VOTING ORDER

D. Bucci
J. Fenderbosch
R. James
D. Kos
L. Meiners
O'Donnell
J. Shondel

CITY OF AVON LAKE
150 AVON BELDEN ROAD
AVON LAKE, OHIO

The following business is to be considered at the regular meeting of the Avon Lake City Council on February 9, 2015 at 7:30 P.M. in the Council Chamber.

Pledge of Allegiance

Roll Call: Mr. Bucci, Mrs. Fenderbosch, Mr. James, Mr. Kos, Mr. Meiners, Mr. O'Donnell, Mr. Shondel, Mayor Zilka, Director of Law Lieberman, Director of Finance Presley, Public Works Director Reitz.

Approval of Minutes: January 5, 2015 Special Council Meeting and January 26, 2015 Regular Council Meeting as prepared and published.

Correspondence

Reports
- Mayor
- Council President
- Public Works Director
- Director of Law
- Director of Finance
- Standing Committees
- Special Committees

Audience Participation

Motions:

Confirming the Mayor's appointment of Janice Lapina to the Community Improvement Corporation effective August 8, 2014 – D. Bucci.

Accepting the resignation of Judy Kaminski from the Avon Lake Historic Preservation Commission effective February 9, 2015 – J. Shondel.

Confirming the Mayor's appointment of Don Cruse to the Avon Lake Historic Preservation Commission effective February 9, 2015 for a term expiring December 31, 2015 – J. Shondel.

Appointing Barbara Rudge to the Avon Lake Historic Preservation Commission effective February 9, 2015 for a term expiring December 31, 2015 – J. Shondel.

Legislation

Third Readings:

Temporary Legislation #10442, approving a salary adjustment for Steve Presley for acting as Contract Administrator.

Temporary Legislation #10444, authorizing the leasing of Assembly Hall to the Landmark Preservation Society.

Temporary Legislation #10445R, approving the Preliminary Plan for Alten Subdivision.

Temporary Legislation #10447R, amending Codified Ordinance Chapter 452.04 (k) (2), Chapter 452.15 (b), and Chapter 454.10.

Temporary Legislation #10449, approving the appointment of a Security Officer in the Municipal Court.

Temporary Legislation #10451, repealing Ordinance No. 47-2011 appointing Joseph Reitz to the position of Contract Administrator.

Second Reading:

Temporary Legislation #10452, authorizing the donation of unclaimed bicycles.

First Readings:

Temporary Legislation #10454, amending the Codified Ordinances to grant City Council and Boards, Commissions, and Committees the power to subpoena witnesses and records.

Temporary Legislation #10455, approving the use of submerged lands.

Temporary Legislation #10456, authorizing a personal services agreement for professional environmental consulting services.

Temporary Legislation #10457, authorizing the disposal of surplus City property no longer needed by internet auction.→

→Suspension of the rule requiring three readings

Temporary Legislation #10458, confirming the appointment of Mary Krupar to the position of Secretary to the Mayor.→

Temporary Legislation #10459, amending Codified Ordinance Section 260.06 (e) (2).

Temporary Legislation #10460, confirming the appointment of a Technical Aide II in the Public Works Department.→

Miscellaneous Business and Announcements

Public Input

Adjournment

→Suspension of the rule requiring three readings

BY: Mr. Bucci TEMP NO: 10442

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A SALARY INCREASE FOR STEVE PRESLEY, AND DECLARING AN EMERGENCY.

WHEREAS, it has been recommended by the Mayor and the Human Resource Committee that a salary increase be granted to Steve Presley, Finance Director, for assuming the duties of Contract Administrator for the City of Avon Lake, now therefore;

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

Section No. 1: That Steve Presley, Finance Director, is hereby granted a salary increase of $5,000.00 effective January 1, 2015, for assuming the additional duties of Contract Administrator.

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 compensating Mr. Presley for assuming the duties of the Contract Administrator immediately to ensure the City is following proper bidding and quotation procedures to be in compliance with the Avon Lake Codified Ordinance and Ohio Revised Code, thus for public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading: 1/12/15
2nd reading: 1/26/15
3rd reading:

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

BY: Mr. James TEMP NO: 10444

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE LEASING OF ASSEMBLY HALL AT VETERANS MEMORIAL PARK TO THE AVON LAKE LANDMARK PRESERVATION SOCIETY, AND DECLARING AN EMERGENCY.

WHEREAS, the Avon Lake Landmark Preservation Society (hereinafter "Tenant") desires to enter into a long-term lease agreement for Assembly Hall at Veterans Memorial Park, to permit it to undertake a renovation and restoration plan to restore, renovate, and maintain Assembly Hall, as much as is possible in its original condition and architecture, and

WHEREAS, the City of Avon Lake desires to enter into a long-term lease agreement for Assembly Hall at Veterans Memorial Park, to permit the Avon Lake Landmark Preservation Society to undertake a renovation and restoration plan to restore, renovate, and maintain the Leased Premises, Assembly Hall, as much as is possible in its original condition and architecture, now therefore;

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

Section No. 1: That the Mayor be authorized and directed to enter into an agreement to lease Assembly Hall at Veterans Memorial Park to the Landmark Preservation Society in accordance with the terms and conditions of the Lease Of Premises, which is attached hereto and incorporated herein.

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 having a current agreement in place in order to allow the Tenant to continue with improvements of Assembly Hall at this popular Avon Lake park, 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.

1st reading: 01/12/15
2nd reading: 01/26/15
3rd reading:

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

LEASE

THIS LEASE ("Lease") made as of the ____ day of _____, 2015, by and between the **CITY OF AVON LAKE, OHIO** ("Landlord"), an Ohio municipal corporation, and the **AVON LAKE LANDMARK PRESERVATION SOCIETY** ("Tenant"), an Ohio not-for-profit corporation.

WITNESSETH:

WHEREAS, Landlord owns certain real property at 32770 Lake Road, Avon Lake, Ohio known as Veteran's Memorial Park (the "Park Property");

WHEREAS, the Park Property is improved with a building (the "Premises") known as Assembly Hall or the Folger Home and containing approximately 4,500 square feet of floor area; and

WHEREAS, Tenant desires to lease the Premises from Landlord, and Landlord is willing to lease the Premises to Tenant upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereby covenant and agree as follows:

ARTICLE I

DEMISE

Section 1.1 Premises.

Landlord hereby leases the Premises to Tenant, and Tenant hereby takes the Premises from Landlord upon the terms and conditions hereinafter set forth.

Section 1.2 Common Areas.

Landlord grants to Tenant during the Term (hereinafter defined) a nonexclusive license to use the walkways, driveways, parking areas, lawn areas and other common areas that, from time to time, may be made available by Landlord on the Park Property (the "Common Areas") in common with Landlord and all others to whom Landlord has or may hereafter grant rights to use same, and subject to the exclusive control, management and direction thereof at all times by Landlord. Landlord will have the right to:

(a) establish, modify and enforce rules and regulations with respect to the Common Areas and the use of the same;

(b) close any or all portions of the Common Areas;

(c) utilize and exclusively benefit from portions of the Common Areas for outdoor shows, displays and festivals;

(d) erect temporary or permanent improvements or structures in the Common Areas;

(e) make or permit additions to, subtractions from, rearrangements of, alterations of, modifications of or supplements to the Common Areas; and

(f) do and perform such other acts in and to the Common Areas as Landlord shall determine to be advisable.

ARTICLE II

TERM

Section 2.1 Term and Commencement Date.

The term of this Lease (the "Term") shall commence on _____, 2015 (the "Commencement Date") and, unless sooner terminated in accordance with the terms of this Lease, shall expire on _____, 2025 (the "Expiration Date").

Section 2.2 Termination.

This Lease shall terminate at the end of the Term without the necessity of any notice from either Landlord or Tenant to terminate the same. Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of premises from a tenant holding over to the same extent as if statutory notice had been given.

Section 2.3 Surrender.

Upon the expiration or other termination of this Lease in any way, Tenant shall deliver and surrender to Landlord possession of the Premises, including all leasehold improvements and all fixtures permanently attached to the Premises, broom clean and in as good condition and repair as the same shall be on the Commencement Date or may have been put during the Term, excepting only ordinary wear and tear and damage by Casualty (as defined in Section 10.1), other than such damage by Casualty which is caused by the negligence of Tenant, its agents, employees or contractors, and which is not wholly covered by Landlord's hazard insurance policy, and shall deliver all keys to the Premises to Landlord.

ARTICLE III

USE AND OPERATIONS

Section 3.1 Use.

Tenant shall use and permit the use of the Premises solely for the following charitable and educational purposes (the "Permitted Use"):

(a) visitors' center;

(b) welcome center;

(c) public and private meeting place;

(d) historical museum for the City of Avon Lake;

(e) veteran's museum;

(f) public use by Avon Lake organizations;

(g) public use by residents of the City of Avon Lake;

(h) fundraising efforts;

(i) Tenant's administrative office;

(j) local school history classes and tours;

(k) nature lectures; and

(l) onsite classes for boat and water safety.

Permitted Use shall also include the following to the extent, but only to the extent, the same are permitted by applicable ordinances of the City of Avon Lake:

(m) coffee house;

(n) ice cream and beverage sales; and

(o) artists studio and classes.

Tenant may not use, permit or suffer the use of the Premises, or any part thereof, for any other purpose whatsoever without the prior written consent of Landlord.

Section 3.2 Operations by Tenant; Removal of Trash.

(a) Tenant will at its expense: (i) keep the inside and outside of all glass in the doors and windows of the Premises clean; (ii) keep all exterior surfaces of the Premises clean; (iii) replace promptly any cracked or broken glass of the Premises with glass of like kind and quality; (iv) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (v) comply with all laws, ordinances and governmental rules and regulations and with the recommendations of Landlord's fire insurance rating organization now or hereafter in effect; (vi) collect and properly dispose of all litter surrounding the Premises that results from or is attributable to the Premises; (vii) install and maintain all fire extinguishing apparatus required by local regulations or the requirements of Landlord's insurance underwriters; and (viii) take such actions as shall be necessary to prevent the freezing of water lines within the Premises.

(b) Tenant will not: (i) place or maintain any trash, refuse or other articles anywhere outside the Premises other than in approved solid waste and recyclable materials collection containers; (ii) permit accumulations of trash, rubbish or refuse within or without the Premises; or (iii) permit any part of the Premises to be used for any disreputable, offensive, immoral or illegal purpose.

(c) Landlord, at its expense, shall arrange for the collection of solid waste and recyclable materials that Tenant has deposited in approved containers outside the Premises.

Section 3.3 Signs.

Tenant will not place or suffer to be placed or maintained on the exterior of the Premises or anywhere outside of the Premises any sign, lettering, advertising matter or any other item of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All such signs or other items shall comply with all applicable laws. Tenant will, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter or other item permitted by Landlord in writing in good condition and repair at all times. Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, actions, demands, damages, liability and expense, including attorneys and other professional fees, arising from or related to, wholly or in part, directly or indirectly, the erection, maintenance, existence or removal of any sign or other item installed by Tenant, and Tenant shall repair all damage caused by the erection, existence, maintenance or removal of same. At the request of Landlord, at the termination of this Lease, Tenant shall remove all signs and such other items and repair damage caused by such removal. Landlord shall have the right to remove any sign or other matter which does not conform to the requirements of this section, and the cost of such removal shall be payable by Tenant to Landlord on demand.

Section 3.4 Painting and Displays by Tenant.

Tenant will not paint or decorate any part of the exterior of the Premises without first obtaining Landlord's written approval. Tenant will remove promptly upon notice from Landlord,

or take such other action as Landlord may direct, any such paint or decoration which has been applied without Landlord's approval.

Section 3.5 Performance Requirements.

Landlord has agreed to enter into this Lease based on assurances by Tenant that it would satisfy certain performance requirements, which are as follows:

(a) Not later than December 31, 2017, Tenant shall install a ramp to the entrance of the Premises that complies with the Americans with Disabilities Act of 1990;

(b) Not later than December 31, 2017, Tenant shall finish the upstairs interior portion of the Premises;

(c) Not later than December 31, 2017, Tenant shall replace all windows with new windows.

(d) Not later than December 31, 2017, Tenant shall remove the siding on the north side of the Premises, make any needed repairs to the underlying wood, and paint the north side of the Premises.

If Tenant fails to satisfy such performance requirements within the times specified, then Landlord shall have the right to terminate this Lease by notifying Tenant of its election not less than thirty (30) days prior to the termination date specified in such notice.

ARTICLE IV

RENT AND SECURITY DEPOSIT

Section 4.1 Rent Payable.

Tenant shall pay to Landlord as rent ("Rent") for the Premises, the following:

(a) the Base Rent; and

(b) all additional sums, charges or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease, whether or not such sums, charges or amounts are referred to as additional rent ("Additional Rent").

Section 4.2 Base Rent.

The "Base Rent" is Twelve Dollars ($12.00) per annum. Base Rent shall be payable in advance on the Commencement Date and each anniversary thereof. Base Rent for any partial Lease Year shall be prorated on a daily basis. As used herein, "Lease Year" means each successive period of twelve (12) consecutive months commencing on the Commencement Date.

Section 4.3 Payment of Rent.

Tenant shall pay all Rent when due and payable, without any setoff, deduction or prior demand therefor whatsoever. Rent shall be paid and delivered to Landlord at 150 Avon Belden Road, Avon Lake, Ohio 44012. Landlord may, at any time, change such remittance address by sending a notice to Tenant in accordance with Section 13.1 stating the change and setting forth the new address or addresses. Payments of Rent shall be deemed to have been given upon receipt. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 4.4 Security Deposit.

Concurrently with the execution of this Lease, Tenant shall deposit the sum of Five Hundred Dollars ($500.00) (the "Security Deposit") with Landlord and thereafter, during the continuance of this Lease, shall maintain the Security Deposit with Landlord. The Security Deposit shall be security for the full, prompt and faithful performance by Tenant of all of its obligations under this Lease. The Security Deposit shall not be deemed to be trust funds. Landlord shall not be required to hold the Security Deposit as a separate fund, but may commingle it with other funds. Landlord shall have the right, but not the obligation, to apply the Security Deposit or any part thereof toward the cost and expense (including Landlord's attorneys' and other professional fees, if any) of curing any default on the part of Tenant; in which event Tenant shall restore the Security Deposit within ten (10) days after Landlord's request to do so. Upon termination of this Lease and vacation of the Premises in the manner required by Section 2.3, the Security Deposit, or the portion thereof remaining unapplied after the curing of every default by Tenant, shall be returned to Tenant. No interest shall be payable to Tenant on account of the Security Deposit.

ARTICLE V

TAXES

Section 5.1 Tenant to Pay Taxes.

If at any time the Premises or the Park Property shall be subject to real estate taxes and/or assessments as a result of Tenant's use or occupancy of the Premises or those using or occupying the Premises through, under or with the permission of Tenant, then Tenant shall pay to Landlord the amount of such real estate taxes and assessments upon demand. In the alternative, Landlord shall have the right to require Tenant to pay to Landlord monthly on the first day of each month a sum ("Funds") equal to one-twelfth (1/12) of such yearly taxes and assessments, all as estimated initially and from time to time by Landlord on the basis of assessments, bills and reasonable

estimates thereof. The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a Federal or state agency. Landlord shall apply the Funds to pay such taxes and assessments. Landlord shall not be required to pay Tenant any interest or earnings on the Funds. If the amount of the Funds held by Landlord, together with the future monthly installments of Funds payable prior to the due dates of taxes and assessments, shall exceed the amount required to pay such taxes and assessments as they fall due, then such excess shall be, at Tenant's option, either promptly repaid to Tenant or credited to Tenant on future monthly installments of Funds. If the amount of the Funds held by Landlord shall not be sufficient to pay taxes and assessments as they fall due, then Tenant shall pay to Landlord any amount necessary to make up the deficiency within ten (10) days from the date notice is mailed to Tenant requesting payment thereof. The obligations of Tenant pursuant to this section shall survive the expiration or termination of this Lease as to taxes and assessments payable for any period prior to such termination.

ARTICLE VI

IMPROVEMENTS

Section 6.1 Landlord's Improvements.

Landlord shall not be required to make any improvement to or alteration or repair of the Premises, Tenant hereby agreeing to accept the Premises in "as is" condition.

Section 6.2 Tenant's Improvements.

(a) Tenant shall not undertake, directly or indirectly, any construction work, improvements or alterations, nor shall Tenant install any equipment (all such construction work, improvements, alterations and installations being hereinafter collectively referred to as the "Work") without first obtaining Landlord's written approval of the plans and specifications therefor. The approval by Landlord of Tenant's plans and specifications shall not constitute the assumption of any liability on the part of Landlord for their accuracy or their conformity with building code requirements, and Tenant shall be solely responsible for such plans and specifications. The approval by Landlord of Tenant's plans and specifications shall not constitute a waiver by Landlord of the right thereafter to require Tenant to amend the same to provide for omissions or deficiencies therein later discovered by Landlord.

(b) Tenant shall not commence any Work without first delivering to Landlord:

(i) the policies of insurance, or certificates thereof, required by Sections 9.3 and 9.4; and

(ii) such security satisfactory to Landlord that such Work will be timely and properly performed and completed in accordance with the requirements of Section 6.3.

(c) Tenant, at Tenant's sole cost and expense, shall obtain all building, use and occupancy permits and licenses required by applicable governmental authorities for Tenant's Work and for the use of the Premises.

(d) If Tenant shall fail to complete any Work commenced by Tenant, then Landlord may, in addition to all other rights and remedies it may have, complete such Work on behalf of and for the account of Tenant upon five (5) days' prior notice to Tenant of its intention to do so. The costs and expenses incurred by Landlord in completing the Work shall be deemed to be Additional Rent, due and payable on demand.

Section 6.3 Manner of Work.

All items installed by Tenant shall be new and of first quality. All Work, whether in the nature of erection, construction, alteration, repair or restoration permitted or required to be made by Tenant, shall be performed and completed in a first class and workmanlike manner, promptly, efficiently and competently by duly qualified and, if necessary, licensed persons or entities and in accordance with all applicable laws, ordinances, rules, rulings, regulations and requirements of any governmental authority having jurisdiction over the Premises. Prior to commencing any of such Work, Tenant at Tenant's sole cost and expense, shall obtain all permits and authorizations required pursuant to any legal requirements. All Work including fixtures, shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Landlord and shall remain for the benefit of Landlord at the end of the Term or other termination of this Lease in as good order and condition as it was when installed, reasonable wear and tear only excepted. Tenant shall at its sole cost and expense, daily remove from the Premises all trash and debris in connection with Tenant's activities.

ARTICLE VII

REPAIRS AND ALTERATIONS

Section 7.1 Repairs to be Made by Landlord.

Landlord shall maintain utility lines and connections servicing the Premises to the extent such utility lines and connections are situated beyond the footprint of the Premises. Landlord shall not be required to maintain or to make any other repair or improvement to the Premises. However, without obligating Landlord, to the extent its finances permit, Landlord shall consider assisting Tenant in making repairs and/or improvements to the Premises. As used herein, the "footprint of the Premises" means the exterior perimeter of the Premises including porches and stairways.

Section 7.2 Repairs to be Made by Tenant.

Except for the repairs to be made by Landlord pursuant to Section 7.1, all needed repairs to the Premises and any installations, equipment or facilities therein, both exterior and interior, structural as well as non-structural, including repairs to the roof, structural floors, heating,

ventilating, electrical and plumbing systems, shall be made by Tenant at its sole cost and expense. Without limiting the generality of the foregoing, Tenant will at all times keep the interior of the Premises, including all electrical, plumbing and other mechanical installations therein, all floors, the heating, ventilating and air conditioning systems, fire protection, sprinkler, electrical, plumbing and sewer systems, meters, doors, window frames, and all portions of the exterior of the Premises, in good order and repair and will make all replacements from time to time required thereto.

Section 7.3 Alterations by Tenant.

Tenant will not make any alteration, renovation, improvement or installation in, on or to the Premises or any part thereof (including without limitation, any alteration of signs, structural alteration, or any cutting or drilling into any part of the Premises or any securing of any fixture, apparatus or equipment of any kind to any part of the Premises) unless and until Tenant shall have caused plans and specifications in the form required by Section 6.2 to have been prepared, at Tenant's expense, and shall have obtained Landlord's approval thereof. If such approval is granted, then Tenant shall cause the work described in such plans and specifications to be performed, at its expense, in accordance with the requirements of Sections 6.2 and 6.3, promptly, efficiently and competently by duly qualified and, if necessary, licensed persons or entities.

ARTICLE VIII

UTILITIES

Section 8.1 Water, Electricity, Telephone and Sanitary Sewer.

Tenant shall arrange and pay for: (a) water, sanitary sewer service, electricity and all other utilities supplied to the Premises and (b) all utilities supplied to the Park Property with the approval of Tenant the primary purpose of which is to highlight, enhance or serve the Premises, including but not limited to electricity for lighting the exterior of the Premises.

Section 8.2 Discontinuances and Interruptions of Utility Services.

Landlord shall not be liable to Tenant in damages or otherwise (a) if any utility shall become unavailable from any public utility company, public authority or any other person or entity (including Landlord) supplying or distributing such utility, or (b) for any interruption in any utility service caused by the making of any repairs, improvements or alterations to the Premises, and the same shall not constitute a termination of this Lease or an eviction of Tenant.

ARTICLE IX

INDEMNITY AND INSURANCE

Section 9.1 Indemnity by Tenant.

Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, actions, demands, damages, liability and expense, including attorneys' and other professional fees, in connection with loss of life, personal injury and/or damage to property arising from or related to, wholly in part, directly or indirectly, the construction, occupancy or use of the Premises or any part thereof, or arising from or related to, wholly or in part, directly or indirectly, any act or omission of Tenant, its officers, agents, contractors or employees. The obligations of Tenant pursuant to this section shall survive the expiration or termination of this Lease as to taxes and assessments payable for any period prior to such termination.

Section 9.3 Tenant's Insurance.

At all times after the execution of this Lease, Tenant will obtain and keep in force, at its expense:

(a) Commercial general liability insurance, on an occurrence basis, insuring against any and all claims as are customarily covered under a standard policy form routinely accepted by institutional owners and mortgagees for bodily injury, death and property damage, including insurance against assumed or contractual liability, occurring in or about the Premises and on the Common Areas and adjoining streets and sidewalks. Such insurance shall have a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence and excess umbrella liability insurance in the amount of at least Two Million Dollars ($2,000,000.00). Such liability insurance shall be primary and not contributing to any insurance available to Landlord, and Landlord's insurance, if any, shall be in excess thereto.

(b) If and to the extent required by law, Worker's Compensation or similar insurance in form and amounts required by law.

Section 9.4 Tenant's Contractor's Insurance.

Tenant shall require each contractor of Tenant performing work in, on or about the Premises to secure and keep in force, at no expense to Landlord:

(a) Commercial general liability insurance, on an occurrence basis, including premises and operations coverage, products and completed operations coverage, broad form property damage coverage and contractual liability coverage with a per occurrence combined single limit of liability (or comparable split limits) for bodily injury, property damage liability and personal injury liability of not less than Ten Million Dollars ($10,000,000.00).

(b) Worker's Compensation or similar insurance in form and amounts required by law.

Section 9.5 Policy Requirements.

The company or companies writing any insurance which Tenant is required to secure and maintain or cause to be secured and maintained pursuant to Sections 9.3 and 9.4, as well as the form of such insurance, shall at all times be subject to Landlord's written approval. Each such company or companies shall be licensed to do business in Ohio. Each policy evidencing such insurance shall designate Landlord and each designee of Landlord as additional insureds and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Landlord. A certificate for such insurance and a copy of the policy shall be delivered to Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same. At least ten (10) days prior to the expiration or termination of any such policy, Tenant shall deliver to Landlord a certificate for a new or renewal policy and a copy of the policy. If Tenant shall fail to perform any of its obligations under Sections 9.3, 9.4 or 9.5, then, in addition to any other right or remedy available to Landlord, Landlord may perform the same and the cost thereof to Landlord shall be deemed Additional Rent and shall be payable to Landlord upon demand.

Section 9.6 Waiver of Liability.

Landlord and Landlord's agents, officials, representatives and employees shall not be liable for, and Tenant waives all claims arising from damage to property sustained by Tenant or any person claiming by, through or under Tenant resulting from any accident or occurrence in or upon the Premises or any other part of the Park Property. The foregoing waiver shall include, but not be limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair, (b) injury done or occasioned by wind, (c) any defect in or failure of plumbing, heating or air-conditioning equipment, electric wiring, gas, water and steam pipes, or stairs, rails or walks, (d) broken glass, (e) the backing up of any sewer pipe or downspout, (f) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Premises, (g) the escape of steam or hot water, (h) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Premises, (i) the falling of any fixture, plaster or stucco, and (j) any act, omission or negligence of trespassers or other users of the Park Property.

ARTICLE X

DAMAGE AND DESTRUCTION

Section 10.1 Landlord's Option to Terminate Lease.

If the Premises are damaged or destroyed by fire, the elements, or other peril, whether insured or uninsured (any of such causes being referred to herein as a "'Casualty"), then Landlord shall have the right, but not the obligation, by notifying Tenant in writing within sixty (60) days after the date of such damage or destruction, to terminate this Lease.

If such notice is given, this Lease shall terminate as of the date of such notice, Rent (other than any Additional Rent due Landlord resulting from Tenant's failure to perform any of its obligations under this Lease) shall be adjusted as of the date of such termination, and the parties shall be relieved of all obligations and liabilities thereafter accruing.

Section 10.2 Repair and Reconstruction.

If the Premises shall be damaged by Casualty but Landlord does not elect to terminate this Lease, then Landlord shall, at its option, either repair the damaged portions of the Premises or make available to Tenant any insurance proceeds received by Landlord on account of such damage (subject, however, to such conditions and safeguards as Landlord may deem appropriate) for Tenant to use to repair such damage. If the Premises shall not be rendered unusable by such Casualty, there shall be no abatement of Rent. If, as the result of Casualty, the Premises shall be rendered unusable, in the reasonable judgment of Landlord, then all Rent (other than any Additional Rent due Landlord resulting from Tenant's failure to perform any of its obligations under this Lease) shall be abated proportionately as to the portion of the Premises rendered unusable (as reasonably determined by Landlord) for the period that such condition continues.

ARTICLE XI

ASSIGNMENTS AND SUBLETTING

Section 11.1 Assignment Not Permitted.

Tenant will not mortgage, pledge, encumber, assign or in any manner transfer this Lease or Tenant's interest herein, directly or indirectly, in whole or in part. Tenant will not sublet all or any part of the Premises without obtaining the prior written consent of Landlord.

ARTICLE XII

DEFAULT

Section 12.1 "Event of Default" Defined.

Any one or more of the following events shall constitute an "Event of Default":

(a) The taking, sale or transfer of Tenant's interest in the Premises under attachment, execution or other process of law or equity.

(b) The failure of Tenant to pay any Rent or other sum of money under this Lease within fifteen (15) days after the same is due.

(c) The use of the Premises for any purpose other than the Permitted Use.

(d) The discovery that any material representation made by Tenant in this Lease is untrue.

(e) Default by Tenant in the performance or observance of any term, condition or covenant of this Lease (other than a default involving the payment of money), which default is not cured within thirty (30) days after the giving of notice thereof by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently and continuously prosecute the curing of same and shall completely cure such default as promptly as possible.

Section 12.2 Remedies.

Upon the occurrence of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below), in addition to and not in lieu of any other rights or remedies available to Landlord at law or in equity, may exercise any one or more of the following rights:

(a) Landlord may perform, on behalf and at the sole cost and expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice; the cost of which performance by Landlord shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand.

(b) Landlord may (i) terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant and (ii) reenter the Premises, by summary proceedings or otherwise, remove Tenant and all other persons and property from the Premises and store such property in a public warehouse or elsewhere at the sole cost and expense of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

Section 12.3 Damages Upon Termination.

If this Lease is terminated by Landlord pursuant to Section 12.2, Tenant nevertheless shall remain liable for any Rent and damages which may be due or sustained prior to such termination, and for all reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including attorneys' and other professional fees (all such Rent, damages, costs, fees and expenses being referred to herein collectively as "Termination Damages") plus additional damages (the "Liquidated Damages") which are hereby stipulated to be equal to the Rent which, but for termination of this Lease, would have become due during the remainder of the Term, discounted at the rate of four percent (4%) per annum.

ARTICLE XIII

NOTICES

Section 13.1 Sending of Notices.

Any notice, request, demand, approval or consent given or required to be given under this Lease shall be in writing and shall be deemed to have been given upon receipt (if hand delivered and receipt obtained) or on the third day following the day on which the same shall have been mailed by United States registered or certified mail, return receipt requested, with all postal charges prepaid, addressed to the following addresses:

If to Landlord:	City of Avon Lake, Ohio 150 Avon Belden Road Avon Lake, Ohio 44012 Attention: Mayor
with a copy to:	Law Director City of Avon Lake, Ohio 150 Avon Belden Road Avon Lake, Ohio 44012
If to Tenant:	Avon Lake Landmark Preservation Society 32770 Lake Road Avon Lake, Ohio 44012 Attention: President

Either party may, at any time, change its address for the above purpose by sending a notice to the other party stating the change and setting forth the new address, which notice, however, shall be deemed to have been given only upon receipt by the other party.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Access to Premises.

Landlord and its agents, representatives, employees and contractors shall have the right to enter all parts of the Premises for the purpose of inspecting the Premises, or for the purpose of making such additions, alterations or repairs to the Premises as Landlord is required or permitted to make, and to take all materials, tools and equipment in, through, or above the Premises that may be required therefor without the same constituting an actual or constructive eviction of Tenant. Landlord shall also have the right to show the Premises to persons interested in purchasing or leasing the same. Except in the event of an emergency, each such entry shall be made only during normal business hours and only after Tenant has been given written or oral notice of such entry not less than twenty-four hours in advance. During such entry, Landlord

shall use reasonable efforts not to unreasonably interfere with Tenant's use of the Premises. In cases of emergency, Landlord shall have the right to enter the Premises any time with no prior notice.

Section 14.2 Financial Statements.

Not later than sixty (60) days after each calendar year, Tenant shall furnish to Landlord an income and expense statement for such year, a balance sheet as of the end of such year and such other financial information as Landlord may reasonably request. Such information shall be in such form and contain such information as Landlord may request. If Tenant does not provide the financial information when required or if Landlord deems the financial information provided unsatisfactory, then, in addition to all other rights of Landlord, Landlord shall have the right to employ, at Tenant's expense, an accountant to examine the books and records of Tenant and prepare such financial information.

Section 14.3 Remedies Cumulative.

No reference to any specific right or remedy of Landlord shall preclude Landlord from exercising any other right or remedy or from maintaining any action which it may otherwise be entitled to maintain at law or in equity. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy upon a breach thereof and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition.

Section 14.4 Successors and Assigns.

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant.

Section 14.5 Compliance with Laws and Regulations.

Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with: (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including but not limited to the Americans with Disabilities Act of 1990 and other laws for the protection of handicapped persons, and including those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same; and (b) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions, which apply to the Premises.

Section 14.6 Captions and Headings.

The Article and Section captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

Section 14.7 No Modification.

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof; all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representation, understanding, or agreement has been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease may be modified only by a writing signed by the party against whom the modifications is sought to be enforced.

Section 14.8 Severability.

If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstance shall, to any extent, be adjudged invalid or unenforceable, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 14.9 Third Party Beneficiary.

Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third party beneficiary.

Section 14.10 Authorization.

Each person executing this Lease on behalf of Tenant individually represents and warrants his or her authority to do so.

Section 14.11 Applicable Law.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Ohio.

Section 14.12 Quiet Enjoyment.

If Tenant pays the Rent as and when due and timely performs all the covenants and agreements herein required to be performed by Tenant, Tenant shall, at all times during the Term, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from Landlord or any persons lawfully claiming under or through Landlord.

Section 14.13 Holding Over.

If Tenant or anyone claiming under Tenant shall be in possession of all or any part of the Premises after the expiration or other termination of this Lease, the tenancy hereunder shall be deemed to be from month-to-month if such holdover is with the express written consent of Landlord, otherwise such holdover shall be deemed to be at sufferance. Such holdover shall be subject to all the terms and conditions of this Lease except as to Term and except that the Base Rent shall be Twenty-Five Dollars ($25.00) per month, payable in advance on the first day of each month.

Section 14.14 Landlord's Consent.

Unless otherwise specifically provided herein to the contrary, whenever the consent, approval or acceptance of Landlord is required, such consent, approval or acceptance shall be deemed given if given by the then Mayor of the City of Avon Lake, Ohio. Whenever Landlord's consent, approval or acceptance is required, unless specifically provided to the contrary herein, such consent, approval or acceptance may be granted or withheld in Landlord's sole discretion.

Section 14.15 Termination.

Unless the context otherwise requires, use of the phrases "termination of this Lease" or "termination of the Term" or similar language shall also refer to the expiration of the Term.

Section 14.16 Ohio Cultural Facilities Grant.

(a) This Lease is contingent upon Tenant obtaining from the State of Ohio a cultural facilities grant in the amount of at least One Hundred Fifty Thousand Dollars ($150,000.00) for the purpose of rehabilitating, renovating and improving the Premises (the "Grant"). If the Grant is not obtained by June 30, 2016, then this Lease shall automatically terminate.

(b) In order to obtain the Grant funds, Tenant shall execute, as Project Sponsor, the Cultural Project Cooperative Use Agreement (the "Use Agreement") with the State of Ohio, and shall fully observe and perform all obligations imposed upon the Project Sponsor by the Use Agreement.

(c) In expending Grant funds, Tenant shall comply with prevailing wage requirements to the same extent as if Landlord were making the expenditures.

(d) If all or any portion of the Grant is withdrawn, not funded or otherwise made unavailable to Tenant, then Landlord shall have the right to terminate this Lease.

(e) The parties hereto acknowledge that, because Landlord is not the Project Sponsor, Landlord shall not be required to make any contribution toward the Project Budget (as defined in the Use Agreement) nor make any expenditures or provide any funds as a condition of the Grant.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby have executed this Lease as of the day and year first above written.

LANDLORD:

CITY OF AVON LAKE, OHIO

By: _____
Gregory J. Zilka, Mayor

TENANT:

AVON LAKE LANDMARK PRESERVATION SOCIETY

By: _____
Christine Burns, President

By signing this Lease on behalf of Tenant, the officers so doing make the covenants and warranties contained in Section 14.10 hereof.

STATE OF OHIO)
) SS:
LORAIN COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Gregory J. Zilka, 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 _____, 2015.

_____
Notary Public

STATE OF OHIO)
) SS:
LORAIN COUNTY)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Christine Burns, known to me to be the President of the above named Avon Lake Landmark Preservation Society, an Ohio not-for-profit corporation, and acknowledged that she did sign the foregoing instrument on behalf of said corporation, duly authorized, and that the same is her free act and deed as such officer, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Avon Lake, Ohio this _____ day of _____, 2015.

_____
Notary Public

Approved as to Form:

_____
Abraham Lieberman, Law Director

December 24, 2014
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BY: Mrs. Fenderbosch TEMP NO: 10445R

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PRELIMINARY PLAN FOR ALTEN SUBDIVISION.

WHEREAS, a Preliminary Plan for Alten Subdivision has been submitted to the Planning Commission at its regular meeting on January 6, 2015 and has been recommended to Council for approval, **and**

WHEREAS, the Zoning Board of Appeals approved the following cases: 14-029, 14-030, 14-031, and 14-032, and

WHEREAS, the aforementioned shall be recorded on the site plan, now therefore;

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

Section No. 1: In accordance with Section 1216 of the Planning and Zoning Code, the Planning Commission has reviewed the proposal set forth in the Preliminary Plan for Alten Subdivision for the creation of seven buildable lots on 4.09 acres of land on the north side of Krebs Road.

Section No. 2: Council comes now to consider said Preliminary Plan for Alten Subdivision, and the same is hereby approved.

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 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. 4: That this Ordinance shall be in full force and effect from the earliest period allowed by law.

1st reading: 1/12/15
2nd reading: 1/26/15
3rd reading:

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

BY: Mr. Kos TEMP NO: 10447R

ORDINANCE NO. _____

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 452.04(k)(2), SECTION 452.15 (b), AND SECTION 454.10.

WHEREAS, the Safety Committee has recommended changes to Codified Ordinance Section 452.04 (k)(2), Section 452.15 (b), and Section 454.10 regarding parking violations in disabled parking locations, 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 452.04 (k)(2)is hereby amended as follows:

452.04 MANNER OF PARALLEL AND ANGLE PARKING; HANDICAPPED PERSONS.

(a) Every vehicle stopped or parked upon a roadway where there is an adjacent curb shall be stopped or parked with the right-hand wheels of the vehicle parallel with and not more than 12 inches from the right-hand curb, unless it is impossible to approach so close to the curb; in such case the stop shall be made as close to the curb as possible and only for the time necessary to discharge and receive passengers or to load or unload merchandise. Local authorities by ordinance may permit angle parking on any roadway under their jurisdiction, except that angle parking shall not be permitted on a state route within the Municipality unless an unoccupied roadway width of not less than 25 feet is available for free-moving traffic.

(b) Local authorities by ordinance may permit parking of vehicles with the left-hand wheels adjacent to and within 12 inches of the left-hand curb of a one-way roadway.

(c) (1) A. Except as provided in division (c)(1)B. of this section, no vehicle shall be stopped or parked on a road or highway with the vehicle facing in a direction other than the direction of travel on that side of the road or highway.

B. The operator of a motorcycle may back the motorcycle into an angled parking space so that when the motorcycle is parked it is facing in a direction other than the direction of travel on the side of the road or highway.

(2) The operator of a motorcycle may back the motorcycle into a parking space that is located on the side of, and parallel to, a road or highway. The motorcycle may face any direction

(d) Notwithstanding any statute or any rule, regulation, resolution, or ordinance, air compressors, tractors, trucks, and other equipment, while being used in the construction, reconstruction, installation, repair, or removal of facilities near, on, over, or under a street or highway, may stop, stand, or park where necessary in order to perform such work, provided a flagperson is on duty or warning signs or lights are displayed as may be prescribed by the Director of Transportation.

(e) Special parking locations and privileges for persons with disabilities that limit or impair the ability to walk, also known as handicapped parking spaces or disability parking spaces, shall be provided and designated by all political subdivisions and by the State and all agencies and instrumentalities thereof at all offices and facilities where parking is provided, whether owned, rented, or leased, and at all publicly owned parking garages. The locations shall be designated through the posting of an elevated sign, whether permanently affixed or movable, imprinted with the international symbol of access and shall be reasonably close to exits, entrances, elevators, and ramps. All elevated signs posted in accordance with this division and Ohio R.C. 3781.111(C) shall be mounted on a fixed or movable post, and the distance from the ground to the bottom edge of the sign shall measure not less than five feet . If a new sign or a replacement sign designating a special parking location is posted on or after October 14, 1999, there also shall be affixed upon the surface of that sign or affixed next to the designating sign a notice that states the fine applicable for the offense of parking a motor vehicle in the special designated parking location if the motor vehicle is not legally entitled to be parked in that location.

(f) (1) No person shall stop, stand, or park any motor vehicle at special parking locations provided under division (e) of this section, or at special clearly marked parking locations provided in or on privately owned parking lots, parking garages, or other parking areas and designated in accordance with that division, unless one of the following applies:

A. The motor vehicle is being operated by or for the transport of a person with a disability that limits or impairs the ability to walk and is displaying a valid removable windshield placard or special license plates; or

B. The motor vehicle is being operated by or for the transport of a handicapped person and is displaying a parking card or special handicapped license plates.

(2) Any motor vehicle that is parked in a special marked parking location in violation of division (f)(1)A. or (f)(1)B. of this section may be towed or otherwise removed from the parking location by the law enforcement agency of the Municipality. A motor vehicle that is so towed or removed shall not be released to its owner until the owner presents proof of ownership of the motor vehicle and pays all towing and storage fees normally imposed by the Municipality for towing and storing motor vehicles. If the motor vehicle is a leased vehicle, it shall not be released to the lessee until the lessee presents proof that that person is the lessee of the motor vehicle and pays all towing and storage fees normally imposed by the Municipality for towing and storing motor vehicles.

(3) If a person is charged with a violation of division (f)(1)A. or (f)(1)B. of this section, it is an affirmative defense to the charge that the person suffered an injury not more than 72 hours prior to the time the person was issued the ticket or citation and that, because of the injury, the person meets at least one of the criteria contained in Ohio R.C. 4503.44(A)(1).

(g) When a motor vehicle is being operated by or for the transport of a person with a disability that limits or impairs the ability to walk and is displaying a removable windshield placard or a temporary removable windshield placard or special license plates, or when a motor vehicle is being operated by or for the transport of a handicapped person, and is displaying a parking card or special handicapped license plates, the motor vehicle is permitted to park for a period of two hours in excess of the legal parking period permitted by local authorities, except where local ordinances or police rules provide otherwise or where the vehicle is parked in such a manner as to be clearly a traffic hazard.

(h) No owner of an office, facility, or parking garage where special parking locations are required to be designated in accordance with division (e) of this section shall fail to properly mark the special parking locations in accordance with that division or fail to maintain the markings of the special locations, including the erection and maintenance of the fixed or movable signs.

(i) Nothing in this section shall be construed to require a person or organization to apply for a removable windshield placard or special license plates if the parking card or special license plates issued to the person or organization under prior law have not expired or been surrendered or revoked.

(j) As used in this section:

(1) "Handicapped person" means any person who has lost the use of one or both legs or one or both arms, who is blind, deaf, or so severely handicapped as to be unable to move without the aid of crutches or a wheelchair, or whose mobility is restricted by a permanent cardiovascular, pulmonary, or other handicapping condition.

(2) "Person with a disability that limits or impairs the ability to walk" has the same meaning as in Ohio R.C. 4503.44.

(3) "Special license plates" and "removable windshield placard" mean any license plates or removable windshield placard or temporary removable windshield placard issued under Ohio R.C. 4503.41 or 4503.44, and also mean any substantially similar license plates or removable windshield placard or temporary removable windshield placard issued by a state, district, country, or sovereignty.

(k) Penalty.

~~**(1) Whoever violates division (a) or (e) of this section is guilty of a minor misdemeanor.**~~

~~(2) A. Whoever violates division (f)(1)A. or B. of this section is guilty of a misdemeanor and shall be punished as provided in division (k)(2)A. and B. of this section. Except as otherwise provided in division (k)(2)A. of this section, an offender who violates division (f)(1)A. or B. of this section shall be fined not less than two hundred fifty dollars ($250.00) nor more than five hundred dollars ($500.00). An offender who violates division (f)(1)A. or B. of this section shall be fined not more than one hundred dollars ($100.00) if the offender, prior to sentencing, proves either of the following to the satisfaction of the court:~~

~~1. At the time of the violation of division (f)(1)A. of this section, the offender or the person for whose transport the motor vehicle was being operated had been issued a removable windshield placard that then was valid or special license plates that then were valid but the offender or the person neglected to display the placard or license plates as described in division (f)(1)A. of this section.~~

~~2. At the time of the violation of division (f)(1)B. of this section, the offender or the person for whose transport the motor vehicle was being operated had been issued a parking card that then was valid or special handicapped license plates that then were valid but the offender or the person neglected to display the card or license plates as described in division (f)(1)B. of this section.~~

~~B. In no case shall an offender who violates division (f)(1)A. or B. be sentenced to any term of imprisonment.~~

~~C. An arrest or conviction for a violation of division (f)(1)A. or B. of this section does not constitute a criminal record and need not be reported by the person so arrested or convicted in~~

~~response to any inquiries contained in any application for employment, license, or other right or privilege, or made in connection with the person's appearance as a witness.~~

~~D. The Clerk of the Court shall pay every fine collected under division (k)(2) of this section to the Municipality. Except as provided in division (k)(2) of this section, the Municipality shall use the fine moneys it receives under division (k)(2) of this section to pay the expenses it incurs in complying with the signage and notice requirements contained in division (e) of this section. The Municipality may use up to 50% of each fine it receives under division (k)(2) of this section to pay the costs of educational, advocacy, support, and assistive technology programs for persons with disabilities, and for public improvements within the Municipality that benefit or assist persons with disabilities, if governmental agencies or nonprofit organizations offer the programs.~~

~~(3)~~ Whoever violates division (h) of this section shall be punished as follows:

~~A.~~ **(1)** Except as otherwise provided in division (k)(3) of this section, the offender shall be issued a warning.

~~B.~~ **(2)** If the offender previously has been convicted of or pleaded guilty to a violation of division (h) of this section or of a municipal ordinance that is substantially similar to that division, the offender shall not be issued a warning but shall be fined not more than twenty-five dollars ($25.00) for each parking location that is not properly marked or whose markings are not properly maintained.

ORC 4511.69)

Section No. 2: That Codified Ordinance Section 452.15 (b) is hereby amended as follows:

452.15 WAIVER.

~~(a)~~ Unless otherwise specifically provided, any person served with a written notice of a parking violation, either personally or by posting or attaching the same to a motor vehicle, may be discharged of such offense upon payment of ten dollars ($10.00) at the office of the Parking Violations clerk, either by personal delivery or by mail, delivered or postmarked within 48 hours after the issuance of the written notice of violation, or upon payment of twenty dollars ($20.00) at the office of the Parking Violations Clerk within 72 hours after the issuance of said written notice of violation. After the passage of 72 hours, a parking violation charge shall be disposed of through an appearance before the Municipal Court at a regularly scheduled hearing and/or continuances thereof.

~~(b) Any person served with a written notice of a violation of Section 452.04(e), either personally or by posting or attaching the same to a motor vehicle, may discharge such offense through the waiver provisions provided for in this section. Whoever is convicted of or pleads guilty to a violation of Section 452.04(e) shall be fined one hundred dollars ($100.00).~~

Section No. 3: That Codified Ordinance Section 454.10 is hereby amended as follows:

454.10 PARKING INFRACTION FINES.

Fines for parking infractions shall be as follows:

(a) Ten dollars ($10.00), if paid at the Parking Violations Bureau within forty-eight hours of the infraction.

(b) Twenty dollars ($20.00), if paid at the Parking Violations Bureau within seventy-two hours of the infraction.

(c) Two-hundred and fifty dollars ($250.00) for parking in designated disabled parking locations in violation of Codified Ordinance Section 452.04 (f).

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 shall be in full force and effect from the earliest period allowed by law.

1st reading: 01/12/15
2nd reading: 01/26/15
3rd reading:

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

BY: Mr. Bucci TEMP NO: 10449

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE APPOINTMENT OF A SECURITY OFFICER IN THE MUNICIPAL COURT, 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 Judge of the Municipal Court of Avon Lake of Jordan Stephenson to the position of Security Officer in the Municipal Court, effective September 12, 2014, be and it is hereby approved and confirmed by Council.

Section No. 2: That Council does hereby fix and establish a rate of $20.00 per hour for the position, payable bi-weekly as determined by the Finance Director.

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 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. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing the Municipal Court with adequate personnel for the efficient operation of the Court, thus for the preservation of the public's health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading: 01/12/15
2nd reading: 01/26/15
3rd reading:

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

BY: Mr. Bucci TEMP NO: 10451

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 47-2011, AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance No. 47-2011 appointed Joseph Reitz to the position of Contract Administrator and established a stipend for said position, and

WHEREAS, the duties of Contract Administrator have been reassigned to the Finance Director, and

WHEREAS, the Human Resources Director and Human Resources Committee of Council have recommended that Ordinance No. 47-2011 be repealed, now therefore;

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

Section No. 1: That Ordinance No. 47-2011 is hereby repealed effective November 12, 2013.

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 to accurately reflect the assignment of duties of Contract Administrator and compensation for said position. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading: 1/12/15
2nd reading: 1/26/15
3rd reading:

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

BY: Mr. Kos TEMP NO: 10452

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE DONATION OF UNCLAIMED PROPERTY IN THE POLICE DEPARTMENT.

WHEREAS, the City of Avon Lake desires to dispose of property that has been unclaimed for ninety (90) days, and

WHEREAS, the property to be disposed of is itemized on the list attached hereto, and consists of bicycles, and

WHEREAS, it has been recommended by the Chief of Police that the City donate this property which has been unclaimed for ninety (90) days to a non-profit organization known as Community Resource Services, and

WHEREAS, Section 737.32 O.R.C. allows such a donation, now therefore;

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

Section No. 1: That the City of Avon Lake does authorize the Chief of Police to donate the property on the attached list to Community Resource Services.

Section No. 2: That Community Resource Services shall provide a statement to the City of Avon Lake indicating that it is a non-profit organization and complies with the requirements of Section 737.32 O.R.C.

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 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. 4: That this Ordinance shall be in full force and effect from the earliest period allowed by law.

1st reading: 1/26/15
2nd reading:
3rd reading:

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

CITY OF AVON LAKE
POLICE DEPARTMENT

32855 WALKER ROAD --- AVON LAKE, OHIO 44012

TELEPHONE: (440) 933-4567
FAX: (440) 930-4106

Chief Streator,

The following bikes have been in the ALPD impound for over 90 days:

- AA1411069 – Next Power Climber Mountain Bike, 26", Red/Black
- AA1407247 – Huffy Trail Runner, Pink/White
- AA1405970 – Omega Quest Mountain Bike, Black/Grey
- AA1406655 – Vertical Mountain Bike, 26", Green
- AA1406104 – Giant Boulder
- AA1411474 – Raliegh 3.0 Sun Tour, 26"
- AA1411911 – BMS Chaos FS20
- AA1410384 – Mongoose Ledge 2.1
- AA1400503 – Roadmaster Mt. Sport
- AA1407386 – Huffy
- AA1407719 – Raleigh Rapide, Red
- AA1411315 – Female Mountain Bike, Black
- AA1411489 – Huffy Superia

ALPD plans on donating these bikes to Community Resource Services located at 33501-L Lake Road, Avon Lake, Ohio 44012 (440-933-5639). CRS is a 5013C non-profit organization.

Respectfully,

Det. Sgt. R. Reikowski #209
1/19/15

Ohio Department of TAXATION

STEC-B
Rev. 3/15/04

Sales and Use Tax
Blanket Exemption Certificate

The purchaser hereby claims exception or exemption on all purchases of tangible personal property and selected services made under this certificate from:

_____
(vendor's name)

and certifies that the claim is based upon the purchaser's proposed use of the items or services, the activity of the purchase, or both, as shown hereon:

Purchases directly related to fund raising for 501 (c) (3) Non-Profit Charitable Organization.

Tax Exempt #34-1595037

Purchaser must state a valid reason for claiming exception or exemption.

Avon/Avon Lake Community Resource Services
Purchaser's name

33501-L Lake Road
Street address

Avon Lake, OH 44012
City, state, ZIP code

Kristin Greene Client Coordinator
Signature *Title*

1-5-2015
Date signed

N/A
Vendor's license number, if any

Vendors of motor vehicles, titled watercraft and titled outboard motors may use this certificate to purchase these items under the "resale" exception. Otherwise, purchaser must comply with either rule 5703-9-10 or 5703-9-25 of the Administrative Code.

This certificate cannot be used by construction contractors to purchase material for incorporation into real property under an exempt construction contract. Construction contractors must comply with rule 5703-9-14 of the Administrative Code.

BY: Mr. James TEMP NO: 10454

ORDINANCE NO. _____

AN ORDINANCE ENACTING SECTION 220.26 AND CHAPTER 298 OF THE CODIFIED ORDINANCES AND AMENDING SECTIONS 260.22, 278.04, 1468.05 and 1476.36 OF THE CODIFIED ORDINANCES TO GRANT CITY COUNCIL AND THE BOARDS, COMMISSIONS AND COMMITTEES THE POWER TO SUBPOENA WITNESSES AND RECORDS; AND DECLARING AN EMERGENCY.

WHEREAS, Council has determined that it is advisable to grant Council, Planning Commission and all Boards, Commissions and Committees established by the Charter or ordinance the power to subpoena witnesses and records;

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

Section No. 1: That there is hereby enacted new Section 220.26 of the Codified Ordinances of Avon Lake, to read as follows:

220.26 SUBPOENAS.

Council shall have the power to subpoena witnesses and books, documents, records or other evidence at the request of any member of Council. The President of Council or, in his or her absence or unavailability, the President Pro Tem shall sign any subpoena to be issued pursuant to this subsection, and such subpoena shall be served and executed by any person authorized to serve subpoenas, and in the manner required, by Rule 45 of the Ohio Rules of Civil Procedure. The return of such subpoena shall be filed with the Clerk of Council. The Director of Law, the Assistant Director of Law or in their absence or unavailability any member of Council may administer the requisite oaths to witnesses, and Council shall have the same power to compel the giving of testimony by the attending witnesses as is conferred upon courts of justice. In all such cases, witnesses shall be entitled to the same privileges, immunities and compensation as are allowed witnesses in civil cases, and the cost shall be paid from the General Fund of the Municipality. Any person who refuses to obey a subpoena issued pursuant to this subsection or to testify in response to such subpoena shall be guilty of contempt of Council, a misdemeanor of the third degree. In any prosecution brought pursuant to this subsection, it shall be a defense that the testimony to be compelled or books, documents, records or other evidence to be produced is protected from release or disclosure by common law privilege or by any federal, state or local law.

Section No. 2: That Section 260.22 of the Codified Ordinances of the City is hereby amended as follows:

260.22 JURY AND WITNESS DUTY.

In the event a City employee is called for jury duty or is required to testify as a witness pursuant to subpoena or court order issued by any court of record and of competent jurisdiction, or by Council or any Board or Commission of the City, the City shall pay to such employee such compensation as the said employee was to receive as pay from the City based on his or her pay rate for the regularly scheduled work time lost in fulfilling the jury duty or witness call responsibility, if any, and excluding overtime. Such employee must provide adequate evidence to prove to the satisfaction of the City that he or she is entitled to such regular compensation. Notwithstanding the provisions of this section, no City employee shall receive such jury duty or witness compensation as called for herein if such employee is also entitled to receive any benefit or compensation for jury duty or serving as a witness during regularly scheduled work time by virtue of the terms of a collective bargaining agreement with the City in effect at the time involved.

Section No. 3: That Subsection 278.04(b) of the Codified Ordinances of the City is hereby amended as follows:

(b) The Commission shall also provide by rule, within the framework set forth in Section 256.13, for appeals from the action of the Mayor, department heads, elected officials, boards and Council in any case of transfer, reduction or removal. The Commission is authorized to subpoena witnesses and to require the production of records, in accordance with Chapter 298 of the Codified Ordinances. The action of the Commission on any such appeal shall be final, except as otherwise provided by laws of the State.

Section No. 4: That there is hereby enacted new Chapter 298 of the Codified Ordinances of Avon Lake, to read as follows:

CHAPTER 298
Subpoenas

Every Board, Commission or Committee created by the Charter or ordinance that has not otherwise been granted such power by the Charter or ordinance shall have the power to subpoena witnesses and books, documents, records or other evidence at the request of any member of such Board, Commission or Committee or at the request of any person who will appear at a hearing before such Board, Commission or Committee. The President, Chair or other head of such Board, Commission or, in his or her absence or unavailability, the acting head of such Board, Commission or Committee shall sign any subpoena to be issued pursuant to this subsection, and such subpoena shall be served and executed by any person authorized to serve subpoenas, and in the manner required, by Rule 45 of the Ohio Rules of Civil Procedure. The return of such subpoena shall be filed

with the clerk or secretary of such Board, Commission or Committee. The Director of Law, the Assistant Director of Law or, in their absence or unavailability, the Chair or any other member of such Board, Commission or Committee may administer the requisite oaths to witnesses, and such Board, Commission or Committee shall have the same power to compel the giving of testimony by the attending witnesses as is conferred upon courts of justice. In all such cases, witnesses shall be entitled to the same privileges, immunities and compensation as are allowed witnesses in civil cases, and the cost shall be paid from the General Fund of the Municipality. Any person who refuses to obey a subpoena issued pursuant to this subsection or to testify in response to such subpoena shall be guilty of contempt of such Board, Commission or Committee, a misdemeanor of the fourth degree. In any prosecution brought pursuant to this subsection, it shall be a defense that the testimony to be compelled or books, documents, records or other evidence to be produced is protected from release or disclosure by common law privilege or by any federal, state or local law.

Section No. 5: That Subsection 1468.05(f) of the Codified Ordinances of the City is hereby amended as follows:

~~(f) The Board may require the attendance of witnesses at the hearing to present testimony. Upon request, the Board may issue a subpoena for witnesses directed to the Sheriff of the county where the witnesses are found, and such subpoenas shall be served and returned in the same manner as those allowed by the Court of Common Pleas in criminal cases. The fees of any Sheriff and the witness shall be the same as those allowed by the court of common pleas in criminal cases, and shall be paid in advance by the person requesting the subpoena. In case of disobedience or neglect of any subpoena served on any person, or the refusal of any witness to testify to any matter regarding which the witness may be lawfully interrogated, the Court of Common Pleas of the county in which the disobedience, neglect, or refusal occurs, or any judge thereof, on application of the Board, may compel obedience by attachment proceedings for contempt as in the case of disobedience of the requirements of a subpoena issued from the court or a refusal to testify therein.~~ (f) The Board may subpoena witnesses and require the production of records in accordance with Chapter 298 of the Codified Ordinances.

Section No. 6: That Subsection 1476.36(g) of the Codified Ordinances of the City is hereby amended as follows:

(g) The Board shall issue subpoenas upon written request for the attendance of witnesses~~. A reasonable deposit to cover the cost of issuance~~ and ~~service shall be collected~~production of documents in ~~advance~~accordance with Chapter 298 of the Codified Ordinances.

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 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. 8: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of ensuring that Council and all Boards, Commissions and Committees are able to obtain all relevant information necessary to make informed decisions, 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.

1st reading:
2nd reading:
3rd reading:

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

BY: Mr. James TEMP NO: 10455

RESOLUTION NO. _____

A RESOLUTION APPROVING THE USE OF SUBMERGED LANDS, AND DECLARING AN EMERGENCY.

WHEREAS, a resident at 33850 Lake Road, in the City of Avon Lake has requested permission to construct a breakwall in Lake Erie at Avon Lake, Lorain County, Ohio, and

WHEREAS, as part of the application to lease submerged land, the parties involved must submit to the Ohio Department of Natural Resources, a resolution from the Avon Lake City Council approving the proposed use of the submerged lands, now therefore;

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

Section No. 1: That the City of Avon Lake finds and determines that the submerged lands to be occupied by the project for the construction of a breakwall at 33850 Lake Road are not necessary or required for the construction, maintenance, or operation by the municipal corporation of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities and improvements and marginal highways in the aid of navigation and water commerce and that the land uses specified in the application comply with regulation of permissible land use under a waterfront plan of the local authority.

Section No. 2: That the property owner shall take the necessary precautions to avoid damage to the municipal infrastructure and shall be responsible for reimbursement to the City of any cost necessary to repair damage caused by the construction described in Section No. 1 herein.

Section No. 3: That prior to constructing the project described in Section No. 1 herein, the property owner shall contact the Public Works Department in order that said Public Works Department may inspect the property and municipal infrastructure in the area, by videotape or such other means, to assess the area prior to the project for the purpose of determining if any damage is incurred as a result of the construction of the project referred to herein.

Section No. 4: That the Clerk of Council is hereby authorized and directed to forward a certified copy of this

Resolution to the Ohio Department of Natural Resources, Office of Real Estate and Land Management.

Section No. 5: 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. 6: That this Resolution is hereby declared to be an emergency measure in order for the property owner to begin the approval process and to immediately secure materials to begin the erosion control project to protect the Lake Erie shoreline, thus for the public health, safety, and welfare. Therefore, this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading:
2nd reading:
3rd reading:

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

BY: Mr. James TEMP NO: 10456

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, Section 59 of the Avon Lake City Charter, entitled Competitive Bidding, authorizes the expenditure of funds exceeding $25,000 without public bidding for "personal services" as defined in the Charter, and

WHEREAS, the administration and Council desire to continue to retain the personal services of a professional environmental consulting firm to monitor the closed landfill at the Service Department, 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 with HzW Environmental Consultants, LLC of Mentor, Ohio for the purpose of retaining personal, professional services to monitor the closed landfill.

Section No. 2: That said Agreement shall state among its terms that the cost of said personal, professional services shall not exceed $58,100.00. Upon receipt of an itemized monthly billing, in conformance with the guidelines and scope of work as set forth in said Agreement, to the satisfaction of the Public Works Director, the Director of Finance is hereby directed to deliver to HzW Environmental Consultants, LLC the warrant of this City in the amount due and payable 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 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. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing for professional environmental consulting services to test samples for groundwater monitoring according to EPA

requirements, 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.

1st reading:
2nd reading:
3rd reading:

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

BY: Mr. Meiners TEMP NO: 10457

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO DISPOSE OF CERTAIN SURPLUS CITY PROPERTY NO LONGER NEEDED FOR PUBLIC USE BY INTERNET AUCTION FOR THE PERIOD OF FEBRUARY 10, 2015 THROUGH DECEMBER 31, 2015, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code Section 721.15, the City is authorized to dispose of certain surplus personal property regardless of its value which is no longer needed for public use by internet auction, 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 ORDAINED 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 by internet auction for the period of February 10, 2015 through December 31, 2015 to the highest bidder via 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
www.propertyroom.com
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 items.

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 personal property by internet auction in a newspaper of general circulation at least two (2) times, 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 for 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 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. 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 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.

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

BY: Mr. Bucci TEMP NO: 10458

ORDINANCE NO. _____

AN ORDINANCE CONFIRMING THE APPOINTMENT OF MARY KRUPAR TO THE POSITION OF SECRETARY TO THE MAYOR, 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 of Mary Krupar to the position of Secretary to the Mayor is hereby confirmed by Council. Mrs. Krupar shall serve in the position of Secretary to the Mayor from February 10, 2015 through December 31, 2015.

Section No. 2: That the powers, duties, and responsibilities to be performed and undertaken by the Mayor's Secretary shall be those provided in Ordinance No. 115-2001, adopted July 9, 2001.

Section No. 3: That on the basis of Mrs. Krupar's experience and ability, Council does hereby fix and establish the salary rate of $20.59/hour payable bi-weekly for the position, effective February 10, 2015.

Section No. 4: 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. 5: That this Ordinance is hereby declared to be an emergency measure to make immediate provisions for the employment of a Secretary to the Mayor to ensure the efficient operation of the Mayor's office to continue to provide administrative services to the residents of Avon Lake, thus for the health, safety, and welfare of the residents of the City of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading:
2nd reading:
3rd reading:

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

BY: Mr. Bucci TEMP NO: 10459

ORDINANCE NO. _____

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 260.06 (e)(2), AND DECLARING AN EMERGENCY.

WHEREAS, the Human Resources Committee recommended amending Codified Ordinance Section 260.06 (e) (2), 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 260.06 (e) (2)is hereby amended as follows:

260.06 HOLIDAYS

(e) (1) All other full-time Municipal employees shall be entitled to the following holidays:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Four personal holidays after the first anniversary of employment
Labor Day	

(2) The Mayor shall receive two personal holidays in addition to the ~~three~~ **four** personal holidays provided in this division.

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 to accurately reflect the personal holidays of the Mayor and have consistency with references in the Codified Ordinances. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading:
2nd reading:
3rd reading:

PASSED: _____ _____
President of Council

POSTED: _____ _____
Approved

ATTEST: _____ _____
Clerk of Council Mayor

BY: Mr. Bucci TEMP NO: 10460

ORDINANCE NO. _____

AN ORDINANCE CONFIRMING THE APPOINTMENT OF A TECHNICAL AIDE II IN THE PUBLIC WORKS DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the Public Works Director has recommended Kevin McDonough for the position of Technical Aide II in the Public Works Department, now therefore;

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

Section No. 1: That the appointment of Kevin McDonough to the position of Technical Aide II in the Public Works Department effective February 10, 2015, be and he is hereby approved and confirmed.

Section No. 2: That the duties and responsibilities to be performed and undertaken by the Technical Aide II in the Public Works Department shall be those set forth in Ordinance No. 172-2001.

Section No. 3: That with Council's present knowledge of Mr. McDonough's experience and ability, it has and does hereby fix a Step 4 rate of $27.94/hour payable bi-weekly as determined by the Director of Finance.

Section No. 4: 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. 5: That this Ordinance is hereby declared to be an emergency measure for the preservation of the public peace, health, and safety of the City of Avon Lake, and further for providing the Public Works Department with adequate personnel in order to continue to provide residents with city services and improvement projects. 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