



319 Black River Lane  
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[lorainportauthority.com](http://lorainportauthority.com)

DATE: August 27, 2021  
TO: Board of Directors  
FROM: Jeff Zellers, Chairman, Contract Management Committee  
SUBJECT: Meeting Notice

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Please be advised that a Contract Management Committee Meeting has been scheduled for 5:00 p.m. on

Thursday, September 2, 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**  
Contract Management Committee Meeting  
Thursday, September 2, 2021, at 5:00 p.m.  
Port Offices

**AGENDA**

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- I. Roll Call
- II. Disposition of Meeting Minutes
  - A. February 11, 2020, Contract Management Committee Meeting
  - B. December 8, 2020, Contract Management Committee Meeting
  - C. February 9, 2021, Contract Management Committee Meeting
- III. Report of Chairman
  - A. Stage Project Presentation by Clark and Post
  - B. Discussion
- IV. Other Business
- V. Adjournment

**Lorain Port Authority**  
**CONTRACT MANAGEMENT COMMITTEE MEETING**  
**Tuesday, February 11, 2020 at 6:00 p.m.**  
**Port Offices**

**Committee:** Messrs. Kuszniir, Nielsen (6:18 p.m.), Sommers, Zellers and Zgonc

**Board Members:** Mr. Mullins (6:04), Mr. Bansek and Mrs. Cook (6:52 p.m.)

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

**Guests:** None.

**I. Roll Call**

- A. The committee meeting was called to order at 6:00 p.m. by Chairman Jeff Zellers. Roll call indicated a quorum present.

**II. Disposition of Meeting Minutes**

- A. May 14, 2019, Contract Management Committee Meeting: Without question, Mr. Sommers moved to approve the minutes. Second by Mr. Zgonc. Motion carried.

**III. Report of Chairman**

- A. Kelley's Island Ferry Boat Line Construction Contract: Ms. McClelland said she's been working on the construction contract the last year or more just to get to the point of signing. Thoma-Sea Marine Constructors submitted the lowest and best bid to us last year in July. We then entered contract negotiations between the shipyard, ourselves, ODOT and Federal Highways. She said there are a lot of moving pieces with this project. ODOT has signed off on the document as is and the shipyard is ready to sign. Kelley's Island has also given their approval. Mr. Mike Brosky has been intimately involved in the process. Ms. McClelland said she is now asking for our board's approval. If approved tonight, then we finish up putting escrow money into an account tomorrow. Encumbered money at

the federal level will be allocated in the next 48-hours and they should be able to start construction by the end of the week. Ms. McClelland then opened the floor to questions. Mr. Zellers asked about the different contracts involved. Ms. McClelland said part of the construction contract includes three addendums, including the request for bid, the technical specifications from the engineering firm and the proposed bid submitted by the shipyard. All of that makes up the construction agreement between Port and Thoma-Sea Marine. Mr. Zellers asked who we have contracts with? Ms. McClelland said we have two other contracts in place related to this project and this is the fourth. The first is with Kelley's Island. The second is with ODOT to administer the federal funds. The third agreement was with TAI Technology and Associates Inc. They are the marine engineering firm that put together the technical specifications before we went out to bid. They will also do a technical review during the build process. They'll be intimately involved through the year-long build process and will be the engineer on site with us. Mr. Zellers asked about how the money flows? Ms. McClelland said there are two pots of money. One pot is federal funds from Federal Highways and is in ODOT's hands. The second pot of money is going into an escrow, which is the local match. The total is a little over \$7 million. Of that, \$4.72 million in federal dollars is held by ODOT and being pulled down by Mrs. Smith. The second pot is an escrow account that Mrs. Smith will have access to in order to make payments. The payments go by the milestones that are outlined in the contract and it's an 80/20 split. Ms. McClelland said the first payment is from the escrow account, which is the local money. Mr. Zellers asked where the money for the escrow account was currently? Ms. McClelland said it's in a bank waiting to be put into the escrow. Mr. Zellers asked if we paid the ship builders directly? Ms. McClelland said any money that comes out of the escrow, Mrs. Smith will have access to draw down and make a payment directly to the shipyard. Any money from the federal government, Mrs. Smith will submit a request to ODOT and ODOT will pay

the shipyard directly. Mr. Zgonc confirmed we would submit the 5 percent deposit. Ms. McClelland said based on the milestone payments, the first is 5 percent to the shipyard and a 5 percent payment to the Port for our services. Mrs. Smith said a portal is set up and ODOT will provide a form to fill out. Everything will be on one page describing what's federal and what's from escrow, and once it's approved ODOT will pay their portion and we pay the other portion from the escrow account. Mr. Zgonc asked if we're submitting a 5 percent deposit? Ms. McClelland said the Port isn't paying for anything. Every dollar for the project will come from the Federal Highway dollars and the local match by Kelley's Island. The escrow account is all Kelley's Island's money. Mr. Zellers said as he read it, he understands we, the Port Authority, are obligated to pay the contract value. He asked what happens if money is held up or Kelley's Island doesn't pay? Ms. McClelland said the agreement is between the Port and the shipyard, but that's why there's an escrow account being setup. Once the money is in the account, Kelley's Island no longer has access to it. Mr. Zellers asked how much was in escrow? Ms. McClelland said more than \$3 million is in escrow. Kelley's Island can't touch that money until the project is complete. Mrs. Smith is the only one with access to it. Mr. Zellers said there isn't language in the contract about the money not coming from the Port. He is concerned the Port could be held responsible to pay for the project. Ms. McClelland said there is a separate agreement with Kelley's Island protecting us. It says that Kelley's Island is obligated to pay anything beyond the federal dollars. Mr. Zellers wants to know what happens if the money doesn't come. Mr. Brown said the federal government allocated the \$4.72 million. Mr. Zellers asked about the other \$3 million? Ms. McClelland said the escrow account will have the entire match before the contract is executed. Mr. Zellers said he is still concerned the contract doesn't mention the payments being contingent on if we get the money, and in a timely manner. Mr. Brown said he's not sure we can do that. We never touch the federal funds. We're the submit a

request and they directly pay. Mr. Zellers said this contract doesn't say that. Mr. Brown said that's why there are several contracts. Mrs. Smith said we'll get an invoice, we'll send ODOT a document to approve explaining the split and then they pay their portion directly and we pay the escrow part. Mr. Zellers said he doesn't doubt the payment structure of it works out. But what if it doesn't? He suggested adding language explaining payments are contingent on money being in the escrow account. Ms. McClelland said Mr. Mike Brosky would have to be the one to add any language. Mr. Brown said this federal grant is the same as the city getting a fire truck. You submit a request for payment. The only difference is this is staggered payments instead of one payment. The federal dollars were originally allocated in 2008. Mrs. Smith said this set up is just like the pier project. The first payment takes a little while, but after that it's a quick turnaround. It's like a bank account. Mr. Zellers said he just wants language included in the contract that says payments are contingent on the Port getting the dollars. He understands how the money flows. Ms. McClelland said she would talk to Mr. Brosky. Mr. Zellers asked what happens if Thoma-Sea defaults or goes out of business? A bond is mentioned, but what else? Ms. McClelland said they submitted a bid bond and a performance bond. Those are our fallbacks. Mr. Zellers said normally there is additional language about performance bonds. Ms. McClelland said that's another question for Mr. Brosky. Mr. Zellers said there are a lot of federal requirements – who is approving all of that? Ms. McClelland said we'll work with the consultant on those. The 20-pages is of requirements is non-negotiable and has to be included. Along the way for the reporting and payments, we have to guarantee certain standards must be met before we can pay. Mr. Sommers confirmed the marine engineer would be helping us. Ms. McClelland said yes, and we would be submitting the reports. Mr. Zellers said in his line of work he has a whole department for that. Mr. Brown said that would also be Thoma-Sea's responsibility. Mr. Zellers said we have to approve it, though. We have to

follow up. How much is the consultant going to engage in that? Ms. McClelland said the paperwork aspect would be on the staff. The consultant would answer the industry specific questions. Mrs. Smith said Ms. McClelland will also travel to see the vessel and speak with the builders. Mr. Zellers said the warranty section is all over the board. Do we know what the manufacturer warranty is on the parts? And what about the 5-year extended warranty for the engine and gears? Mr. Bansek said based on his experience, there are third parties involved, and he is confident they are aware of the warranties and products they're using. Ms. McClelland said one example is the propulsion units, the third party is guaranteeing their manufacturing warranty. And there is an additional warranty overall for the build of the boat from delivery date as well through Thoma-Sea. Mr. Zellers asked is this is the price from the ship builder? Ms. McClelland said yes, this is the fixed build price. Mr. Zellers asked if this would be the final contract? Ms. McClelland said we signed a preliminary pre-construction agreement with TAI, and we'll need another one for TAI to offer their construction assistance services. The other contracts we've had in place for about a year. Mr. Zgonc asked what the current contract with TAI is for? Ms. McClelland said it's about \$134,000 contract for them to create the scope of work for the bid because we needed technical specifications. We had an additional \$24,000 contract with TAI to build out the estimate for the vessel. We still need an additional contract for the year of engineering oversight for the build of the vessel. Mr. Zgonc mentioned Article 55 and asked that the committee review it when it happens. Three months after construction begins and every July thereafter, if there is that length of time on the project. Mr. Zgonc asked what the contract with TAI will cost? Ms. McClelland said it will cost \$175,000 and Kelley's Island pays for everything. Mr. Zellers asked if Kelley's Island has made all of the payments to date. Ms. McClelland said yes. Everything flows though us and Kelley's Island is not allowed to directly contract with anyone. Mr. Zgonc asked about the duration of the

project. Mr. Brown said one year. Ms. McClelland said worst case scenario is just over a year. Mr. Zellers is looking forward to hearing from Mr. Brosky. Mr. Mullins asked for clarification. Mr. Zellers wants to know how this agreement ties into the other agreements in place, and to add additional language about the money flow. Mr. Brown said each agreement tackles a different item and the current contract is for the build of the vessel. We're just the conduit. Ms. McClelland said the agreement with ODOT is included as an exhibit attachment. Mr. Nielsen asked who wrote the contract. Ms. McClelland said Mr. Brosky. All other entities involved approved it. Mr. Brown said Ms. McClelland has worked 100s of hours on this project. Ms. McClelland said Mr. Brosky wrote the contract alongside TAI for the technical expertise. They also signed off on the contract, too. Mr. Brown suggested moving on with the agenda and then coming back if Mr. Brosky comes. At 6:52 p.m. Mr. Brosky arrived, and Mr. Zellers expressed his concern about our obligation to pay the \$7.7 million. He asked about including language to mention the different entities providing the funding. Mr. Brosky said the match has to be in before we sign the contract. Mr. Zellers said he doesn't want to obligate the port to monies not fulfilled. Mr. Brosky said he could add a clause. Ms. McClelland asked Mr. Brosky if he thought the change would require approval by the shipyard and ODOT? He said he didn't think ODOT would need to reapprove it. Mr. Mullins asked about representing the contract to all entities, how long that would take and if it could affect the project timeline? Ms. McClelland said in theory she would send it out as soon as tomorrow, but there could be a delay. Mr. Zellers asked how familiar the shipyard was with this type of project. Ms. McClelland said Thoma-Sea is very clear with the setup of a federal-build project. She's less worried about the shipyard and is more worried about ODOT. Mr. Zellers asked about the performance bond and insurance requirements. Mr. Brown asked if the other agreements cover us? Mr. Brosky said Thoma-Sea is not a party to either of those other contracts. We have protection with



Kelley's Island and ODOT, but not as much with the builder. Mr. Zellers is looking for 100% security. Mr. Mullins asked how long it could take? Ms. McClelland said any changes might add a week. It just depends. Mr. Zgonc asked if the shipyard is expecting the contract? Ms. McClelland said they know it's being presented, so they hoped it would pass for escrow to start tomorrow and be ready to go by Friday. Mr. Brosky said he could add the language on Thursday. Mr. Zellers said he wants an insurance section, too, and what we're looking for with the bond. Mr. Brosky said the bond information is attached in Exhibit C. We would be covered if they go out of business. At the very minimum, Mr. Zellers wants language added about the funding and the insurance. Mr. Sommers moved to recommend the contract to the full board with the recommended changes/additions by Mr. Brosky. Mr. Zellers seconded. Roll call vote as follows: Mr. Kuszniir nay, Mr. Nielsen nay, Mr. Sommers aye, Mr. Zellers aye, Mr. Zgonc nay. Motion failed. Mr. Kuszniir moved to send the contract to the full board as to form. Mr. Zgonc seconded. Roll call vote as follows: Mr. Kuszniir aye, Mr. Nielsen aye, Mr. Sommers nay, Mr. Zellers nay, Mr. Zgonc aye. Motion carried.

- B.** AAble Rents 2020 Stage Top Installation, Removal and Storage: Mr. Brown said we've used AAble Rents for years now to install, remove and store the stage top. We are getting the shell top repaired to get a few additional years out of it. All total, the three contracts exceed the \$10,000 threshold. Mr. Zellers asked if we've always used them? Mr. Brown said no, it used to be Parties to Go, but they didn't have the equipment and no longer wanted to do it. AAble Rents has done the job the last three years and we're happy. Mr. Zellers asked about the possibility of a multi-year deal? Mr. Brown said the tough part is the industry changes and they weren't willing to submit a multi-year contract. Mr. Zellers asked how the price compared to last year and Mr. Brown said it was very close. When we used Parties to Go in the past, we would have to contract with other companies to install the railing. AAble Rents does it all, and they retention

it. Ms. Leyva said they're also very responsive. The increase in price compared to last year is \$1,720. She explained AAble Rents included additional workers for the install. Last year, they only planned for six workers and they ended up needing nine. Other changes include slight increases in labor and fuel costs. Mr. Zellers asked if Mr. Brown can talk to AAble Rents about a set price. Mr. Brown said he would ask. Mr. Zgonc moved to recommend to the full board the approval of the stage top proposals. Mr. Kuszniir seconded. Motion carried. Mr. Brown said he'll report back any updates and request a motion if needed.

- C.** Murray Ridge Production Center 2020 Litter Control Contract: Mr. Brown said this is another contract annual contract that teeters on the \$10,000 threshold. When we program in extra hours, the contract exceeds \$10,000. This year we're in a learning phase with Oasis Marinas at Port Lorain. He anticipates the contract potentially being reduced but we're learning with Oasis this year and we want to have the flexibility to keep a pulse on it. What we can do if Oasis is picking up and we don't need cleanup as much on the pier, we can reprogram them to this site. We want them to have a greater presence by the stage. Mr. Bob Earley's crew clean late after concerts, so we have Murray Ridge coming on Mondays to ensure the area is clean. Mr. Sommers moved to recommend to the full board the approval of the contract. Second by Mr. Zgonc. Motion carried.
- D.** 2020 Shuttle Boat Captain Agreement: Mr. Brown said Ms. Leyva is taking the lead on this project. We learned last year without Mr. Scott Ross as a lead captain, scheduling was hit and miss. We're simplifying things this year and all scheduling will go through Ms. Leyva. We are eliminating the "lead captain" position. We compete with Cleveland Metro Parks and other shuttle boat operations that pay captains \$25-30 per hour. Instead of the lead captain making \$22 and regular captains making \$20 per hour, we are requesting everyone receive the \$22 rate. We hope to take away some of the confusion surrounding scheduling. Mr. Brown said it is a modest increase. He said it's a little under the market, but our captains

don't punch a time clock and we include the time it takes to clean, prep, and put away the boat. We also have a 4-hour minimum shift policy. Mr. Zellers asked for clarification about the increase. Mr. Brown explained it would be a \$2 increase for all non-lead captains. Mr. Zgonc confirmed those were the only changes from last year. Mr. Brown said yes. Mr. Kuszniir moved to recommend to the full board the approval of the contract. Second by Mr. Sommers. Motion carried.

- E.** 2020 Lighthouse Tours Agreement: Mr. Brown said this is 99% the same contract as the last two years. They will not have a trailer at Oasis Marinas at Port Lorain this year. Oasis is offering them a space and is working with the Lighthouse Foundation directly. Mr. Brown explained the main difference is the time limit for private events. In the past, we charge a certain amount for 2 hours and then additional fees per additional half hour. The foundation has asked us to increase the base time to 3 hours to allow them greater flexibility. They struggle with trying to offer a price break to some groups and then end up losing money. Ms. Leyva said she looked into the affect increasing the time limit would have on us financially and it was minimal. She clarified the amount is contingent on how many trips run. Mr. Brown said if we run more Private Lighthouse Tours, we generate more revenue. He thinks this is a no brainer. Mr. Bansek agreed it's a no brainer. Mr. Zgonc moved to recommend approval to the full board. Second by Mr. Kuszniir. Motion carried.

#### **IV. Other Business**

- A.** None.

#### **V. Adjournment**

- A.** There being no further business to come before the Contract Management Committee, Mr. Kuszniir moved to adjourn. Second by Mr. Sommers. The motion carried, and the meeting adjourned at 7:08 p.m.

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Jeff Zellers, Chairman

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Tom Brown, Executive Director

**Lorain Port and Finance Authority  
Board of Directors  
Contract Management Committee Meeting  
Zoom  
Tuesday, December 8, 2020, at 6:30 p.m.**

**Committee Members:** Messrs. Kusznr, Nielsen, Sommers, Zellers and Zgonc

**Board of Directors:** Messrs. Bansek, Davila, Mullins and Veard (6:50 p.m.)

**Staff:** Tom Brown, Executive Director  
Tiffany McClelland, Economic Development Director  
Yvonne Smith, Accountant  
Kelsey Leyva-Smith, Office Manager  
Michael Brosky, Esq., Attorney (6:55 p.m.)

**Guests:** Stephanie Moore-Koscho, LoCo 'Yaks

**I. Roll Call**

**A.** The meeting was called to order at 6:36 p.m. by Chairman Jeff Zellers with roll call indicating a quorum present.

**II. Disposition of Meeting Minutes**

**A.** November 11, 2020, Contract Management Committee Meeting: Accidentally left out of board packet. Minutes held until next meeting.

**III. Report of Chairman**

**A. Chairman**

**1.** ADA Accessible Kayak/Canoe Launch Proposals: Mr. Zellers turned the floor over to Mrs. Leyva-Smith. She explained this is related to the ODNR Division of Parks and Watercraft Paddle Enhancement Grant we received earlier this year. In August we entered into an agreement with ODNR, and tonight's conversation is about selecting the company to install the ADA accessible launch. Three different companies responded. Mrs. Leyva-Smith said Mrs. Moore-Koscho has updates to share as BoardSafe Docks submitted a new proposal, and Diamond Waterfronts updated theirs as well. Mrs. Moore-Koscho said the Diamond Waterfronts proposal now has a flip-flopped configuration, so the rollers are adjacent to the wall. This will allow for empty

floating dock space for other paddlers to use, meaning there are other ways to launch in addition to the ADA option. Even with the It's almost the same price, which is within the grant amount. She knows their EZ Dock product and has used them in various locations. The Metro Parks has them in a few of their locations. Findley State Park has the same system and they're easy to use. Mrs. Moore-Koscho compared the set-up to big plastic puzzle pieces that snap together with rubber couplings. You can change the layout over time or add pieces to it and manipulate it how you want it. As for the BoardSafe Dock company, they sent an updated proposal and were able to flip the roller system is next to the wall. They also added a section of floating dock so more than one person could be launching at the same time. Both systems are now very similar other than the way they're constructed. Both quotes are similar in price as well. Mrs. Moore-Koscho said the third quote from Aquatic Custom Services is also an EZ Dock system. Their proposal included no drawing or schematic and only listed the recommended parts. She said the contact at Diamond Waterfronts explained Aquatic Custom Services is the southern Ohio EZ Dock representative, meaning they can't sell to our area. Mr. Zellers confirmed Diamond Waterfronts uses the EZ Dock system. Mrs. Leyva-Smith said yes. Mr. Zellers asked what Mrs. Moore-Koscho recommended. Mrs. Moore-Koscho said she recommended Diamond Waterfronts with the EZ Dock, especially considering the ability to change and add to it over time as needed. It will also be lighter and easier to take out of the water at the end of the season. Additionally, it's a more familiar product. Mr. Zellers said between the two EZ Dock distributors, there is a \$4,300 difference in the proposal amounts. Are we sure Aquatic Custom Services can't sell to Lorain, OH? Mrs. Moore-Koscho said she didn't talk to Aquatic Custom Services about that directly. She reviewed their part list, but she's not sure why the price is so different. Aquatic may be proposing a different setup than Diamond Waterfronts. Mr. Sommers asked if there was a local person we could talk to? Mrs. Moore-Koscho said she can call the representative from Aquatic to clarify their ability to sell to northeast Ohio. Mr. Zellers confirmed the

BoardSafe Dock proposal was also different from their initial submission. Mrs. Moore-Koscho said yes, they added a section of floating dock, so the price is now \$28,400 with shipping and installation. Mr. Zellers said the EZ Dock proposals are both the same size, and the BoardSafe Dock proposal's floating dock is just a little smaller with their update. The BoardSafe configuration also has a narrower ramp of 4-feet instead of 5-feet like the EZ Dock system. Mr. Kuszniir asked if ODNR has a preferred vendor? Mrs. Leyva-Smith said the grant representative said it was entirely up to our preference and at our discretion. Mrs. Moore-Koscho said EZ Dock is an older company that's been around for about 10 years and BoardSafe is less well-known. Mr. Zellers asked about the total grant amount. Mrs. Leyva-Smith said the grant is for \$32,175 and includes signage. In our grant application, \$28,700 was dedicated to the launch itself. Mr. Zellers said both EZ Dock proposals have four posts going into the river floor for added stability. Mrs. Moore-Koscho said the initial EZ Dock proposal submitted with the grant application did not include the note about needing a penetrable mud bottom and a water depth of less than 5 feet. She said she explained to Diamond Waterfronts there is a good chance for a water depth of more than 5 feet. Last year they discussed attaching poles to the steel wall so the floating dock could go up and down with the water level. Mr. Nielsen asked if either company has their product in a state park currently, and if so who? Mrs. Moore-Koscho said the area kayak launches she is aware of are all EZ Dock. Mr. Nielsen said that shows it's a tried and true system to use. Mr. Mullins said he knows of a Metro Parks EZ dock in the area he's launched a kayak from in the past. He asked if additional funds were needed from the Port for the project? Mrs. Leyva-Smith said no. The grant includes \$28,700 for the launch and more than \$500 for signage. Mr. Zellers said he wants to know why there is a difference of \$4,300 between the two EZ Dock proposals. Mr. Nielsen said if other groups in the area are using the EZ Dock system he thinks that's the one we should go with. Mr. Zellers recommended a Zoom call with Diamond Waterfronts and Aquatic Custom Services to ask a few

more questions and make sure we're comparing apples to apples. Mr. Kuszniir asked if there was a time constraint? Mrs. Leyva-Smith said the project must be completed by June 30, 2021. She said the only holdup would be related to submitting a permit application to the US Army Corps of Engineers. We have to approve the kayak launch proposal in order to submit it with the USACE permit application. Mr. Zellers asked if an approval in January would give us enough time to get everything done. Mrs. Leyva-Smith said yes, the timing should be okay. Permit applications typically take about 60 days, and the weather likely won't break until April anyways. Mrs. Moore-Koscho agreed and believes having a grand opening in May would be a feasible goal. Mr. Sommers said he agreed having a Zoom meeting is a good idea. Mr. Zellers, Mr. Sommers, Mr. Bansek and Mrs. Moore-Koscho said they would all like to attend the Zoom meeting. Mrs. Leyva-Smith said she would send out information once the Zoom meetings are scheduled.

2. 2021 Litter Control Contract: Mrs. Leyva-Smith said she works with Mr. Bob Pando from Murray Ridge Production Center for the annual litter pick-up service at our sites. The 2021 contract is identical to the 2020 contract. She said she did inquire about a multi-year contract, but unfortunately Mr. Pando didn't respond prior to tonight's meeting. The total contract, including extra service hours, is \$10,240. Mr. Sommer moved to recommend to the full board the approval of the contract. Mr. Kuszniir seconded. Motion carried.
3. 2021 Lighthouse Tour Agreement: Mrs. Leyva-Smith said this contract is also very similar to the 2020 version. The only change made to the contract the previous year was that all trips were billed at \$300 for the first three hours and \$50 for every additional hour. Mrs. Leyva-Smith said her only request this year is to move the start date of the contract. Sometimes the Lighthouse Foundation schedules tours for early May, and we run into issues were weather isn't nice enough for maintenance work to be completed or weather isn't nice enough to transport the vessels to the marina. She recommended wither May 15 or June 1 as the start date. Mr. Sommers suggested May 15 as the contract term start date. Mr. Sommers moved to recommend to the full

board the approval of the contract with the start date amended to May 15, 2021. Second by Mr. Zellers. Motion Carried.

**IV. Other Business**

A. None.

**V. Adjournment**

A. There being no further business to come before the board, Mr. Sommers moved to adjourn. Second by Mr. Nielsen. Meeting adjourned at 7:08 p.m.

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Jeff Zellers, Chairman

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Tom Brown, Executive Director



**Lorain Port and Finance Authority**  
**Board of Directors**  
**Contract Management Committee Meeting**  
**Zoom**  
**Tuesday, February 9, 2021, at 6:00 p.m.**

**Committee Members:** Messrs. Kuszniir, Nielsen, Sommers, Zellers and Zgonc

**Board of Directors:** Messrs. Bansek, Mullins, Scott and Veard

**Staff:** Tom Brown, Executive Director  
Tiffany McClelland, Economic Development Director  
Yvonne Smith, Accountant  
Kelsey Leyva-Smith, Office Manager  
Mike Brosky, Attorney (6:58 p.m.)

**Guests:** Stephanie Moore-Koscho, LoCo 'Yaks  
Judge Mark Mihok, Lorain Municipal Court (6:50 p.m.)

**I. Roll Call**

A. The meeting was called to order at 6:02 p.m. by Chairman Jeff Zellers with roll call indicating a quorum present.

**II. Disposition of Meeting Minutes**

A. November 11, 2020, Contract Management Committee Meeting: Without question, Mr. Zgonc moved to approve the meeting minutes. Second by Mr. Sommers. Motion carried.

**III. Report of Chairman**

**A. Chairman**

1. AAble Rents Stage Top Proposals: Mr. Brown stated it is relatively the same contract as the last multiple years. There is a \$465.00 difference (increase) in the Contract this year for .15 per square foot storage. Mr. Brown asked for board support. Mrs. Leyva-Smith stated it is for the stage top, arms and other pieces parts they store for us. Mr. Zellers clarified the length of the contract, of going out three years. Mr. Brown said this is only for one year. We did the repairs to the tent last year, which should last four to five years. We will go year to year on this because of their price

changes, gas prices, labor, etc. Also, we rolled in the tightening of the stage top after two weeks of installation, which will be their responsibility. Mr. Zellers asked about increases over the years. Mr. Brown said it is pretty consistent. Mr. Zellers asked about Covid-19 restrictions. Mr. Brown said we will keep a pulse on things. Last year, we really thought we would have more events. If Covid-19 numbers get worse again and we do not think we have approval for concerts, we will save that money. Mr. Zgonc said there was \$3,300.00 last year. Kelsey Leyva-Smith said the first step is cleaning, install, remove, clean it, and storage. She also said the .15 per square foot is new. The \$465.00 would be for the canvas itself. Mr. Mullins said we have bid this out before and no one comes close to or is able to do it. Mr. Nielsen moved to recommend approval to the full board. Second by Mr. Sommers. Motion carried. Mr. Brown further stated the Contract will be reviewed in the morning for a comparison to last year's price for storage.

2. LoCo 'Yaks Sublease Agreement 2021-2023: Mr. Brown said Steph and Rob from LoCo 'Yaks are in attendance. In 2016, we entered into an agreement for them to occupy the steel building at Riverside Park. It was renewed a couple of times for \$1 per year provided they started the kayak business, litter clean up, furnish reports, pay utilities, start to build the business. Expired December 31, 2020. Where we are at now, this is a 3-year lease, renewable each year. We have the paddle enhancement grant, which should drive more business to that site. It is difficult to launch with variable water levels. More of a retail and open place with the new launch. One consideration is the lease amount has always been the dollar amount. We cleaned up the flaws and structural errors. Attachment of the city ordinance that prohibits certain things for 2021 and includes a map that delineates the lease area with the launch facility, too. Mr. Zellers asked about the rent. Mr. Brown said he thinks it is a conversation. We have expenses from the park. The launch changes the dynamic down there with having launch hours. The grant guidance is attached to the

lease, which requires regular hours, too. They will operate based on weather conditions. The grant implies we will be open for business. Mr. Mullins inquired about changes that they have made. Mr. Brown turned the floor over to Mr. and Mrs. Koscho. Mrs. Koscho said not a lot of changes inside. Inside the building they opened up the sliding barn door to get kayaks easily in and out. They also added a desk from Arkinetics when they closed. With it changing to a business from an office space we ordered 14 more, so 34 kayaks for the summer. There is no room in the building. Even the ones in the building are stacked all over machining it dangerous for staff. They would like the outdoor storage unit, which is the shipping container. Riverside Park is not the most inviting, she said. She thinks having a presence will make a difference. They took out the weeds and want to plant a pollinator garden. That will be around the container, too. They plan to paint it white to match building as required by the ordinance or a beautiful mural coordinated with Lorain FireFish to hopefully bring more people. They will have full-time staff. We plan to be open 5-days a week, maybe 7 days a week. Last year they were booked solid Thursday through Sunday. last year. Monday night paddle events, but we did not offer rentals for it last year. Those will launch from Riverside Park this year. Thursday-Monday having full-time hours. Closed Tuesday and Wednesday. She said they want to pay rent as well. Last year it was a per-launch fee. They are open to suggestions from the Board. Percentage of sales or monthly fee would be the choices. She suggested \$60-\$80 per month paying all year. She opened to questions. Mr. Brown added the city reached out to us about container. They will not accept the permit application until our board approves and not get a refund as no refunds at the city level. If approved, we can send out renditions. There are questions about the location, too. There may need to be a variance at the city level. But it needs to be on a driveway, and we cannot really do that there. ODOT also wants some property for bridge access. We have to be aware it may need moved in the future. Mrs.

Koscho said it would need moved six inches to be behind building. May need another camera and they are hoping it is in the right spot once inspected. With the lease, adding on the dock area and launch to the leasing area, insurance premium may go up significantly if we include the dock and the new adaptive launch boardwalk. Mr. Brown said the old map had the dock. Mr. Brown said some was included in case they launched from there. He said the map is a copy just updated. Mrs. Koscho said the launch, to cover it, that's almost \$30,000 worth of equipment so it will increase the premium. Mr. Zgonc asked about the size of the container. Mrs. Koscho said it is the normal 40 ft x 8 ½ ft. Mr. Mullins asked if they purchased it. She said they purchased it. There are 4 x 4's underneath it. Mr. Mullins asked if they have done a revenue forecast. She said they expect at least the same as last year because of the increase of kayaks, but it is weather dependent. Location has to be taken into consideration. It is really hard to forecast. A basic report of the sales from 2020, part of June, July, August and one week in Sept, taxable sales tax \$36,735, paid \$2,500 in Lorain County taxes and Oasis charged \$1 per boat launched fee. Mr. Mullins asked about number of employees. Mrs. Koscho said there were 2 full-time employees last year. This year they hope to start with 4, maybe 5 eventually. There are posted consistent hours. Minimum of Thursday-Monday, depending on weather. They post when they close for weather. Mr. Zellers asked if the container and lease were separate issues. Mr. Brown said he believed so under Section 2 of the Lease Agreement. Mr. Zellers asked what happens if the city does not approve the container. Mrs. Koscho said that's a tough question. They do not know where else to put 34 kayaks. She is not sure what direction they would take if they cannot have the container, they need to be safe. Mr. Zellers asked about the insurance. Mr. Brown said we have copies of their insurance certificates have been provided. Insurance will include the launch facilities. Mr. Zellers asked about bathrooms. Mrs. Koscho said they have bathrooms in the building and then there is the facility by the

boat launch, handicap accessible also. They pay electric, water, and gas. Mr. Zellers asked about landscaping. Mr. Brown said we handle Riverside Park, and they handle around the building. Mr. Zellers asked about waste removal. Mr. Brown said we pay Murray Ridge for litter clean up and the lease includes help from LoCo' Yaks with the litter. That could save us some money. Mrs. Koscho said because of the pandemic they did not have their big clean up last year or this year. There will be a reward system for cleaning up garbage with Downtown Lorain businesses. Mr. Zellers asked about a dumpster. Mrs. Koscho said they do not really need one yet. Right now, they can use the one at the boat ramp. Mr. Sommers asked about the timetable with the city for the container? Mr. Brown said they are essentially waiting on us and then he will contact Mr. Kliener. Mr. Zellers asked how many kayaks they expect to launch in a year. Mrs. Koscho said last year with 20 kayaks in the livery and using 14 and launching 4 days a week, they launched about 1,000 kayaks. That was with a late start to the season. They did not get to start until late June through Labor Day Weekend. The weather is too iffy after that. They expect a minimum of 1,000 launches this year. If weather is good, they could do as many as 2,000 phrased as a rental. Mrs. Koscho mentioned the grant language and not conflicting with the requirements or as a per rental. Mr. Mullins recommended going with \$80 per month. They are employing more people for the City of Lorain. Mrs. Koscho thanked Mr. Mullins. Mr. Sommers said we could see how the year goes and adjust if needed. Mr. Zgonc suggested the LoCo 'Yaks come up with a reasonable amount based on the unknowns and approve the lease as presented with negotiations pending. Mr. Brown clarified Mr. Zgonc's suggestion by stating accept the dollar per year and come back in March and make that presentation. Mr. Sommers said on the contract, page 8, Rick Novak's name is in there. That needs corrected. Mr. Sommers moved to approve the lease with negations to take place on rent. Mr. Zgonc seconded. Motion carried.

- a. Shipping Container Approval: Mr. Zgonc moved to approve the shipping/storage container, providing city and state approvals are met. Second by Mr. Sommers. Motion carried.
  - b. Lease Agreement. Mr. Sommers moved to approve the Lease and take to the full Board at tonight's meeting. Seconded by Mr. Zgonc. Motion carried.
3. Financial Advisor Agreement: Ms. McClelland said this is an agreement for our financial advisor. We have had one on retainer for the last 10-15 years to execute business deals. This contract, which is the same as the last two (2) years. \$15,000.00 payable monthly. We keep them on retainer for any of our financial transactions. For example, a bond deal. We work with Brian at Baker Tilly for his expertise. It has been a great relationship. Brian is an asset to us. We will do this year by year. They have agreed to have a three-year deal. Renewable yearly. \$15,000 per year, payable monthly. Want to be prepared for any transactions coming forward. She expects a few projects this year. Mr. Brown said we are very happy and have gotten great service. Internally, he and Ms. McClelland debated if we could handle more in house, but they want to stick with it for now, another year. We have to stop trying to do financial transactions ourselves and need to call our expert. Mr. Zellers asked if we are utilizing them as much as we should? Ms. McClelland said yes, that was this firm specifically. She does not talk about them much, but anything complex we need them. She does not talk about them as much as we utilize them here in the office. Mr. Zellers said he sees us utilizing them more and more. He likes that our plan is to use them more and that the financial advisor has expertise. Mr. Kuszniir moved to recommend the Professional Service Agreement with Baker Tilly to the full board. Second by Mr. Nielsen. Motion carried.

#### **IV. Other Business**

- A. Ms. McClelland said she wanted to mention the Kelley's Island change order. Really what that means is in some aspect there is a variance from the contract. This is just something that happens while building. A cost goes up,

or an operator wants something different. We have processed two change orders so far, but she expects a few more. Needs to charge a fee on the change orders. The first was \$22,000. Second was \$42,000 tacking an extra 5% charge. It's not a large amount, but it is extra money. I am asking for a motion for change orders \$50,000 and under, no fee. We are asking for pennies, we are getting a fair fee and not a lot of change orders, Kelley's Island is the operator that has to put forth the fee. Mr. Zellers asked if there was a pushback. Ms. McClelland said yes. Mr. Brown said the last change order was \$42,000. Ms. McClelland said on the last change order, Kelley's Island said the engineer should have paid but they did it to avoid losing more time. She thinks they are a good partner, and she wants to keep it the same. Mr. Mullins asked how long it takes to make a change order. Ms. McClelland said it has been very smooth. A little bit of work, but the past change order was completed all in a 24-hour period. Mr. Sommers said he sees that as a reputational thing, too. We will make those fees up elsewhere. No other change orders discussed as of today. Mr. Zellers thinks it is somewhat of a bad precedent by waiving the fee. He said he is in support of waiving the fee because it was our consultant who may have had some culpability in not catching it to begin with. But in general, he feels we should follow the contract and get our 5 percent on top of that. Mr. Brown said he thinks that is fair. Mr. Brown said we will put under his report at the full Board.

## **V. Adjournment**

- A.** There being no further business to come before the board, Mr. Zgonc moved to adjourn. Second by Mr. Zellers. Meeting adjourned at 7:03 p.m.

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Jeff Zellers, Chairman

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Tom Brown, Executive Director