



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

DATE: May 7, 2021
TO: Board of Directors
FROM: Brad Mullins, Chairman, Board of Directors
SUBJECT: Meeting Notice

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

Tuesday, May 11, 2021

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

cc: Mayor/Administration
City Council
Media

Lorain Port and Finance Authority

Board of Directors Regular Meeting
Tuesday, May 11, 2021, at 7:00 p.m.
Port Offices

AGENDA

- I. Roll Call
- II. Pledge of Allegiance
- III. Disposition of Meeting Minutes
 - A. March 9, 2021, Regular Board Meeting
- IV. Report of Officers
 - A. Chairman
 - 1. Correspondence received:
 - a. Great Lakes Seaway 2020 Season “Pacesetter Award”
 - B. Executive Director
 - 1. Commendation for Steve Bansek: Resolution No. 2021-__
Staff Presenter: Tom Brown, Executive Director
 - 2. Controlled Burn
Staff Presenter: Tom Brown, Executive Director
 - 3. Memorandum of Understanding with the Lorain County Sheriff’s Office
Staff Presenter: Tom Brown, Executive Director
 - 4. US Army Corps of Engineers Moorage Agreement
Staff Presenter: Tom Brown, Executive Director
 - C. Assistant Director
 - 1. 2021 Leadership Lorain County Intern: Resolution No. 2021-__
Staff Presenter: Tiffany McClelland, Assistant Director
- V. Report of Committees
 - A. Contract Management Committee
 - 1. 2021-2023 Insurance Proposal: Resolution No. 2021-__
Staff Presenter: Tom Brown, Executive Director
 - 2. 2021 Marine Patrol Grant Agreement: Resolution No. 2021-__
Staff Presenter: Yvonne Smith, Accountant

- B. Strategic Development Plan Committee
- C. Marketing and Public Affairs Committee
- D. Grounds Maintenance and Capital Improvements Committee
- E. Financial Planning and Audit Committee
 - 1. April 2021 Financial Statement: Motion to approve
Staff Presenter: Yvonne Smith, Accountant
 - 2. Advancement of Funds for Marine Patrol Grant: Resolution No. 2021-__
Staff Presenter: Yvonne Smith, Accountant
- F. Bylaws & Personnel Committee
 - 1. Personnel Policy Update
Staff Presenter: Yvonne Smith, Accountant
- VI. Other Business
- VII. Public Comment
- VIII. Adjournment

**Lorain Port and Finance Authority
Board of Directors
Regular Meeting
Port Office & Zoom Online
Tuesday, March 9, 2021, at 7:00 p.m.**

Board of Directors: Messrs. Bansek, Kuszniir, Mullins, Nielsen, Scott, Sommers (Zoom), Veard (Zoom) and Zgonc (8; Mr. Zellers was absent.)

Staff: Tom Brown, Executive Director
Tiffany McClelland, Assistant Director
Yvonne Smith, Accountant
Kelsey Leyva-Smith, Office Manager
Michael Brosky, Esq., Attorney (Zoom)

Guests: JoAnn Moon, Lorain Councilwoman (7:10 p.m.)

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. December 8, 2020, Regular Board Meeting: Mr. Nielsen moved to approve the meeting minutes. Second by Mr. Kuszniir. Motion carried.

B. January 12, 2021, Regular Board Meeting: Mrs. Leyva-Smith said she corrected a minor typo prior to tonight's meeting. Mr. Zgonc moved to accept the minutes as amended. Second by Mr. Bansek. Motion carried.

C. January 25, 2021, Special Board Meeting: Mrs. Leyva-Smith said a minor typo was also corrected in this set of meeting minutes. Mr. Nielsen moved to approve the minutes as amended. Second by Mr. Zgonc. Motion carried.

IV. Report of Officers

A. Chairman

1. Correspondence received:

a. Mr. Brown said he received a call today from the county. We cooperated with them to apply for the Volkswagen Diesel Grant electric charging stations, and we agreed to sponsor two parking spots somewhere at Black

River Landing. The charging stations will either be near next to the dumpster between the office and Train Station, or on the other side of the pavilions toward the south end. The county was checking in to confirm we're still committed to exploring that. Mr. Brown said there is likely going to be some financial shortfall with the grant. The original application said it would be nonmatching, so 100 percent grant funded. The grant administrators are casting a net across Ohio to see which entities aren't accepting the grant to possibly redistribute those funds, so it could potentially be 100 percent funded. Mr. Brown said he told the county we were supportive of their project but wanted to know how we would reclaim our investment before coming to the board with a monetary request. The county was very understanding. Mr. Brown said he will keep board updated.

B. Executive Director

1. Roberto Davila Commendation: Mr. Brown said we prepared a commendation for Mr. Davila. He served two terms on the board of directors. We want to print and frame a copy for Mr. Davila. Mr. Brown said we try to make it personal for each member.

Mr. Mullins presented:

A RESOLUTION COMMENDING ROBERTO DAVILA FOR HIS OUTSTANDING SERVICE, DEDICATION AND COMMITMENT TO THE LORAIN PORT AUTHORITY.

Mr. Nielsen moved to approve Resolution 2021-05. Second by Mr. Kuszniir. Roll call vote as follows:

Ayes: 8 Nays: 0 Abstain: 0 Resolution Passed

2. Add Assistant Director to Port's Checking Account: Mr. Brown said now that Ms. McClelland is the assistant director, he thinks adding her to the checking account goes hand-in-hand with her responsibilities. There are times when Mrs. Smith needs a signature when Mr. Brown is out of town. We will file all the appropriate paperwork with the bank. Mr. Bansek moved to add the

- assistant director to the Port Authority's checking account. Second by Mr. Nielsen. Motion carried.
3. Dredging in Fall 2021: Mr. Brown said he was contacted by the US Army Corps of Engineers and he met them on-site yesterday morning. They will be dredging from Henderson Bridge north this fall and probably next year as well. The USACE is slated to remove about 75,000 cubic yards of dredge out of the harbor this year. That dredge will go in the Confined Disposal Facility next to the marina/Mile-Long Pier. We are not to capacity yet. If you take two steps back, we're still working with Hull Environmental on phragmite project. A controlled burn is being coordinated to remove the phragmite. In the next 2-3 weeks we'll do a joint press release to announce the removal of all the small trees along the berm. Anything touching the berm and extending out 20 feet will be removed down to the ground. They'll then bring in large machines towards the fall to repair the berm. The dredge from the next two seasons will then be added to it, so the CDF will look remarkably different. Mr. Brown said we want to get ahead of it with the birding community to avoid any angry phone calls. It's the USACE's construction site, so we're just coordinating. We have great dialogue and USACE has approved everything we wanted. Mr. Brown said he mentioned Oasis Marinas' concept for the CDF, and USACE has concepts for the site as well. USACE seemed open to conversations regarding the use of the space.
 4. Lorain County Chamber of Commerce Event: Mr. Brown said everyone loves our site and the Lorain County Chamber wanted to get creative and find a way to bring people together for the first time in over a year. They asked us to cosponsor the event and we thought it was a great idea. The event is March 25, 2021. Reach out to Mrs. Leyva-Smith if interested in attending. There will be a couple of fire rings in case it's cold but we're hoping for good weather.
 5. Journal Jog: Mr. Brown said we've been a cosponsor of The Journal Jog since the beginning. It's an easy event for us to coordinate. They borrow the building for a couple of hours to register the runners and walkers. Mr. Brown is asking for a simple motion of support to sponsor the race. There is no cost

commitment involved. All proceeds benefit the Mary Lee Tucker Clothe a Child Program. Mr. Nielsen moved to sponsor The Journal Jog. Second by Mr. Scott. Motion carried.

V. Report of Committees

A. Contract Management Committee

1. Utility Rates: Mrs. Smith said she spoke with Mr. Zellers. She sent him documents for gas and electric rates and went over the information with him.
 - a. Gas Rate: Mrs. Smith said we checked with various companies and shopped the different rates. The gas rate at Black River Landing expires this month. Our current rate is 3.689. From Energy Choice Ohio, Shipley Energy offers a rate of 3.35. The new rate would begin immediately and last for 12 months. Mrs. Smith requested a motion of support to move forward with Shipley and the new rate. She said she called to confirm the new rate prior to tonight's meeting. Mr. Mullins moved to approve the new gas rate with Shipley. Second by Mr. Zgonc. Motion carried.
 - b. Electric Rate: Mrs. Smith said she also compared various companies for the electric rate. The best rate is from Ohio Edison Brown Energy at a rate of .04570. Currently or electricity rate is .0555, so this would also be a reduction. This rate would not begin until April 1, 2022. Mrs. Smith said she felt it was a little early to shop for new electric rates, but our current supplier asked that we shop it out. Mr. Mullins asked if there was any indication, we should lock in the rate so early? Mrs. Smith said the future looks like it will go up. The new electricity rate would be good for 24 or 36 months. The board believes it is too soon to lock in a new rate. Mrs. Smith said there is no rush on this. The topic was tabled for now.
2. 2021 Shuttle Boat Captain Agreement: Mrs. Leyva-Smith said this is the same agreement we passed last year. The captain pay rate is \$25 per hour. She said she's planning a Captain Training Session to go over all of the details of our shuttle boat operation, and to sign paperwork. We have two new captains looking to join us this season. That will hopefully bring our captain count up to six. Lighthouse Tours for this season are already scheduled.

Mr. Mullins presented:

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH SHIP CAPTAINS RELATIVE TO THE OPERATION OF THE SHUTTLE BOAT VESSELS IN 2021.

Mr. Zgonc moved to approve Resolution 2021-06. Second by Mr. Nielsen. Roll call vote as follows:

Ayes: 8 Nays: 0 Abstain: 0 Resolution Passed

3. LoCo 'Yaks Sublease Agreement: Mr. Brown said we talked about this last month. The board gave Mr. Brown the authority to negotiate a new rate. For the last four years the LoCo 'Yaks paid us a dollar a year, which was our way to foster the business. Mr. Brown said he negotiated and thinks the new rate still aims to foster the business and is much lower than the property's actual value. He recommended a 1-year sublease for 2021, and then we keep a pulse, see how it goes, and make a decision at the end of the season about renegotiating or going out for proposals. Potential rates proposed at last month's meeting ranged from about \$80 a month up to \$1,500. Mr. Brown spoke to board members, went back and forth with LoCo 'Yaks, and came up with a flat rate of \$50 per month for 9 months, September-May. That means we're guaranteed to receive \$450. In June, July and August, they will give us \$1 per kayak rental fee. In less than three months last year at the Black River Wharf, they made more than \$1,000. With them having set business hours in a solid 3-month period, they anticipate it could be up to \$2,000. Basically, our rate for the building would be anywhere from \$1,450 to \$2,450 for the year. Mr. Brown said we are trying to foster a business, but after 5 years we may need to renegotiate or go out for proposals. Mr. Mullins confirmed this sublease agreement would conclude at the end of 2021. Mr. Brown said yes. He will consult with Mr. Brosky to ensure the language is adequate. Mr. Zgonc asked if the storage container issue was resolved with the city? Mr. Brown said he believed so. The building commissioner called and asked what

the board thought and approved. Mr. Brown said he told the commissioner we wanted the container painted, leveled and to be behind the building.

Mr. Mullins presented:

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO A SUBLEASE AGREEMENT WITH THE LOCO 'YAKS, a 501 (c) (3) NON-PROFIT ORGANIZATION, FOR THE RIVERSIDE MARINA BUILDING AND RELATED SITE.

Mr. Nielsen moved to approve Resolution No. 2021-07. Second by Mr. Zgonc. Roll call vote as follows:

Ayes: 8 Nays: 0 Abstain: 0 Resolution Passed

B. Strategic Development Plan Committee

1. Mr. Kuszniir said there was a joint committee with the Marketing & Public Affairs Committee to talk about stage top and finding a permanent solution. The committee would like to see to have a subcommittee review the proposals and meet with the companies. Additionally, the committee wants to involve an expert at some point to help with technical matters related to the stage. Board members interested in being on the subcommittee should reach out to Mr. Brown or Mr. Mullins. Mr. Mullins said MBI is a local company that may be willing to give expert insight. He asked if there would be a large screen included? Mr. Bansek said that will be on the wish list. He wants to start by creating that and making sure everyone is on the same page as far as the big picture or end goal. Mr. Brown said he'll send out an email requesting volunteers and those interested can reply.

C. Marketing and Public Affairs Committee

1. Mr. Bansek said he will have a report in April about the marketing portion of the future stage.

D. Grounds Maintenance and Capital Improvements Committee

1. Mr. Nielsen said he had no report at this time.
2. Mr. Brown said we received first two swings. He has a purchase order in place to get them installed. Once we do that, we can establish a price point

and coordinate a marketing and sponsorship campaign. We've had some painting done in the office during the colder months. Probably, as the weather clears, we'll work to do exterior work on the Train Station. Mr. Brown said he is also looking at doing one of the parking lots, too. Mr. Mullins asked if that was included in the budget? Mr. Brown said yes.

E. Financial Planning and Audit Committee

1. February 2021 Financial Statement: Mr. Kuszniir said he met with Mrs. Smith to review the financials, receipts, outstanding payments and bank account figures. He said everything looks good and recommended board approval. Mr. Kuszniir moved to approve the February 2021 Financial Statement. Second by Mr. Nielsen. Motion carried.

F. Bylaws and Personnel Committee

1. Mr. Sommers said he had no report.

VI. Other Business

- A.** Mr. Kuszniir said the city also applied for the charging station grant. They received funding for four stations to be placed in the parking lot where Seventh Street dead ends into Broadway Avenue. He explained there were about \$5.7 million in grant requests and they had \$3.5-4 million to allocate, so they spread it out as best they could. Mr. Brown recommended the county and city having a conversation since the city's location for the charging stations is so close to Black River Landing. He said the charging stations at BRL would be by the dumpster on the north side of the Train Station and along the pavilions before the Rick Novak Way roundabout. Mr. Kuszniir said he will update Lorain's Safety/Service director Mr. Sanford Washington.
- B.** Mr. Brown said he and Ms. McClelland met with the new director of the Lorain County Port Authority, Mr. Jim Miller. They had a great meeting with a spirit of cooperation. He was open to phone calls, land bank and anything the Port needs. It was a great start.
- C.** Mr. Brown said the live stream on our lobby TV is from Erie Shore Rentals and Detailing at Oasis Marina. They have a 4k camera on YouTube 24/7 that shows the harbor, and they can show the Independence Day Fireworks for us. Mr.

Brown wants to look into potentially adding additional cameras and setting up a joint YouTube channel.

VII. Public Comment

- A.** Lorain Councilwoman JoAnn Moon thanked the board. She said people are really excited about the concerts coming back and encouraged the Port to keep up the good work. Mr. Mullins thanked Councilwoman Moon for her support.
- B.** Mr. Mullins also thanked the staff for helping get the Cold Storage Facility project across the finish line. He thinks 2021 will be a good year.

VIII. Executive Session: Property Disposition

- A.** Mr. Bansek moved to enter executive session. Second by Mr. Scott. Roll call vote as follows:

Ayes: 8 Nays: 0 Abstain: 0 Motion Carried

Mr. Bansek moved to exit executive session. Second by Mr. Zgonc. Motion carried.

- B.** Upon exiting executive session, Mr. Bansek moved to work with legal counsel to create a process to sell the lot on Lakeside Avenue. Second by Mr. Nielsen. Motion carried. Mr. Bansek asked what's left as far as properties to sell? Mr. Brown said everything else we want to keep.

IX. Adjournment

- A.** There being no further business to come before the board, Mr. Bansek moved to adjourn. Mr. Nielsen seconded. Meeting adjourned at 7:46 p.m.

Brad Mullins, Chairman

Tom Brown, Executive Director



**U.S. Department
of Transportation**

55 M Street, S.E., Suite 930
Washington, D.C. 20003
(202) 366-0091

**Great Lakes
St. Lawrence Seaway
Development Corporation**

May 6, 2021

Mr. Thomas Brown
Executive Director
Lorain Port and Finance Authority
319 Black River Lane
Lorain, OH 44052

Dear Mr. Brown:

Congratulations to you and your team for earning the GLS's prestigious Robert J. Lewis Pacesetter Award for the 2020 navigation season. I had hoped to be able to present the award in person, however, the ongoing COVID-19 pandemic prevents me from doing so.

This marks the 3rd time the Lorain Port and Finance Authority has earned the Pacesetter Award, which is presented to U.S. Great Lakes ports that have increased their international cargo tonnage over the previous year. The port's nearly 54 percent increase in international tonnage over the 2019 shipping season is to be commended. This is a significant achievement!

I want to applaud you for your leadership and your commitment to keeping the port thriving. Earning the Pacesetter Award is a reflection of the hard work, dedication, and vision of the committed professionals at the port and your faithful customers.

Again, congratulations to you and the entire team at the port for your strong performance.

Sincerely,

A handwritten signature in black ink, appearing to read "C. H. Middlebrook".

Craig H. Middlebrook
Deputy Administrator



U.S. Department of Transportation
Office of Public Affairs
1200 New Jersey Avenue, SE
Washington, DC 20590
www.transportation.gov/newsroom

News

GLS 02-21
Thursday, May 6, 2021
Contact: Nancy.Alcalde@dot.gov
Tel.: (202) 366-6114

GREAT LAKES SEAWAY ANNOUNCES PORT WINNERS OF 2020 SEASON “PACESETTER AWARD”

WASHINGTON – Today, the U.S. Great Lakes St. Lawrence Seaway Development Corporation (GLS) announced that eight U.S. ports in the Great Lakes St. Lawrence Seaway System received the Robert J. Lewis Pacesetter Award from GLS for registering increases in international cargo tonnage shipped through their ports during the 2020 navigation season.

“Great Lakes ports and the St. Lawrence Seaway showcase the critical role that ports play in the global supply chain while providing jobs and economic growth here at home,” said U.S. Transportation Secretary Pete Buttigieg. “That is why we must continue to invest in America’s ports. Through the American Jobs Plan, President Biden is calling for a \$17 billion investment to improve our nation’s ports and waterways.”

The eight ports earning the Robert J. Lewis Pacesetter Award for 2020 are: the Port of Buffalo (N.Y.), the Port of Indiana-Burns Harbor (Ind.), the Conneaut Port Authority (Ohio), the Lorain Port and Finance Authority (Ohio), Port Milwaukee (Wis.), the Port of Monroe (Mich.), the Ogdensburg Bridge and Port Authority (N.Y.), and the Toledo-Lucas County Port Authority (Ohio).

“Congratulations to the eight Great Lakes ports being recognized as Pacesetter Award recipients for their achievements during the 2020 Seaway navigation season,” said GLS Deputy Administrator Craig H. Middlebrook. “The sustained level of high performance is a testament to the hard work of the dedicated men and women throughout our Great Lakes port community.”

The Robert J. Lewis Pacesetter Award was established in 1992 to recognize the achievements of U.S. ports whose activities resulted in increasing international tonnage shipped through the St. Lawrence Seaway, excluding Canada, in comparison to the previous year.

More than 237,000 jobs and \$35 billion in economic activity are supported annually by movement of various cargoes on the Great Lakes St. Lawrence Seaway System.

###

received 14
5-7-21



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, DETROIT DISTRICT
477 MICHIGAN AVENUE
DETROIT MI 48226-2550

April 21, 2021

REPLY TO
ATTENTION OF:

Real Estate Office

Tom Brown
Executive Director
Lorain Port Authority
319 Black River Lane
Lorain, OH 44052

Dear Mr. Brown:

Please reference Department of the Army License No. W911XK-3-13-1004, which authorized use of the U.S. Government Moorage Basin for the moorage, ingress, and egress of passenger vessels (i.e. the "Jet Express") at the Cleveland Harbor Engineer Wharf (a.k.a. the USACE "Ohio Area Office"), Ohio.

To renew the license accordingly, we have enclosed four copies of Supplemental Agreement No. 2 to Department of the Army License No. W911XK-3-13-1004 and a Certificate of Authority. Please sign and return three (3) copies of the supplemental agreement, and complete and return the Certificate of Authority. Please do not date page one of the supplemental agreement because the Corps will date the agreement upon countersignature. The fourth copy of the supplemental agreement is for your records until a fully executed copy is returned to you.

In compliance with Condition 17d, please provide this office with an updated Certificate of Liability Insurance or statement of self insurance. License No. W911XK-3-13-1004 must appear on all insurance documents submitted annually.

By authority of the Defense Authorization Act of 1998, Section 2813(a), the United States is required to charge a fee to cover the administrative expenses associated with the processing of a license renewal. In accordance with Condition No. 2b., the required administrative fee for the processing of this license renewal is four hundred fifty and no/100 dollars (\$450.00), and is to be paid in full, by check, in advance, "W911XK-3-13-1004" printed on the check documentation. The payment must be enclosed with the signed supplemental agreement, made payable to the order of "FAO, USAED, Detroit".

If you have any questions or concerns, please contact me by e-mail at Alexander.T.Do@usace.army.mil or by phone at (313) 226-2243.

Sincerely,

A handwritten signature in black ink, appearing to read "Alexander T. Do". The signature is fluid and cursive, with a prominent initial "A" and a long horizontal stroke at the end.

Alexander T. Do
Realty Specialist, Real Estate Office
Buffalo, Chicago, and Detroit Districts

Enclosures

Supplemental Agreement No. 2
 License No. W911XK-3-13-1004
 Cleveland Harbor Engineer Wharf – Ohio Area Office, OH
 Lorain Port Authority – Vessel Moorage (Jet Express)

NOTE: THE CERTIFICATE OF AUTHORITY must be executed by an individual other than by the person who signed the agreement. The individual must certify that the official who signed the agreement was authorized to act in that capacity.

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the
(someone other than the person signing the agreement)

_____ for the
(my position of responsibility within the organization)

Lorain Port Authority (Grantee) and that

_____, who signed the agreement

on behalf of the Grantee was at the time of signature

its _____, and that person
(position held)

who executed the agreement on behalf of the Grantee acted

within his/her statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification

this _____ day of _____, _____.

(Signature)

Supplemental Agreement No. 2
 Real Estate License No. W911XK-3-13-1004
 Cleveland Harbor Engineer Wharf – Ohio Area Office, OH
 Lorain Port Authority – Vessel Moorage (Jet Express)

**DEPARTMENT OF THE ARMY
 BUFFALO DISTRICT, CORPS OF ENGINEERS
 SUPPLEMENTAL AGREEMENT NO. 2
 TO DEPARTMENT OF THE ARMY
 LICENSE NO. W911XK-3-13-1004**

THIS SUPPLEMENTAL AGREEMENT entered into this _____ day of _____, _____, by and between the **LORAIN PORT AUTHORITY** hereinafter called the Grantee, and the **UNITED STATES OF AMERICA**, hereinafter called the Government.

WITNESSETH:

WHEREAS, the parties hereto entered into Department of the Army License No. W911XK-3-13-1004, executed on 19 April 2013, which authorized use of the U.S. Government Moorage Basin for the moorage, ingress, and egress of passenger vessels (i.e. the “Jet Express”) at the Cleveland Harbor Engineer Wharf (a.k.a. the USACE “Ohio Area Office”), Ohio, as more accurately described in the original license; and,

WHEREAS, Supplemental Agreement No. 1 executed on 13 June 2014, modified certain terms and conditions of the license; and,

WHEREAS, the license expired on its own terms on 14 April 2019; and,

WHEREAS, the Grantee has requested an extension of the license beyond its expiration date; and,

WHEREAS, the Government has no objection to the requested extension.

NOW, THEREFORE, effective on 15 April 2019, the license is modified in the following particulars, but in no others:

All references to “Real Estate Division” are **REPLACED** with “Real Estate Office”.

Exhibit “B” is **ADDED** hereto and made part of the license.

Condition No. 1 (“Term”) is modified by **DELETING** therefrom, “for a term of five (5) years beginning on 15 April 2014 and ending on 14 April 2019,” and **SUBSTITUTING** in lieu thereof, “for a five (5) year term beginning on 15 April 2019 and ending on 14 April 2024.”

Condition No. 17b (“Special Provisions”) is modified by **REPLACING** in its entirety, hereto and made part of the license:

“**17b.** The mooring schedule and/or any other activities on the premises related to the aforementioned authorized uses and improvements specified in this real estate outgrant agreement, including any detailed construction plans and specifications, must be coordinated with and approved by the current Operations Manager of the Ohio Area Office, Mr. Greg Krzys. He can be contacted by email at Gregory.A.Krzys@usace.army.mil or by phone at (216) 685-1203. This review is required to ensure that the Grantee’s activities and use of the site is consistent with the purpose and integrity of the Cleveland Harbor Engineer Wharf, Ohio and is not intended as a detailed engineering review. The Federal Government assumes no responsibility or liability for the technical sufficiency of the Grantee’s plans or construction.”

Condition No. 17d(5) (“Insurance”) is **ADDED** hereto and made part of the license:

17d(5) License No. W911XK-3-13-1004 must appear on all insurance related documents submitted annually.”

Condition No. 17f (“Special Provisions”) is **ADDED** hereto and made part of the license:

17f. The Grantee is required to register, while remaining up to date and valid, in the System Award Management (SAM) database to perform financial transactions with the U.S. Government. SAM registration should occur prior to the submittal of this agreement, and prior to the submittal of any applicable administrative fees and/or payments being made. The SAM database is an official Federal government website administered by the U.S. General Services Administration. There is no cost to use the SAM database. If you have any general questions about the SAM database, please contact Ms. Tarsus Moore with the U.S. Army Corps of Engineers, Detroit District, Resource Management Office, by e-mail at Tarsus.B.Moore@usace.army.mil or by phone at (313) 226-6832. The SAM database can be found at the following website address: <https://www.sam.gov>”.

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of the license remain in full force and effect.

Supplemental Agreement No. 2
Real Estate License No. W911XK-3-13-1004
Cleveland Harbor Engineer Wharf – Ohio Area Office, OH
Lorain Port Authority – Vessel Moorage (Jet Express)

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 on the date first above written.

LORAIN PORT AUTHORITY

_____ (signature)

_____ (printed name)

_____ (title)

_____ (date)

**BY AUTHORITY OF THE
UNITED STATES OF AMERICA**

Michael B. Rohde
Acting Chief, Real Estate Office
Real Estate Contracting Officer

Lorain Port Authority Cleveland Wharf License Standard Conditions
Submitted by the Buffalo District Operations and Technical Support Section

1. The requester understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said work will cause unreasonable conditions and/or obstruction of USACE project authorized design, the requester will be required upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim can be made against the United States on account of any such removal or alteration.
2. The United States will in no case be liable for:
 - a. any damage or injury to the structures or work authorized by this permission that may be caused or result from future operations undertaken by the United States, and no claim or right to compensation will accrue from any damage; or
 - b. damage claims associated with any future modification, suspension, or revocation of this permission.
3. The determination that the activity authorized by this permission would not impair the usefulness of the federal project and would not be injurious to the public interest was made in reliance on the information you provided.
4. This office, at its sole discretion, may reevaluate its decision to issue this permission at any time circumstances warrant, which may result in a determination that it is appropriate or necessary to modify or revoke this permission. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - c. you fail to comply with the terms and conditions of this permission;
 - d. the information provided in support of your application for permission proves to have been inaccurate or incomplete; or
 - e. significant new information surfaces which this office did not consider in reaching the original decision that the activity would not impair the usefulness of the water resources development project and would not be injurious to the public interest.
5. In the event of any deficiency in the design or construction of the requested activity, you are solely responsible for taking remedial action to correct the deficiency.

Exhibit “B”
(Sheet 1 of 2)

Supplemental Agreement No. 2
Real Estate License No. W911XK-3-13-1004
Cleveland Harbor Engineer Wharf – Ohio Area Office, OH
Lorain Port Authority – Vessel Moorage (Jet Express)

Lorain Port Authority Cleveland Wharf License Standard Conditions
Submitted by the Buffalo District Operations and Technical Support Section

6. The right is reserved to the USACE to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to operate and/or to make any other use of the lands as may be necessary in connection with government purposes, and you will have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.
7. USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work.

Exhibit “B”
(Sheet 2 of 2)

Supplemental Agreement No. 2
 Real Estate License No. W911XK-3-13-1004
 Cleveland Harbor Engineer Wharf – Ohio Area Office, OH
 Lorain Port Authority – Vessel Moorage (Jet Express)

**DEPARTMENT OF THE ARMY
 BUFFALO DISTRICT, CORPS OF ENGINEERS
 SUPPLEMENTAL AGREEMENT NO. 2
 TO DEPARTMENT OF THE ARMY
 LICENSE NO. W911XK-3-13-1004**

THIS SUPPLEMENTAL AGREEMENT entered into this _____ day of _____, _____, by and between the **LORAIN PORT AUTHORITY** hereinafter called the Grantee, and the **UNITED STATES OF AMERICA**, hereinafter called the Government.

WITNESSETH:

WHEREAS, the parties hereto entered into Department of the Army License No. W911XK-3-13-1004, executed on 19 April 2013, which authorized use of the U.S. Government Moorage Basin for the moorage, ingress, and egress of passenger vessels (i.e. the “Jet Express”) at the Cleveland Harbor Engineer Wharf (a.k.a. the USACE “Ohio Area Office”), Ohio, as more accurately described in the original license; and,

WHEREAS, Supplemental Agreement No. 1 executed on 13 June 2014, modified certain terms and conditions of the license; and,

WHEREAS, the license expired on its own terms on 14 April 2019; and,

WHEREAS, the Grantee has requested an extension of the license beyond its expiration date; and,

WHEREAS, the Government has no objection to the requested extension.

NOW, THEREFORE, effective on 15 April 2019, the license is modified in the following particulars, but in no others:

All references to “Real Estate Division” are **REPLACED** with “Real Estate Office”.

Exhibit “B” is **ADDED** hereto and made part of the license.

Condition No. 1 (“Term”) is modified by **DELETING** therefrom, “for a term of five (5) years beginning on 15 April 2014 and ending on 14 April 2019,” and **SUBSTITUTING** in lieu thereof, “for a five (5) year term beginning on 15 April 2019 and ending on 14 April 2024.”

Condition No. 17b (“Special Provisions”) is modified by **REPLACING** in its entirety, hereto and made part of the license:

“**17b.** The mooring schedule and/or any other activities on the premises related to the aforementioned authorized uses and improvements specified in this real estate outgrant agreement, including any detailed construction plans and specifications, must be coordinated with and approved by the current Operations Manager of the Ohio Area Office, Mr. Greg Krzys. He can be contacted by email at Gregory.A.Krzys@usace.army.mil or by phone at (216) 685-1203. This review is required to ensure that the Grantee’s activities and use of the site is consistent with the purpose and integrity of the Cleveland Harbor Engineer Wharf, Ohio and is not intended as a detailed engineering review. The Federal Government assumes no responsibility or liability for the technical sufficiency of the Grantee’s plans or construction.”

Condition No. **17d(5)** (“Insurance”) is **ADDED** hereto and made part of the license:

17d(5) License No. W911XK-3-13-1004 must appear on all insurance related documents submitted annually.”

Condition No. 17f (“Special Provisions”) is **ADDED** hereto and made part of the license:

17f. The Grantee is required to register, while remaining up to date and valid, in the System Award Management (SAM) database to perform financial transactions with the U.S. Government. SAM registration should occur prior to the submittal of this agreement, and prior to the submittal of any applicable administrative fees and/or payments being made. The SAM database is an official Federal government website administered by the U.S. General Services Administration. There is no cost to use the SAM database. If you have any general questions about the SAM database, please contact Ms. Tarsus Moore with the U.S. Army Corps of Engineers, Detroit District, Resource Management Office, by e-mail at Tarsus.B.Moore@usace.army.mil or by phone at (313) 226-6832. The SAM database can be found at the following website address: <https://www.sam.gov>”.

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of the license remain in full force and effect.

Supplemental Agreement No. 2
Real Estate License No. W911XK-3-13-1004
Cleveland Harbor Engineer Wharf – Ohio Area Office, OH
Lorain Port Authority – Vessel Moorage (Jet Express)

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 on the date first above written.

LORAIN PORT AUTHORITY

_____ (signature)

_____ (printed name)

_____ (title)

_____ (date)

**BY AUTHORITY OF THE
UNITED STATES OF AMERICA**

Michael B. Rohde
Acting Chief, Real Estate Office
Real Estate Contracting Officer

Lorain Port Authority Cleveland Wharf License Standard Conditions
Submitted by the Buffalo District Operations and Technical Support Section

1. The requester understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said work will cause unreasonable conditions and/or obstruction of USACE project authorized design, the requester will be required upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim can be made against the United States on account of any such removal or alteration.
2. The United States will in no case be liable for:
 - a. any damage or injury to the structures or work authorized by this permission that may be caused or result from future operations undertaken by the United States, and no claim or right to compensation will accrue from any damage; or
 - b. damage claims associated with any future modification, suspension, or revocation of this permission.
3. The determination that the activity authorized by this permission would not impair the usefulness of the federal project and would not be injurious to the public interest was made in reliance on the information you provided.
4. This office, at its sole discretion, may reevaluate its decision to issue this permission at any time circumstances warrant, which may result in a determination that it is appropriate or necessary to modify or revoke this permission. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - c. you fail to comply with the terms and conditions of this permission;
 - d. the information provided in support of your application for permission proves to have been inaccurate or incomplete; or
 - e. significant new information surfaces which this office did not consider in reaching the original decision that the activity would not impair the usefulness of the water resources development project and would not be injurious to the public interest.
5. In the event of any deficiency in the design or construction of the requested activity, you are solely responsible for taking remedial action to correct the deficiency.

Exhibit “B”
(Sheet 1 of 2)

Supplemental Agreement No. 2
Real Estate License No. W911XK-3-13-1004
Cleveland Harbor Engineer Wharf – Ohio Area Office, OH
Lorain Port Authority – Vessel Moorage (Jet Express)

Lorain Port Authority Cleveland Wharf License Standard Conditions
Submitted by the Buffalo District Operations and Technical Support Section

6. The right is reserved to the USACE to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to operate and/or to make any other use of the lands as may be necessary in connection with government purposes, and you will have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.
7. USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work.

Exhibit “B”
(Sheet 2 of 2)

Supplemental Agreement No. 2
 Real Estate License No. W911XK-3-13-1004
 Cleveland Harbor Engineer Wharf – Ohio Area Office, OH
 Lorain Port Authority – Vessel Moorage (Jet Express)

**DEPARTMENT OF THE ARMY
 BUFFALO DISTRICT, CORPS OF ENGINEERS
 SUPPLEMENTAL AGREEMENT NO. 2
 TO DEPARTMENT OF THE ARMY
 LICENSE NO. W911XK-3-13-1004**

THIS SUPPLEMENTAL AGREEMENT entered into this _____ day of _____, _____, by and between the **LORAIN PORT AUTHORITY** hereinafter called the Grantee, and the **UNITED STATES OF AMERICA**, hereinafter called the Government.

WITNESSETH:

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WHEREAS, Supplemental Agreement No. 1 executed on 13 June 2014, modified certain terms and conditions of the license; and,

WHEREAS, the license expired on its own terms on 14 April 2019; and,

WHEREAS, the Grantee has requested an extension of the license beyond its expiration date; and,

WHEREAS, the Government has no objection to the requested extension.

NOW, THEREFORE, effective on 15 April 2019, the license is modified in the following particulars, but in no others:

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Condition No. 17b (“Special Provisions”) is modified by **REPLACING** in its entirety, hereto and made part of the license:

“**17b.** The mooring schedule and/or any other activities on the premises related to the aforementioned authorized uses and improvements specified in this real estate outgrant agreement, including any detailed construction plans and specifications, must be coordinated with and approved by the current Operations Manager of the Ohio Area Office, Mr. Greg Krzys. He can be contacted by email at Gregory.A.Krzys@usace.army.mil or by phone at (216) 685-1203. This review is required to ensure that the Grantee’s activities and use of the site is consistent with the purpose and integrity of the Cleveland Harbor Engineer Wharf, Ohio and is not intended as a detailed engineering review. The Federal Government assumes no responsibility or liability for the technical sufficiency of the Grantee’s plans or construction.”

Condition No. **17d(5)** (“Insurance”) is **ADDED** hereto and made part of the license:

17d(5) License No. W911XK-3-13-1004 must appear on all insurance related documents submitted annually.”

Condition No. 17f (“Special Provisions”) is **ADDED** hereto and made part of the license:

17f. The Grantee is required to register, while remaining up to date and valid, in the System Award Management (SAM) database to perform financial transactions with the U.S. Government. SAM registration should occur prior to the submittal of this agreement, and prior to the submittal of any applicable administrative fees and/or payments being made. The SAM database is an official Federal government website administered by the U.S. General Services Administration. There is no cost to use the SAM database. If you have any general questions about the SAM database, please contact Ms. Tarsus Moore with the U.S. Army Corps of Engineers, Detroit District, Resource Management Office, by e-mail at Tarsus.B.Moore@usace.army.mil or by phone at (313) 226-6832. The SAM database can be found at the following website address: <https://www.sam.gov>”.

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of the license remain in full force and effect.

Supplemental Agreement No. 2
Real Estate License No. W911XK-3-13-1004
Cleveland Harbor Engineer Wharf – Ohio Area Office, OH
Lorain Port Authority – Vessel Moorage (Jet Express)

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 on the date first above written.

LORAIN PORT AUTHORITY

_____ (signature)

_____ (printed name)

_____ (title)

_____ (date)

**BY AUTHORITY OF THE
UNITED STATES OF AMERICA**

Michael B. Rohde
Acting Chief, Real Estate Office
Real Estate Contracting Officer

Lorain Port Authority Cleveland Wharf License Standard Conditions
Submitted by the Buffalo District Operations and Technical Support Section

1. The requester understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said work will cause unreasonable conditions and/or obstruction of USACE project authorized design, the requester will be required upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim can be made against the United States on account of any such removal or alteration.
2. The United States will in no case be liable for:
 - a. any damage or injury to the structures or work authorized by this permission that may be caused or result from future operations undertaken by the United States, and no claim or right to compensation will accrue from any damage; or
 - b. damage claims associated with any future modification, suspension, or revocation of this permission.
3. The determination that the activity authorized by this permission would not impair the usefulness of the federal project and would not be injurious to the public interest was made in reliance on the information you provided.
4. This office, at its sole discretion, may reevaluate its decision to issue this permission at any time circumstances warrant, which may result in a determination that it is appropriate or necessary to modify or revoke this permission. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - c. you fail to comply with the terms and conditions of this permission;
 - d. the information provided in support of your application for permission proves to have been inaccurate or incomplete; or
 - e. significant new information surfaces which this office did not consider in reaching the original decision that the activity would not impair the usefulness of the water resources development project and would not be injurious to the public interest.
5. In the event of any deficiency in the design or construction of the requested activity, you are solely responsible for taking remedial action to correct the deficiency.

Exhibit “B”
(Sheet 1 of 2)

Supplemental Agreement No. 2
Real Estate License No. W911XK-3-13-1004
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Lorain Port Authority – Vessel Moorage (Jet Express)

Lorain Port Authority Cleveland Wharf License Standard Conditions
Submitted by the Buffalo District Operations and Technical Support Section

6. The right is reserved to the USACE to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to operate and/or to make any other use of the lands as may be necessary in connection with government purposes, and you will have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.
7. USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work.

Exhibit “B”
(Sheet 2 of 2)

Supplemental Agreement No. 2
 Real Estate License No. W911XK-3-13-1004
 Cleveland Harbor Engineer Wharf – Ohio Area Office, OH
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**DEPARTMENT OF THE ARMY
 BUFFALO DISTRICT, CORPS OF ENGINEERS
 SUPPLEMENTAL AGREEMENT NO. 2
 TO DEPARTMENT OF THE ARMY
 LICENSE NO. W911XK-3-13-1004**

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17f. The Grantee is required to register, while remaining up to date and valid, in the System Award Management (SAM) database to perform financial transactions with the U.S. Government. SAM registration should occur prior to the submittal of this agreement, and prior to the submittal of any applicable administrative fees and/or payments being made. The SAM database is an official Federal government website administered by the U.S. General Services Administration. There is no cost to use the SAM database. If you have any general questions about the SAM database, please contact Ms. Tarsus Moore with the U.S. Army Corps of Engineers, Detroit District, Resource Management Office, by e-mail at Tarsus.B.Moore@usace.army.mil or by phone at (313) 226-6832. The SAM database can be found at the following website address: <https://www.sam.gov>”.

EXCEPT AS MODIFIED ABOVE, all other terms and conditions of the license remain in full force and effect.

Supplemental Agreement No. 2
Real Estate License No. W911XK-3-13-1004
Cleveland Harbor Engineer Wharf – Ohio Area Office, OH
Lorain Port Authority – Vessel Moorage (Jet Express)

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 on the date first above written.

LORAIN PORT AUTHORITY

_____ (signature)

_____ (printed name)

_____ (title)

_____ (date)

**BY AUTHORITY OF THE
UNITED STATES OF AMERICA**

Michael B. Rohde
Acting Chief, Real Estate Office
Real Estate Contracting Officer

Lorain Port Authority Cleveland Wharf License Standard Conditions
Submitted by the Buffalo District Operations and Technical Support Section

1. The requester understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration of the work herein authorized, or if, in the opinion of the Secretary of the Army or an authorized representative, said work will cause unreasonable conditions and/or obstruction of USACE project authorized design, the requester will be required upon due notice from the USACE, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim can be made against the United States on account of any such removal or alteration.
2. The United States will in no case be liable for:
 - a. any damage or injury to the structures or work authorized by this permission that may be caused or result from future operations undertaken by the United States, and no claim or right to compensation will accrue from any damage; or
 - b. damage claims associated with any future modification, suspension, or revocation of this permission.
3. The determination that the activity authorized by this permission would not impair the usefulness of the federal project and would not be injurious to the public interest was made in reliance on the information you provided.
4. This office, at its sole discretion, may reevaluate its decision to issue this permission at any time circumstances warrant, which may result in a determination that it is appropriate or necessary to modify or revoke this permission. Circumstances that could require a reevaluation include, but are not limited to, the following:
 - c. you fail to comply with the terms and conditions of this permission;
 - d. the information provided in support of your application for permission proves to have been inaccurate or incomplete; or
 - e. significant new information surfaces which this office did not consider in reaching the original decision that the activity would not impair the usefulness of the water resources development project and would not be injurious to the public interest.
5. In the event of any deficiency in the design or construction of the requested activity, you are solely responsible for taking remedial action to correct the deficiency.

Exhibit “B”
(Sheet 1 of 2)

Supplemental Agreement No. 2
Real Estate License No. W911XK-3-13-1004
Cleveland Harbor Engineer Wharf – Ohio Area Office, OH
Lorain Port Authority – Vessel Moorage (Jet Express)

Lorain Port Authority Cleveland Wharf License Standard Conditions
Submitted by the Buffalo District Operations and Technical Support Section

6. The right is reserved to the USACE to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to operate and/or to make any other use of the lands as may be necessary in connection with government purposes, and you will have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.
7. USACE shall not be responsible for the technical sufficiency of the alteration design nor for the construction and/or installation work.

Exhibit “B”
(Sheet 2 of 2)

RESOLUTION NO. 2021-__

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

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

WHEREAS, the Lorain Port Authority will be a site location for one intern that will partake in the Leadership Lorain Internship Program; and

WHEREAS, the Lorain Port Authority benefits from the extra personnel and expertise of the area of study of the intern provided; and

WHEREAS, it is the desire of the Lorain Port Authority to hire one summer intern through the Leadership Lorain County Internship Program for the 2021 calendar 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 authorized to enter into an Agreement with Leadership Lorain County regarding staffing and funding of the Summer Intern Program.

SECTION II. The Lorain Port Authority will be responsible for half of the salary of the intern and work in conjunction with Leadership Lorain County for payment of this portion of the intern's salary.

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 §121.22, of the Ohio Revised Code.

Ayes:

Nays:

Abstain:

Adopted:

Brad Mullins, Chairman

Tom Brown, Executive Director

RESOLUTION NO. 2021-__**A RESOLUTION AUTHORIZING PAYMENT TO SOMERS AGENCY, LLC FOR INSURANCE COVERAGE POLICIES FOR THE AGENCY.**

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

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

SECTION I. That the Executive Director or his designee is authorized to provide payment to Somers Agency, LLC for Insurance Coverage for the sum of Sixty-Nine Thousand Six Hundred Sixty-Seven Dollars and Thirty-Five Cents (\$69,667.35).

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

Ayes:**Nays:****Abstain:****Adopted:**

 Brad Mullins, Chairman

 Tom Brown, Executive Director



<u>Coverage</u>	<u>Cincinnati Insurance</u>	<u>2021 Renewal</u>
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Property	\$20,587.00	\$21,601.00
General Liability	\$3,018.00	\$3,205.00
Commercial Auto	\$307.00	\$336.00
Cyber Liability - \$500,000 Limit	\$916.00	\$746.00
Inland Marine (Docks, Equipment, Tools)	\$2,009.00	\$2,009.00
Umbrella	\$3,750.00	\$3,750.00
Terrorism	\$196.00	\$236.00
	\$30,783.00	\$31,883.00

Cincinnati Specialty

Fireworks Special Event - July 4th	N/A	TBD
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QBE Spec/Euclid Insurance

Professional Liability/EPLI - \$3,000,000	\$5,215.60	\$5,504.35
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Travelers

Marine Liability	\$11,762.00	\$12,703.00
Hull Coverage	\$3,865.00	\$4,174.00
Marine Excess Liability	\$2,471.00	\$2,667.00
	\$18,098.00	\$19,544.00

Greenwich Insurance

Law Enforcement Liability - \$3,000,000	\$10,992.00	\$12,736.00
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****Options \$1,000,000 \$8,387, \$2,000,000 \$11,236**

Total - All Policies	\$65,088.60	\$69,667.35
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RESOLUTION NO. 2021-__

A RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR OR HIS DESIGNEE TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF PARKS AND WATERCRAFT FOR THE 2021 MARINE PATROL PROGRAM.

WHEREAS, the purpose of the Marine Patrol Program is to enforce the provisions of Chapter 1547 of the Ohio Revised Code and to protect the lives and property of Citizens participating in water-oriented activities on state waters; and,

WHEREAS, it is the primary mission of the 2021 Marine Patrol program to provide emergency response to boating-related incidents, conduct routine waterway patrols and purchase safety equipment for use on marine patrol vessels.

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

SECTION I. That the Executive Director and his Designee is hereby authorized to enter into an agreement with the Ohio Department of Natural Resources, Division of Parks and Watercraft for Funding for the 2021 Marine Patrol Program.

SECTION II. That the amount of the grant award from ODNR is Thirty-Five Thousand Dollars (\$35,000.00). The local match (Lorain Port Authority) is Eleven Thousand Six Hundred Sixty-Seven Dollars and Sixty-Seven Cents (\$11,667.67). Total project cost is Forty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$46,666.67).

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

SUBRECIPIENT GRANT AGREEMENT

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES**, acting through its **DIVISION OF PARKS AND WATERCRAFT, (“ODNR”)** with offices located at 2045 Morse Rd., Columbus, OH, 43229, and **LORAIN PORT AUTHORITY** (DUNS # 959902206), which is located at 319 Black River Lane, Lorain, OH 44052 (**“Subrecipient”**).

ODNR provides financial assistance to political subdivisions, conservancy districts, and state departments to establish, maintain, and operate a marine patrol program through the Marine Patrol Assistance Grant Program (“MGAGP”). The MPAGP provides financial assistance for marine patrols to enforce Ohio Revised Code Chapters 1547 and 1548 and provide emergency response services during watercraft accidents. Expenditures for MPAGP funds are provided under this Agreement are provided through ODNR’s Waterways Safety Fund.

Expenditures for this Agreement are also partially provided by federal funds. ODNR received a federal grant under the terms and conditions of a Recreational Boating Safety Program grant, awarded through the U.S. Coast Guard. This grant is identified by Federal Award Identification Number (FAIN) 3321FAS210139, which became effective on October 1st, 2020, with a total award amount of \$3,391,274.00, and an approved indirect rate of 37.45%. This grant is made under Catalogue of Federal Domestic Assistance Number 97.012, Boating Safety Financial Assistance. This Agreement is a subaward of that grant.

Subrecipient is an applicant who submitted a grant proposal (the “Grant Proposal”) to ODNR for this grant program. Under R.C. § 1501.01 § 1547.67, ODNR may provide state funds and federal pass-through grants to eligible applicants for the MPAGP. Subrecipient has met the application requirements and has been approved by ODNR as eligible to receive these funds. Subrecipient will use these funds in establishing, maintaining, or operating of a marine patrol program to enforce the rules, regulations, and ordinances promulgated by state and local authorities regarding watercraft operation and to provide emergency response services during watercraft accidents.

The parties therefore agree as follows:

1. **Award.** ODNR hereby awards to the Subrecipient a MGAGP award not to exceed \$35,000.00 for the purpose of reimbursing the Subrecipient for performance and completion of the deliverables detailed in the Application for Assistance and the approved Estimated Budget (Exhibit A). Subrecipient shall maintain a marine patrol program in accordance with the minimum specifications listed in Exhibit C, which is attached hereto and made a part of this Agreement. Subrecipient has established a calendar year budget for its participation in the MGAGP which has been attached hereto as Exhibit A. Subrecipient agrees to provide at least twenty-five percent of the total program cost. No grant funds will be available from ODNR after June 30, 2021.
2. **Subrecipient Funds.** The funds for paying the Subrecipient’s share of the total program cost has been established through duly authorized acts of government officials and the fiscal officer or budget authority of the Subrecipient. Subrecipient certifies by signing this Agreement that \$11,666.67 is available from funds at its disposal and will be expended for the purposes of this Agreement.
3. **Approval for changes in expenditures.** The details specified in Exhibit A shall be binding regarding expenditures under this Agreement. Pursuant to the total dollar amount budgeted and reflected in Exhibit A, specific estimated category amounts shall be prorated and reduced accordingly. Any changes in

expenditures in any category (personnel, uniform, equipment, or miscellaneous expenses) exceeding fifteen percent of the total budget amount require an email notice to ODNR. Any changes in expenditures in category II or III (uniform or equipment) exceeding fifteen percent of the total budget amount require written notice and ODNR's prior written approval.

4. **Ohio Revised Code § 1547.67.** Pursuant to Ohio Revised Code § 1547.67, ODNR's contribution shall not exceed \$35,000.00 on a cost share basis in any calendar year. ODNR's share of the MPAGP costs shall be used exclusively for items contained in the MPAGP estimated budget as adjusted and approved by ODNR.
5. **Unspent funds.** Subrecipient shall submit a complete and accurate accounting of expenditures under this Agreement to ODNR's Division of Parks and Watercraft postmarked on or before December 15, 2021. If any portion of the total program cost remains unspent on December 15, 2021, then ODNR's share of the unspent funds based on the program cost established by this Agreement shall be immediately returned to ODNR.
6. **Performance of Project.** Subrecipient shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Subrecipient shall: (1) perform and complete the Project as set forth herein; (2) promptly submit to ODNR, such reports and documents as ODNR may request; (2) establish a separate special account for the funds for the acquisition and/or development of the Project; (3) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal unless the proposed change is approved by ODNR. ODNR reserves the right to audit the special account created by Subrecipient, pursuant to this paragraph, either during or after completion of the Project.
7. **Law Enforcement Efforts.** Subrecipient's law enforcement efforts shall be concerned with enforcement of the Ohio Revised Code Chapter 1547 and any rules of any waters within the territorial limits of the Subrecipient established by the Chief of the Division of Parks and Watercraft in accordance with the Administrative Procedures Act and any rules, regulations, or ordinances promulgated by state or local authorities pertaining to the operation of watercraft. All local ordinances pertaining to the operation of watercraft must be expressly approved by the Chief of Parks and Watercraft in order for Subrecipient to remain eligible for funding.
8. **Research and Development.** Grant funds shall not be used for research and development.
9. **Indirect Costs.** Grant funds are not authorized for indirect costs.
10. **Period of Performance.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of the date on which it is signed by an authorized representative of ODNR. ODNR shall not be responsible for any costs incurred by the Subrecipient prior to the date this Agreement becomes effective. This Agreement shall terminate on June 30, 2021. However, subject to Section 35 below, this Agreement shall automatically renew for an additional period ending December 31, 2022. This agreement may be modified by the mutual, written consent of both parties unless otherwise terminated as provided herein before December 31, 2022.

11. **Permissible Costs.** Subrecipient shall comply with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) to determine the permissibility of all expenditures under this Agreement.
12. **Ordinance or Resolution.** Duly authorized government officials of the Subrecipient certify that the Subrecipient has approved participation in the MPAGP and this Agreement by ordinance or resolution dated _____ which is attached hereto as Exhibit B.
13. **Termination by ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Subrecipient. If ODNR terminates this Agreement, the Subrecipient will be paid for any non-cancelable obligation properly incurred by the Subrecipient prior to termination. Subrecipient shall return any unused grant funds to ODNR within thirty (30) days of termination.
14. **Termination by Subrecipient.** Any time after signing this Agreement, Subrecipient may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Subrecipient terminates this Agreement, Subrecipient shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Subrecipient shall return all unused grant funds to ODNR within thirty (30) days of termination.
15. **Nondiscrimination in Employment.** Pursuant to R.C. § 125.111 and ODNR policy, Subrecipient agrees that Subrecipient, any subcontractor, and any person acting on behalf of Subrecipient, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the activities. Subrecipient further agrees that Subrecipient, any subcontractor, and any person acting on behalf of Subrecipient or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the activities on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Subrecipient shall cooperate with the state Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Agreement, and Subrecipient shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard.
16. **Workers' Compensation.** Subrecipient shall provide its own workers' compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Subrecipient, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
17. **Compliance with Laws.** Subrecipient, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.

18. **Open Trade.** Pursuant to R.C. § 9.76(B), Subrecipient warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the contract period.
19. **Liability; Indemnification.** Subrecipient shall be solely responsible for any and all claims, demands, or causes of action arising from Subrecipient's obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Subrecipient. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.
20. **Drug-Free Workplace.** Subrecipient agrees to comply with all applicable state and federal laws regarding drug-free workplace.
21. **Inspection.** The federal awarding agency, inspectors general, the Comptroller General of the United States, and ODNR, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the federal award, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
22. **OMB Guidance.** Subrecipient shall comply with OMB guidance in subparts A through F of 2 CFR Part 200. Subrecipient must also follow the regulations found in 2 CFR 200.330 through 2 CFR 200.332. Electronic copies of the CFR can be obtained at the following internet site: www.ecfr.gov.
23. **Use of MBE and EDGE Vendors.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises ("MBE") and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity ("EDGE") businesses. ODNR encourages Subrecipient to purchase goods and services from Ohio-certified MBE and EDGE vendors.
24. **Events of Significant Impact.** Subrecipient shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
25. **Public Records.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) or Ohio public records laws. Requests for research data are subject to 2 CFR 315(e).
26. **Records Retention.** Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to

the federal awarding agency or pass-through entity in the case of a subrecipient. Records for real property and equipment acquired with federal funds must be retained for 3 years after final disposition in accordance with 2 CFR 200.333.

27. **Debarment and Suspension.** Subrecipient shall immediately inform ODNR if it or any of its principals is presently excluded, debarred, or suspended from entering into covered transactions with the federal government or entities according to the terms of 2 CFR Part 180. If Subrecipient or any of its principals receive a transmittal letter or other official federal notice of debarment or suspension, it shall promptly notify ODNR. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. Subrecipient certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Subrecipient shall immediately repay ODNR all funds transferred by this Agreement.
28. **Findings for Recovery.** Subrecipient represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Subrecipient agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
29. **Ohio Ethics Law.** The Subrecipient certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Subrecipient understands that failure to comply with Ohio's ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.
30. **Expenditure of Public Funds for Offshore Services.** The Subrecipient affirms to have read and understands Executive Order 2019-12D issued by Ohio Governor Mike DeWine. Subrecipient has signed and completed the Standard Affirmation and Disclosure Form and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order can be accessed at the following website: <https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>.
31. **Campaign Contributions.** The Subrecipient affirms that, as applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or the Governor's campaign committees.
32. **Non-Appropriation.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is agreed that ODNR's payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.

- 33. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and with the laws of the U.S. federal funding source. Subrecipient consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- 34. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- 35. **Assignment.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Subrecipient.
- 36. **Notice.** All notices, consents, and communications required hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

Subrecipient Contact:	ODNR Contact:	Federal Agency Contact:
Ed Favre Marine Patrol Supervisor Lorain Port Authority 319 Black River Lane Lorain, OH 44052 440-204-2267 efavre@lorainportauthority.com	Cindy Bellar Natural Resources Administrator ODNR Parks and Watercraft 2045 Morse Road, C-4 Columbus, OH 43229 (614)265-6504 Cynthia.Bellar@dnr.ohio.gov	Pavlo Oborski Chief, Grants Management Branch U.S. Coast Guard 2703 Martin Luther King Jr. Ave. SE Washington, DC 20593-7501 202-372-1055 Pavlo.Ororski@uscg.mil

- 37. **Confidentiality Agreements.** Subrecipient shall not require its employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law-enforcement representative. Any prohibitions or restrictions of any internal confidentiality agreements inconsistent with the previous sentence are no longer in effect.
- 38. **Eligible Workers.** Subrecipient shall ensure all employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the complete forms. These requirements also apply to any contract or supplement instruments awarded under this Agreement.
- 39. **Lobbying.** Subrecipient certifies that no Federal appropriated funds have been paid by or on behalf of Subrecipient to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, or officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative

agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall request, complete, and submit Standard Form-111, "Disclosure Form to Report Lobbying," in accordance with its instructions.

40. **Federal Clean Air Act and Water Pollution Control Act.** Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
41. **Qualifications.** Subrecipient represents that it has all approvals, licenses, or other qualifications needed to conduct its business in Ohio and that all are current.
42. **Conflicts.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
43. **Severability.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
44. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
45. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty's signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
46. **Entire Agreement.** This Agreement, including any attachments, contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this Agreement on the date stated below that party's signature.

SUBRECIPIENT

OHIO DEPARTMENT OF NATURAL
RESOURCES

LORAIN PORT AUTHORITY

DIVISION OF PARKS AND WATERCRAFT

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**STATE OF OHIO
DEPARTMENT OF NATURAL RESOURCES**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2019-12D

Banning the Expenditure of Public Funds on Offshore Services

CONTRACTOR/SUBCONTRACTOR AFFIRMATION AND DISCLOSURE:

By the signature affixed to this response, the CONTRACTOR/SUBCONTRACTOR affirms, understands, and will abide by the requirements of Executive Order 2019-12D. If awarded a contract, the CONTRACTOR/SUBCONTRACTOR becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Agreement outside of the United States.

The CONTRACTOR/SUBCONTRACTOR shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of the response will deem the CONTRACTOR/SUBCONTRACTOR not responsive and the Agreement will not be executed. If the CONTRACTOR/SUBCONTRACTOR will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Attach a supplemental sheet, if necessary.

1. Principal location of business of Contractor:

(Address)	(City, State, Zip)
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Name/Principal location of business of subcontractor(s):

(Name)	(Address, City, State, Zip)
--------	-----------------------------

(Name)	(Address, City, State, Zip)
--------	-----------------------------

2. Location where services will be performed by Contractor:

(Address)	(Address, City, State, Zip)
-----------	-----------------------------

Name/Location where services will be performed by subcontractor(s):

(Name)	(Address, City, State, Zip)
--------	-----------------------------

(Name)	(Address, City, State, Zip)
--------	-----------------------------



Minimum Requirements - Exhibit C

A. Agency Ability

The agency must have a comprehensive program to enable their marine patrol to:

1. Respond to all search and rescue (SAR) and assistance calls.
 - a. The Division of Parks and Watercraft and the marine patrol should implement the Incident Command System (ICS), originally developed for response to wild fires but now adopted by the National Association for Search and Rescue (NASAR) to be utilized for all forms of emergency response.
 - b. All Division of Parks and Watercraft commissioned field staff and marine patrol staff should perform annual (or more frequent) joint training sessions on the Incident Command System, including actual practice search and rescue and/or boating accident response.
2. Conduct boating accident investigations including proper filing of required boating accident reports.
 - a. For the purpose of this agreement a:
 - **boating casualty** is defined as an occurrence involving a vessel or its equipment that results in a fatality, a disappearance, or a personal injury that requires medical treatment beyond first aid.
 - **boating accident** is defined as an occurrence involving damage to a vessel and/or other property totaling more than \$500.00, or the total loss of a vessel.
 - b. The Division of Parks and Watercraft field offices and marine patrols shall immediately notify the other upon the initial awareness of any boating casualty or accident within the marine patrol's territorial jurisdiction in order to initiate a SAR response, begin an investigation, or both as appropriate.
 - c. The Division of Parks and Watercraft agrees to investigate all recreational boating casualties and will endeavor to investigate other recreational boating accidents.
 - d. The Division of Parks and Watercraft and marine patrols shall fully and expeditiously share all information relative to the investigation of a boating casualty or accident. The marine patrol or the Division, whichever is responsible, shall complete the investigation. In addition, the investigating agency shall complete and submit an Ohio Operator Boating Accident Report (BAR) to the Division's Law Enforcement Section. The information on the BAR will be included in the U.S. Coast Guard Boating Accidents Statistics Report.
3. Conduct stolen boat and marine equipment theft investigations including proper filing of required forms.
4. Maintain marine patrol services in the event of non-boating emergencies or assistance calls.

B. Enforcement

1. The enforcement policy established by the agency's marine patrol program will coincide with the nationwide boating safety program.



Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Marine Patrol Assistance Agreement



2. Each marine patrol will maintain an operation and enforcement policy that is approved by the Division of Parks and Watercraft and practiced by each marine patrol officer.

C. Supervision

1. Each agency shall evaluate their marine patrol program annually with input from the Division of Parks and Watercraft and shall adjust the program's direction in response to the evaluation.
2. Each agency will provide a supervisor for their marine patrol officers. The supervisor shall be responsible for the officers' performance in meeting A-I of this section (Minimum Requirements).

D. Officer Training

1. Each marine patrol officer must be trained to meet the standards established by the agency for land patrol.
2. Each officer is required to successfully complete the:
 - a. Ohio Boating Education Course and
 - b. ~~Ohio Basic Marine Patrol Training Course.~~ Due to COVID-19 and the restrictions put in place by the Governor, there is a temporary change for 2020 and 2021. In-house agency training will be accepted only when all training tasks are completed in accordance to the instructions and parameters provided by the Division's program coordinator.
3. Each officer is required to be current in cardiopulmonary resuscitation (CPR) and basic first-aid training.
4. Representation and participation by the agency is mandatory at any refresher or specialized training offered by the Division pertaining to marine patrol and/or marine law enforcement.

E. Schedule

1. The marine patrol shall provide watercraft enforcement patrols on all three summer holiday weekends and the majority of the weekends between Memorial Day and Labor Day.
2. The marine patrol schedule shall be consistent with local boating traffic, with maximum patrol efforts corresponding to the heaviest boating traffic. Patrol schedules shall be coordinated with the local Division of Parks and Watercraft field office. A copy of patrol schedules shall be provided to the local field office one month prior to the start of the schedule. If a scheduled patrol is cancelled, the local field office shall be notified of such cancellation at least 48 hours in advance
3. Eighty percent (80%) of all marine patrol hours shall occur on boat patrol. The remainder of all marine patrol hours shall occur at the ramps, docks, or marinas conducting vessel safety inspections, or other marine patrol related duties and activities.
4. All marine patrol hours, expenses, and/or year-end statistics dedicated to the terms of this agreement may not also be reported or dedicated to any other agency or organization for the purpose of fulfilling the requirements one or more additional grant agreement or other financial supplement to the marine patrol (i.e., this grant program and a federal homeland security grant program simultaneously).



Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Marine Patrol Assistance Agreement



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F. Patrol Equipment

1. The marine patrol shall have a patrol boat that has the capability to efficiently handle all routine work including patrol, boardings, tows, entrance to harbors, and be able to function in storm conditions.
2. Each patrol vessel shall be equipped with the following equipment:
 - a. Vessel equipment required by federal, state, or local laws
 - b. First-aid kit
 - c. PA system
 - d. Blue flashing light and siren
 - e. Radio communications
 - f. Extra PFD's, fire extinguishers, and emergency navigation lights/chemical lights
 - g. Tow equipment
3. All equipment shall be maintained at a level that eliminates shutdown or down time due to minor repairs.
4. The marine patrol shall require its officers and employees to wear a properly fitted USCG approved personal flotation device while on a vessel and conducting activities that are funded through the program. It will be the agency's discretion to determine the type of PFD to be worn. The PFD selected shall be used in accordance with the Ohio Revised Code. Additionally, the PFD must be worn in accordance to both the requirements listed on the approval label and the specifications listed in the owner's manual.

G. Records

1. The marine patrol shall maintain record of the following daily activities:
 - a. Date and day marine patrol activities were conducted
 - b. Officer name and shift worked
 - c. Officer patrol hours dedicated strictly to boat patrol
 - d. Boat log (or engine) hours – amount of time patrol boat was actually on water
 - e. Ramp hours conducting vessel safety inspections
 - f. Officer land patrol hours that are strictly associated with marine patrol
 - g. Number of written vessel safety inspections (DNR 8271 or equivalent) completed
 - h. Number of warnings issued
 - i. Number of citations issued
 - j. Number of assistance calls responded to
 - k. Number of boating education courses taught

H. Inspection Program

Each marine patrol must develop a vessel safety inspection program. The inspection program shall meet the following criteria:



Ohio Department of Natural Resources Division of Parks and Watercraft
Marine Patrol Assistance Grant Program
Marine Patrol Assistance Agreement



1. A vessel safety inspection shall be conducted:
 - a. upon boater request at a ramp or docking area
 - b. during the course of a watercraft enforcement contact
 - c. in accordance with the Boater Freedom Act of 2013
2. Each vessel safety inspection shall include:
 - a. an examination of required legal documents
 - b. an examination of all required safety equipment
 - c. a written copy that is retained as record of each inspection
 - d. a written copy that is provided to the boat owner or operator
 - e. educating the boater regarding required safety equipment, operational laws, local boating information, etc.

I. Public Education

1. The marine patrol officer shall be able to provide local boating information to the boating public.
2. The marine patrol officer shall be able to provide an educational response to questions concerning boating laws, local boating problems, or hazards.

LORAIN PORT AUTHORITY, LORAIN COUNTY

Fund Summary

April 2021

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	\$978,206.39	\$4,549.22	\$617,653.41	\$105,115.45	\$295,635.80	\$877,640.16	\$451,871.80	\$425,768.36
2051	Paddling Enhancement Federal Grant	\$0.00	\$32,175.00	\$32,175.00	\$14,311.25	\$14,311.25	\$17,863.75	\$17,863.75	\$0.00
2053	USEPA BROWNFIELD HAZARDOUS SUB 2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2061	Marine Patrol Program	\$193.52	\$0.00	\$0.00	\$110.00	\$110.00	\$83.52	\$0.00	\$83.52
4201	Grant Construction KIFBL	\$29,785.92	\$0.00	\$3,188,387.13	\$29,785.88	\$3,188,387.13	\$0.04	\$2,815,078.58	(\$2,815,078.54)
9901	Other Agency Ariel on Broadway	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9902	Other Agency Rockin' on the River	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Report Total:	\$1,008,185.83	\$36,724.22	\$3,838,215.54	\$149,322.58	\$3,498,444.18	\$895,587.47	\$3,284,814.13	(\$2,389,226.66)

Last reconciled to bank: 04/30/2021 – Total other adjusting factors: \$200.00

LORAIN PORT AUTHORITY, LORAIN COUNTY
Revenue Summary
 April 2021

	Final Budget	Month To Date Revenue	Year To Date Revenue	Budget Variance Favorable (Unfavorable)	YTD % Received
1000 General					
Property and Other Local Taxes	\$828,036.00	\$100.84	\$400,688.85	(\$427,347.15)	48.390%
Intergovernmental	\$18,335.00	\$0.00	\$52,051.02	\$33,716.02	283.889%
Charges for Services	\$360,384.40	\$4,418.38	\$162,327.96	(\$198,056.44)	45.043%
Miscellaneous	\$10,000.00	\$30.00	\$2,585.58	(\$7,414.42)	25.856%
Other Financing Sources					
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	
Total 1000 General	\$1,216,755.40	\$4,549.22	\$617,653.41	(\$599,101.99)	
2051 Paddling Enhancement Federal Grant					
Intergovernmental	\$32,175.00	\$0.00	\$0.00	(\$32,175.00)	0.000%
Other Financing Sources					
Advances - In	\$0.00	\$32,175.00	\$32,175.00	\$0.00	0.000%
Total Other Financing Sources	\$0.00	\$32,175.00	\$32,175.00	\$0.00	
Total 2051 Paddling Enhancement Federal Grant	\$32,175.00	\$32,175.00	\$32,175.00	(\$32,175.00)	
2061 Marine Patrol Program					
Intergovernmental	\$35,000.00	\$0.00	\$0.00	(\$35,000.00)	0.000%
Other Financing Sources					
Transfers - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Advances - In	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Total Other Financing Sources	\$0.00	\$0.00	\$0.00	\$0.00	
Total 2061 Marine Patrol Program	\$35,000.00	\$0.00	\$0.00	(\$35,000.00)	
4201 Grant Construction KIFBL					
Intergovernmental	\$3,300,750.55	\$0.00	\$2,406,553.34	(\$894,197.21)	72.909%
Miscellaneous	\$2,702,715.12	\$0.00	\$781,833.79	(\$1,920,881.33)	28.928%
Total 4201 Grant Construction KIFBL	\$6,003,465.67	\$0.00	\$3,188,387.13	(\$2,815,078.54)	

LORAIN PORT AUTHORITY, LORAIN COUNTY
Revenue Summary
April 2021

Report Total:	<u>\$7,287,396.07</u>	<u>\$36,724.22</u>	<u>\$3,838,215.54</u>	<u>(\$3,481,355.53)</u>
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LORAIN PORT AUTHORITY, LORAIN COUNTY

Appropriation Summary

April 2021

	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	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.000%
Total Other Security of Persons and Property	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
Total Security of Persons and Property	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
Leisure Time Activities								
Recreation								
Contractual Services	\$0.00	\$8,000.00	\$8,000.00	\$0.00	\$0.00	\$700.00	\$7,300.00	0.000%
Supplies and Materials	\$0.00	\$15,000.00	\$15,000.00	\$437.76	\$515.80	\$6,763.51	\$7,720.69	3.439%
Total Recreation	\$0.00	\$23,000.00	\$23,000.00	\$437.76	\$515.80	\$7,463.51	\$15,020.69	
Total Leisure Time Activities	\$0.00	\$23,000.00	\$23,000.00	\$437.76	\$515.80	\$7,463.51	\$15,020.69	
Basic Utility Services								
Billing - Electric								
Contractual Services	\$214.13	\$45,000.00	\$45,214.13	\$2,463.36	\$14,270.43	\$29,943.70	\$1,000.00	31.562%
Total Billing - Electric	\$214.13	\$45,000.00	\$45,214.13	\$2,463.36	\$14,270.43	\$29,943.70	\$1,000.00	
Billing - Gas								
Contractual Services	\$300.00	\$5,000.00	\$5,300.00	\$496.98	\$2,551.31	\$1,534.65	\$1,214.04	48.138%
Total Billing - Gas	\$300.00	\$5,000.00	\$5,300.00	\$496.98	\$2,551.31	\$1,534.65	\$1,214.04	
Billing - Water								
Contractual Services	\$649.28	\$18,000.00	\$18,649.28	\$431.72	\$1,665.28	\$14,984.00	\$2,000.00	8.929%
Total Billing - Water	\$649.28	\$18,000.00	\$18,649.28	\$431.72	\$1,665.28	\$14,984.00	\$2,000.00	
Total Basic Utility Services	\$1,163.41	\$68,000.00	\$69,163.41	\$3,392.06	\$18,487.02	\$46,462.35	\$4,214.04	
General Government								
Boards and Commissions								
Personal Services	\$2,573.74	\$312,500.00	\$315,073.74	\$23,545.40	\$90,437.23	\$6,607.82	\$218,028.69	28.704%
Employee Fringe Benefits	\$0.00	\$156,557.25	\$156,557.25	\$11,226.04	\$38,232.45	\$75,830.52	\$42,494.28	24.421%
Contractual Services	\$37,991.52	\$291,852.00	\$329,843.52	\$2,751.57	\$65,214.51	\$172,310.73	\$92,318.28	19.771%
Supplies and Materials	\$4,800.24	\$181,496.00	\$186,296.24	\$31,587.62	\$43,414.96	\$121,270.87	\$21,610.41	23.304%
Total Boards and Commissions	\$45,365.50	\$942,405.25	\$987,770.75	\$69,110.63	\$237,299.15	\$376,019.94	\$374,451.66	
Auditor of State Fees								
Contractual Services	\$0.00	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$9,676.00	\$1,324.00	0.000%

LORAIN PORT AUTHORITY, LORAIN COUNTY

Appropriation Summary

April 2021

	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	\$0.00	\$11,000.00	\$11,000.00	\$0.00	\$0.00	\$9,676.00	\$1,324.00	
Total General Government	\$45,365.50	\$953,405.25	\$998,770.75	\$69,110.63	\$237,299.15	\$385,695.94	\$375,775.66	
Capital Outlay								
Capital Outlay								
Capital Outlay	\$2,745.00	\$105,000.00	\$107,745.00	\$0.00	\$7,158.83	\$12,250.00	\$88,336.17	6.644%
Total Capital Outlay	\$2,745.00	\$105,000.00	\$107,745.00	\$0.00	\$7,158.83	\$12,250.00	\$88,336.17	
Total Capital Outlay	\$2,745.00	\$105,000.00	\$107,745.00	\$0.00	\$7,158.83	\$12,250.00	\$88,336.17	
Other Financing Uses								
Advances - Out	\$0.00	\$0.00	\$0.00	\$32,175.00	\$32,175.00	\$0.00	\$0.00	0.000%
Total Other Financing Uses	\$0.00	\$0.00	\$0.00	\$32,175.00	\$32,175.00	\$0.00	\$0.00	
Total 1000 - General	\$49,273.91	\$1,149,905.25	\$1,199,179.16	\$105,115.45	\$295,635.80	\$451,871.80	\$483,846.56	
<hr/>								
2051 - Paddling Enhancement Federal Grant								
Capital Outlay								
Capital Outlay	\$0.00	\$32,175.00	\$32,175.00	\$14,311.25	\$14,311.25	\$17,863.75	\$0.00	44.479%
Total Capital Outlay	\$0.00	\$32,175.00	\$32,175.00	\$14,311.25	\$14,311.25	\$17,863.75	\$0.00	
Total Capital Outlay	\$0.00	\$32,175.00	\$32,175.00	\$14,311.25	\$14,311.25	\$17,863.75	\$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 2051 - Paddling Enhancement Federal Grant	\$0.00	\$32,175.00	\$32,175.00	\$14,311.25	\$14,311.25	\$17,863.75	\$0.00	
<hr/>								
2061 - Marine Patrol Program								
Security of Persons and Property								
Police Enforcement								
Personal Services	\$0.00	\$18,450.00	\$18,450.00	\$0.00	\$0.00	\$0.00	\$18,450.00	0.000%
Employee Fringe Benefits	\$0.00	\$4,104.17	\$4,104.17	\$0.00	\$0.00	\$0.00	\$4,104.17	0.000%
Contractual Services	\$0.00	\$5,500.00	\$5,500.00	\$0.00	\$0.00	\$0.00	\$5,500.00	0.000%
Supplies and Materials	\$110.00	\$7,029.35	\$7,139.35	\$110.00	\$110.00	\$0.00	\$7,029.35	1.541%
Total Police Enforcement	\$110.00	\$35,083.52	\$35,193.52	\$110.00	\$110.00	\$0.00	\$35,083.52	

LORAIN PORT AUTHORITY, LORAIN COUNTY
Appropriation Summary
 April 2021

	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 Security of Persons and Property	\$110.00	\$35,083.52	\$35,193.52	\$110.00	\$110.00	\$0.00	\$35,083.52	
Total 2061 - Marine Patrol Program	\$110.00	\$35,083.52	\$35,193.52	\$110.00	\$110.00	\$0.00	\$35,083.52	
<hr/>								
4201 - Grant Construction KIFBL								
Capital Outlay								
Capital Outlay								
Contractual Services	\$0.00	\$385,244.40	\$385,244.40	\$29,785.88	\$180,195.46	\$205,048.94	\$0.00	46.774%
Capital Outlay	\$0.00	\$5,618,221.31	\$5,618,221.31	\$0.00	\$3,008,191.67	\$2,610,029.64	\$0.00	53.543%
Total Capital Outlay	\$0.00	\$6,003,465.71	\$6,003,465.71	\$29,785.88	\$3,188,387.13	\$2,815,078.58	\$0.00	
Total Capital Outlay	\$0.00	\$6,003,465.71	\$6,003,465.71	\$29,785.88	\$3,188,387.13	\$2,815,078.58	\$0.00	
Total 4201 - Grant Construction KIFBL	\$0.00	\$6,003,465.71	\$6,003,465.71	\$29,785.88	\$3,188,387.13	\$2,815,078.58	\$0.00	
Report Totals:	\$49,383.91	\$7,220,629.48	\$7,270,013.39	\$149,322.58	\$3,498,444.18	\$3,284,814.13	\$518,930.08	

LORAIN PORT AUTHORITY, LORAIN COUNTY

Bank Reconciliation

Reconciled Date 4/30/2021

Posted 5/4/2021 4:14:25 PM

Prior UAN Balance:		\$1,008,185.83
Receipts:	+	\$4,529.27
Payments:	-	\$117,127.63
Adjustments:	+	\$0.00
Current UAN Balance as of 04/30/2021:		\$895,587.47
Other Adjusting Factors:	+	\$0.00
Adjusted UAN Balance as of 04/30/2021:		\$895,587.47
Entered Bank Balances as of 04/30/2021:		\$916,119.97
Deposits in Transit:	+	\$0.00
Outstanding Payments:	-	\$20,732.50
Outstanding Adjustments:	+	\$0.00
Other Adjusting Factors:	+	\$200.00
Adjusted Bank Balances as of 04/30/2021:		\$895,587.47

Balances Reconciled

Reconciliation Notes

Deflating Bank Errors: \$200.00
 Petty Cash

Governing Board Signatures

 There are no outstanding receipts as of 04/30/2021.

 There are no outstanding adjustments as of 04/30/2021.

LORAIN PORT AUTHORITY, LORAIN COUNTY

5/4/2021 4:20:47 PM

Bank Balances

UAN v2021.2

Reconciled Date 4/30/2021

Posted 5/4/2021 4:14:25 PM

<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		\$1,018,784.20	\$916,119.97	\$916,119.97	\$0.00
		Total:	<u>\$1,018,784.20</u>	<u>\$916,119.97</u>	<u>\$916,119.97</u>	<u>\$0.00</u>

LORAIN PORT AUTHORITY, LORAIN COUNTY

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Outstanding Payments

UAN v2021.2

Reconciled Date 4/30/2021

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Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Warrant	13976	03/24/2021	TSAMBOUNIERSIS BROTHERS, LLC	\$720.00
PRIMARY	Warrant	13992	04/16/2021	MTC HORTICULTUREAL SERVICES LLC	\$9,050.63
PRIMARY	Warrant	14002	04/20/2021	MTC HORTICULTUREAL SERVICES LLC	\$6,816.25
PRIMARY	Warrant	14005	04/30/2021	BEST TOOL LLC	\$250.00
PRIMARY	Warrant	14006	04/30/2021	Ernie's Towing	\$300.00
PRIMARY	Warrant	14007	04/30/2021	JAN-PRO CLEANING SYSTEMS	\$272.00
PRIMARY	Warrant	14008	04/30/2021	LUCAS PLUMBING & HEATING, INC.	\$980.00
PRIMARY	Warrant	14009	04/30/2021	OHIO EDISON	\$2,313.62
PRIMARY	Warrant	14010	04/30/2021	SPECTRUM CONSULTING SERVICES, LLC	\$30.00
					\$20,732.50

LORAIN PORT AUTHORITY, LORAIN COUNTY

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Cleared Payments

UAN v2021.2

Reconciled Date 4/30/2021

Posted 5/4/2021 4:14:25 PM

Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Electronic	67-2021	04/09/2021	THOMAS E BROWN	\$2,358.62
PRIMARY	Electronic	68-2021	04/09/2021	KELSEY LEAH LEYVA	\$839.32
PRIMARY	Electronic	69-2021	04/09/2021	TIFFANY A MCCLELLAND	\$2,049.15
PRIMARY	Electronic	70-2021	04/09/2021	IDA YVONNE SMITH	\$1,578.12
PRIMARY	Electronic	71-2021	04/09/2021	LYNETTE E. VAN WAGNEN	\$441.11
PRIMARY	Electronic	73-2021	04/09/2021	OHIO PUBLIC EMPLOYEES DEFERRED	\$700.00
PRIMARY	Electronic	76-2021	04/06/2021	US TREASURY	\$2,735.66
PRIMARY	Electronic	77-2021	04/06/2021	OHIO TREASURER OF STATE	\$502.03
PRIMARY	Electronic	78-2021	04/06/2021	CITY OF LORAIN DEPT. OF TAXATION	\$584.32
PRIMARY	Electronic	79-2021	04/01/2021	LORAIN PORT AUTHORITY	\$1,418.38
PRIMARY	Electronic	80-2021	04/14/2021	MICHAEL E. BROSKY	\$811.91
PRIMARY	Electronic	82-2021	04/15/2021	OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM	\$5,639.39
PRIMARY	Electronic	83-2021	04/15/2021	HUNTINGTON NATIONAL BANK	\$157.29
PRIMARY	Electronic	84-2021	04/23/2021	THOMAS E BROWN	\$2,358.62
PRIMARY	Electronic	85-2021	04/23/2021	KELSEY LEAH LEYVA	\$839.32
PRIMARY	Electronic	86-2021	04/23/2021	TIFFANY A MCCLELLAND	\$2,049.15
PRIMARY	Electronic	87-2021	04/23/2021	IDA YVONNE SMITH	\$1,578.12
PRIMARY	Electronic	88-2021	04/23/2021	LYNETTE E. VAN WAGNEN	\$568.60
PRIMARY	Electronic	90-2021	04/23/2021	OHIO PUBLIC EMPLOYEES DEFERRED	\$700.00
PRIMARY	Warrant	13974	03/24/2021	KUSH CUSTOM CABINETRY, TERRANCE M. KUSHINSKI	\$850.00
PRIMARY	Warrant	13977	03/29/2021	FIRELANDS ELECTRIC, INC.	\$3,900.00
PRIMARY	Warrant	13978	03/29/2021	JAN-PRO CLEANING SYSTEMS	\$272.00
PRIMARY	Warrant	13979	03/29/2021	OHIO EDISON	\$312.40
PRIMARY	Warrant	13980	03/29/2021	PREMIER POLYSTEEL	\$4,376.00
PRIMARY	Warrant	13981	03/29/2021	US BANK	\$367.97
PRIMARY	Warrant	13982	04/01/2021	TECHNOLOGY ASSOCIATES, INC.	\$28,367.50
PRIMARY	Warrant	13983	04/12/2021	LORAIN COUNTY TREASURER	\$840.50
PRIMARY	Warrant	13984	04/12/2021	LORAIN COUNTY TREASURER	\$7,564.50
PRIMARY	Warrant	13985	04/12/2021	LORAIN COUNTY TREASURER	\$33.00
PRIMARY	Warrant	13986	04/16/2021	AABLE RENTS COMPANY	\$7,298.00
PRIMARY	Warrant	13987	04/16/2021	CITY OF LORAIN AUDITORS OFFICE	\$1.00
PRIMARY	Warrant	13988	04/16/2021	CITY OF LORAIN UTILITIES DEPT.	\$431.72
PRIMARY	Warrant	13989	04/16/2021	COLUMBIA GAS OF OHIO	\$496.98

LORAIN PORT AUTHORITY, LORAIN COUNTY

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Cleared Payments

UAN v2021.2

Reconciled Date 4/30/2021

Posted 5/4/2021 4:14:25 PM

Account	Type	Payment #	Post Date	Vendor / Payee	Amount
PRIMARY	Warrant	13990	04/16/2021	CORNERSTONE LANDSCAPING CO. INC.	\$14,311.25
PRIMARY	Warrant	13991	04/16/2021	HOME DEPOT CREDIT SERVICES	\$77.41
PRIMARY	Warrant	13993	04/16/2021	MURRAY RIDGE PRODUCTION CENTER	\$200.00
PRIMARY	Warrant	13994	04/16/2021	OHIO EDISON	\$149.74
PRIMARY	Warrant	13995	04/16/2021	ROMCO FIRE AND SAFETY	\$732.46
PRIMARY	Warrant	13996	04/16/2021	SQP	\$614.34
PRIMARY	Warrant	13997	04/16/2021	TREASURER OF STATE, AUDITOR	\$876.00
PRIMARY	Warrant	13998	04/16/2021	TRI-S CONTROL, INC.	\$236.20
PRIMARY	Warrant	13999	04/20/2021	AABLE RENTS COMPANY	\$3,360.00
PRIMARY	Warrant	14000	04/20/2021	CENTURYLINK	\$473.99
PRIMARY	Warrant	14001	04/20/2021	LUCAS PLUMBING & HEATING, INC.	\$2,202.13
PRIMARY	Warrant	14003	04/20/2021	SPECTRUM CONSULTING SERVICES, LLC	\$75.00
PRIMARY	Warrant	14004	04/21/2021	US BANK ONE CARD	\$864.30
					\$107,193.50

LORAIN PORT AUTHORITY, LORAIN COUNTY

5/4/2021 4:20:47 PM

Cleared Receipts

UAN v2021.2

Reconciled Date 4/30/2021

Posted 5/4/2021 4:14:25 PM

Account	Type	Ticket #	Receipt #	Post Date	Source	Amount
PRIMARY	Memo		20-2021	04/01/2021	LORAIN COUNTY AUDITOR - J. CRAIG SNODGRASS	\$80.89
PRIMARY	Standard		24-2021	04/01/2021	KELLEYS ISLAND FERRY BOAT LINES INC.	\$1,418.38
PRIMARY	Standard		23-2021	04/09/2021	Gov.Deals	\$30.00
PRIMARY	Standard		21-2021	04/16/2021	FALLS RIVER CONCERTS LLC	\$2,000.00
PRIMARY	Standard		22-2021	04/30/2021	LORAIN GROWTH CORP. CABOOSE ACCOUNT	\$1,000.00
						\$4,529.27

LORAIN PORT AUTHORITY, LORAIN COUNTY

Revenue Status

By Fund
As Of 4/30/2021

Fund: 1000 General

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
1000-110-0000	General Property Tax - Real Estate	\$828,036.00	\$400,688.85	\$427,347.15	48.390%
1000-490-0500	Other - Intergovernmental{ODNR Submerged Land Lease}	\$18,335.00	\$0.00	\$18,335.00	0.000%
1000-490-0800	Other - Intergovernmental{Miscellaneous}	\$0.00	\$4,268.15	-\$4,268.15	0.000%
1000-490-9000	Other - Intergovernmental{Homestead and Rollback}	\$0.00	\$47,782.87	-\$47,782.87	0.000%
1000-523-0000	Recreation Entry Fees	\$1,000.00	\$0.00	\$1,000.00	0.000%
1000-531-8500	Sale of Lots{Real Estate}	\$4,000.00	\$4,000.00	\$0.00	100.000%
1000-590-0100	Other - Charges for Services{Oasis Lease}	\$51,500.00	\$0.00	\$51,500.00	0.000%
1000-590-0600	Other - Charges for Services{Centurylink Leases}	\$1,500.00	\$0.00	\$1,500.00	0.000%
1000-590-0700	Other - Charges for Services{Black River Landing}	\$2,500.00	\$3,000.00	-\$500.00	120.000%
1000-590-2000	Other - Charges for Services{Economic Development}	\$10,000.00	\$3,500.00	\$6,500.00	35.000%
1000-590-4201	Other - Charges for Services{KIFBL}	\$283,884.40	\$151,827.96	\$132,056.44	53.482%
1000-590-7200	Other - Charges for Services{Lighthouse}	\$6,000.00	\$0.00	\$6,000.00	0.000%
1000-820-0000	Contributions and Donations	\$0.00	\$2,500.00	-\$2,500.00	0.000%
1000-891-0000	Other - Miscellaneous Operating	\$0.00	\$85.58	-\$85.58	0.000%
1000-892-0750	Other - Miscellaneous Non-Operating{Rockin' on the River}	\$10,000.00	\$0.00	\$10,000.00	0.000%
1000-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
1000-941-0000	Advances - In	\$0.00	\$0.00	\$0.00	0.000%
Fund 1000 Sub-Total:		\$1,216,755.40	\$617,653.41	\$599,101.99	50.762%

Fund: 2051 Paddling Enhancement Federal Grant

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2051-411-0000	Federal - Restricted	\$32,175.00	\$0.00	\$32,175.00	0.000%
2051-941-0000	Advances - In	\$0.00	\$32,175.00	\$0.00	0.000%
Fund 2051 Sub-Total:		\$32,175.00	\$32,175.00	\$32,175.00	100.000%

Revenue Status

By Fund
As Of 4/30/2021

Fund: 2061 Marine Patrol Program

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
2061-422-0000	State - Restricted	\$35,000.00	\$0.00	\$35,000.00	0.000%
2061-931-0000	Transfers - In	\$0.00	\$0.00	\$0.00	0.000%
2061-941-0000	Advances - In	\$0.00	\$0.00	\$0.00	0.000%
Fund 2061 Sub-Total:		\$35,000.00	\$0.00	\$35,000.00	0.000%

Fund: 4201 Grant Construction KIFBL

Account Code	Account Name	Final Budget	Revenue	Budget Balance	YTD % Received
4201-411-0000	Federal - Restricted	\$3,300,750.55	\$2,406,553.34	\$894,197.21	72.909%
4201-841-0000	Capital Contributions	\$2,702,715.12	\$781,833.79	\$1,920,881.33	28.928%
Fund 4201 Sub-Total:		\$6,003,465.67	\$3,188,387.13	\$2,815,078.54	53.109%
Report Total:		\$7,287,396.07	\$3,838,215.54	\$3,481,355.53	52.669%

LORAIN PORT AUTHORITY, LORAIN COUNTY

Appropriation Status

By Fund

As Of 4/30/2021

Fund: General
 Pooled Balance: \$877,640.16
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$877,640.16

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	\$500.00	\$0.00	\$0.00	\$500.00	0.000%
1000-310-349-7000	Other - Professional and Technical Services{Shuttle Boats}	\$0.00	\$0.00	\$7,000.00	\$700.00	\$0.00	\$6,300.00	0.000%
1000-310-391-7100	Dues and Fees{Ferry Boat}	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.000%
1000-310-490-7000	Other - Supplies and Materials{Shuttle Boats}	\$0.00	\$0.00	\$15,000.00	\$6,763.51	\$515.80	\$7,720.69	3.439%
1000-512-311-0000	Electricity	\$214.13	\$0.00	\$45,000.00	\$29,943.70	\$14,270.43	\$1,000.00	31.562%
1000-522-313-0000	Natural Gas	\$300.00	\$0.00	\$5,000.00	\$1,534.65	\$2,551.31	\$1,214.04	48.138%
1000-532-312-0000	Water and Sewage	\$650.00	\$0.72	\$18,000.00	\$14,984.00	\$1,665.28	\$2,000.00	8.929%
1000-735-132-0000	D Salaries - Administrator's Staff	\$2,041.14	\$0.00	\$240,500.00	\$5,050.62	\$69,307.99	\$168,182.53	28.576%
1000-735-132-2000	D Salaries - Administrator's Staff{Economic Development}	\$532.60	\$0.00	\$72,000.00	\$1,557.20	\$21,129.24	\$49,846.16	29.131%
1000-735-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$33,670.00	\$0.00	\$9,868.98	\$23,801.02	29.311%
1000-735-211-2000	D Ohio Public Employees Retirement System{Economic Developmen}	\$0.00	\$0.00	\$10,080.00	\$0.00	\$3,246.17	\$6,833.83	32.204%
1000-735-213-0000	D Medicare	\$0.00	\$0.00	\$3,487.25	\$0.00	\$767.50	\$2,719.75	22.009%
1000-735-213-2000	D Medicare{Economic Development}	\$0.00	\$0.00	\$1,044.00	\$0.00	\$260.00	\$784.00	24.904%
1000-735-221-0000	Medical/Hospitalization	\$0.00	\$0.00	\$80,126.00	\$60,093.90	\$20,031.30	\$0.80	25.000%
1000-735-221-2000	Medical/Hospitalization{Economic Development}	\$0.00	\$0.00	\$10,650.00	\$7,986.60	\$2,662.20	\$1.20	24.997%
1000-735-222-0000	Life Insurance	\$0.00	\$0.00	\$500.00	\$297.00	\$99.00	\$104.00	19.800%
1000-735-225-0000	D Workers' Compensation	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.000%
1000-735-228-0000	D Health Care Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
1000-735-229-0000	Other - Insurance Benefits	\$0.00	\$0.00	\$4,500.00	\$3,500.00	\$0.00	\$1,000.00	0.000%
1000-735-229-2000	Other - Insurance Benefits{Economic Development}	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	0.000%
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	\$5,000.00	\$1,200.00	\$0.00	\$3,800.00	0.000%
1000-735-252-2000	Travel and Transportation{Economic Development}	\$0.00	\$0.00	\$6,000.00	\$2,253.02	\$1,297.30	\$2,449.68	21.622%
1000-735-321-0000	Telephone	\$845.91	\$0.00	\$15,000.00	\$11,368.08	\$2,977.83	\$1,500.00	18.792%
1000-735-329-0000	Other-Communications, Printing & Advertising	\$81.95	\$0.00	\$30,000.00	\$23,854.43	\$2,733.96	\$3,493.56	9.088%
1000-735-329-2000	Other-Communications, Printing & Advertising{Economic Devel}	\$0.00	\$0.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.000%
1000-735-329-8000	Other-Communications, Printing & Advertising{Other Promotio}	\$0.00	\$0.00	\$4,000.00	\$0.00	\$1,801.99	\$2,198.01	45.050%

LORAIN PORT AUTHORITY, LORAIN COUNTY

Appropriation Status

By Fund

As Of 4/30/2021

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	\$3,311.73	\$1,472.88	\$583.36	27.438%
1000-735-330-6000	Rents and Leases{ODNR Lease}	\$36,005.00	\$1.68	\$36,005.00	\$36,005.00	\$36,003.32	\$0.00	49.999%
1000-735-330-6100	Rents and Leases{CORPS Engineer Lease}	\$0.00	\$0.00	\$16,843.00	\$15,000.00	\$0.00	\$1,843.00	0.000%
1000-735-341-2000	Accounting and Legal Fees{Economic Development}	\$0.00	\$0.00	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.000%
1000-735-342-0000	Auditing Services	\$635.50	\$0.00	\$0.00	\$0.00	\$635.50	\$0.00	100.000%
1000-735-343-0000	Uniform Accounting Network Fees	\$0.00	\$0.00	\$3,504.00	\$2,628.00	\$876.00	\$0.00	25.000%
1000-735-344-0000	D Tax Collection Fees	\$0.00	\$0.00	\$22,000.00	\$0.00	\$10,887.15	\$11,112.85	49.487%
1000-735-346-0000	Engineering Services	\$0.00	\$0.00	\$5,000.00	\$200.00	\$0.00	\$4,800.00	0.000%
1000-735-347-0000	Planning Consultants	\$0.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.000%
1000-735-347-2000	Planning Consultants{Economic Development}	\$793.75	\$793.75	\$25,000.00	\$12,500.00	\$2,500.00	\$10,000.00	10.000%
1000-735-349-0000	Other - Professional and Technical Services	\$0.00	\$0.00	\$22,500.00	\$0.00	\$0.00	\$22,500.00	0.000%
1000-735-353-0000	Liability Insurance Premiums	\$0.00	\$0.00	\$65,000.00	\$65,000.00	\$0.00	\$0.00	0.000%
1000-735-391-0000	Dues and Fees	\$56.87	\$0.00	\$8,000.00	\$1,893.49	\$5,196.88	\$966.50	64.502%
1000-735-391-2000	Dues and Fees{Economic Development}	\$0.00	\$0.00	\$6,000.00	\$550.00	\$129.00	\$5,321.00	2.150%
1000-735-410-0000	Office Supplies and Materials	\$256.89	\$0.00	\$4,996.00	\$2,935.49	\$727.85	\$1,589.55	13.856%
1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$4,522.90	\$19.50	\$175,000.00	\$117,587.34	\$42,595.19	\$19,320.87	23.729%
1000-735-431-5300	Repairs and Maintenance of Buildings and Land{GOOSE DOG}	\$39.95	\$0.00	\$1,500.00	\$748.04	\$91.92	\$699.99	5.969%
1000-745-342-0000	Auditing Services	\$0.00	\$0.00	\$10,000.00	\$9,676.00	\$0.00	\$324.00	0.000%
1000-745-342-2000	Auditing Services{Economic Development}	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.000%
1000-800-540-0000	Machinery, Equipment and Furniture	\$0.00	\$0.00	\$5,000.00	\$0.00	\$37.83	\$4,962.17	0.757%
1000-800-590-0000	Other - Capital Outlay	\$2,745.00	\$0.00	\$100,000.00	\$12,250.00	\$7,121.00	\$83,374.00	6.931%
1000-920-920-0000	D Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$32,175.00	\$0.00	0.000%
General Fund Total:		\$50,089.56	\$815.65	\$1,149,905.25	\$451,871.80	\$295,635.80	\$483,846.56	24.653%

Fund: Paddling Enhancement Federal Grant

Pooled Balance: \$17,863.75

Non-Pooled Balance: \$0.00

Total Cash Balance: \$17,863.75

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
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LORAIN PORT AUTHORITY, LORAIN COUNTY

Appropriation Status

By Fund

As Of 4/30/2021

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
2051-800-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$32,175.00	\$17,863.75	\$14,311.25	\$0.00	44.479%
2051-920-920-0000	D Advances - Out	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.000%
Paddling Enhancement Federal Grant Fund Total:		\$0.00	\$0.00	\$32,175.00	\$17,863.75	\$14,311.25	\$0.00	44.479%

Fund: Marine Patrol Program

Pooled Balance: \$83.52
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$83.52

Account Code	Account Name	Reserved for Encumbrance 12/31	Reserved for Encumbrance 12/31 Adjustment	Final Appropriation	Current Reserve for Encumbrance	YTD Expenditures	Unencumbered Balance	YTD % Expenditures
2061-110-132-0000	D Salaries - Administrator's Staff	\$0.00	\$0.00	\$18,450.00	\$0.00	\$0.00	\$18,450.00	0.000%
2061-110-211-0000	D Ohio Public Employees Retirement System	\$0.00	\$0.00	\$2,583.00	\$0.00	\$0.00	\$2,583.00	0.000%
2061-110-213-0000	D Medicare	\$0.00	\$0.00	\$267.53	\$0.00	\$0.00	\$267.53	0.000%
2061-110-225-0000	D Workers' Compensation	\$0.00	\$0.00	\$575.64	\$0.00	\$0.00	\$575.64	0.000%
2061-110-270-0000	Uniforms and Clothing	\$0.00	\$0.00	\$678.00	\$0.00	\$0.00	\$678.00	0.000%
2061-110-353-0000	Liability Insurance Premiums	\$0.00	\$0.00	\$5,500.00	\$0.00	\$0.00	\$5,500.00	0.000%
2061-110-400-0000	Supplies and Materials	\$0.00	\$0.00	\$2,224.35	\$0.00	\$0.00	\$2,224.35	0.000%
2061-110-433-0000	Repairs and Maintenance of Motor Vehicles	\$0.00	\$0.00	\$4,805.00	\$0.00	\$0.00	\$4,805.00	0.000%
2061-110-440-0000	Small Tools and Minor Equipment	\$110.00	\$0.00	\$0.00	\$0.00	\$110.00	\$0.00	100.000%
Marine Patrol Program Fund Total:		\$110.00	\$0.00	\$35,083.52	\$0.00	\$110.00	\$35,083.52	0.313%

Fund: Grant Construction KIFBL

Pooled Balance: \$0.04
 Non-Pooled Balance: \$0.00
 Total Cash Balance: \$0.04

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
4201-800-346-0000	Engineering Services	\$0.00	\$0.00	\$101,360.00	\$72,992.50	\$28,367.50	\$0.00	27.987%

Report reflects selected information.

LORAIN PORT AUTHORITY, LORAIN COUNTY

Appropriation Status

By Fund

As Of 4/30/2021

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
4201-800-391-0000	Dues and Fees	\$0.00	\$0.00	\$283,884.40	\$132,056.44	\$151,827.96	\$0.00	53.482%
4201-800-590-0000	Other - Capital Outlay	\$0.00	\$0.00	\$5,618,221.31	\$2,610,029.64	\$3,008,191.67	\$0.00	53.543%
	Grant Construction KIFBL Fund Total:	\$0.00	\$0.00	\$6,003,465.71	\$2,815,078.58	\$3,188,387.13	\$0.00	53.109%
	Report Total:	\$50,199.56	\$815.65	\$7,220,629.48	\$3,284,814.13	\$3,498,444.18	\$518,930.08	48.122%

LORAIN PORT AUTHORITY, LORAIN COUNTY

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Payment Listing

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April 2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
67-2021	04/09/2021	03/31/2021	EP	THOMAS E BROWN	\$2,358.62	C
68-2021	04/09/2021	03/31/2021	EP	KELSEY LEAH LEYVA	\$839.32	C
69-2021	04/09/2021	03/31/2021	EP	TIFFANY A MCCLELLAND	\$2,049.15	C
70-2021	04/09/2021	03/31/2021	EP	IDA YVONNE SMITH	\$1,578.12	C
71-2021	04/09/2021	03/31/2021	EP	LYNETTE E. VAN WAGNEN	\$441.11	C
73-2021	04/09/2021	03/31/2021	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$700.00	C
76-2021	04/06/2021	04/01/2021	EW	US TREASURY	\$2,735.66	C
77-2021	04/06/2021	04/01/2021	EW	OHIO TREASURER OF STATE	\$502.03	C
78-2021	04/06/2021	04/01/2021	EW	CITY OF LORAIN DEPT. OF TAXATION	\$584.32	C
79-2021	04/01/2021	04/01/2021	CH	LORAIN PORT AUTHORITY	\$1,418.38	C
80-2021	04/14/2021	04/12/2021	EP	MICHAEL E. BROSKY	\$811.91	C
82-2021	04/15/2021	04/15/2021	EW	OHIO PUBLIC EMPLOYEES RETIREMENT S	\$5,639.39	C
83-2021	04/15/2021	04/16/2021	CH	HUNTINGTON NATIONAL BANK	\$157.29	C
84-2021	04/23/2021	04/19/2021	EP	THOMAS E BROWN	\$2,358.62	C
85-2021	04/23/2021	04/19/2021	EP	KELSEY LEAH LEYVA	\$839.32	C
86-2021	04/23/2021	04/19/2021	EP	TIFFANY A MCCLELLAND	\$2,049.15	C
87-2021	04/23/2021	04/19/2021	EP	IDA YVONNE SMITH	\$1,578.12	C
88-2021	04/23/2021	04/19/2021	EP	LYNETTE E. VAN WAGNEN	\$568.60	C
90-2021	04/23/2021	04/23/2021	EW	OHIO PUBLIC EMPLOYEES DEFERRED	\$700.00	C
13982	04/01/2021	04/01/2021	AW	TECHNOLOGY ASSOCIATES, INC.	\$28,367.50	C
13983	04/12/2021	04/12/2021	WH	LORAIN COUNTY TREASURER	\$840.50	C
13984	04/12/2021	04/12/2021	AW	LORAIN COUNTY TREASURER	\$7,564.50	C
13985	04/12/2021	04/12/2021	AW	LORAIN COUNTY TREASURER	\$33.00	C
13986	04/16/2021	04/16/2021	AW	AABLE RENTS COMPANY	\$7,298.00	C
13987	04/16/2021	04/16/2021	AW	CITY OF LORAIN AUDITORS OFFICE	\$1.00	C
13988	04/16/2021	04/16/2021	AW	CITY OF LORAIN UTILITIES DEPT.	\$431.72	C
13989	04/16/2021	04/16/2021	AW	COLUMBIA GAS OF OHIO	\$496.98	C
13990	04/16/2021	04/16/2021	AW	CORNERSTONE LANDSCAPING CO. INC.	\$14,311.25	C
13991	04/16/2021	04/16/2021	AW	HOME DEPOT CREDIT SERVICES	\$77.41	C
13992	04/16/2021	04/16/2021	AW	MTC HORTICULTUREAL SERVICES LLC	\$9,050.63	O
13993	04/16/2021	04/16/2021	AW	MURRAY RIDGE PRODUCTION CENTER	\$200.00	C
13994	04/16/2021	04/16/2021	AW	OHIO EDISON	\$149.74	C
13995	04/16/2021	04/16/2021	AW	ROMCO FIRE AND SAFETY	\$732.46	C
13996	04/16/2021	04/16/2021	AW	SQP	\$614.34	C
13997	04/16/2021	04/16/2021	AW	TREASURER OF STATE, AUDITOR	\$876.00	C
13998	04/16/2021	04/16/2021	AW	TRI-S CONTROL, INC.	\$236.20	C
13999	04/20/2021	04/20/2021	AW	AABLE RENTS COMPANY	\$3,360.00	C
14000	04/20/2021	04/20/2021	AW	CENTURYLINK	\$473.99	C
14001	04/20/2021	04/20/2021	AW	LUCAS PLUMBING & HEATING, INC.	\$2,202.13	C
14002	04/20/2021	04/20/2021	AW	MTC HORTICULTUREAL SERVICES LLC	\$6,816.25	O
14003	04/20/2021	04/20/2021	AW	SPECTRUM CONSULTING SERVICES, LLC	\$75.00	C
14004	04/21/2021	04/21/2021	AW	US BANK ONE CARD	\$864.30	C
14005	04/30/2021	04/30/2021	AW	BEST TOOL LLC	\$250.00	O
14006	04/30/2021	04/30/2021	AW	Ernie's Towing	\$300.00	O
14007	04/30/2021	04/30/2021	AW	JAN-PRO CLEANING SYSTEMS	\$272.00	O
14008	04/30/2021	04/30/2021	AW	LUCAS PLUMBING & HEATING, INC.	\$980.00	O

Payment Listing

April 2021

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
14009	04/30/2021	04/30/2021	AW	OHIO EDISON	\$2,313.62	O
14010	04/30/2021	04/30/2021	AW	SPECTRUM CONSULTING SERVICES, LLC	\$30.00	O
Total Payments:					\$117,127.63	
Total Conversion Vouchers:					\$0.00	
Total Less Conversion Vouchers:					\$117,127.63	

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 Status
 Year 2021

Purchase Order #	Type	Issue Date	Transaction Date	Expire Date	Vendor	Status	Account Code	Account Name	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance	
110-2021	PO Regular	04/01/2021	04/01/2021		ROMCO FIRE AND SAFETY	O								
Purpose:		Fifth 10 lb. extinguisher at the Train Station needs recharged; Single 10 lb. extinguisher in Ferry Terminal Building Mechanical Room needs 6-yr maintenance and recharge.												
							1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$165.00	\$90.59	\$0.00	\$0.00	\$74.41	
									PO Total:	\$165.00	\$90.59	\$0.00	\$0.00	\$74.41
111-2021	PO Regular	04/01/2021	04/01/2021		ZELEK FLOWER SHOP, INC.	O								
Purpose:		Arrangement to Tiffany McClelland for the passing of her grandmother.												
							1000-735-329-0000	Other-Communications, Printing & Advertising	\$76.90	\$0.00	\$0.00	\$0.00	\$76.90	
									PO Total:	\$76.90	\$0.00	\$0.00	\$0.00	\$76.90
112-2021	PO Regular	04/05/2021	04/05/2021		TRI-S CONTROL, INC.	O								
Purpose:		SERVICE NEEDED ON OFFICE CAMERA SYSTEM TO REESTABLISH ONLINE USER PORTAL												
							1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$250.00	\$236.20	\$0.00	\$0.00	\$13.80	
									PO Total:	\$250.00	\$236.20	\$0.00	\$0.00	\$13.80
113-2021	PO Regular	04/06/2021	04/06/2021		SOUTH SHORE DREDGE & DOCK, INC.	O								
Purpose:		Set and remove Lorain Port Authority buoys (2021)												
							1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$5,200.00	\$0.00	\$0.00	\$0.00	\$5,200.00	
									PO Total:	\$5,200.00	\$0.00	\$0.00	\$0.00	\$5,200.00
114-2021	PO Regular	04/06/2021	04/06/2021		SOUTH SHORE DREDGE & DOCK, INC.	O								
Purpose:		Set and remove floating dock at Black River Landing (2021)												
							1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$5,200.00	\$0.00	\$0.00	\$0.00	\$5,200.00	
									PO Total:	\$5,200.00	\$0.00	\$0.00	\$0.00	\$5,200.00
115-2021	PO Regular	04/06/2021	04/06/2021		SOUTH SHORE DREDGE & DOCK, INC.	O								
Purpose:		Annual maintenance and repair of Lorain Port Authority buoys (2021)												
							1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00	
									PO Total:	\$2,000.00	\$0.00	\$0.00	\$0.00	\$2,000.00
118-2021	PO Regular	04/13/2021	04/13/2021		LUCAS PLUMBING & HEATING, INC.	O								
Purpose:		Malfunctioning yard hydrant on the south east side of the midway pavilions at Black River Landing needs replaced.												
							1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$980.00	\$980.00	\$0.00	\$0.00	\$0.00	
									PO Total:	\$980.00	\$980.00	\$0.00	\$0.00	\$0.00
119-2021	PO Regular	04/15/2021	04/15/2021		THE MORNING JOURNAL	O								
Purpose:		Full-page advertisement in the Black River Celebration Tab in The Morning Journal newspaper.												
							1000-735-329-0000	Other-Communications, Printing & Advertising	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	
									PO Total:	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00

LORAIN PORT AUTHORITY, LORAIN COUNTY
Purchase Order Status
 Year 2021

Purchase Order #	Type	Issue Date	Transaction Date	Expire Date	Vendor	Status	Account Code	Account Name	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance
120-2021	PO Then and Now	04/15/2021	04/15/2021		FISCHER & ASSOCIATES	O							
Purpose:		Archectural review of the NE stage tent anchor foundations. As the tent was being installed this amchor foundation looked deterioratd.											
							1000-735-346-0000	Engineering Services	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
PO Total:									\$200.00	\$0.00	\$0.00	\$0.00	\$200.00
121-2021	PO Regular	04/15/2021	04/15/2021		Ruhlin Company	O							
Purpose:		Repair of NE stage anchor foundation at Black River Landing.											
							1000-800-590-0000	Other - Capital Outlay	\$12,250.00	\$0.00	\$0.00	\$0.00	\$12,250.00
PO Total:									\$12,250.00	\$0.00	\$0.00	\$0.00	\$12,250.00
123-2021	PO Regular	04/16/2021	04/16/2021		TREE PRO LANDCLEARING & TREE CARE, IN	O							
Purpose:		Cut down & haul away the scrub trees and overgroth along the hill at Lakeside Landing.											
							1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$3,800.00	\$0.00	\$0.00	\$0.00	\$3,800.00
PO Total:									\$3,800.00	\$0.00	\$0.00	\$0.00	\$3,800.00
124-2021	PO Regular	04/19/2021	04/19/2021		TREASURER OF STATE, AUDITOR	O							
Purpose:		Auditing services for 2020.											
							1000-745-342-0000	Auditing Services	\$9,676.00	\$1,578.50	\$0.00	\$0.00	\$8,097.50
PO Total:									\$9,676.00	\$1,578.50	\$0.00	\$0.00	\$8,097.50
125-2021	PO Regular	04/19/2021	04/19/2021		Ernie's Towing	O							
Purpose:		Pick up and deliver new trash cans for our sites.											
							1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$200.00	\$200.00	\$0.00	\$0.00	\$0.00
PO Total:									\$200.00	\$200.00	\$0.00	\$0.00	\$0.00
126-2021	PO Regular	04/19/2021	04/19/2021		SPECTRUM CONSULTING SERVICES, LLC	O							
Purpose:		Individually wrapped snack wrap boxes for the Captain Training Sessions on Monday, April 19 and Wednesday, April 21.											
							1000-735-329-0000	Other-Communications, Printing & Advertising	\$30.00	\$30.00	\$0.00	\$0.00	\$0.00
PO Total:									\$30.00	\$30.00	\$0.00	\$0.00	\$0.00
127-2021	PO Regular	04/20/2021	04/20/2021		BEST TOOL LLC	O							
Purpose:		Unload the new trash cans.											
							1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$250.00	\$250.00	\$0.00	\$0.00	\$0.00
PO Total:									\$250.00	\$250.00	\$0.00	\$0.00	\$0.00
128-2021	PO Regular	04/20/2021	04/20/2021		Ernie's Towing	O							
Purpose:		Additional trip required to retrieve the new trash cans.											
							1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00
PO Total:									\$100.00	\$100.00	\$0.00	\$0.00	\$0.00

LORAIN PORT AUTHORITY, LORAIN COUNTY
Purchase Order Status
 Year 2021

Purchase Order #	Type	Issue Date	Transaction Date	Expire Date	Vendor	Status	Account Code	Account Name	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance	
129-2021	PO Regular	04/20/2021	04/20/2021		SPECTRUM CONSULTING SERVICES, LLC	O								
Purpose:		Snacks for board meetings.												
							1000-735-329-0000	Other-Communications, Printing & Advertising	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	
									PO Total:	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
130-2021	PO Regular	04/20/2021	04/20/2021		CORNERSTONE LANDSCAPING CO. INC.	O								
Purpose:		Change order for a 24' gangway instead of a 12' gangway due to decrease water levels in the Black River.												
							2051-800-590-0000	Other - Capital Outlay	\$3,449.00	\$0.00	\$0.00	\$0.00	\$3,449.00	
									PO Total:	\$3,449.00	\$0.00	\$0.00	\$0.00	\$3,449.00
131-2021	PO Regular	04/20/2021	04/20/2021		Maintenance Systems of Northern Ohio	O								
Purpose:		Riverside Park parking lot re-striping as a part of the ODNR Paddle Enhancement Grant and ADA Kayak/Canoe Launch installation project.												
							1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$296.50	\$296.50	\$0.00	\$0.00	\$0.00	
							2051-800-590-0000	Other - Capital Outlay	\$103.50	\$103.50	\$0.00	\$0.00	\$0.00	
									PO Total:	\$400.00	\$400.00	\$0.00	\$0.00	\$0.00
135-2021	PO Regular	04/21/2021	04/21/2021		TREASURER OF STATE, AUDITOR	O								
Purpose:		UAN Fees												
							1000-735-343-0000	Uniform Accounting Network Fees	\$456.00	\$0.00	\$0.00	\$0.00	\$456.00	
									PO Total:	\$456.00	\$0.00	\$0.00	\$0.00	\$456.00
136-2021	PO Regular	04/21/2021	04/21/2021		BEAVER PARK MARINA	O								
Purpose:		New batteries needed for the Pride of Lorain and Lady Charleston shuttle boats.												
							1000-310-349-7000	Other - Professional and Technical Services(Shuttle Boats)	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	
									PO Total:	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00
137-2021	PO Regular	04/21/2021	04/21/2021		US BANK ONE CARD	O								
Purpose:		Delta.com: Connecting flight to Louisiana for two passengers for the Kelleys Island Ferry Boat Line Project												
							1000-735-252-2000	Travel and Transportation(Economic Development)	\$532.80	\$0.00	\$0.00	\$0.00	\$532.80	
									PO Total:	\$532.80	\$0.00	\$0.00	\$0.00	\$532.80
138-2021	PO Regular	04/28/2021	04/28/2021		Eye Appeal Landscaping	O								
Purpose:		Installation of the new trash cans.												
							1000-735-431-0000	Repairs and Maintenance of Buildings and Land	\$2,280.00	\$0.00	\$0.00	\$0.00	\$2,280.00	
									PO Total:	\$2,280.00	\$0.00	\$0.00	\$0.00	\$2,280.00
139-2021	PO Regular	04/29/2021	04/29/2021		US BANK ONE CARD	O								
Purpose:		Quality Inn: Lodging May 4, 2021 for Kelley's Island Ferry Boat Build Project site visit.												
							1000-735-252-2000	Travel and Transportation(Economic Development)	\$253.00	\$0.00	\$0.00	\$0.00	\$253.00	
									PO Total:	\$253.00	\$0.00	\$0.00	\$0.00	\$253.00

LORAIN PORT AUTHORITY, LORAIN COUNTY
Purchase Order Status
 Year 2021

Purchase Order #	Type	Issue Date	Transaction Date	Expire Date	Vendor	Status	Account Code	Account Name	Amount Encumbered	Amount Charged	Amount Adjusted	Amount Overspent	Available Balance	
140-2021	PO Regular	04/29/2021	04/29/2021		US BANK ONE CARD	O								
Purpose:		Car Rental 8 & Thrifty: rent car for Kelley's Island Ferry Boat Build Project site visit May 4 - 5, 2021.												
							1000-735-252-2000	Travel and Transportation(Economic Development)	\$222.06	\$0.00	\$0.00	\$0.00	\$222.06	
									PO Total:	\$222.06	\$0.00	\$0.00	\$0.00	\$222.06
141-2021	PO Regular	04/29/2021	04/29/2021		THOMAS BROWN	O								
Purpose:		Meal & incidental per diem for KIFBL site visit May 4 & 5, 2021.												
							1000-735-252-2000	Travel and Transportation(Economic Development)	\$106.50	\$106.50	\$0.00	\$0.00	\$0.00	
									PO Total:	\$106.50	\$106.50	\$0.00	\$0.00	\$0.00
142-2021	PO Regular	04/29/2021	04/29/2021		TIFFANY MCELLAND	O								
Purpose:		Meal & Incidental per diem May 4 & 5, 2021 for Kelley's Island Ferry Boat Build Project site visit.												
							1000-735-252-2000	Travel and Transportation(Economic Development)	\$106.50	\$106.50	\$0.00	\$0.00	\$0.00	
									PO Total:	\$106.50	\$106.50	\$0.00	\$0.00	\$0.00
									Total for selected purchase orders:	\$49,783.76	\$4,078.29	\$0.00	\$0.00	\$45,705.47

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

RESOLUTION NO. 2021-__**A RESOLUTION TO APPROVE AN ADVANCEMENT OF FUNDS FROM THE GENERAL FUND TO A SPECIAL REVENUE MARINE PATROL FUND.**

WHEREAS, the Lorain Port Authority has entered into an agreement with the Ohio Department of Natural Resources Division of Parks and Watercraft for the operation of the 2021 Marine Patrol Program, and

WHEREAS, this Special Revenue Fund may require advances up to \$_____ due to the fact that grant funds will not become available until after June 30, 2021. Repayment of this advancement will be repaid from the Special Revenue Marine Patrol Fund by December 31, 2021.

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

SECTION I. That the advancement of funds pertaining to the amendment is hereby approved and that the Executive Director or his Designee is hereby authorized to advance funds from the General Fund to the Special Revenue (Marine Patrol) Fund (affirmative majority vote required).

SECTION II. That pursuant to the budget amendment and appropriation of funds, the Executive Director or his Designee is also authorized to request an amended Certificate of Estimated Resources from the County Auditor.

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