



## **CITY OF AVON LAKE**

150 Avon Belden Road  
Avon Lake, Ohio 44012

## **VOTING ORDER**

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

The following business is to be considered at the regular meeting of the Avon Lake City Council on February 12, 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:** January 2, 2024, Organizational Meeting and January 8, 2024, Council Meeting.

### **Correspondence**

### **Reports**

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

### **Audience Participation**

### **Motions**

Confirming the Mayor's appointment of William Albrecht to the Civil Service Commission for a term commencing February 13, 2024, and expiring December 31, 2029 - K. Zuber.

**Confirming the Mayor's appointment of Sue Newcomb to the Tree Commission for a term commencing February 13, 2024, and expiring December 31, 2025 - J. Fenderbosch.**

**Confirming the Mayor's appointment of Katie Downie to the Tree Commission for a term commencing February 13, 2024, and expiring December 31, 2024 - J. Fenderbosch.**

## **Legislation**

### **Second Reading:**

**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. →**

### **First Readings:**

**Ordinance No. 24-21, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED LEASE WITH AVON LAKE PUBLIC LIBRARY, AND DECLARING AN EMERGENCY.**

**Ordinance No. 24-22, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH SIMVAY LLC FOR ENTERPRISE MANAGED TECHNOLOGY SERVICES FOR CITY HALL, AVON LAKE MUNICIPAL COURT, AND THE FIRE DEPARTMENT AND DECLARING AN EMERGENCY.**

**Ordinance No. 24-23, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH SIMVAY LLC FOR ENTERPRISE MANAGED TECHNOLOGY SERVICES FOR THE POLICE DEPARTMENT AND DECLARING AN EMERGENCY.**

**Ordinance No. 24-24, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING TO JOINTLY FUND THE PURCHASE AND MAINTENANCE OF A Lenco Bearcat® G3 ARMORED SPECIALTY RESCUE VEHICLE FOR 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 AND DECLARING AN EMERGENCY**

**Ordinance No. 24-25, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES FROM BRAMHALL ENGINEERING AND SURVEYING CO. FOR WALKER ROAD PAVING PROJECT, PHASE 5, AND DECLARING AN EMERGENCY. →**

**Ordinance No. 24-26, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF AVON LAKE, THE CITY OF SHEFFIELD LAKE, AND THE VILLAGE OF SHEFFIELD REGARDING SHARED JURISDICTIONAL AUTHORITY FOR ENFORCEMENT OF THE OHIO BUILDING CODE FOR PERMITTING AND INSPECTION OF IMPROVEMENTS AFFECTING**

STRUCTURES CONSTRUCTED, OR TO BE CONSTRUCTED, BY FORD MOTOR COMPANY, WHICH IS LOCATED IN MULTIPLE JURISDICTIONS, AND DECLARING AN EMERGENCY. →

**Ordinance No. 24-27** AN ORDINANCE CONFIRMING THE MAYOR’S APPOINTMENT OF JONATHAN LISKOVEC TO THE POSITION OF PUBLIC WORKS DIRECTOR, ESTABLISHING THE RATE OF COMPENSATION FOR SAID POSITION, AND DECLARING AN EMERGENCY. →

**Public Input**

**Miscellaneous Business and Announcements**

**Adjournment**

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 667.01, 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 Sections 667.01 and 667.02 are hereby amended as follows:

**667.01 DEFINITIONS.**

- (a) “City property” means any enclosed area of any building, structure, vehicle, or other enclosed space owned and operated by the City, wheresoever located within the City.
- (b) “Sign” means legible, English lettering on a contrasting background to clearly indicate that smoking is not permitted and to provide related information. The international “NO SMOKING” symbol, consisting of a pictorial representation of a burning cigarette enclosed with a red circle with a red bar across it, may be used in or substituted for a sign indicating that smoking is prohibited. A sign shall be of sufficient size to be clearly legible to one of normal vision throughout the area it is intended to mark.
- (c) “Smoking” means the combustion of tobacco, including cigarette tobacco, pipe tobacco, cigar tobacco and all other types and forms of tobacco products.
- (d) “Smoking materials” means any cigar, cigarette, pipe, weed, plant or other smoking equipment in any form.
- (e) “Tobacco” means any lighted or unlighted cigarette, cigar, pipe, bidi, clove cigarette, electronic cigarette, and any other smoking product, and spit tobacco, also known as smokeless, dip, chew and snuff, in any form.

(f) "City land" means any unenclosed land owned or managed by the City, including but not limited to parking lots and landscaped areas, but not including dedicated streets, sidewalks, and tree lawns.

(xx) "Marijuana" means all parts of a plant of the genus cannabis, whether growing or not; the seeds of a plant of that type; the resin extracted from a part of a plant of that type; and every compound, manufacture, salt, derivative, mixture, or preparation of a plant of that type or of its seeds or resin. "Marijuana" does not include the mature stalks of the plant, fiber produced from the stalks, oils or cake made from the seeds of the plant, or any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from the mature stalks, fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. "Marijuana" does not include "hemp" or a "hemp product" as those terms are defined in section 928.01 of the Ohio Revised Code.

#### 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: 01/22/2024

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 EXECUTE THE AMENDED AND RESTATED LEASE WITH AVON LAKE PUBLIC LIBRARY AND DECLARING AN EMERGENCY.

WHEREAS, Avon Lake Public Library, as Landlord, and the City, as Tenant, entered into a lease dated May 24, 2017, for the lease of space in the Avon Lake Public Library, 32649 Electric Boulevard, Avon Lake, for the purposes of the Tenant's Communications and Technology Department; and

WHEREAS, the initial term of the lease will expire on December 31, 2024; and

WHEREAS, the lease grants the City the option to extend the lease for five (5) successive terms of one (1) year each.

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

Section No. 1: That the Mayor is authorized and directed to enter into the Amended and Restated Lease incorporating the terms set forth in Exhibit A and in the form and substance acceptable to the Mayor and the Law Director.

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, the emergency being the necessity to allow the Communications and Technology Department to remain in their current location and to provide a continuity of cable access services to the public and technology services to other departments in the City, 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.

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



## AMENDED AND RESTATED LEASE

**THIS AMENDED AND RESTATED LEASE** (“Lease”) made as of \_\_\_\_\_, 2024, by and between the **AVON LAKE PUBLIC LIBRARY** (“Landlord”), having an office at 32649 Electric Boulevard, Avon Lake, Ohio 44012, and the **CITY OF AVON LAKE, OHIO** (“Tenant”), an Ohio municipal corporation having an office at 150 Avon Belden Road, Avon Lake, Ohio 44012.

**WHEREAS**, the Landlord and Tenant entered into that certain Lease dated May 24, 2017, for the lease of a space in the Avon Lake Public Library for the purposes of the Tenant’s Communications and Technology Department; and

**WHEREAS**, the Landlord desires to lease to the Tenant, and the Tenant desires to lease from the Landlord, this space for another lease term.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Landlord leases to Tenant that space (the “Premises”) in the Avon Lake Public Library, 32649 Electric Boulevard, Avon Lake, Ohio (the “Property”), designated as the “Lease Area” on Exhibit A attached hereto.
2. During the term of this Lease, Tenant shall also have the non-exclusive right to use the common areas and elements of the Property, including but not limited to the drives, walkways, parking areas, entrance ways, hallways, elevators, stairways, and those interior areas providing access to the Premises.
3. The Premises may be used for activities of the Tenant’s Communications and Technology Department, including but not limited to operating a cable television public access studio, production of government access and public access television channels known as Avon Lake Community TV, recording and production of podcasts, administrative work related to the foregoing, and uses related or incidental thereto. The rules and regulations attached as Exhibit B hereto shall govern the conduct of the parties.
4. The term of this Lease is for a period of twelve (12) months commencing on January 1, 2024 (the “Commencement Date”), and terminating on December 31, 2024. Tenant shall have options to extend the term of this Lease for five (5) successive terms of one (1) year (twelve months) each. To exercise an option to extend, Tenant shall give notice in writing to Landlord at least thirty (30) days prior to the expiration of the then current term. As used herein, a “Lease Year” means each successive period of twelve (12) consecutive months commencing on the Commencement Date.
5. Tenant shall not be required to pay a security deposit to Landlord.
6. Landlord shall supply and pay for all utilities for the Premises and the Property. Tenant shall pay to Landlord, as rent for the Premises, five percent (5%) of the cost of electricity, gas, and water supplied to the Property during the term. Such payments shall be made within thirty (30) days after Landlord presents Tenant with invoices therefor. However, in

no event shall the amount Tenant is required to pay pursuant to this section for the first Lease Year exceed the sum of Six Thousand Dollars (\$6,000.00). Landlord and Tenant acknowledge that the cost of utilities can vary greatly during the term, but the parties agree that, during renewal terms, the amount Tenant is required to pay pursuant to this section for each Lease Year after the first Lease Year shall not exceed by One Thousand Dollars (\$1,000.00) the amount actually paid by Tenant pursuant to this section for the preceding Lease Year.

7. Landlord shall be responsible for all maintenance, repairs, and replacements required at the Premises due to normal wear and tear. Tenant shall repair any damage caused by negligent acts of its employees.
8. Tenant shall not make any structural alterations, additions, or improvements to the Premises without the prior written consent of Landlord. All alterations, additions, or improvements to the Premises (other than removable trade fixtures) shall become the property of Landlord upon Tenant's vacating the Premises for any reason.
9. Tenant shall not commit waste on the Premises and shall keep the Premises in a good, clean condition and obey all laws and ordinances governing Tenant's use of the Premises. However, in no event shall Tenant be required to make any alterations or improvements to the Premises.
10. Upon the expiration of this Lease or upon the termination of this Lease for any cause, Tenant will at once peacefully surrender and deliver up to Landlord the whole of the Premises, together with all improvements thereon, in substantially the same condition at the time of the commencement of this Lease, ordinary wear and tear, damage by fire or other casualty and damage not attributable to Tenant or Tenant's employees excepted.
11. Tenant shall not allow anyone to share the Premises, nor shall Tenant assign, sublet, or transfer the Premises or any part thereof without Landlord's prior, written consent, which consent shall not unreasonably be withheld.
12. Occupancy by Tenant of the Premises beyond the term of this Lease shall be deemed on a month-to-month basis upon the same terms and conditions applicable to the original term, other than the term and options to extend.
13. In case of partial destruction or injury to the Premises by fire, the elements, or other casualty, Tenant shall have the right to terminate this Lease by giving notice to Landlord not later than ten (10) days after the date of such casualty. If Tenant does not elect to terminate this Lease, then Landlord shall repair the same with reasonable dispatch, in which event this Lease shall remain in full force and effect. In the event the Premises is rendered totally untenable by fire, the elements, or other casualty or be so injured or destroyed that Landlord shall decide within a reasonable time not to rebuild, the term hereby granted shall cease. Tenant shall not be required to pay rent for any period of time that Tenant is unable to use the Premises by reason of casualty or the making of repairs.
14. If the whole or any part of the Premises shall be taken by a competent authority for any public or quasi-public use or purpose, then and in that event, this Lease shall cease and terminate from the date of possession by such appropriating authority only in the event that

such taking results in denying Tenant the beneficial use of the Premises. All damages awarded for such taking shall be equitably apportioned between Landlord and Tenant.

15. At the termination of this Lease, Tenant shall be entitled to remove from the Premises Tenant's personal property and removable trade fixtures.
16. Tenant shall carry public liability insurance covering the Premises' and Tenant's use thereof with minimums of \$1 million on account of bodily injuries to or death of one or more persons and for property damage and shall deposit certificates of said policy or policies with Landlord. Said policy or policies shall name Landlord as an additional insured and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty (30) days in advance of any modification or cancellation thereof.
17. Either party may terminate this Lease any time by giving the other written notice, which notice must be received no less than one hundred eighty (180) days prior to the date of termination specified in such notice.
18. In the event any term or provision of this Lease shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof, and this Lease shall be interpreted and construed as if such term or provision to the extent that same shall have been held invalid, illegal, or unenforceable had never been contained herein.
19. This Lease shall be construed according to the laws of the State of Ohio.
20. This Lease constitutes the entire agreement between the parties and no statement or representation of either party shall form a part hereof or be binding upon the parties hereto except as otherwise set forth herein. This Lease may be changed or modified only by written instrument signed by the parties hereto.

**CITY OF AVON LAKE, OHIO**

By: \_\_\_\_\_  
Mark Spaetzel, Mayor

**AVON LAKE PUBLIC LIBRARY,  
BOARD OF LIBRARY TRUSTEES**

By: \_\_\_\_\_  
Deborah Yue, President

STATE OF OHIO                    )  
  ) SS:  
LORAIN COUNTY                    )

**BEFORE ME**, a Notary Public in and for said County and State, personally appeared Mark Spaetzel, known to me to be the Mayor of the above-named City of Avon Lake, Ohio, a municipal corporation, and acknowledged that he did sign the foregoing instrument on behalf of said municipal corporation, duly authorized, and that the same is his free act and deed as Mayor, and the free act and deed of said municipal corporation.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal, at Avon Lake, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

STATE OF OHIO                    )  
  ) SS:  
LORAIN COUNTY                    )

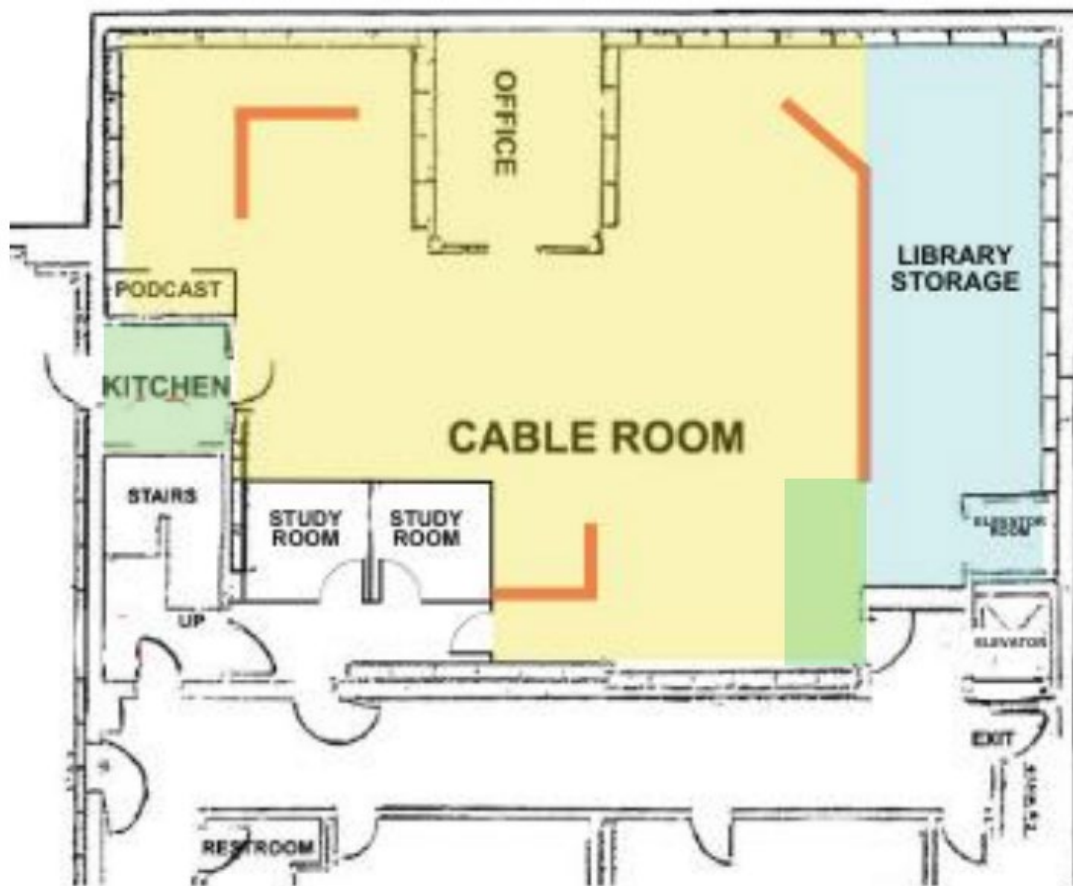
**BEFORE ME**, a Notary Public in and for said County and State, personally appeared Deborah Yue, known to me to be the Board of Library Trustees President of the above-named Avon Lake Public Library, and acknowledged that she did sign the foregoing instrument on behalf of said public library, duly authorized, and that the same is her free act and deed as President of the Board of Library Trustees, and the free act and deed of said public library.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and official seal, at Avon Lake, Ohio this \_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
Notary Public

## EXHIBIT A

### Layout



- Lease Area (ALC-TV)
- ALPL Area
- Shared Areas
- Partial Walls

01/03/2024

## **EXHIBIT B**

### **Rules and Regulations**

1. Tenant's staff must pay the same rate as the public for the use of Library equipment, such as the copier, fax, laminator, and meeting rooms, beyond the Premises. Payment is due at the time of use.
2. Landlord shall provide a method to distinguish Tenant's staff and volunteers from the general public. All members of the general public are to be permitted downstairs during regular hours since the studio is a facility open to the public.
3. A responsible adult must be present in the Premises at all times it is open. Tenant's staff shall be responsible for supervising all youth in the studio. At closing time, Tenant's staff must supervise all youth until they leave the Premises.
4. Tenant will work with the Library staff in communication regarding arming the security system.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH SIMVAY LLC FOR ENTERPRISE MANAGED TECHNOLOGY SERVICES FOR CITY HALL, AVON LAKE MUNICIPAL COURT, AND THE FIRE DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, Section 59 of the Avon Lake City Charter, entitled Competitive Bidding, authorizes the expenditure of funds without public bidding for “personal services” as defined in the Charter; and

WHEREAS, the City of Avon Lake desires to retain the personal services of Simvay LLC of Westlake, Ohio, for Enterprise Managed Technology Services for City Hall, Avon Lake Municipal Court, and the Fire Department, effective April 1, 2024, through March 31, 2026.

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 and directed to enter into an agreement (Exhibit A) with Simvay LLC of Westlake, Ohio, for Enterprise Managed Technology Services. The agreement shall state that the cost of said personal services shall be billed a monthly fee of \$4,500 and shall not exceed \$108,000 for the duration of the agreement. Upon completion of said computer services to the satisfaction of the Director of Finance, he is hereby directed to deliver to Simvay LLC the warrant of this City and to cause said warrant to be paid.

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, the emergency being the necessity of providing the employees of the City of Avon Lake with Enterprise Managed Technology Services so they can perform their duties efficiently and maintain the operation of City departments, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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





# Enterprise Managed Technology Services

City, Muni Court and Fire Department

April 1<sup>st</sup>, 2024 – March 31<sup>st</sup>, 2026

Monthly Service Fee: \$4,500

## Enterprise Managed Technology Services (EMTS) Deliverables:

- Regularly Scheduled Hybrid Onsite\Remote Resource
  - 4 Hours Every Tuesday and 4 Hours Thursday Every Week excluding nationally recognized holidays
  - Up to 25 Hours of Gold Expedited Service Annually
- Ticket Management System
- Assigned Site Administrator Resource
  - Technology Consulting and Strategic Advice
- Server Management and Monitoring
- Computer Endpoint Inventory, Management and Monitoring
- Email System Management
- Data Backup Management and Monitoring
- Switch Management
- Firewall Management and Monitoring
- Third Party Software Life Cycle Management
- Prepare Yearly Technology Budget
- Monthly Server Security Patching Maintenance Window

## Enterprise Managed Technology Services Assumptions:

- Client maintains an advanced endpoint protection subscription
- Client maintains a DNS filtering subscription
- Client maintains a firewall security services subscription
- Client maintains an email security subscription
- Client maintains a backup system subscription with a minimum of 2 independent backup storage locations
- Client maintains at minimum a manufacturer warranty on Firewalls, Switches, Routers, Servers and any other component critical to organization operations
- Client maintains a cyber security insurance policy with a minimum of 1 Million Dollars of coverage
  - Policy must cover damages through mitigation services, forensic analysis services and recovery services
- Client maintains a software maintenance contract for any software critical to organizational operations
- Any and all hardware and software are reviewed with Simvay LLC prior to purchasing

## Enterprise Managed Technology Services Exclusions:

- Does not cover any hardware, software, licenses, license renewals, upgrades or shipping fees.
- Does not cover any third-party vendor or manufacturer warranties
- Does not cover any third-party Support Case Incidents
- Does not cover costs for hardware and software life cycle end of life refreshes
- Does not cover costs associated to recovery resulting from virus/malware infection
- Does not cover costs associated with hardware failure, power, or acts of god



# Enterprise Managed Technology Services

## City, Muni Court and Fire Department

April 1<sup>st</sup>, 2024 – March 31<sup>st</sup>, 2026

Monthly Service Fee: \$4,500

### TERMS AND CONDITIONS

- I. TERM
  - a. This agreement shall be for two (2) years from the date it is accepted by Simvay LLC.
  - b. Agreement automatically renews for an additional one (1) year unless written notice is received by Simvay LLC (60) days before contract expiration.
- II. CONTRACT
  - a. Scheduled service is performed during the principle period of maintenance defined as 4 Hours every Tuesday and 4 Hours every Thursday between the business hours of 8:00 am and 5:00 pm, local time, for the duration of the contract term excluding nationally recognized holidays and recognized states of emergency delaying or preventing scheduled service.
  - b. Expedited Service Level
    - i. Gold | 8 Hour Response – 24 x 7
      - 1. Interruption to normal business workflow
      - 2. System Outage
      - 3. Security Breach
- III. REQUEST FOR SERVICE
  - a. The authorized representative of the customer will initiate all requests for service. The service request shall contain the following:
    - i. Name and address of the equipment user
    - ii. Name and user personnel to be contacted
    - iii. Equipment type, serial number, and location
    - iv. Description of the problem
- IV. RESPONSE TIME
  - a. Simvay LLC normal response time to customer standard support requests is defined by above “CONTRACT” section
  - b. Simvay LLC normal response time to customer expedited support requests is defined by above “CONTRACT” either by phone, VPN or onsite. Two (2) hour minimum charge per support request.
- V. FREEDOM OF ACCESS
  - a. Customer agrees that Simvay LLC, or its authorized service representative, shall have reasonable and free access to the equipment and systems. Any denial of reasonable and free access to the equipment will be separately billed to the customer.
- VI. CUSTOMER RESPONSIBILITIES
  - a. In regard to each unit of equipment managed by this agreement, customer agrees to prevent unauthorized adjustment, repairs or modifications, and to ensure that the equipment is utilized in accordance with applicable vendor published specifications.
- VII. TAXES
  - a. Customer is responsible for paying any and all taxes resulting and occurring from any and all services rendered under this contract, solely to the extent such taxes are applicable to a municipality.
- VIII. LIMITATION OF LIABILITY
  - a. \*Note: Municipalities cannot provide indemnification.
- IX. PERFORMANCE
  - a. Aggrieved party must provide notice and documentation to the other party within a reasonable time after it has or ought to have become aware of the non-conforming performance.
  - b. Other party must rectify fundamental non-performance within thirty (30) days. If fundamental non-performance is not rectified within thirty (30) days the aggrieved party may terminate contract with a thirty (30) day written notice.
- X. NON-DISCLOSURE
  - a. Customer and Simvay LLC agree to not reveal to any person, firm, or organization any confidential information of any nature concerning the organization, or anything connected therewith.
- XI. GOVERNING LAW
  - a. This agreement shall be governed and construed in accordance with the laws of the State of Ohio.
- XII. ENTIRE AGREEMENT
  - a. This agreement constitutes the entire agreement between the parties, and may not be assigned without the written consent of the other party. All changes, modifications, additions, or deletions to this contract shall be in writing and signed by all parties.
- XIII. TERMINATION
  - a. Either party may terminate this agreement due to a material breach by the other party that is not cured within thirty (30) days after receipt of written notice of same from the aggrieved party.



# Enterprise Managed Technology Services

City, Muni Court and Fire Department

April 1<sup>st</sup>, 2024 – March 31<sup>st</sup>, 2026

Monthly Service Fee: \$4,500

## SIGNATURE AND CONTRACT EXECUTION

This Service Agreement ("Agreement") is made and entered into between Simvay LLC, with office at 29570 Clemens Rd, Westlake, OH 44145 and \_\_\_\_\_ a \_\_\_\_\_ with offices at \_\_\_\_\_ ("Customer"). All notices, pursuant to Section 12.4, intended for parties shall be effective if sent to their respective addresses above, if to Simvay LLC, attention Management; if Customer, attention: \_\_\_\_\_ ("Notice").

Service Provider:	Simvay LLC	Client:	City of Avon Lake, Ohio
Representative:		Representative:	Mark Spaetzel
Title:		Title:	Mayor
Date:		Date:	
Signature:		Signature:	

Purchase Order Number: \_\_\_\_\_

Upon acceptance of this contract, sign this page and mail to Simvay LLC, c/o Service Contracts. Please include your purchase order with this signature sheet.

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH SIMVAY LLC FOR ENTERPRISE MANAGED TECHNOLOGY SERVICES FOR THE POLICE DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, Section 59 of the Avon Lake City Charter, entitled Competitive Bidding, authorizes the expenditure of funds without public bidding for “personal services” as defined in the Charter; and

WHEREAS, the City of Avon Lake desires to retain the personal services of Simvay LLC of Westlake, Ohio, for Enterprise Managed Technology Services for the Police Department, effective April 1, 2024, through March 31, 2026.

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 and directed to enter into an agreement (Exhibit A) with Simvay LLC of Westlake, Ohio, for Enterprise Managed Technology Services. The agreement shall state that the cost of said personal services shall be billed a monthly fee of \$3,400 and shall not exceed \$81,600 for the duration of the agreement. Upon completion of said computer services to the satisfaction of the Director of Finance, he is hereby directed to deliver to Simvay LLC the warrant of this City and to cause said warrant to be paid.

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, the emergency being the necessity of providing the Police Department of the City of Avon Lake with Enterprise Managed Technology Services so they can perform their duties efficiently and maintain the operation of its department, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

# Enterprise Managed Technology Services



## Police Department

April 1<sup>st</sup>, 2024 – March 31<sup>st</sup>, 2026

Monthly Service Fee: \$3,400

### Enterprise Managed Technology Services (EMTS) Deliverables:

- Regularly Scheduled Hybrid Onsite\Remote Resource
  - 3 Hours Every Tuesday and 3 Hours Thursday Every Week excluding nationally recognized holidays
  - Up to 25 Hours of Gold Expedited Service Annually
- Ticket Management System
- Assigned Site Administrator Resource
  - Technology Consulting and Strategic Advice
- Server Management and Monitoring
- Computer Endpoint Inventory, Management and Monitoring
- Email System Management
- Data Backup Management and Monitoring
- Switch Management
- Firewall Management and Monitoring
- Third Party Software Life Cycle Management
- Prepare Yearly Technology Budget
- Monthly Server Security Patching Maintenance Window

### Enterprise Managed Technology Services Assumptions:

- Client maintains an advanced endpoint protection subscription
- Client maintains a DNS filtering subscription
- Client maintains a firewall security services subscription
- Client maintains an email security subscription
- Client maintains a backup system subscription with a minimum of 2 independent backup storage locations
- Client maintains at minimum a manufacturer warranty on Firewalls, Switches, Routers, Servers and any other component critical to organization operations
- Client maintains a cyber security insurance policy with a minimum of 1 Million Dollars of coverage
  - Policy must cover damages through mitigation services, forensic analysis services and recovery services
- Client maintains a software maintenance contract for any software critical to organizational operations
- Any and all hardware and software are reviewed with Simvay LLC prior to purchasing

### Enterprise Managed Technology Services Exclusions:

- Does not cover any hardware, software, licenses, license renewals, upgrades or shipping fees.
- Does not cover any third-party vendor or manufacturer warranties
- Does not cover any third-party Support Case Incidents
- Does not cover costs for hardware and software life cycle end of life refreshes
- Does not cover costs associated to recovery resulting from virus/malware infection
- Does not cover costs associated with hardware failure, power, or acts of god

# Enterprise Managed Technology Services



## Police Department

April 1<sup>st</sup>, 2024 – March 31<sup>st</sup>, 2026

Monthly Service Fee: \$3,400

### TERMS AND CONDITIONS

- I. TERM
  - a. This agreement shall be for two (2) years from the date it is accepted by Simvay LLC.
  - b. Agreement automatically renews for an additional one (1) year unless written notice is received by Simvay LLC (60) days before contract expiration.
- II. CONTRACT
  - a. Scheduled service is performed during the principle period of maintenance defined as 3 Hours every Tuesday and 3 Hours every Thursday between the business hours of 8:00 am and 5:00 pm, local time, for the duration of the contract term excluding nationally recognized holidays and recognized states of emergency delaying or preventing scheduled service.
  - b. Expedited Service Level
    - i. Gold | 8 Hour Response – 24 x 7
      - 1. Interruption to normal business workflow
      - 2. System Outage
      - 3. Security Breach
- III. REQUEST FOR SERVICE
  - a. The authorized representative of the customer will initiate all requests for service. The service request shall contain the following:
    - i. Name and address of the equipment user
    - ii. Name and user personnel to be contacted
    - iii. Equipment type, serial number, and location
    - iv. Description of the problem
- IV. RESPONSE TIME
  - a. Simvay LLC normal response time to customer standard support requests is defined by above "CONTRACT" section
  - b. Simvay LLC normal response time to customer expedited support requests is defined by above "CONTRACT" either by phone, VPN or onsite. Two (2) hour minimum charge per support request.
- V. FREEDOM OF ACCESS
  - a. Customer agrees that Simvay LLC, or its authorized service representative, shall have reasonable and free access to the equipment and systems. Any denial of reasonable and free access to the equipment will be separately billed to the customer.
- VI. CUSTOMER RESPONSIBILITIES
  - a. In regard to each unit of equipment managed by this agreement, customer agrees to prevent unauthorized adjustment, repairs or modifications, and to ensure that the equipment is utilized in accordance with applicable vendor published specifications.
- VII. TAXES
  - a. Customer is responsible for paying any and all taxes resulting and occurring from any and all services rendered under this contract, solely to the extent such taxes are applicable to a municipality.
- VIII. LIMITATION OF LIABILITY
  - a. \*Note: Municipalities cannot provide indemnification.
- IX. PERFORMANCE
  - a. Aggrieved party must provide notice and documentation to the other party within a reasonable time after it has or ought to have become aware of the non-conforming performance.
  - b. Other party must rectify fundamental non-performance within thirty (30) days. If fundamental non-performance is not rectified within thirty (30) days the aggrieved party may terminate contract with a thirty (30) day written notice.
- X. NON-DISCLOSURE
  - a. Customer and Simvay LLC agree to not reveal to any person, firm, or organization any confidential information of any nature concerning the organization, or anything connected therewith.
- XI. GOVERNING LAW
  - a. This agreement shall be governed and construed in accordance with the laws of the State of Ohio.
- XII. ENTIRE AGREEMENT
  - a. This agreement constitutes the entire agreement between the parties, and may not be assigned without the written consent of the other party. All changes, modifications, additions, or deletions to this contract shall be in writing and signed by all parties.
- XIII. TERMINATION
  - a. Either party may terminate this agreement due to a material breach by the other party that is not cured within thirty (30) days after receipt of written notice of same from the aggrieved party.



# Enterprise Managed Technology Services

## Police Department

April 1<sup>st</sup>, 2024 – March 31<sup>st</sup>, 2026

Monthly Service Fee: \$3,400

### SIGNATURE AND CONTRACT EXECUTION

This Service Agreement ("Agreement") is made and entered into between Simvay LLC, with office at 29570 Clemens Rd, Westlake, OH 44145 and \_\_\_\_\_ a \_\_\_\_\_ with offices at \_\_\_\_\_ ("Customer"). All notices, pursuant to Section 12.4, intended for parties shall be effective if sent to their respective addresses above, if to Simvay LLC, attention Management; if Customer, attention: \_\_\_\_\_ ("Notice").

Service Provider:	Simvay LLC	Client:	City of Avon Lake, Ohio
Representative:		Representative:	Mark Spaetzel
Title:		Title:	Mayor
Date:		Date:	
Signature:		Signature:	

Purchase Order Number: \_\_\_\_\_

Upon acceptance of this contract, sign this page and mail to Simvay LLC, c/o Service Contracts. Please include your purchase order with this signature sheet.



AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING TO JOINTLY FUND THE PURCHASE AND MAINTENANCE OF A Lenco BEARCAT® G3 ARMORED SPECIALTY RESCUE VEHICLE FOR 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 AND DECLARING AN EMERGENCY.

WHEREAS, the cities of Avon, Avon Lake, and North Ridgeville desire to jointly fund the purchase and ongoing maintenance of a Lenco BearCat® G3 armored specialty rescue vehicle to support the multi-jurisdictional Tactical Response Team, also known as, Eastern Lorain County Emergency Response Team (ELCERT); and

WHEREAS, the purchase price for the Lenco BearCat® G3 armored specialty rescue vehicle, with all the required options, is \$358,387 and its cost will be evenly distributed amongst the three cities; and

WHEREAS, the purchase and maintenance of such vehicle requires a memorandum of understanding which is authorized pursuant to Section 140.02 of the Ohio Revised Code; and

WHEREAS, Council, after reviewing the proposed memorandum of understanding, finds it necessary and desirable to enter said agreement to jointly fund the purchase and ongoing maintenance of a Lenco BearCat® G3 armored specialty rescue vehicle.

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 to jointly fund the purchase and ongoing maintenance of a Lenco BearCat® G3 armored specialty rescue vehicle at a cost of \$358,387, that will be evenly distributed amongst the cities of Avon, Avon Lake, and North Ridgeville; 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.

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

# MULTI-JURISDICTIONAL AGREEMENT FOR EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM

This Agreement is made and entered into on the date indicated hereinafter, by and among the following political subdivisions of Lorain County, Ohio, hereinafter called "Party Subdivisions";

**City of Avon  
City of Avon Lake  
City of North Ridgeville**

1. **Authority.** This Agreement is entered into pursuant to Sections 737.04, 737.041, and 9.48 of the Ohio Revised Code, as well as the attached Memorandum of Understanding (MOU) forming the Eastern Lorain County Emergency Response Team (ELCERT and/or "the Team").
2. **Purpose.** To jointly fund the purchase and ongoing maintenance of a Lenco BearCat® G3 armored specialty rescue vehicle to support the multi-jurisdictional Tactical Response Team (TRT) in order to effectively and efficiently respond to violent criminal acts as well as high-risk operations that may occur within their jurisdictional boundaries.
3. **Formation.** In August of 2022, the three (3) Party Subdivisions, through the approval of a MOU, a copy of which is attached, created a multi-jurisdictional TRT, to be hereinafter known as the ELCERT. The TRT is comprised of employees from the law enforcement divisions of the named Party Subdivisions.
4. **Justification.** In forming the ELCERT, the Party Subdivisions recognized the need for a quick, effective, and efficient response to critical incidents, including those involving violent criminal activity, in order to preserve and protect the safety of persons and property within the jurisdictions of any of the Party Subdivisions. The ability to safely control, contain, and resolve criminal conduct that may include civil disobedience, armed confrontations, barricaded subjects, hostage-taking incidents, and high-risk arrest and search warrants oftentimes requires a response from police officers who have received specialized tactical training and equipment. The regional and multi-jurisdictional Team has been tasked with addressing the needs of these special responses by combining personnel and equipment in conjunction with specialized and coordinated training among the Team members. The Party Subdivisions also recognized that a smaller regional approach will provide a more efficient and rapid response to these encounters, resulting in improved services for the citizens of the Party Subdivisions, as well as increased safety for the officers involved. The ELCERT is currently comprised of approximately sixteen (16) sworn police officers serving in tactical roles, three (3) paramedic firefighters serving in medical support roles, and five (5) negotiators serving in support roles to the Team. The Team is well trained, staffed, and equipped. However, the Team does not have an armored vehicle available to safely and effectively respond to any situation that may involve an armed individual. The lack of an armored rescue vehicle is drastically impairing the Team's ability to respond to certain situations in which they may be called upon to intervene.

5. **Approval.** The Chiefs of Police of the three (3) Party Subdivisions have met and unanimously agreed that there is a significant and urgent need to provide the members of the ELCERT with a proper armored rescue vehicle in order for the Team to safely and effectively carry out their responsibilities. As stated in the original MOU that formed the ELCERT, any joint capital expenditure that may be needed for the TRT must be unanimously approved by all the Chiefs of Police of the participating Party Subdivisions. Any costs arising out of a joint capital expenditure that is approved, including initial purchase, maintenance, or repairs, will be equally shared amongst the participating Party Subdivisions. Any additional expenses required for the Team must be approved by all the Chiefs of Police of the participating Party Subdivisions, including any yearly or recurring budgets. Any joint capital equipment that may be purchased for the Team will remain with the Team while it is in existence. Any Party Subdivision wishing to terminate their participation with the Team will relinquish any ownership rights in any joint capital expenses that may have previously been made for the Team.
6. **Vehicle.** Through research, the Chiefs of Police have identified the Lenco BearCat® model G3 as the most appropriate armored rescue vehicle for the ELCERT. The purchase price for the vehicle, with all the required options, is \$358,387. The required specifications for the vehicle are attached to this MOU.
7. **Funding and Purchase.** Per the original MOU, the costs arising from the purchase of the vehicle are to be evenly distributed amongst the three (3) Party Subdivisions. Additionally, any maintenance-related costs associated with the vehicle are to be equally shared amongst the Party Subdivisions. For these reasons, it is mutually agreed upon that an ELCERT budgetary line item will be established with the City of Avon Finance Department to purchase and maintain the armored rescue vehicle. Each Party Subdivision hereby agrees to initially fund the ELCERT finance line item \$125,000, for a combined total initial budget of \$375,000. After the initial purchase cost of the vehicle, \$358,387, the remaining balance of \$16,613 will remain in the ELCERT finance line item to be used for ongoing maintenance, repairs, and equipment, as needed and agreed upon by the Chiefs of Police of the three (3) Party Subdivisions. The purchase of the vehicle will be pursuant and in compliance with Section 9.48 of the Ohio Revised Code, which authorizes political subdivisions to participate in contract offerings from the federal government that are available to a political subdivision, including, but not limited to, contract offerings from the general services administration (GSA). The purchase will be made through the GSA Federal Acquisition Service, Contract No. GS-07F-169DA.
8. **Ownership.** Each Party Subdivision will have equal rights and ownership of the vehicle while they are parties to and members of the ELCERT. However, as stated in the original MOU, any Party Subdivision wishing to terminate their participation with the Team will relinquish any ownership rights in any joint capital expenses, including vehicles, that may have previously been made for the Team. The vehicle, for procedural purposes, will be titled and insured in the City of Avon Police Department's name and stored indoors at the Avon Police Department's garage. This location is geographically central to all three (3) Party Subdivisions, and access to the vehicle will be made available to all three (3) Party Subdivisions. If the vehicle is ever decommissioned and sold, and as unanimously determined by the Chiefs of Police of the three

(3) Party Subdivisions, any proceeds from the sale will be deposited into the ELCERT fund or equally distributed back to the three (3) Party Subdivisions if they are still active members of the ELCERT.

9. **Use.** The vehicle will be used exclusively for and by the ELCERT. Any requests for the vehicle for public relations-related events will be approved or denied by the ELCERT commander or executive officer based on the operational needs of the ELCERT. Requests for public relations events will be approved or denied based on the date of request. Any request for public relations events from more than one agency that falls on the same date will be approved or denied based on the date the request was initially received.
10. **Distribution of Agreement.** A signed copy of this Agreement shall be delivered and retained in the office of the Prosecuting Attorney of Lorain County, as well as to the participating Party Subdivisions.

IN WITNESS WHEREOF, the Party Subdivisions hereto have caused this Agreement to be executed as provided by ordinance or resolution duly adopted pursuant to law.

**CITY OF AVON**

Mayor Approved:\_\_\_\_\_

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

Chief of Police:\_\_\_\_\_

Authorizing Ordinance No.:\_\_\_\_\_

**CITY OF AVON LAKE**

Mayor Approved:\_\_\_\_\_

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

Chief of Police:\_\_\_\_\_

Authorizing Ordinance No.:\_\_\_\_\_

**CITY OF NORTH RIDGEVILLE**

Mayor Approved:\_\_\_\_\_

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

Chief of Police:\_\_\_\_\_

Authorizing Ordinance No.:\_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT FOR ENGINEERING DESIGN SERVICES FROM BRAMHALL ENGINEERING AND SURVEYING CO. FOR THE WALKER ROAD PAVING PROJECT, PHASE 5, AND DECLARING AN EMERGENCY.

WHEREAS, Section 59 of the Avon Lake City Charter, entitled Competitive Bidding, authorizes the expenditure of funds without public bidding for “personal services” as defined in the Charter; and

WHEREAS, the City of Avon Lake desires to retain the personal services of Bramhall Engineering and Surveying Co. of Avon, Ohio, to provide design services for the Walker Road Paving Project, Phase 5.

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

Section No. 1: That Bramhall Engineering and Surveying Company be, and they are hereby authorized and directed to provide engineering and design services in connection with the Walker Road Paving Project, Phase 5. The agreement (Exhibit A) shall state among its terms that the cost of said personal services shall not exceed \$90,712.

Section No. 2: Upon completion of said design services, the Director of Finance is hereby directed to deliver to Bramhall Engineering & Surveying Co. the warrant of this City, in an amount not to exceed \$90,712, and to cause said warrant to be paid.

Section No. 3: 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. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of preparing plans for the resurface of Walker Road, Phase 5, thus for the health, safety, and welfare of the citizens of Avon Lake. Therefore, this Ordinance shall take effect and be in full force immediately after its passage and approval by the Mayor.

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

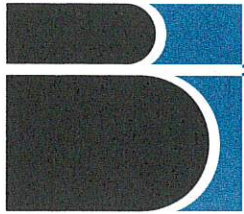
\_\_\_\_\_  
President of Council

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor



**BRAMHALL**  
ENGINEERING &  
SURVEYING COMPANY

January 22, 2024

Mayor Mark Spaetzel  
City of Avon Lake  
150 Avon Belden Road  
Avon Lake, Ohio 44012

Reference: Walker Road Paving Project, Phase 5  
OPWC/Round 38

Dear Mayor Spaetzel:

Please accept the following Proposal for Professional Engineering Services pertaining to the above referenced project. The Walker Road Paving Project, Phase 5 Project has been selected for Ohio Public Works Commission (OPWC) funding. We appreciate the opportunity to work with the City of Avon Lake on this project.

**Project Description**

This project will widen Walker Road to provide for 11' through and center lanes and 5' bike lanes from 1,600' east of Miller Road to 300' west of Moore Road. The existing pavement in this section will have pavement repairs and resurfacing completed. The Scope of work also includes adding underdrains and other drainage improvements to extend the life of the new pavement surface. Appropriate traffic control, including pavement markings for the new bike lane, are also included. The new traffic signs will be compliant with current retro-reflectivity standards.

From 300' west of Moore Road to the Walker Road/Moore Road intersection (inclusive of the intersection), the scope of work is pavement repairs and resurfacing only (i.e., no widening). Work also includes upgrading curb ramps to current standards as needed, linear grading, and replacing the pavement markings.



The total project cost including construction and engineering, as proposed in the OPWC Application for financial assistance, is \$1,429,718.00. The funding for this work is broken down as follows:

OPWC Grant.....	\$400,000.00
OPWC Loan.....	\$150,000.00
City of Avon Lake.....	\$879,718.00

**Total Estimated Construction Cost is \$1,247,294.00** (which includes a Construction Contingency of \$113,390.00).

### **Scope of Services**

To meet the City of Avon Lake's objectives Bramhall Engineering and Surveying Company (BRAMHALL) proposes the following Scope of Services:

**Task 1** - Prepare Construction Plans for the Proposed Walker Road Paving, Phase 5 Project.

**Task 2** - Prepare Bidding Documents including advertisement to bid to procure competitive bids.

### **Clarifications and Exceptions:**

1. Fees for Local and State Governmental Agency reviews and permits are the responsibility of the City. Advertising fees are also the responsibility of the City.
2. Geotechnical Services, including Borings, a Soils Report and Pavement Recommendation are not included in this Project Scope of Services.
3. Construction Staking, Construction Inspection and Administration is not provided with this Scope of Services. This can be provided for a mutually agreed upon price.
4. This Proposal does not include replacement of the existing waterline, sanitary sewer or storm sewer within the project limits.

**Professional Services Fee**


<b>Design Engineering (Task 1).....</b>	<b>\$86,712.00</b>
<b>Bidding Assistance (Task 2) .....</b>	<b><u>\$ 4,000.00</u></b>
<b>TOTAL LUMP SUM AMOUNT .....</b>	<b>\$90,712.00</b>

The work will be billed monthly based on our estimate of the portion of the total services actually complete at the time of billing.

**ACKNOWLEDGED & ACCEPTED**

=====

**BRAMHALL ENGINEERING &  
SURVEYING COMPANY**

By:   
Christopher L. Howard, P.E., CPESC  
Title: Vice President  
Date: January 22, 2024

**ACKNOWLEDGED & ACCEPTED**

=====

**CITY OF AVON LAKE**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF AVON LAKE, THE CITY OF SHEFFIELD LAKE, AND THE VILLAGE OF SHEFFIELD REGARDING SHARED JURISDICTIONAL AUTHORITY FOR ENFORCEMENT OF THE OHIO BUILDING CODE FOR PERMITTING AND INSPECTION OF IMPROVEMENTS AFFECTING STRUCTURES CONSTRUCTED, OR TO BE CONSTRUCTED, BY FORD MOTOR COMPANY, WHICH IS LOCATED IN MULTIPLE JURISDICTIONS, AND DECLARING AN EMERGENCY.

WHEREAS, on July 11, 2022, the City of Avon Lake passed Ordinance No. 22-117 authorizing the Mayor to enter into a Memorandum of Understanding with the City of Avon Lake, the City of Sheffield Lake, and the Village of Sheffield, regarding shared jurisdictional authority for enforcement of the Ohio Building Code for permitting and inspection of improvements affecting structures constructed, or to be constructed, by Ford Motor Company, which is located in multiple jurisdictions; and

WHEREAS, the three Municipalities have negotiated a First Amendment to the Memorandum of Understanding to address the redundant submission of plans from Ford Motor Company; and

WHEREAS, it is in the best interest of the City of Avon Lake to authorize the Mayor to enter into the First Amendment to the Memorandum of Understanding attached hereto and incorporated herein.

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

Section No. 1: The Mayor is hereby authorized to enter into a First Amendment to the Memorandum of Understanding with the City of Sheffield Lake and the Village of Sheffield regarding shared jurisdictional authority for enforcement of the Ohio Building Code for permitting and inspection of improvements affecting structures constructed, or to be constructed, by Ford Motor Company, which is located in multiple jurisdictions.

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 immediate necessity to enter into a First Amendment to the Memorandum of Understanding with the City of Sheffield Lake and the Village of Sheffield regarding permitting and inspections at the Ford Motor Company located in multiple jurisdictions.

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

**FIRST AMENDMENT to the Memorandum of Understanding**  
**With the City of Avon Lake, Ohio; the City of Sheffield Lake, Ohio; and the**  
**Village of Sheffield, Ohio for Shared Jurisdictional Authority for Enforcement of the Ohio Building**  
**Code for Permitting and Inspection of Improvements Affecting Structures Constructed or to be**  
**Constructed by Ford Motor Company, Which Is Located in Multiple Jurisdictions**

**WHEREAS**, the City of Avon Lake, the City of Sheffield Lake, and the Village of Sheffield have previously entered into a **Memorandum of Understanding** (the "MOU"), effective on or about September 1, 2022, as duly authorized by **Ordinance No. 22-117**, passed by the Council of Avon Lake; **Ordinance No. 44-22**, passed by the Council of Sheffield Lake; and **Ordinance No. 2835**, passed by the Council of Sheffield Village. (City of Avon Lake, City Sheffield Lake, and Village of Sheffield will be identified jointly as the "Parties" and individually as a "Party"); and

**WHEREAS**, this **First Amendment** to the MOU, has been dully authorized by **Ordinance No. 24-26**, passed by the Council of Avon Lake; **Ordinance No. \_\_\_\_\_**, passed by the Council of Sheffield Lake; and **Ordinance No. \_\_\_\_\_**, passed by the Council of Village of Sheffield.

**WHEREAS**, the MOU provides the process for shared jurisdictional authority for enforcement of the Ohio Building Code for permitting and inspection of improvements affecting structures constructed or to be constructed, by Ford Motor Company at the Ohio Assembly Plant, which is located in multiple jurisdictions; and

**WHEREAS**, the MOU further provides that the Parties will utilize the City of Avon Lake's fee schedule which was attached to the MOU as Exhibit A and incorporated therein; and

**WHEREAS**, the fee schedule provides for a plans examination fee for each set of plans received within six (6) different types of plans; and

**WHEREAS**, the nature and scope of the current 2.8 million square foot expansion at the Ford Motor Company Ohio Assembly Plant has necessitated that plans within the various plan types identified on the fee schedule be submitted redundantly and depict different aspects of the construction; and

**WHEREAS**, under the approved fee schedule, each new plan submission would be subject to an additional plans examination fee, resulting in a nearly 77% increase in the originally anticipated plans examination fees; and

**WHEREAS**, it is in the best interest of the Parties to treat the Ford Motor Company Ohio Assembly Plant as a unique structure due to its massive size and complexity and to agree to only charge one plans examination fee for each type of plan identified on the fee schedule, even if plans are submitted in a redundant manner.

**NOW, THEREFORE:**

1) The Parties hereby agree that for each type of plan requiring plans examination, pursuant to the fee schedule, that the Ford Motor Company Ohio Assembly Plant will only be charged one plans examination fee, even if the plans are submitted in a redundant manner.

2) The Parties further agree that in the event that the City of Avon Lake incurs expenses related to the inspections and plan reviews associated with the current 2.8 million square foot expansion of the plant, which exceed the 10% described in Section G (iv) of the MOU, that the Village of Sheffield will compensate the City of Avon Lake for its actual costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000).

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the MOU to be effective on the date of the last signature hereto.

**City of Avon Lake, Ohio**

By: \_\_\_\_\_  
Mark A. Spaetzel, Mayor  
-Avon Lake-

**Village of Sheffield, Ohio**

By: \_\_\_\_\_  
Robert Markovich, Mayor  
-Sheffield Village-

**City of Sheffield Lake, Ohio**

By: \_\_\_\_\_  
Rocky Radeff, Mayor  
-Sheffield Lake-

Approved as to form and correctness (ORC § 705.11):

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Gary Ebert, Law Director, City of Avon Lake

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David M. Graves, Solicitor, Village of Sheffield  
Per Informed Consent of the Parties

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David M. Graves, Law Director, City of Sheffield Lake  
Per Informed Consent of the Parties

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF JONATHAN LISKOVEC TO THE POSITION OF PUBLIC WORKS DIRECTOR, ESTABLISHING THE RATE OF COMPENSATION FOR SAID POSITION, AND DECLARING AN EMERGENCY.

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

Section No. 1: That the appointment by the Mayor of Jonathn Liskovec, as the Public Works Director, for a term concurrent with the term of the Mayor, is hereby confirmed by Council.

Section No. 2: That the powers, duties, and responsibilities to be performed and undertaken by the Public Works Director shall be those provided for in Ordinance No. 24-5.

Section No. 3: Council does hereby fix and establish an annual salary of \$119,000 payable bi-weekly, effective \_\_\_\_\_.

Section No. 4: That Mr. Liskovec shall be entitled to receive the applicable benefits provided to full-time non-bargaining employees, as declared in Codified Ordinance Chapter 260.

Section No. 5: That in addition to the benefits provided in Codified Ordinance Chapter 260, Mr. Liskovec shall be entitled to receive four weeks of vacation, a \$600 clothing allowance, and a \$200 work boot allowance in calendar year 2024.

Section No. 6: That Mr. Liskovec shall be entitled to receive five (5) additional personal days after 90 days of employment to be used in calendar year 2024.

Section No. 7: 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. 8: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of making immediate provisions to fill the vacancy of the Public Works Director to ensure the efficient operation of the Public Works 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