

CONTRACT MANAGEMENT COMMITTEE MEETING
Lorain Port Authority
Tuesday, September 5, 2017

Committee: Ms. Carr (left at 9:10 a.m.); Messrs. Kuszniir, Zellers and Zgonc (8:50 a.m.)

Board Members: None

Staff: Tom Brown, Executive Director
Yvonne Smith, Accountant (9:05 a.m.)
Tiffany McClelland, Economic Development Specialist
Kelsey Leyva, Office Manager

I. Roll Call

- A. The committee meeting was called to order at 8:38 a.m. by Vice Chairman Jeff Zellers. Roll call indicated a quorum present. Chairman Alan Zgonc arrived at 8:50 a.m.

II. Disposition of Meeting Minutes

- A. The minutes of the April 11, 2017, Contract Management Committee Meeting were presented for approval. Ms. Carr moved to accept the minutes. Support by Mr. Zellers. Motion carried.

III. Report of Chairman

- A. Landscape Contract: Mr. Brown said Brian Kyles is trying very hard, but our sites aren't where they should be. It's not due to lack of effort as the company is very receptive when we present them with our concerns. Mr. Brown said the lawn is fine but landscaping is subpar at best. The Port has the option to renew the contract or rebid this fall. Mr. Brown begged the committee to consider a 2-to-3-year term contract with a different company. By the time company is trained, Mr. Brown said Brian Kyles might be where we need them to be, but he doesn't believe they have the manpower or capacity to maintain our sites. Mr. Zellers asked about the option to extend. Ms. McClelland said a one-year option is built in, but she agrees with Mr. Brown and thinks the new firm isn't meeting expectations. Brian Kyles wasn't the lowest bidder, and the staff has had multiple

conversations about what needs done, but their staff and capacity won't allow them to live up to our expectations. Although they're always trying their best to keep up and fix what we ask them to, Ms. McClelland said the company was honest about underbidding the project. She doesn't see the one-year renewal as an option at this point. Ms. Carr said if they underbid, then they're only going to put in so much effort because they're losing money. Ms. McClelland said Brian Kyles explained just cutting the grass takes longer than they anticipated. Ms. McClelland said she would like to go back out for proposals and change it to a 2-to-3-year term contract. Ms. Carr said her concern is signing a contract with another new company who hasn't worked our sites before, being locked in and then they provide subpar work. She said we would then have to reach an agreement to get out of the contract and be in the same boat again. Ms. Carr then suggested going for 3-year contract with a 1-year guarantee and the option to enter an extra 2 years if we are satisfied. Mr. Brown said he open to suggestions as far as how the contract is structured. He said as both a board member and as the executive director he has noticed the board tends to think someone else better is out there. His concern is getting to year two and then the board wanting to go out for bids again. Ms. Carr said the board tries to be a good steward with available funds, so we test the market every two to three years to ensure we're getting a good deal. Mr. Brown said the Port thought we would get what we needed with Brian Kyles and it just didn't happen. Ms. Carr said that's why we look for the lowest and the best bid. Ms. McClelland said she believed the focus might have been more so on the lowest bid these past couple of years. Mr. Zellers asked if there was any objection to a three-year contract with one-year intervals to renew. Ms. Carr said she'd be more willing to do a three-year contract with a one-year guarantee and then the option to renew for two years if we're happy. Mr. Zellers said he was somewhat weary of working with a small business because they have a chance of being bought out by someone else. He said it sounds like we're in agreement for

the three years. Mr. Brown said we somewhat set a trap because we went with the same company for several years before going to out to bid again and by then everyone knew what the going rate was and started coming in lower. Mr. Zellers asked if it made any sense to split our properties between contractors. Ms. McClelland said she wasn't sure if that was attempted in the past. Ms. Carr said that was tried previously and didn't quite work. Ms. McClelland said we used to separate lawn maintenance and landscaping but in recent years the two areas were combined for a better price. Ms. Carr said when the site was first constructed we used to go to local, smaller outfits and they could never keep up with the work. She said there were several complaints and it was a nightmare. Then one year we switched to larger companies and they provided better work on the site. Ms. Carr said she believes that's the direction we need to be looking in. She said to make sure we get some of those companies to bid because they are a lot more efficient and cost effective and we likely won't have to harass them about the site. Mr. Zellers asked if the bidding would be a one or two step process. He said he wouldn't mind looking at the Request for Proposals to ensure it covers all we need and communicates it effectively. Mr. Zgonc asked if the larger companies were invited into the office. Ms. McClelland said she requires interested companies to attend a mandatory pre-bid walkthrough and gives a presentation regarding all of our sites. Ms. Carr said she doesn't want to make the proposal process more difficult than it needs to be and hates knocking out companies based on technicalities. Ms. McClelland asked if a company is more incentivized to give a better price if they know they have the possibility of two more years if they have a successful first year. Ms. Carr said companies will be less likely to underbid because they know there's a possibility of additional years if they do good work. They won't want to be locked in at an underbid price for two or three years. Ms. Carr moved to recommend pursuing a three-year lawn maintenance contract with one-year renewal options to the board. Mr. Zellers seconded the motion. Motion passed.

Mr. Zgonc asked how many companies typically respond to our request. Ms. McClelland said two years ago about 11 companies submitted bid packets. This is when we went out for full bids. Last year we went out for proposals, so there was no advertising. It was sent to about the top five companies from the previous year. Mr. Zellers recommended identifying the top five companies or so that we want to respond and reaching out to them personally.

- B.** L.E.D. Light Project: Mr. Brown said a company recently completed an assessment and there seems to be a great opportunity to save some money. He explained he would like to go out for bids or proposals to install L.E.D. lights. The project would cost around \$100,000. Mr. Brown said he thinks the cost savings will be there. Mr. Zellers said there are possibilities to find finance incentives for some of it. Mr. Zeller said he would get a sample proposal to Ms. McClelland this week. Looking at our maintenance and energy costs, Mr. Brown said it's a no brainer. We had a few broken fixtures repaired and replaced with L.E.D. lights and they look great. Mr. Zgonc asked Mr. Zellers to explain some of the possible financing opportunities. Mr. Zellers said he's not sure what utilities are doing with outside L.E.D. lighting, but there could be some. Mr. Brown said we applied for a double rebate. It's about an \$18,000 rebate we would get from First Energy. Firelands Electric provided preliminary assessment. Mr. Brown explained it's a rebate that comes back once the project is complete. I can come back to the board or the contractor. It offsets the total bill. Mr. Zellers moved to proceed with the L.E.D. Light Project. Ms. Carr seconded the motion. Motion passed.
- C.** Spitzer Marina Contract: Mr. Zgonc said he believed this contract was coming up in the next few months. Mr. Brown said the topic was taken off the agenda, but we are starting to do research. It's going to be a lengthy process so it's good we're starting now. The contract is up in 2019. We'll probably go out for proposals next year. Mr. Brown said our end looks pretty good but the leased end is beginning to look worn and tired. We

might need some fresh energy and going out for proposals could do that. He thinks it may get competitive and that there are interested parties out there. Mr. Zgonc asked if anyone has inquired about the contract. Ms. Carr said part of the problem right now might be the people running the marina aren't exactly experts at running a marina. We might be better off if we seek some out and reach out to them. Mr. Brown said we won't know until we go out for bids, but people may not know how this works or that the lease is coming up. Mr. Brown and Ms. Carr agree there hasn't been enough investment into the site.

- D. Jet Express Contract: Mr. Brown said we're in season nine of the original agreement with the Jet Express and we have seven seasons left. He said it's not perfect. Our initial anticipation and dream was to have daily service out of Lorain. It didn't work and we now know it won't work. Mr. Brown said he thinks we need to circle back and figure out how to market this a little differently. He believes people are becoming less likely to purchase tickets beforehand due to the advances in technology, but we have to maintain the service in some capacity. Mr. Brown said he's interested in meeting with Lance and Todd, who are with the Jet Express. He believes we need to get creative and get the vessel here more often at a lower cost to us. They've done very well with the vessel, and we helped foster that, but the original goal was a daily service in Lorain. He believes there are ways to have the boat here more often. Mr. Brown said his goal is to have a schedule worked up by December and present it to the Jet Express. Ms. Carr said her issue has always been that she doesn't think we market it well enough. She thinks we may need a professional to help us determine how to best market it. Some people still don't understand the reason for the price difference between here and Port Clinton, or that we offer free parking and other amenities. Mr. Brown said the biggest factor is weather and it's tough leaving from Lorain. It's an hour with clean seas and the Jet simply can't make it here with 8-10-foot waves. Since we can't do daily trips, we really market the Jet trips we do offer, but if we sell a lot of tickets

and the trip is called for weather it can be a PR nightmare. He said he's not sure what the answer is, and we were late with the schedule this year which is on us, but he's noticed people often wait until the last two days to purchase tickets. He understands we don't want to take a \$4,000 gamble. Our hopes are to negotiate, get the schedule on the Jet Express site, hope the weather cooperates and create some events. The island cruise typically does very well as do the Browns games. Mr. Zellers said he'd like to be able to review the contract and see what we would like to change. He believes the committee could be more helpful then. Ms. Carr said we need to know what target we're aiming at first. Mr. Brown said we have to determine our comfort level. Is that \$20,000 a year to make sure the Jet is here a certain number of times? Or have we invested enough? Ms. Carr said we may have to bite the bullet to create the synergy and get people to realize this is here. We have to have consistency. Mr. Brown provided the example of our river tours and the decision to only cancel due to weather. This has benefited us because most tours have a decent number of passengers or are full. There are a lot of other reasons too, but the consistency has helped. Mr. Zgonc said he'd also like to read the contract. Ms. McClelland said she included the original and the changes in the board packet. Mr. Zellers said this is the perfect time to start talking about the Jet contract. Mr. Brown said he'd love to come up with a way to sell \$25 tickets. The profit wouldn't be there, but we'd be more likely to fill the vessel. It's time for us to get just as creative so when we go to them we're prepared. Ms. McClelland said she's noticed a dramatic increase in pricing from the Jet in recent years. She agrees with Mr. Brown and believes there is room for negotiation. Mr. Zgonc, Mr. Zellers and MR. Kusznr all expressed interest in attending the meeting.

- E. 2018 Fireworks Display:** Ms. McClelland said in the board packet she included a general overview of what the proposal looks like when we go out asking for proposals from fireworks companies. We've already agreed on the date, Wednesday, July 4, 2018. The only thing from last year that

may change this year is the amount. We typically do \$20,000. This year we did \$21,000 due to a donation from the Lorain County Metro Parks. Ms. McClelland said she plans to reach out and see if they are planning to make the same commitment. She said we'll likely go out for proposals soon, especially since we picked the actual holiday for the display date. Mr. Zellers asked if it would make sense to do a three-year contract with renewal options. Ms. McClelland said that would certainly make it easier on the staff. She said last year American Fireworks did our Fourth of July show. Other companies have come out in the past and viewed the site. We received one other proposal last year other than American. Mr. Zgonc suggested determining who does the fireworks for Kelleys Island because he said they did a phenomenal show. Mrs. Smith said to keep in mind contracts can't go past the duration of the levy. We might need to talk with Mr. Michael Brosky, just to ensure we use the right language. Mr. Zellers moved to go out for a three-year contract with one-year intervals. Mr. Kuszniir seconded the motion. Motion carried.

- F. Snow Removal: Mr. Zellers asked why snow removal wasn't in the landscape contract. He recommended combining those in order to streamline the process. Ms. McClelland asked if we would have that done in time to combine the items for this season. Mr. Zellers and Mr. Zgonc said it might be tight. Ms. McClelland said snow removal is typically a \$2,500 contract. We've used Excel Management in recent years. Mr. Zellers asked if we're happy. Ms. McClelland said yes and mentioned the company has already sent a proposal for this coming winter with the same price as last year. They also offer to lock in pricing for three years. Mr. Zellers moved to continue with Excel Management this year's snow removal at the price of \$2,500. Mr. Kuszniir seconded the motion. Motion carried. The landscape contract for 2018 will include snow removal. Mrs. Smith inquired about the timing of the landscape contract because typically the grounds maintenance contract is from January 1 through December and our snow removal contract is usually from around

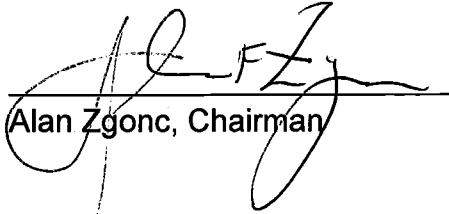
November to March. Mr. Brown said we can nuisance that later when we prepare the RFP. He said it would be great to consolidate, but if not it won't be that big of a deal.

IV. Other Business

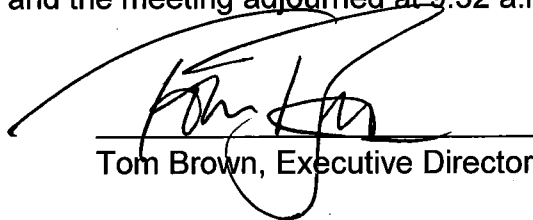
- A. Mr. Zgonc asked if we had a contract with the canvas company on 28th Street. Mr. Brown said that project was finished on the city's end and he told the company to contact old Republic. We never received insurance to finish the conveyance. Mr. Brown said he'd make some phone calls this week because he hasn't heard back in a while.

V. Adjournment

- A. There being no further business to come before the Contract Management Committee, Mr. Zellers moved to adjourn. Mr. Kuszniir seconded the motion. The motion carried and the meeting adjourned at 9:32 a.m.



Alan Zgonc, Chairman



Tom Brown, Executive Director