



## **CITY OF AVON LAKE**

150 Avon Belden Road  
Avon Lake, Ohio 44012

## **VOTING ORDER**

J. Fenderbosch  
A. Gentry  
D. Kos  
M. O'Donnell  
R. Shahmir  
K. Zuber  
Z. Arnold

The following business is to be considered at the regular meeting of the Avon Lake City Council on January 22, 2024, at 7 p.m. in the Council Chamber.

### **Pledge of Allegiance**

**Roll Call:** Mr. Arnold, Mrs. Fenderbosch, Ms. Gentry, Mr. Kos, Mr. O'Donnell, Mr. Shahmir, Mr. Zuber, Mayor Spaetzel, Law Director Ebert, Finance Director Widman, City Engineer Howard.

**Approval of Minutes:** December 11, 2023, and December 18, 2023, Council Meetings, and December 18, 2023, special Council Meeting.

### **Correspondence**

### **Reports**

Mayor  
Council President  
City Engineer  
Law Director  
Finance Director  
Standing Committees  
Special Committees

### **Audience Participation**

### **Motions**

Authorizing the appointment of Jeffrey Leitch to the Planning Commission for a five-year term commencing January 23, 2024, and expiring December 31, 2028 - J. Fenderbosch.

**Authorizing the appointment of Malachi Witt and Amy Oliver, as resident members, to the Environmental Affairs Advisory Board for two-year terms commencing January 23, 2024, and expiring December 31, 2025 - R. Shahmir.**

### **Legislation**

#### **Second Readings:**

**Resolution No. 24-1, A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO DISPOSE OF CERTAIN SURPLUS CITY PROPERTY NO LONGER NEEDED FOR PUBLIC USE, BY INTERNET AUCTION FROM FEBRUARY 1 THROUGH DECEMBER 31, 2024, AND DECLARING AN EMERGENCY. →**

**Resolution No. 24-2, A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO PARTICIPATE IN VARIOUS COOPERATIVE PURCHASING PROGRAMS AND DECLARING AN EMERGENCY. →**

#### **First Readings:**

**Ordinance No. 24-11, AN ORDINANCE AMENDING ORDINANCE NO. 23-99, AN AGREEMENT WITH RONALD WARNER FOR PARKS AND RECREATION CONSULTING SERVICES, AND DECLARING AN EMERGENCY. →**

**Ordinance No. 24-12, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NEIGHBORHOOD ALLIANCE AND DECLARING AN EMERGENCY. →**

**Ordinance No. 24-13, AN ORDINANCE AWARDED A CONTRACT FOR THE COLLECTION OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE, AND DECLARING AN EMERGENCY. →**

**Ordinance No. 24-14, AN ORDINANCE APPROVING THE FINAL PLAT FOR THE HARBOUR PLANNED UNIT DEVELOPMENT, SUBDIVISION NO. 3, AND DECLARING AN EMERGENCY. →**

**Ordinance No. 24-15, AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF KENT REIBER AS PART-TIME POLICE OFFICER IN THE POLICE DEPARTMENT AND DECLARING AN EMERGENCY. →**

**Resolution No. 24-16, A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE LORAIN COUNTY AUDITOR AND COUNTY TREASURER'S OFFICE FOR ACH AND ELECTRONIC TRANSACTIONS, AND DECLARING AN EMERGENCY. →**

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→ Suspension of the rule requiring three readings

**Ordinance No. 24-17**, AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 667.02 ENTITLED RESTRICTIONS IN PUBLIC PLACES AND CODIFIED ORDINANCE SECTION 1070.02 ENTITLED MUNICIPAL PARK RULES.

**Ordinance No. 24-18**, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR THE TACTICAL EMERGENCY MEDICAL SERVICES (“TEMS”) AND RELATED TRAINING TO THE EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM (“ELCERT”) COMPRISED OF THE CITY OF AVON, THE CITY OF AVON LAKE, AND THE CITY OF NORTH RIDGEVILLE (“CITIES”) AND THE METROHEALTH SYSTEM (“METROHEALTH”) AND DECLARING AN EMERGENCY. →

**Ordinance No. 24-19**, AN ORDINANCE PROVIDING FOR THE APPOINTMENT OF JOHN RUTHERFORD AS ELECTRICAL SAFETY INSPECTOR, ESTABLISHING THE RATE OF COMPENSATION FOR SAID POSITION, AND DECLARING AN EMERGENCY. →

### **Public Input**

### **Miscellaneous Business and Announcements**

### **Adjournment**

A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO DISPOSE OF CERTAIN SURPLUS CITY PROPERTY NO LONGER NEEDED FOR PUBLIC USE, BY INTERNET AUCTION FROM FEBRUARY 1 THROUGH DECEMBER 31, 2024, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code Section 721.15, the City is authorized to dispose of certain surplus City property no longer needed for public use, by internet auction, regardless of its value; and

WHEREAS, Council desires to authorize the Director of Finance to dispose of surplus property via internet auctions on the sites listed herein; and

WHEREAS, the internet auctions will be conducted according to the City's online sales terms and conditions after a period of bidding of at least fifteen (15) days, including Saturday, Sunday, and legal holidays.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That Council hereby authorizes the Director of Finance to dispose of certain surplus property no longer needed for public use, to the highest bidder via an internet auction from February 1 through December 31, 2024, utilizing the internet auction sellers listed in Section 2 herein.

Section No. 2: That Council hereby designates the following as the City's designated representatives for purposes of conducting internet auctions:

[www.govdeals.com](http://www.govdeals.com)  
[www.propertyroom.com](http://www.propertyroom.com)  
[www.publicsurplus.com](http://www.publicsurplus.com)

Section No. 3: That the internet auctions will be conducted according to the City's online sales terms and conditions located on the websites listed in Section 2 herein. Auctions shall be conducted for a period of at least fifteen (15) days, including Saturday, Sunday, and legal holidays.

Section No. 4: That when property is ready to be sold by internet auction, the Director of Finance shall report this fact to Council, identifying the specific property to be sold, and Council shall determine, upon the recommendation of the Chairman of the appropriate Council Committee, the minimum price that will be accepted for the specific item(s).

Section No. 5: That the Mayor is hereby authorized to enter into contracts, as necessary, with the internet auction contractors listed in Section 2 herein, to provide for the sale of surplus property as provided for herein.

Section No. 6: That the Clerk of Council shall publish notice of the City's intent to dispose of surplus City property, via internet auction, at least two (2) times in a newspaper of general circulation; the second notice, not less than ten (10) days or more than twenty (20) days after the first notice. The Clerk shall also post a similar notice in a conspicuous place in the offices of the Finance Director and City Council. In addition, notice shall be provided on the City's website. Said notices, as posted, shall remain so continually throughout the year.

Section No. 7: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 8: That this Resolution is hereby declared to be an emergency measure, the emergency being the necessity of disposing of surplus City property, no longer needed for public use, and to bring additional revenue(s) into the City, thus for public welfare. Therefore, this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1<sup>st</sup> reading: 1/08/2024

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor

A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO PARTICIPATE  
IN VARIOUS COOPERATIVE PURCHASING PROGRAMS AND DECLARING AN  
EMERGENCY.

WHEREAS, the Home Rule powers of the Ohio Constitution grant power in the City of Avon Lake to participate in joint purchasing programs; and

WHEREAS, the Ohio Department of Administration Services (ODAS), Ohio Department of Transportation (ODOT), General Services Administration (GSA), U.S. Communities Government Purchasing Alliance, Sourcewell, National Institute of Government Purchases (NIGP), and any other governmental cooperative programs are non-profit instruments of the government that assist local and state agencies in reducing costs of purchased goods through competitively solicited contracts; and

WHEREAS, Council desires to authorize the Director of Finance to participate in these programs for the purchase of goods on behalf of the City for calendar year 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That Council, pursuant to the Home Rule authority granted to it by the Ohio Constitution, hereby authorizes the Director of Finance to participate in governmental cooperative programs for the purchase of vehicles, machinery, materials, supplies, and other articles for the City for calendar year 2024.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Resolution is hereby declared to be an emergency measure, the emergency being the necessity of taking advantage of purchasing programs that were established to provide governmental entities with discounted products, thus for public welfare. Therefore, this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1<sup>st</sup> reading: 1/08/2024  
2<sup>nd</sup> reading:  
3<sup>rd</sup> reading:

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AMENDING ORDINANCE NO. 23-99, AN AGREEMENT WITH RONALD WARNER FOR PARKS AND RECREATION CONSULTING SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, Council authorized an agreement with Ronald Warner for Parks and Recreation consulting services by Ordinance No. 23-99; and

WHEREAS, the City desires to add terms to the agreement regarding additional services for the Total Solar Eclipse on April 8, 2024, and programming leading up to the Eclipse; and

WHEREAS, Council, coming now to consider said addendum, approves it in full.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That Ordinance No. 23-99 is hereby amended to include the additional terms of the agreement as follows:

Section No. 2: That said agreement shall state in its terms that the cost of said personal, professional services shall not exceed \$2,500.00 per month according to the terms of the contract outlined in Exhibit A. Upon receipt of an itemized billing, in conformance with the guidelines and scope of work as set forth in said agreement, to the satisfaction of the Recreation Director, the Director of Finance is hereby directed to deliver to Ronald Warner the warrant of this City in the amount due and payable and to cause said warrant to be paid.

Section No. 3: That additional consulting services focused on the Total Solar Eclipse will be performed by Ronald Warner for an increased consulting fee of \$500 per month, effective January 1, 2024, through April 30, 2024. (Exhibit A)

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.



Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing parks and recreation consulting services, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor

## **AMENDED AND RESTATED CONSULTING AGREEMENT**

This Amended and Restated Consulting Agreement (this “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024, between the City of Avon Lake, Ohio, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio and its Charter (the “City”) and Ronald Warner, an Ohio resident (“Consultant”).

### **RECITALS**

WHEREAS, the City retained the Consultant to assist the City’s Parks and Recreation Department upon the terms and conditions set forth in that certain Consulting Agreement dated May 1, 2023 (the “Original Agreement”);

WHEREAS, the City and Consultant desire to amend and restate the Original Agreement to add terms to the Original Agreement regarding additional services for the Total Solar Eclipse on April 8, 2024 (the “Eclipse”) and programming leading up to the Eclipse;

WHEREAS, the City desires to retain Consultant to the City on a more formalized basis and believes such retention is in the best interest of the City; and

WHEREAS, Consultant desires to render consulting services to the City upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the payment of the Consulting Fee (as defined in Section 5 below) and of the foregoing promises, and the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Consulting Period; Termination.**

(a) This Agreement shall continue on a month-to-month basis until terminated pursuant to Section 1(b) below (the “Consulting Period”).

(b) This Agreement shall terminate automatically: (i) upon the death or disability of Consultant; (ii) upon the written notice of either the City or Consultant upon the material breach of this Agreement by the other party (subject, if such breach is reasonable curable, to the breaching party’s right to cure such material breach for a period of five (5) business days following the non-breaching party’s written notice to the breaching party of such material breach); or (iii) without cause or any cause, upon thirty (30) days written notice of either City or Consultant to the other party.

2. **Consulting Services.** During the Consulting Period, Consultant shall provide, on a part-time, special project basis, such advisory and consulting services as may be reasonably requested by the director or other authorized representative of the City’s Parks and Recreation Department, including but not limited to, the following services (collectively, the “Consulting Services”):

- Acting as a liaison to external nonprofit organizations that benefit the Parks and Recreation Department;
- Assist the Parks and Recreation Department with the procurement of sponsorships;
- Assist with the evaluation of programs held by the Parks and Recreation Department;
- Assist with large-scale programs and events that are coordinated through the Director of the Parks and Recreation Department; and
- Such other consulting services mutually agreed upon by the City and Consultant from time to time.

Consultant hereby accepts such retention and shall in good faith perform, for and on behalf and in the best interests of the City, the Consulting Services during the Consulting Period. Consultant agrees to be available for a minimum of twenty-five (25) hours per month during the Consulting Period to perform the Consulting Services (vacations and reasonable absences due to illness excepted).

Consultant shall prepare, or assist in the preparation of, such reports and updates as requested by the City to be delivered to the Parks and Recreation Department, Parks and Recreation Commission and/or CERP.

Consultant shall perform all Consulting Services pursuant to this Agreement in a professional manner.

3. Eclipse Consulting Services. For a period beginning on the Effective Date and ending on April 30, 2024 (“Eclipse Consulting Period”), Consultant shall provide, on a part-time, special project, and short-term basis, advisory and consulting services in preparation for the Eclipse, as may be reasonably requested by the director or other authorized representative of the City’s Parks and Recreation Department, including but not limited to the following services (collectively, the “Eclipse Consulting Services”):

- Act as a business liaison to local businesses during the Eclipse Consulting Period;
- Contact local businesses directly to ensure that the businesses are aware of the Eclipse and the potential impact of the Eclipse on their business;
- Promote and sell sponsorship opportunities the City has available to local businesses for events leading up to and including the Eclipse watch party;
- Provide additional event support;
- Plan, coordinate, promote, and manage the Beach Park Station Stop 65 pre-Eclipse event scheduled to be held on Sunday, April 7, 2024.

Consultant hereby accepts retention for these Eclipse Consulting Services in addition to the Consulting Services defined in Section 2. Consultant shall in good faith perform, for and on behalf and in the best interests of the City, the Eclipse Consulting Services during the Eclipse Consulting Period.

In addition to the hours required of the Consultant for the Consulting Services under Section 2, Consultant agrees to be available for a minimum of five (5) hours per month during each month of the Eclipse Consulting Period to perform the Eclipse Consulting Services (excepting vacation time taken with the City's prior approval and reasonable absences due to illness).

Consultant shall prepare, or assist in the preparation of, such reports and updates as requested by the City to be delivered to the Parks and Recreation Department, Parks and Recreation Commission, and/or CERP.

Consultant shall perform all Eclipse Consulting Services pursuant to this Agreement in a professional manner.

4. Independent Contractor. Consultant acknowledges and agrees that Consultant's status at all times shall be that of an independent contractor, and that Consultant may not, at any time, act as an employee, agent or representative for or on behalf of the City, for any purpose or transaction, and may not bind or otherwise obligate the City in any manner whatsoever. In recognition of Consultant's status as an independent contractor, Consultant hereby waives any rights as an employee or deemed employee of the City. In furtherance of the foregoing, in the course of performing the Consulting Services, Consultant shall disclose that Consultant (and any persons acting on behalf of Consultant) is acting as an independent contractor, not as an agent of the City, and that Consultant has no authority to bind the City to any contractual agreement. In addition, while performing the Consulting Services pursuant to this Agreement, Consultant shall be responsible for complying with all applicable federal, state, and local laws, ordinances and regulations related to such services performed hereunder.

5. Consulting Fees; Expenses.

(a) Consulting Fee. In consideration of Consultant's retention hereunder to perform the Consulting Services, the City will pay Consultant an amount (the "Consulting Fee") equal to Two Thousand Five Hundred Dollars (\$2,500.00) per month for the duration of the Consulting Period. The Consulting Fee shall be paid each month during the Consulting Period in accordance with the City's standard accounts payable process. Should this Agreement continue beyond one year, the City and Consultant may mutually agree on a reasonable adjustment to the Consulting Fee to be paid to Consultant during the Consulting Period, but not more than once per calendar year, unless an increase is being made due to a substantial increase in Consultant's scope of work and time requirements.

(b) Eclipse Consulting Fee. In consideration of the Consultant's retention to perform Eclipse Consulting Services, the City will pay Consultant an amount (the "Eclipse Consulting Fee") equal to Five Hundred Dollars (\$500.00) per month for the duration of the Eclipse Consulting Period, which shall be paid in addition to the Consulting Fee paid to Consultant for Consulting Services. The Eclipse Consulting Fee shall be paid each month during the Eclipse Consulting Period in accordance with the City's standard accounts payable process.

(c) Expenses. Consultant shall receive reimbursement for business expenses incurred during the Consulting Period by Consultant so long as consistent with any City expense reimbursement policies; and provided further, that: (i) all such expenses are approved in advance

and in writing by the City; and (ii) Consultant furnishes appropriate documentation as required by the Internal Revenue Code of 1986, as amended (and such other documentation concerning such expenses as the City may, from time to time, reasonably request) no later than fifteen (15) days following the date the expense was incurred.

6. Taxes. Consultant shall pay directly all taxes associated with the compensation Consultant receives under this Agreement. With respect to any payments to Consultant pursuant to this Agreement, the City shall not withhold or pay any FICA or other federal, state or local income or other taxes, or comply with or contribute to state workers' compensation, unemployment or other funds or programs. Consultant acknowledges the separate responsibility for the payment of all such taxes, and agrees to indemnify the City and hold the City and its respective officers, managers, directors and members harmless from and against any and all liability, claims, costs and expenses which any of them may suffer or incur arising out of any failure by Consultant to pay promptly any such tax as required by any applicable law.

7. Indemnification. Consultant shall indemnify, defend and hold harmless the City and its officials, affiliates and employees, (collectively, the "Indemnified Parties") from any claims, judgments, liabilities, awards or damages (including reasonable attorney fees and legal expenses) (collectively, the "Losses") arising from any third-party action brought against the City or the other Indemnified Parties to the extent that such Losses are caused by or arise from Consultant's negligence or willful misconduct.

8. Insurance. Consultant shall add the City as an additional insured and loss payee on his auto, liability and any umbrella insurance policies. Consultant shall maintain commercial liability insurance in an amount to be mutually agreed upon by Consultant and the City and shall name the City as an additional insured on such policy.

9. Return of Materials. Upon the termination of Consultant's engagement hereunder for any reason, Consultant will surrender immediately to the City, any personal property of the City that is in Consultant's possession and which belongs to the City. In the event that such items are not so returned, the City shall have the right to recover such property and to deduct from any earned but unpaid Consulting Fee or expense reimbursement payable to Consultant the reasonable value of such items plus all reasonable costs, attorneys' fees and expenses incurred in searching for, taking, removing and recovering said property.

10. Copyrights. During the course of Consultant's provision of services to the City, Consultant shall promptly disclose to the City all material that may be copyrighted or protected by other property rights and useable by the City, which Company produced, composed, wrote or created, whether individually or in collaboration with others. Such material shall be deemed to be a work for hire and shall be the sole property of the City. In the event that the City desires to obtain copyright protection or other property rights on such material, Consultant, whether or not then under contract with the City, will assist the City or its authorized representative to obtain, maintain and enforce copyrights or such other property rights for such material. Consultant agrees to supply evidence, give testimony, sign and execute all papers and do all other legal and proper things which the City deems necessary for obtaining, maintaining and enforcing copyrights or such

other property rights for such material and for vesting in the City full title thereto, all at the City's expense.

11. Miscellaneous.

(a) Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to conflict of law principles. The parties hereby submit to the personal jurisdiction of the state courts of Lorain County, Ohio. All disputes hereunder shall properly and exclusively be venued in the state courts of Lorain County, Ohio.

(b) Binding Effect; Assignment. The obligations of Consultant may not be assigned or delegated, and the City may not assign this Agreement to any third party, and any attempted assignment or delegation shall be void and of no force or effect. Consultant shall not subcontract any part of the Consulting Services or obligations hereunder. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective successors, permitted assigns, affiliates, heirs and legal representatives, as applicable.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

(d) Dispute Resolution. In the event of a dispute or claim arising under this Agreement (a "Dispute"), the effected party shall notify the other party in writing of the Dispute with as much detail as possible. Consultant and an authorized representative of the City shall use good faith efforts to resolve the Dispute within thirty (30) days after receipt of the Dispute notice. If the parties are unable to resolve the Dispute, or agree upon the appropriate corrective action to be taken, within the thirty (30) days, then either party may initiate nonbinding mediation before a mediator acceptable to both sides. In the event mediation fails to resolve the Dispute either party may proceed to filing a court action, subject to Section 11(a).

(e) Notices. All notices, consents, waivers, and other communications under this Agreement must be in writing and will be deemed to have been duly given when: (a) delivered by hand to the address(es) below; (b) sent by facsimile (with written confirmation of receipt) to the addressee(s) below, provided that a copy is mailed by United States certified or registered mail, return receipt requested; or (c) one business day after deposit with a nationally recognized overnight delivery service (receipt and next day delivery requested), in each case to the appropriate addresses and facsimile numbers set forth below (or such other addresses and facsimile numbers as a Party may designate by notice to the other parties):

If to the City: City of Avon Lake  
Attn: Mayor  
150 Avon Beldon Road  
Avon Lake, Ohio 44012

with a copy to: City of Avon Lake  
Attn: Law Director  
150 Avon Beldon Road  
Avon Lake, Ohio 44012

If to Consultant: Ronald Warner  
32145 Augusta Drive  
Avon Lake, Ohio 44012

(f) Headings. The headings in this Agreement are used for the convenience of reference only and shall not be used in the construction of, or otherwise impart meaning to, this Agreement.

(g) Entire Agreement; Amendments. This Agreement supersedes all previous agreements, if any, among the parties and is the entire agreement, between the City and Consultant concerning the subject matter hereof. No waiver, amendment or modification hereof shall be valid unless in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Consulting Agreement to be duly executed as of the day and year first written above.

The City of Avon Lake, Ohio

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Ronald Warner

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH  
NEIGHBORHOOD ALLIANCE AND DECLARING AN EMERGENCY.

WHEREAS, it has been recommended by the Mayor and the Finance Committee that the City participate in the Neighborhood Alliance Senior Enrichment Services' Home Delivered Meals to address the health and social services concerns of its residents, ages 60 years and older; and

WHEREAS, Council coming to consider said agreement has determined that is acceptable to this Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is hereby authorized to enter into an agreement with Neighborhood Alliance Senior Enrichment Services' Home Delivered Meals to be effective January 1, 2024, through December 31, 2024, for the annual shared cost of \$61,000.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing home delivered meals to residents, ages 60 years and older, thus for the safety, health, and welfare of the residents. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor



AN ORDINANCE AWARDING A CONTRACT FOR THE COLLECTION OF RESIDENTIAL SOLID WASTE, RECYCLABLE MATERIALS, AND YARD WASTE AND DECLARING AN EMERGENCY.

WHEREAS, Chapter XI, Section 61 of the Charter authorizes City Council to grant permission to any person, firm, or corporation to construct and operate a public utility in, on, across, under, or above any public street or ground within the Municipality; and

WHEREAS, Section 3 of Article XVIII of the Constitution of the State of Ohio and Chapter I, Section 2 of the Charter authorize City Council to adopt and enforce within the Municipality such local police, sanitary, and other similar regulations; and

WHEREAS, Ohio Revised Code 715.43 authorizes City Council to provide for the collection and disposition of sewage, garbage, ashes, animal and vegetable refuse, dead animals, and animal offal; and to establish, maintain, and regulate plants for the disposal thereof; and

WHEREAS, in accordance with the direction of Council, the Lorain County Solid Waste & Recyclables Collections Consortium has prepared plans and specifications for the collection of residential solid waste, recyclable materials, and yard waste; and

WHEREAS, further in accordance with the direction of Council, the Lorain County Solid Waste & Recyclables Collections Consortium has caused notice to be given, as provided by law, inviting bids for said service; bids having been received, opened, and tabulated as provided by law; and

WHEREAS, Council coming now to consider said bids has determined that the base bid submitted by Kimble Recycling & Disposal, Inc., of Dover, Ohio, is the best responsive bid and is acceptable to this Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the bid by Kimble Recycling & Disposal, Inc., of Dover, Ohio, (hereafter referred to as "Contractor") for the collection of residential solid waste, recyclable materials, and yard waste, in accordance with the plans and specifications prepared by the Lorain County Solid Waste & Recyclables Collections Consortium, be and the same is hereby awarded to said Contractor in accordance with said plans and specifications and bids received.

Section No. 2: That the Contractor shall furnish its good and sufficient performance bond to the satisfaction of the Mayor and, as to form by the Director of Law, conditioned on the faithful performance of the contract thereby awarded, and completion of the work free and clear of all claims and encumbrances.

Section No. 3: That the Contractor shall deposit and keep in force and effect on file with said Director of Finance memoranda of policies of insurance in the amounts and under the conditions set forth in the specifications of the contract documents.

Section No. 4: That the Mayor shall be, and he is hereby authorized and directed to sign and execute the contract, or a substantially similar contract, included as part of the plans and specifications prepared by the Lorain County Solid Waste & Recyclables Collections Consortium and included in the invitation for bids for service.

Section No. 5: That contract, upon execution by the Mayor and the Contractor, shall constitute the issuance of a franchise, in accordance with Codified Ordinance Section 1090.02(a).

Section No. 6: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 7: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of authorizing a contract at favorable terms to ensure uninterrupted garbage and rubbish service for the preservation of the peace, health, safety, and general welfare of the residents of Avon Lake. Therefore, this Ordinance shall go into immediate force and effect from and after its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE HARBOUR PLANNED  
UNIT DEVELOPMENT, SUBDIVISION NO. 3, AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has, at its meeting of January 3, 2024, approved  
the final plat for The Harbour Planned Unit Development, Subdivision No. 3.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the final plat for The Harbour Planned Unit Development,  
Subdivision No. 2, consisting of 21 single-family lots on 7.824 acres located between  
Walker Road to the south and the Cuyahoga County property line in Bay Village to the  
east, in an R-1 Single-Family Residence Zoning District Planned Unit Development,  
submitted to and approved by Planning Commission as required by the Planning and  
Zoning Code and referred to this Council, be and it is hereby approved.

Section No. 2: That it is found and determined that all formal actions of this  
Council concerning and relating to the adoption of this Ordinance were taken in an  
open meeting of this Council, and that all deliberations of this Council and any of its  
committees which resulted in such formal actions were in meetings open to the public,  
in compliance with all legal requirements, including Section 121.22 of the Ohio Revised  
Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency  
measure, the emergency being the need to allow for the timely recording of the final  
plat to prevent unnecessary delay in the mortgage closings of homes and to allow the  
City to begin collecting taxes on these properties to add to the revenue of the City,  
thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in  
full force and effect from and after its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE EMPLOYMENT OF KENT REIBER AS PART-TIME  
POLICE OFFICER IN THE POLICE DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, it has been recommended that a part-time Police Officer be  
employed in the Police Department; and

WHEREAS, City Council has considered this recommendation and approves it in  
full.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE  
CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the employment of Kent Reiber to the position of part-time  
Police Officer in the Police Department, at the current Step 1 rate of \$31.72 per hour  
payable bi-weekly, effective January 23, 2024, be and it is hereby approved and  
confirmed.

Section No. 2: That it is found and determined that all formal actions of this  
Council concerning and relating to the adoption of this Ordinance were adopted in an  
open meeting of this Council, and that all deliberations of this Council and any of its  
committees which resulted in such formal actions were in meetings open to the  
public, in compliance with all legal requirements, including Section 121.22 of the  
Ohio Revised Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency  
measure, the emergency being the necessity of providing the Police Department with  
the necessary police coverage to ensure the efficient operation of the department,  
thus for the health, safety, and welfare of the citizens of Avon Lake. Therefore, this  
Ordinance shall be in full force and effect from and immediately after its passage and  
approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor

A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO ENTER INTO AN AGREEMENT WITH THE LORAIN COUNTY AUDITOR AND COUNTY TREASURER'S OFFICE FOR ACH AND ELECTRONIC TRANSACTIONS, AND DECLARING AN EMERGENCY.

WHEREAS, the Lorain County Auditor and Lorain County Treasurer have been working together to put policies and procedures in place to send subdivision settlement funds electronically instead of by paper warrant; and

WHEREAS, transitioning to electronic financial transactions via the ACH network will benefit both the County and the City of Avon Lake; and

WHEREAS, Council, having reviewed the Lorain County Auditor and Lorain County Treasurer's policies and procedures to accept and distribute subdivision settlement funds electronically instead of by paper warrant, finds it to be in the best interest of the health, safety, and welfare of the citizens of Avon Lake to comply with these policies.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Finance Director, Ed Widman, is hereby authorized to enter into an agreement with the Lorain County Auditor's Office and Lorain County Treasurer's Office to share with them the City of Avon Lake's banking information, thereby enabling ACH transactions for sending or receiving funds from either of these offices and to make any changes to the bank account where funds will be settled on behalf of the City.

Section No. 2: That the City of Avon Lake's Finance Director, Ed Widman, shall be responsible for accounting, reporting, and overseeing compliance.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Resolution is hereby declared to be an emergency measure, the emergency being the necessity to authorize the Finance Director to enter into an agreement with the Lorain County Auditor's Office and Lorain County Treasurer's Office to send and accept subdivision settlement funds electronically

instead of by paper warrant, thus for the preservation of the health, safety, and welfare of the citizens of the City of Avon Lake. Therefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: _____	_____ President of Council
POSTED: _____	_____ Approved
ATTEST: _____ Clerk of Council	_____ Mayor

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 667.02 ENTITLED RESTRICTIONS IN PUBLIC PLACES AND CODIFIED ORDINANCE SECTION 1070.02 ENTITLED MUNICIPAL PARK RULES.

WHEREAS, the Public Safety and Health Committee and the Police Chief recommended amending Codified Ordinance Sections 667.02 and Codified Ordinance Section 1070.02; and

WHEREAS, Council, coming now to consider said recommendation approves it in full.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That Codified Ordinance Section 667.02 is hereby amended as follows:

667.02 RESTRICTIONS IN PUBLIC PLACES.

- (a) No person shall engage in smoking or the use of tobacco or marijuana in City property.
- (b) ~~Effective January 1, 2019,~~ No person shall engage in smoking or the use of tobacco or marijuana on City land.

Section No. 2: That Codified Ordinance Section 1070.02(u) is hereby amended as follows:

1070.02 MUNICIPAL PARK RULES.

- (u) Use of Tobacco and Marijuana Prohibited. The smoking or use of tobacco or marijuana in parks is prohibited.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Ordinance shall be in full force and effect from and after the earliest period allowed by law.

1<sup>st</sup> reading:

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor



AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR THE TACTICAL EMERGENCY MEDICAL SERVICES (“TEMS”) AND RELATED TRAINING TO THE EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM (“ELCERT”) COMPRISED OF THE CITY OF AVON, THE CITY OF AVON LAKE, AND THE CITY OF NORTH RIDGEVILLE (“CITIES”) AND THE METROHEALTH SYSTEM (“METROHEALTH”) AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake, along with the City of Avon, the City of North Ridgeville, and MetroHealth desire to jointly provide certain Tactical Emergency Medical Services (“TEMS”) and related training to the Eastern Lorain County Emergency Response Team (“ELCERT”); and

WHEREAS, MetroHealth is a quaternary care hospital and Level 1 Trauma Center, and the purpose of this MOU is to facilitate and enhance tactical emergency medical treatment capabilities of ELCERT and MetroHealth’s medical personnel during actual tactical operations and training periods which MetroHealth will be supporting; and

WHEREAS, maintenance and operation of such a team will require a memorandum of understanding which is authorized pursuant to Section 140.02 of the Ohio Revised Code; and

WHEREAS, the Chiefs of Fire for Avon, Avon Lake, North Ridgeville, and MetroHealth will develop a procedure/protocol for stationing of MetroHealth personnel in safe areas in reasonable proximity to the scene of operation. ELCERT personnel are responsible for removing injured persons outside of the area of operation (also referred to as a “hot zone”), such as Metro Health’s areas where the MetroHealth’s personnel would be located (also referred to as a “cold zone”), for treatment and securing further transport to medical facilities; and

WHEREAS, Council, after reviewing the proposed Memorandum of Understanding, finds it necessary and desirable to enter said agreement for TEMS and related training to the ELCERT providing for the development of procedure/protocol for stationing of MetroHealth personnel in safe areas in reasonable proximity to the scene of operation.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That Council hereby approves, accepts, and authorizes the Mayor to enter into a Memorandum of Understanding for the Tactical Emergency Medical Services (“TEMS”) and related training to The Eastern Lorain County Emergency Response Team (“ELCERT”) comprised of the City of Avon, the City of Avon Lake and the City of North Ridgeville (“Cities”) and The MetroHealth System (“MetroHealth”) for the development of procedure/protocol for the stationing of MetroHealth personnel in

safe areas in reasonable proximity to the scene of operation, a copy of said contract being attached hereto, marked as “Exhibit A” and incorporated herein by reference.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees which 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.

Section No. 3: That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public, health, safety, and welfare of the citizens of the City of Avon Lake, Ohio. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is an agreement between the City of Avon, City of Avon Lake, and City of North Ridgeville (the “Cities”) and The MetroHealth System, county hospital system established and operated under Chapter 339 of the Ohio Revised Code (“MetroHealth”) to provide certain Tactical Emergency Medical Services (“TEMS”) and related training to the Eastern Lorain County Emergency Response Team (“ELCERT”), a joint tactical response team established by the Cities.

### **I. Purpose**

A. MetroHealth is quaternary care hospital and Level 1 Trauma Center. The purpose of this MOU is to facilitate and enhance tactical emergency medical treatment capabilities of ELCERT and MetroHealth's medical personnel during actual tactical operations and training periods, which MetroHealth will be supporting.

B. Chapter 140 of the Ohio Revised Code authorizes MetroHealth and the Cities and its instrumentalities to enter into certain agreements for a public purpose. This MOU serves the public purposes of promoting state and federal policies for enhancing the availability, efficiency, and economy of tactical emergency medical services to municipalities.

C. This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds, but rather is a basic statement of the understandings between the parties.

### **II. Roles and Responsibilities**

A. The parties will jointly develop a procedure/protocol for the stationing of MetroHealth personnel in safe areas in reasonable proximity to the scene of the operation. ELCERT personnel are responsible for removing injured persons outside of the area of operation (also referred to as a “hot zone”) to such areas where the MetroHealth’s personnel would be located (also referred to as a “cold zone”), for treatment and securing further transport to medical facilities.

B. The TEMS scope of services is further detailed in the attached Appendix A, which is incorporated herein, and in all cases, is subject to the following parameters:

1. Any transport provided or arranged by MetroHealth, either independently or developed and coordinated with the Cities and MetroHealth, must be consistent with MetroHealth’s policies and practices, as well as all state and federal laws and rules applicable to such practices.

- 2.. Except as otherwise required by law, the supervision and oversight of all medical care rendered to any individual under this MOU shall remain entirely under the control of MetroHealth starting at such times that the individual is deemed a MetroHealth patient by applicable state and federal law.

3. Nothing in this MOU will obligate MetroHealth to provide any TEMS staff or support except to the extent that MetroHealth has sufficient resources available to do so without affecting MetroHealth's own operations.
- C. In any tactical operation or training scenario in which ELCERT requests MetroHealth standby or participation, ELCERT will:
1. Maintain complete responsibility for the overall direction of the tactical operations and training scenarios.
  2. Designate a law enforcement agent to be responsible for the supervision and control of all personnel, including MetroHealth personnel, during the time that such personnel are involved in an operation or training scenario.
  3. Make available supplies and equipment necessary to carry out any assignment conducted pursuant to this MOU, including all relevant tactical and personal protective equipment and training in its use; and
  4. Make training arrangements and provide timely notice to MetroHealth concerning when and where its services are needed.
- D. In providing any such standby or participation, MetroHealth will:
1. Designate a TEMS Medical Director and appropriate auxiliary staff to perform the tasks identified in Appendix A, including but not limited to maintaining overall supervisory and administrative responsibility relating to MetroHealth's personnel for all matters unrelated to the operation.
  2. Ensure that any MetroHealth personnel providing services, and in particular, the TEMS Medical Director, are, as applicable, qualified and licensed to practice in the state of Ohio, authorized to participate in the Medicare and Medicaid programs, and that they render services in a competent and professional manner consistent with applicable standards of practice and in accordance with all applicable laws, rules, and regulations.
  3. Assist with prescription drug licensing and oversight of prescription drug stocking as required to facilitate operations; and
  4. Provide emergency medical support and not act in any other capacity (e.g., law enforcement or peace officers).

### **III. Liability and Insurance.**

- A. To the extent permitted by law, each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its affiliates, and their respective shareholders, agents, directors, officers, and employees from and against any and all claims, actions, awards,

judgments, settlements, damages, liabilities, and expenses of whatever nature, including attorneys' fees and witness fees, to the extent caused by (i) the negligence or willful misconduct of the Indemnifying Party, its employees, or agents or, (ii) the Indemnifying Party's breach of a term or condition of this MOU.

B. Neither party shall be liable to the other party under this MOU for any special, exemplary, or punitive damages arising from the performance or nonperformance of this MOU.

C. Each party shall maintain, through a program of self-insurance, captive insurance, or a commercial carrier, professional liability, and general liability coverage with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in annual aggregate, to cover claims arising from that party's acts or omissions in connection with the Services provided under this MOU.

**IV. Funding.** Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU.

**V. Term and Termination.** This MOU will become effective on January 1, 2024, and will remain in effect until modified or terminated. The MOU may be amended in writing upon the mutual agreement of the parties. The MOU may be terminated at any time by any party upon thirty (30) days' written notice to the other parties.

**VI. Miscellaneous.**

A. MetroHealth is an independent contractor, and MetroHealth personnel are and will remain employees of MetroHealth under its control and direction.

B. By entering into this MOU, the parties specifically intend to comply with all applicable laws, rules, and regulations, including (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and the related safe harbor regulations; (ii) the Limitation on Certain Physician Referrals, also referred to as the "Stark Law" (42 U.S.C. 1395nn); and (iii) applicable federal and state laws with respect to patient privacy, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA"). Each party represents that this MOU and the services and fees stated herein were negotiated at arm's length. No part of any consideration paid under this MOU is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business.

C. Ownership and other proprietary rights for materials produced by or for ELCERT pursuant to this MOU shall vest in MetroHealth. "Material" means writings, pictorial reproductions, drawings or other graphical representations, data and related documentation, software developments, specifications, calculations, tables, reports, and documents. The Cities agree, upon MetroHealth's request at any time to execute assignments and other documents and to cooperate with MetroHealth to accomplish such ownership by MetroHealth.

D. The Cities acknowledge that, in the course of meeting their obligations under this MOU, the Cities may become aware of or come into possession of certain MetroHealth Confidential Information. "Confidential Information" means all written and oral information, documents and data previously or hereafter obtained by the Cities from MetroHealth in connection with this MOU, including but not limited to technical data, programs, marketing plans, and operating practices. Unless required by law to disclose such information, the Cities agree to hold all Confidential Information in confidence and, at the expiration or termination of this MOU, return and/or destroy all Confidential Information as specified by MetroHealth.

E. The Cities agree not to use any name or mark of MetroHealth or quote the opinion of any MetroHealth employees or contractors in any advertising or other publicity without obtaining the prior written consent of MetroHealth in each instance.

F. This MOU shall be construed and enforced in accordance with and governed by the laws of the State of Ohio, without regard to conflict of law rules.

G. No waiver of any breach of any condition, covenant, or term hereof will be deemed a waiver of any preceding or succeeding breach of the same or any other provisions. No such waiver will be effective unless in writing signed by both parties and then only to the extent specifically and expressly set forth therein.

H. This MOU constitutes the entire agreement between the parties regarding its subject matter, and all prior written or oral negotiations, representations, arrangements, understandings, and/or agreements regarding the same subject matter are superseded by this MOU. If any provision of this MOU is determined to be illegal or otherwise unenforceable, all other provisions remain in full force and effect. This MOU may be amended only through a written amendment signed by the parties. All terms and conditions that, by nature and context, survive termination or expiration of this MOU shall survive.

The Parties, by their duly authorized representatives, have executed this MOU on the dates written below.

**The MetroHealth System**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Avon, Ohio**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**City of Avon Lake, Ohio**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**City of North Ridgeville, Ohio**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A  
TO  
THE MEMORANDUM OF UNDERSTANDING**

**DETAILED SCOPE OF TACTICAL EMERGENCY MEDICAL SERVICES**

**A. SCOPE OF PRACTICE**

1) The function of the TEMS personnel is to provide medical support for law enforcement, other TEMS personnel, and civilians within the confines of a tactical operation. The TEMS personnel will include designated members of area EMS organizations who can meet the requirements outlined in Section B below.

2) The determination of a tactical environment for which TEMS support is deemed necessary will be determined by the law enforcement agency overseeing the tactical operation. This agency will be responsible for defining "hot", "warm", and "cold" zones as is relevant to provider safety and the care of patients.

3) The function of TEMS Medical Director is to provide medical oversight, continuing medical education, and quality assurance measures to TEMS personnel.

4) The TEMS Medical Director may appoint other physicians to assist in the medical oversight, continuing medical education, and quality assurance measures of TEMS personnel.

5) TEMS personnel will establish a working relationship with area EMS providers to facilitate transfer of care of patients out of the tactical environment.

**B. RESPONSIBILITIES OF TEMS PERSONNEL**

1) The TEMS personnel shall carry the minimum licensing/certification in the state of Ohio appropriate to their level of training as an EMS provider and is responsible for keeping such licensing/certification current.

2) The TEMS personnel are responsible for the content of the approved non-TEMS standard EMS protocol adopted by the TEMS Medical Director and relevant EMS Medical Director as outlined in Section E.1 below.

3) The TEMS personnel shall have successfully completed a nationally recognized/accredited training course in tactical emergency medicine as approved by the TEMS Medical Director and the relevant law enforcement agencies. Exceptions may be made at the discretion of the TEMS Medical Director.

4) The TEMS personnel shall complete any additional training mandated by the TEMS Medical Director or relevant law enforcement agencies.

5) The TEMS personnel shall document every patient encounter in accordance with the pre-approved method of documentation. All documentation will be reviewed by the TEMS Medical Director for quality assurance purposes.



6) The TEMS personnel will participate in quality assurance exercises pertaining to training or live operations.

7) In a confidential manner, the TEMS personnel will familiarize themselves with the medical history and health status of the individual law enforcement officers with whom they work.

8) Aside from tending to acute injury or illness, the TEMS personnel will monitor the physical and psychological well-being of each other and law enforcement officers during prolonged deployments. Environmental factors, sleep deprivation, hydration, and nutrition are to be closely monitored.

9) If circumstances permit, the TEMS personnel shall check the operational field for any health or safety hazards that may jeopardize the safety of themselves, law enforcement, or civilians.

10) As part of the law enforcement element of a given operation, the primary responsibility of the TEMS personnel is medical support for law enforcement personnel. TEMS personnel may render care to non-law enforcement personnel once the scene is secure or at the discretion of the tactical commander.

### **C. RESPONSIBILITIES OF THE TEMS MEDICAL DIRECTOR**

1) The TEMS Medical Director and his appointees shall carry an unrestricted Ohio medical license and have experience in online EMS medical direction.

2) TEMS Medical Director will be available for "real time" medical oversight by phone for every operation. Onsite medical command in the "cold zone" as determined by law enforcement on scene may be employed if the TEMS Medical Director deems it appropriate and it is approved by the law enforcement officer in charge.

3) TEMS Medical Director will organize and participate in the continuing medical education of TEMS personnel. This may include, but is not limited to, didactic sessions, field training, and medical simulation.

4) The TEMS Medical Director will approve the medical competency of each TEMS personnel member prior to initiation of active duty.

5) The TEMS Medical Director will assess the competency and proficiency of TEMS personnel on a continuous basis.

6) For quality assurance, the TEMS Medical Director will review every deployment of TEMS personnel. The application of TEMS protocols, the medical care provided, and any concerns with regard to patient or provider safety will be reviewed for every case.

7) For quality assurance, the TEMS Medical Director may keep a database of TEMS activity and any relevant medical data therein.

8) Any TEMS personnel or law enforcement officer suspected of being unfit for duty or incapable of performing to the degree necessary to achieve the goals of the tactical operation due to injury, illness, potential for medication side effect, or mental state may be immediately relieved of duty at the discretion of the TEMS Medical Director or his appointee in close collaboration with the law enforcement officer in charge.

9) The TEMS Medical Director reserves the right to evaluate the status of any TEMS personnel based on competency, safety issues, adherence to protocol, or any other reason he/she deems appropriate. The TEMS Medical Director reserves the right to suspend any TEMS personnel from his oversight pending an investigation of the relevant circumstances. Such action will be taken in close collaboration with the relevant law enforcement agencies.

#### **D. REQUIREMENTS OF THE SPONSORING LAW ENFORCEMENT AGENCIES**

1) The sponsoring law enforcement agencies shall be responsible for conducting background investigations on TEMS personnel.

2) The sponsoring law enforcement agencies are responsible for providing all tactical training, education, and oversight to TEMS personnel and defining the role of those providers for tactical operations.

3) The sponsoring law enforcement agencies shall be responsible for providing any and all relevant tactical and personal protective equipment to TEMS personnel, as well as training in the use of such equipment.

4) The sponsoring law enforcement agencies shall be responsible for providing written documentation to MetroHealth and the TEMS Medical Director addressing the liability concerns of TEMS personnel. TEMS Medical Direction and implementation of protocols will commence only after such concerns including, but not limited to, liability insurance coverage are reviewed and agreed upon by MetroHealth, the TEMS Medical Director, and the law enforcement agencies involved.

5) If the law enforcement officer in charge of a tactical operation feels that the objectives of a tactical operation and the safety of those involved supersede the medical concern of the TEMS Medical Director or his appointee or the involved TEMS personnel, the commanding law enforcement officer becomes responsible for the care and movement of casualties within the tactical environment.

#### **E. PROTOCOLS**

1) The TEMS protocols outlined in this document serve as supplement to the standard EMS protocols reviewed and adopted by the TEMS Medical Director and providers in concert with any other EMS Medical Directors as appropriate. Tactical medics from any law enforcement agency or division will utilize the protocols applicable to their agency or division's activities, or if none are available, then to protocols as outlined in this document.

2) TEMS personnel may execute the administration of any drug or performance of any procedure in the protocols only after the appropriate training and only under the medical direction of the TEMS Medical Director.

3) In the absence of TEMS medical direction, TEMS personnel will default to the use of the standard EMS protocol previously adopted.

4) The TEMS protocols are for use only by TEMS personnel sponsored by or working in concert with the law enforcement agency with whom they have an established relationship.

5) Once a patient is removed from the area of tactical operations as determined by law enforcement, the TEMS protocols and procedures become void unless continued application of such protocols and procedures is deemed appropriate by the TEMS Medical Director or his appointee. TEMS protocols and procedures become void if care is transferred to another EMS agency. If the specialized skill of TEMS personnel is warranted outside the area of tactical operations in route to an institution of definitive care, the TEMS personnel may accompany the patient and the TEMS protocols and procedures may remain active after approval by the TEMS Medical Director or his appointee. The medical director of the transporting agency will be contacted if deemed necessary by the TEMS Medical Director or his appointee. If any conflict should arise between TEMS protocols and procedures and the protocols and procedures of the transporting EMS agency while TEMS personnel accompanies the patient in route to the institution of definitive care, the TEMS Medical Director or his appointee and the medical director of the transporting agency should be contacted. If the aforementioned medical directors cannot be contacted in a timely fashion, the local medical command for the transporting agency should be contacted.

6) The TEMS personnel are not responsible for the medical care of persons outside the field of tactical operations.

7) TEMS personnel will know the indications and contraindications for all of the medications on the TEMS Adjunct Medication Formulary, which MetroHealth may revise from time to time. They may choose to electively medicate any consenting individual or themselves provided the medication has "operational" status. Any medication with "non-operational" status will be administered only after consultation with the TEMS Medical Director.

AN ORDINANCE PROVIDING FOR THE APPOINTMENT OF JOHN RUTHERFORD AS ELECTRICAL SAFETY INSPECTOR, ESTABLISHING THE RATE OF COMPENSATION FOR SAID POSITION, AND DECLARING AN EMERGENCY.

WHEREAS, it has been recommended by the Mayor and Chief Building Official that John Rutherford be appointed to the position of Electrical Safety Inspector; and

WHEREAS, Council, coming now to consider this recommendation, approves it in full.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That Council hereby confirms the appointment of John Rutherford to the position of Electrical Safety Inspector in the Building Department.

Section No. 2: That said appointment is subject to Mr. Rutherford's successful completion of all pre-employment requirements.

Section No. 3: That the powers, duties, and responsibilities to be performed and undertaken by the Electrical Safety Inspector in the Building Department shall be those set forth for such position as prescribed by Ordinance No. 49-2008.

Section No. 4: That based on Mr. Rutherford's experience and ability, Council does hereby fix and establish a bi-weekly salary for the position of \$39.16 per hour, effective January 29, 2024. Upon successful completion of a Commercial Building Inspector Certification, he will receive a \$2 pay increase per hour and certification must be completed within one year of hire date.

Section No. 5: That Mr. Rutherford shall be entitled to receive the applicable benefits provided to full-time, non-union employees as outlined in Codified Ordinance Chapter 260. That in addition to the benefits provided, Mr. Rutherford shall be entitled to receive one personal day after 90 days of employment.

Section No. 6: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 7: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing adequate staff to handle the inspection load in the Building Department to ensure that electric safety standards are met, thus for health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor