time and from time to time, be delegated to him/her by the Board of Directors.
2. He/she shall cause to be kept accurate books of account of all transactions on behalf of the Lorain Port Authority.
3. He/she shall have the care and custody of the funds of the Lorain Port Authority and may on behalf of the Lorain Port Authority endorse for deposit or collection all drafts, checks, notes and other instruments and orders for the payment of money to the Lorain Port Authority or its order, and to sign receipts thereof.
4. He/she shall prepare and submit to the Board his/her proposals for the annual budget and appropriations; shall maintain operations and expenditures within the budget and appropriations; and shall establish budget procedures and maintain supervision over budget control.

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5. He/she shall be secretary to all committees, and when directed by the chairperson of any committee, shall cause minutes of each meeting to be kept.
6. The secretary shall be deemed to have discharged his/her responsibilities under these rules and regulations if he/she shall have caused the same to be discharged by an employee properly authorized or assigned to the secretary by the Board of Directors, except as to any duties which under the law can be discharged only by the secretary or fiscal officer of a port authority, pursuant to the applicable provisions of Chapter 4582 of the Revised Code of Ohio.

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~~B.~~

~~C.B.~~ The Executive Director shall report to the Board of Directors on all matters for which he/she has responsibility.

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~~D.C.~~ Without limitation of the foregoing powers and duties, the Executive Director shall:

1. Have supervisory control over all employees of the Port Authority, and, subject to approval by the Chair may employ or discharge employees. The Executive Director or Chair may seek comments from an appropriate committee upon such decisions of the Executive Director.
2. Develop the planning program of the Port Authority and in connection therewith submit preliminary plans and programs for the development of its Maritime Industry, Seaport and Economic Development Divisions and their activities, to the Board of Directors; provide the necessary background material, facts, statistics and records; and coordinate and supervise the work and recommendations of consultants employed by the Port Authority.
3. Develop a program for the promotion and public relations of the Port Authority. He/She shall submit promotional programs for the approval of the Board, and shall carry out the programs authorized by the Board of Directors or special committees thereof, including the preparation and presentation of necessary statistical studies, market analyses and other information. He/She shall be the primary liaison official between the Port Authority and public and industrial representatives, and shall provide proper representation at meetings for the promotion of the Port Authority.
4. Develop and carry out a program to promote and publicize the advantages of the Port of Lorain to railroads, shipping lines, exporters and importers, and other agencies using port facilities, both domestic and overseas. Plan a program to provide information on shipping rates to and from the Port of Lorain; arrange for proper representation of the Port of Lorain at all pertinent rate hearings; maintain schedules of ship movements, overseas rates, railroad and truck freight tariffs to and from the Port of Lorain; and provide such other rate and traffic services as are directed or approved by the Board of Directors.

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5. Develop and carryout a program to promote and publicize the facilities and services of the Port Authority aviation facilities to commercial travelers, air cargo shippers, and the general public. Arrange for proper representation of the Port Authority at pertinent proceedings and hearings before the all appropriate Federal, State and other agencies.
6. Develop and carry out a program to promote and publicize the economic development programs and services provided by the Port Authority or otherwise available to businesses located in, moving to or considering locating in the City of Lorain, the County of Lorain and the areas within the jurisdiction of the Port Authority; arrange for proper representation of the Port Authority at all pertinent proceedings before all appropriate agencies, Federal, State and other relating to such programs and services; and coordinate the economic development programs and services provided by the Port Authority with the City of Lorain, the County of Lorain, the State of Ohio, the Federal Government and other public bodies and the private sector including, without limitation, the Chamber of Commerce, relevant utilities, and banks, and other area businesses including for-profit and not-for-profit.
7. Maintain a ~~hasen~~liaison with officials and employees of the City of Lorain, the County of Lorain, the State of Ohio, and the Federal Government, and other officials whose functions and capacities are related to the operations of the Port Authority; coordinate the programs of the Port Authority with the programs of other public commissions, authorities and public bodies and of the private sector, seek, obtain and supervise the administration of grants, loans and other financial assistance from federal, State and local sources to enhance Port Authority programs, facilities and services; maintain a working relationship with the U.S. Army Corps of Engineers, the Federal Aviation Administration, the Ohio Department of Development and Transportation, the Small Business Administration, USEDA, the Chamber of Commerce, and other agencies and organizations that may be deemed appropriate.
- ~~1.~~ Purchase, keep in effect, and supervise such insurance as may be necessary or proper, and process and adjust any insurance claims.
- ~~8.~~
- ~~2.~~ ~~Supervise~~Supervise the administration of all departments or divisions of the Port Authority and all other administrative officers, together with the Secretary, develop and maintain all Port Authority budgets and financial plans and supervise investment programs and, subject to the approval of the Board of Directors, all matters pertaining to the fixing of a tax rate, the appropriation of money, the issuance of bonds, the allocation of moneys among the funds maintained by the Port Authority and the creation of any liabilities on the part of the Port Authority for the payment of money.

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9.

Personnel Issue Policy

Require that if a Board Member has an issue regarding Agency personnel that the issue be presented in written form to the Executive Director for review and consideration.

Salary – ~~Executive Director~~

A salary increase for the Executive Director must be recommended by the Bylaws and Personnel Committee to the Board of Directors. Recommendations for a salary increase must be submitted to the Board before the first meeting in January.

The Executive Director has the authority to recommend an increase in salary for the staff if funds are available in the budget with approval from the Board of Directors.

Departments

The Board of Directors may establish, for the convenience of operation of the Port Authority, such departments and staff positions as it may from time to time deem necessary, all of which departments and staff positions shall, subject to appropriation therefore by the Board of Directors, be under the supervision and direction of the Executive Director and shall be staffed as he/she may determine, with the approval of the Chair.

Equal Opportunity

It is the policy of the Port Authority to recruit, hire, train and promote persons in all job titles on the basis of individual merit and ability without regard to race, color, religion, sex, national origin, sexual orientation, age, disability, status as a Veteran, disabled Veteran or Veteran of the Vietnam era.

Amendment

These Rules and Regulations may at any time and from time to time be amended or supplemented by majority vote of the Board of Directors. Any formal action taken by the

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Board of Directors that may be inconsistent with these Rules and Regulations shall be deemed permitted hereby, so long as such action is taken in accordance herewith and with the laws of Ohio and is otherwise consistent with applicable law.

Miscellaneous Construction and Separability

Each Rule and Regulation herein set forth shall be construed, if possible, in a manner consistent with the laws of Ohio, if and to the extent that any Rule and Regulation shall be deemed in conflict with any such law, such Rule and Regulation shall be void, but each Rule and Regulation shall be deemed separable from every other Rule and regulation and its invalidity shall not affect any other Rule and Regulation.

~~Each rule herein set forth shall be construed, if possible, in a manner consistent with the laws of Ohio. To the extent that any rule shall be deemed in conflict with the law, such rule shall be void with the other rules remaining in effect. The Board of Directors may amend these By-Laws by majority of the Board. Any formal action taken by the Board that maybe inconsistent with the By-Laws shall be deemed permitted hereby, so long as such action is taken in accordance with the laws of Ohio and is otherwise consistent with applicable law.~~

Construction and Separability

~~Each Rule and Regulation herein set forth shall be construed, if possible, in a manner consistent with the laws of Ohio, if and to the extent that any Rule and Regulation shall be deemed in conflict with any such law, such Rule and Regulation shall be void, but each Rule and Regulation shall be deemed separable from every other Rule and regulation and its invalidity shall not affect any other Rule and Regulation.~~

Drone Policy Memo

Concern: Drones flying over our sites without our knowledge or permission, especially during events.

Research

We're very limited to what we can do in regards to a drone policy. Anything involving airspace falls under the jurisdiction of the FAA only. We can put up signs telling people they can't take off or land on the property, but that's it. They can just walk across the street and launch from there and do what they want. If they are breaking FAA rules, such as flying directly over the crowd at an event, someone would have to find the pilot, get their information, and then submit a complaint to the FAA via their online form. But even then, they could just keep flying. Unless an FAA officer is there in person, no one can physically stop them from flying around the property.

We could go through a process to file an "airspace block" with the FAA for your events, similar to what the City of Cleveland would have for a major sporting event. That would be a huge process to go through.

The only exception where a local Police or government entity can step in is the following:

1. Using drones for voyeurism (peeking through the windows of someone's house for example)
2. Using drones for hunting or fishing, or to interfere with or harass an individual who is hunting or fishing.
3. Attaching firearms or similar weapons to drones.

The FAA also has a specific section that states things that local governments CAN'T do, which are:

1. Restrictions on drone flight altitude or flight paths.
2. Regulations banning the use of drones, such as within city limits, within the airspace of the city, or within certain distances of landmarks.
3. Mandates requiring certain equipment or training for drone operation.
4. Pass State or local drone registration laws.

Drone laws are always changing, and it gets complicated quickly because of it.

Recommendations

1. Add a policy to our policy manual that outlines that no one may take off or land on port property, unless expressly given written permission by the executive director. Written permission will only be granted after a form is filled out outlining personal information of the pilot, dates and locations to be flown. Anyone without written permission will be asked to leave the premises. Post signage as such.

Shortfalls: This will not actually solve the problem of drone flying over our sites without our permission.

2. Hire an attorney to research the feasibility of an airspace block, and process one for all events, at all times, etc.

Shortfall: Maybe not even feasible, expensive, time consuming, we may limit our ability to hiring someone to drone these events ultimately losing out on good marketing content.

3. Do nothing. Continue to monitor the situation.