



## VOTING ORDER

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

## **CITY OF AVON LAKE**

150 Avon Belden Road  
Avon Lake, Ohio 44012

The following business is to be considered at the regular meeting of the Avon Lake City Council on February 26, 2024, at 7 p.m. in the Council Chamber.

### Pledge of Allegiance

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

Approval of Minutes: January 22, 2024, Council Meeting.

### Correspondence

### Reports

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

### Audience Participation

### Motion

Confirming the Mayor's appointment of Katie Matos to the Digital Media Commission for a term commencing February 27, 2024, and expiring December 31, 2024 - R. Shahmir.

## **Legislation**

### **Second Readings:**

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

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

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

**Ordinance No. 24-24**, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING TO JOINTLY FUND THE PURCHASE AND MAINTENANCE OF A Lenco Bearcat® G3 ARMORED SPECIALTY RESCUE VEHICLE FOR THE EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM (ELCERT) COMPRISED OF THE CITY OF AVON, THE CITY OF AVON LAKE, AND THE CITY OF NORTH RIDGEVILLE AND DECLARING AN EMERGENCY.

**Ordinance No. 24-28**, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT TO PURCHASE 35.38 ACRES ON LAKE ROAD FROM AVON LAKE ENVIRONMENTAL REDEVELOPMENT GROUP, LLC, AND DECLARING AN EMERGENCY.

### **First Readings:**

**Ordinance No. 24-29**, AN ORDINANCE AUTHORIZING THE PURCHASE OF AMBULANCE EQUIPMENT FROM STRYKER MEDICAL FOR THE FIRE DEPARTMENT AND DECLARING AN EMERGENCY →

**Ordinance No. 24-30**, AN ORDINANCE AWARDED A CONTRACT FOR THE MILLER ROAD PARK SAND DREDGING PROJECT TO HUFFMAN EQUIPMENT RENTAL, INC., AND DECLARING AN EMERGENCY. →

**Resolution No. 24-31**, A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF AVON LAKE, OR HIS DESIGNEE, TO SUBMIT A LEVEL 2 ISOLATED WETLAND PERMIT APPLICATION

TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY TO MITIGATE WETLANDS AT WALKER ROAD PARK AND DECLARING AN EMERGENCY.

**Ordinance No. 24-32**, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A WETLAND MITIGATION PURCHASE AGREEMENT FOR WETLAND IMPACTS AT WALKER ROAD PARK AND DECLARING AN EMERGENCY.

**Ordinance No. 24-33**, AN ORDINANCE AMENDING PLANNING AND ZONING CODE CHAPTERS 1214, REVIEW PROCEDURES; 1224, ACCESSORY AND TEMPORARY USE REGULATIONS; 1226, GENERAL DEVELOPMENT STANDARDS; 1232, LANDSCAPING AND SCREENING STANDARDS; 1234, PARKING, ACCESS, AND MOBILITY STANDARDS; 1238 SUBDIVISION DESIGN STANDARDS; AND 1246 DEFINITIONS AND DECLARING AN EMERGENCY.

**Ordinance No. 24-34**, AN ORDINANCE TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR THE CURRENT YEAR AND OTHER EXPENDITURES FOR THE FISCAL YEAR 2024.

### **Public Input**

### **Miscellaneous Business and Announcements**

### **Executive Session**

In compliance with Ohio Revised Code Section 121.22(G)(2), Council will adjourn to Executive Session to discuss the purchase and sale of property.

### **Adjournment to Executive Session**

### **Reconvene Open Session**

### **Adjournment**

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED LEASE WITH AVON LAKE PUBLIC LIBRARY AND DECLARING AN EMERGENCY.

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

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

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

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

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

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to allow the Communications and Technology Department to remain in their current location and to provide a continuity of cable access services to the public and technology services to other departments in the City, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1<sup>st</sup> reading: 2/12/2024

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor

## AMENDED AND RESTATED LEASE

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

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

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

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

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

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

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

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

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

**CITY OF AVON LAKE, OHIO**

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

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

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



STATE OF OHIO                    )  
  ) SS:  
LORAIN COUNTY                    )

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

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

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

STATE OF OHIO                    )  
  ) SS:  
LORAIN COUNTY                    )

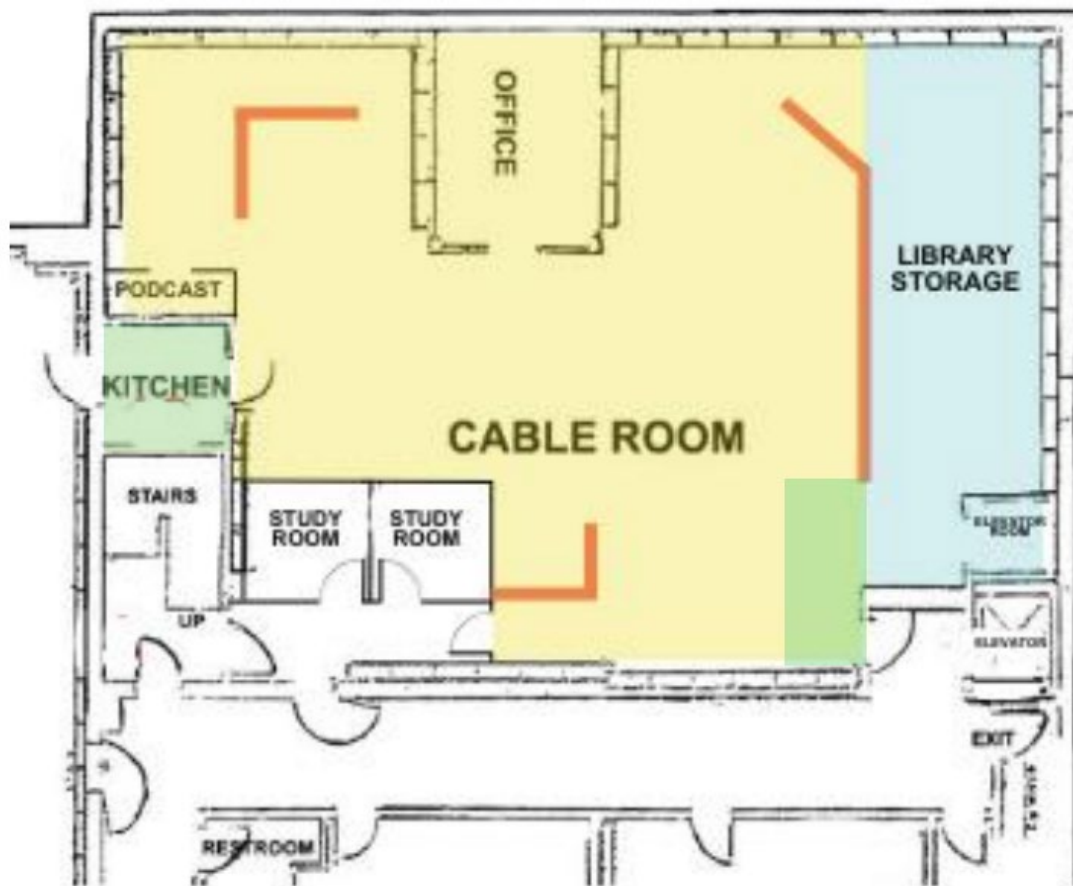
**BEFORE ME**, a Notary Public in and for said County and State, personally appeared Deborah Yue, known to me to be the Board of Library Trustees President of the above-named Avon Lake Public Library, and acknowledged that she did sign the foregoing instrument on behalf of said public library, duly authorized,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

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

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

## EXHIBIT A

### Layout



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

01/03/2024

## **EXHIBIT B**

### **Rules and Regulations**

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

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

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

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

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into an agreement (Exhibit A) with Simvay LLC of Westlake, Ohio, for Enterprise Managed Technology Services. The agreement shall state that the cost of said personal services shall be billed a monthly fee of \$4,500 and shall not exceed \$108,000 for the duration of the agreement. Upon completion of said computer services to the satisfaction of the Director of Finance, he is hereby directed to deliver to Simvay LLC the warrant of this City and to cause said warrant to be paid.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing the employees of the City of Avon Lake with Enterprise Managed Technology Services so they can perform their duties efficiently and maintain the operation of City departments, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1<sup>st</sup> reading: 2/12/2024

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor



# Enterprise Managed Technology Services

City, Muni Court and Fire Department

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

Monthly Service Fee: \$4,500

## Enterprise Managed Technology Services (EMTS) Deliverables:

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

## Enterprise Managed Technology Services Assumptions:

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

## Enterprise Managed Technology Services Exclusions:

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



# Enterprise Managed Technology Services

## City, Muni Court and Fire Department

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

Monthly Service Fee: \$4,500

### TERMS AND CONDITIONS

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



# Enterprise Managed Technology Services

City, Muni Court and Fire Department

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

Monthly Service Fee: \$4,500

## SIGNATURE AND CONTRACT EXECUTION

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

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

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

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



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

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

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

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into an agreement (Exhibit A) with Simvay LLC of Westlake, Ohio, for Enterprise Managed Technology Services. The agreement shall state that the cost of said personal services shall be billed a monthly fee of \$3,400 and shall not exceed \$81,600 for the duration of the agreement. Upon completion of said computer services to the satisfaction of the Director of Finance, he is hereby directed to deliver to Simvay LLC the warrant of this City and to cause said warrant to be paid.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing the Police Department of the City of Avon Lake with Enterprise Managed Technology Services so they can perform their duties efficiently and maintain the operation of its department, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1<sup>st</sup> reading: 2/12/2024

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor

# Enterprise Managed Technology Services



## Police Department

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

Monthly Service Fee: \$3,400

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

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

### Enterprise Managed Technology Services Assumptions:

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

### Enterprise Managed Technology Services Exclusions:

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

# Enterprise Managed Technology Services



## Police Department

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

Monthly Service Fee: \$3,400

### TERMS AND CONDITIONS

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



# Enterprise Managed Technology Services

## Police Department

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

Monthly Service Fee: \$3,400

### SIGNATURE AND CONTRACT EXECUTION

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

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

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

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

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING TO JOINTLY FUND THE PURCHASE AND MAINTENANCE OF A Lenco BEARCAT® G3 ARMORED SPECIALTY RESCUE VEHICLE FOR THE EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM (ELCERT) COMPRISED OF THE CITY OF AVON, THE CITY OF AVON LAKE, AND THE CITY OF NORTH RIDGEVILLE AND DECLARING AN EMERGENCY.

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

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

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

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

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

Section No. 1: That Council hereby approves, accepts, and authorizes the Mayor to enter into a memorandum of understanding to jointly fund the purchase and ongoing maintenance of a Lenco BearCat® G3 armored specialty rescue vehicle at a cost of \$358,387, that will be evenly distributed amongst the cities of Avon, Avon Lake, and North Ridgeville; a copy of said contract being attached hereto, marked as "Exhibit A" and incorporated herein by reference.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public, health, safety, and welfare of the

citizens of the City of Avon Lake, Ohio. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

1<sup>st</sup> reading: 2/12/2024

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

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

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

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

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



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

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

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

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

**CITY OF AVON**

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

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

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

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

**CITY OF AVON LAKE**

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

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

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

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

**CITY OF NORTH RIDGEVILLE**

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

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

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

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

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE AGREEMENT TO PURCHASE 35.38 ACRES ON LAKE ROAD FROM AVON LAKE ENVIRONMENTAL REDEVELOPMENT GROUP, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake, through its Board of Municipal Utilities, DBA Avon Lake Regional Water, as buyer, and Avon Lake Environmental Redevelopment Group, LLC, as seller, desires to enter into a Purchase Agreement of 35.38 acres on Lake Road, Lorain County Permanent Parcel Nos. 04-00-006-111-014, 04-00-006-115-019, and 04-00-006-115-017.

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 execute an agreement, on file with the City, for the purchase of 35.38 acres on Lake Road, Lorain County Permanent Parcel Nos. 04-00-006-111-014, 04-00-006-115-019, and 04-00-006-115-017 for the sum of Three Million, Two Hundred Fifty Thousand Dollars (\$3,250,000) contingent on final review and approval.

Section No. 2: That the Mayor and Finance Director are authorized and directed to execute all instruments and take such actions as may be required to complete such transfer.

Section No. 3: That all actions taken by the Mayor and his Administration to effectuate the transaction on behalf of the City are duly ratified and confirmed.

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 taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 5: That this Ordinance is hereby declared to be an emergency measure to ensure the timely and efficient operations of the City, thus for the public welfare. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

1<sup>st</sup> reading: 2/20/2024

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE PURCHASE OF AMBULANCE EQUIPMENT FROM STRYKER MEDICAL FOR THE FIRE DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with the recommendations of the Fire Chief and reviewed by the Finance Committee, a sole-source quote was received from Stryker Medical for the purchase of three Power-Pro 2 cots for the Fire Department in the amount of \$91,444.35; and

WHEREAS, Council, coming now to consider said sole-source quote, has determined that Stryker Medical of Kalamazoo, Michigan, submitted the best responsible quote.

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

Section No. 1: That the sole source quote from Stryker Medical of Portage, Michigan, to supply the City with three Power-Pro 2 cots and Power-Load systems for the Fire Department in the total amount of \$91,444.35 be, and it is hereby accepted and approved.

Section No. 2: That upon delivery to this City of the three Power-Pro 2 cots and Power-Load systems with the proper specifications to the full satisfaction of the Fire Chief and Director of Finance, the Director of Finance is hereby directed to deliver to Stryker Medical of Kalamazoo, Michigan, the warrant of this City in the amount of \$91,444.35 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 passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees which resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing the Fire Department with safe and reliable emergency equipment, thus for health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor

AN ORDINANCE AWARDING A CONTRACT FOR THE MILLER ROAD PARK SAND DREDGING PROJECT TO HUFFMAN EQUIPMENT RENTAL, INC., AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with the direction of Council, the City Engineer has prepared plans and specifications for the Miller Road Park Sand Dredging Project, which have been and are now on file in the Public Works Department; and

WHEREAS, further in accordance with the direction of Council, the City Engineer has caused notice to be given inviting bids for said improvement and bids having been received, opened, and tabulated, as provided by law; and

WHEREAS, Council, coming now to consider said bids, has determined that the bid submitted by Huffman Equipment Rental, Inc., of Eastlake, Ohio, is the lowest and best responsive bid after advertising, in accordance with Ohio Revised Code, and is acceptable to this Council.

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

Section No. 1: That the bid by Huffman Equipment Rental, Inc., of Eastlake, Ohio, (hereafter referred to as "Contractor") for the Miller Road Park Sand Dredging Project for the City of Avon Lake, Ohio, in accordance with the plans and specifications prepared by the City Engineer be, and the same is hereby awarded to said Contractor in accordance with said plans and specifications and the bid received. The total amount of said contract is in the sum of \$74,775.

Section No. 2: That the Contractor shall furnish his good and sufficient performance bond in the amount of \$74,775 to the satisfaction of the Mayor and approved as to form by the Director of Law, conditioned to insure faithful performance of the contract thereby awarded, and completion of the work free and clear of all claims and encumbrances.

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

Section No. 4: That upon receipt by the Director of Finance of the certificate of the Public Works Director that the project has been completed to his full satisfaction and in accordance with the plans and specifications, the Director of Finance shall be authorized and directed to issue to Contractor the warrants of the City in payment of

the amount due the Contractor, as determined by the Public Works Director, according to the terms of the contract.

Section No. 5: That the Mayor shall be and is hereby authorized and directed to sign and execute the contract hereby awarded.

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

Section No. 7: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of dredging the sand from the boat launch area at Miller Road Park before the fish spawning season and the upcoming boating season, to ensure safe boating, thus for the public health, safety, and welfare. Therefore, this Ordinance shall go into immediate force and effect from and after its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor



A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF AVON LAKE, OR HIS DESIGNEE, TO SUBMIT A LEVEL 2 ISOLATED WETLAND PERMIT APPLICATION TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY TO MITIGATE WETLANDS AT WALKER ROAD PARK AND DECLARING AN EMERGENCY.

WHEREAS, an application must be filed to obtain a Level 2 Isolated Wetland Permit to the Ohio Environmental Protection Agency to mitigate wetland impacts at Walker Road Park.

WHEREAS, this permit is necessary to impact wetlands at the Walker Road Park basin.

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

Section No. 1: That the Mayor of the City of Avon Lake, or his designee, is hereby authorized to apply and execute a Level 2 Isolated Wetland Permit to the Ohio Environmental Protection Agency to impact/fill wetlands at Walker Road Park.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were 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 Resolution is hereby declared to be an emergency measure, the emergency being the necessity to file an application for the purpose of obtaining a permit for the impact to wetlands and to take agency-directed steps to protect the environment, 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.

1<sup>st</sup> reading:

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A WETLAND MITIGATION PURCHASE AGREEMENT FOR WETLAND IMPACTS AT WALKER ROAD PARK AND DECLARING AN EMERGENCY.

WHEREAS, the City desires to enter into an agreement to purchase mitigation credits with a mitigation bank for wetland impacts at Walker Road Park and to place a deposit for said purchase; and

WHEREAS, 50 percent of the cost of the mitigation credits will be reimbursed by the City of Bay Village.

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 execute a Wetland Mitigation Purchase Agreement to purchase mitigation credits and place a deposit with a mitigation bank for wetland impacts at the Walker Road Park Basin.

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 to purchase mitigation credits for wetland impacts and to protect the environment, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1<sup>st</sup> reading:

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AMENDING PLANNING AND ZONING CODE CHAPTERS 1214, REVIEW PROCEDURES; 1224, ACCESSORY AND TEMPORARY USE REGULATIONS; 1226, GENERAL DEVELOPMENT STANDARDS; 1232, LANDSCAPING AND SCREENING STANDARDS; 1234, PARKING, ACCESS, AND MOBILITY STANDARDS; 1238 SUBDIVISION DESIGN STANDARDS; AND 1246 DEFINITIONS AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission, at its meeting on February 6, 2024, recommended amending Planning and Zoning Code Sections 1214, Review Procedures; 1224, Accessory and Temporary Use Regulations; 1226, General Development Standards; 1234, Parking, Access, and Mobility Standards; 1238, Subdivision Design Standards; and 1246, Definitions; 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 Planning and Zoning Code Chapter 1214 is hereby amended as follows:

Chapter 1214: Review Procedures

1214.03(c)(5)B.ii.

**(5) Step 5 – City Council Review and Confirmation or Rejection**

- A.** City Council shall review the Planning Commission’s recommendation at a regularly scheduled meeting or special meeting.
- B.** By a majority vote, City Council may:
  - i. Confirm the recommendation of Planning Commission; or
  - ii. Reject the recommendation of the Planning Commission. ~~in which case the application shall be deemed denied.~~
- C.** Failure of City Council to act within 90 days from the date City Council receives the recommendation from the Planning Commission, shall be deemed a confirmation of the Planning Commission’s recommendation.

1214.03(h)

**(h) Appeals**

Any person or entity claiming to be injured or aggrieved by any final action of City Council shall have the right to appeal the decision to the Court of Common Pleas as provided in ORC Chapters 2505 and 2506.

1214.05(c)(7)D.

**(7) Step 7 – Development Committee Review on the Final Plat and Improvement Plans**

- A. Upon determination that the submission of the final plat and improvement plans, including the subdivider's agreement, is complete, the Development Review Committee shall review the application and plans, and may distribute the application and plans to other departments or agencies for review and comment.
- B. The Development Review Committee will review the application and provide a summary report of comments to the applicant.
- C. Upon receipt of comments, the applicant shall have the option to make revisions to the final plat and plans based on the comments prior to being forwarded to the Planning Commission or may request that the application be forwarded to the Planning Commission without revisions. In all cases, the Development Review Committee will forward their report to the Planning Commission.
- D. The ~~Director of Public Works~~ City Engineer or engineering consultant(s) to the city shall have the authority to make a decision on the improvement plans and subdivider's agreement prior to review of the final plat by Planning Commission and City Council based on comments and revisions suggest by the Development Review Committee and other agencies having jurisdiction.
- E. **Construction of Improvements**  
All improvements shall be constructed in accordance with the subdivider's agreement in Section 1238.05: Subdivider's Agreement.

Section No. 2: That Planning and Zoning Code Chapter 1224 is hereby amended as follows:

Chapter 1224: Accessory and Temporary Use Regulations

1224.01(f)(9)

**(9) Home Occupations**

The following standards for home occupations are intended to provide reasonable opportunities for employment ~~within the home on residential property,~~ while avoiding changes to the residential character of a dwelling that accommodates a home occupation, or the surrounding neighborhood, where allowed by this section.

Section No. 3: That Planning and Zoning Code Section 1226 is hereby amended as follows:

Chapter 1226: General Development Standards

1226.05(f)

**Intersection Visibility**

- (f) No structure, sign, or landscape element shall exceed 30 inches in height, measured from the top of the curb, within the area established above, unless approved by the ~~Director of Public Works~~ Community Development Department. Trees may be located within these areas provided they are pruned and/or the canopy is trimmed to provide clear visibility (with the exception of the tree trunk) up to eight feet above the top of the curb.

Section No. 4: That Planning and Zoning Code Chapter 1232 is hereby amended as follows:

Chapter 1232: Landscaping and Screen Standards

1232.05(b)(1)

TABLE 1232-1: SCREENING REQUIREMENTS					
		Adjacent Development or Zoning District			
		Single-Family Residential	Multi-Family Residential	Commercial, Office, and Mixed Use	Industrial
Proposed Development	Single-Family Residential			<u>Screening Required</u>	<u>Screening Required</u>
	Multi-Family Residential	Screening Required			<u>Screening Required</u>
	Commercial, Office, and Mixed Use	Screening Required	Screening Required		<u>Screening Required</u>
	Industrial	Screening Required	Screening Required	Screening Required	

Section No. 5: That Planning and Zoning Code Chapter 1234 is hereby amended as follows:

Chapter 1234: Parking, Access, and Mobility Standards

1234.22(b)(4)

**(b) Applicability**

A TIA shall be required in the following cases:

- (1) Any zoning map amendment application that seeks to rezone properties from R-1A, R-1B, R-1C, or R-1D to an R-2 or R-3 zoning district;
- (2) Any application for a RPD Development Plan where there is a proposed density of four units per acre or more and the site is located adjacent to a R-1A, R-1B, R-1C, or R-D District;

- (3) Any application for a MUO Development Plan; and
- (4) Any site plan application that due to its size, density, traffic generation rates, or location can reasonably be expected to create traffic issues, as determined by the ~~Director of Public Works~~ City Engineer or engineering consultant(s) to the city, are required to submit a TIA.

1234.22(c)(5)C.

**(5) Determination of the Capacity of Intersections**

- A. A load-factor analysis shall be conducted for one 24-hour period on a weekday on all intersections within the study area. The highest average hourly load factor between 3 p.m. and 6 p.m. shall also be recorded. A maximum load factor of 3/10 is operating below level of service C (inclusive of levels D, E, and F) and shall be identified as congested locations.
- B. A maximum load factor of 7/10 will be allowed for intersections involving two collector roads. All such intersections with a load factor greater than 7/10 are operating below level of service D (levels E and F) and shall be identified as congested locations.
- C. To determine intersection capacity at levels of service C and D, Figure 6.8 and Tables 6.4, 6.5, and 6.6 of the Highway Capacity Manual shall be consulted or any other applicable figures or tables as determined by the ~~Director of Public Works~~ City Engineer or engineering consultant(s) to the city.

1234.22(d)

**(d) Mitigating Traffic Impacts**

If the TIA results in the conclusion that the level of service of adjacent roadways and/or intersections is or will become deficient prior to the proposed development and will not be able to accommodate the increased traffic load generated by the proposed development, any or all of the following mitigating steps may be required, at the developer's expense, by the ~~Director of Public Works~~ City Engineer or engineering consultant(s) to the city. The ~~Director of Public Works~~ City Engineer or engineering consultant(s) to the city shall make their determination prior to approval of a RPD Development Plan, MUO Development Plan, site plan, or zoning permit, whichever is applicable.

Section No. 6: That Planning and Zoning Code Chapter 1238 is hereby amended as follows:

Chapter 1238: Subdivision Design Standards

1238.06(a)(1)

**(a) Pavement Guarantee**

- (1)** The subdivider shall, prior to the approval of the final plat, be required to post

with the City a financial guarantee in an amount equal to 20 percent of the cost of pavement construction in the subdivision as computed by the ~~Code Administrator~~ City Engineer or engineering consultant(s) to the city. Such financial guarantee shall be held by the City to ensure that the subdivider shall replace or repair, upon request of the City, any defective pavement areas which may appear during the time period of the guarantee.

1238.06(b)(3)A.

**(3) Maintenance Bonds**

The following standards shall apply if a maintenance bond is utilized as a financial guarantee:

- A. A bond in the amount determined in accordance with this section shall be filed with the City ~~of Avon Lake~~ Engineer or engineering consultant(s) to the city.
- B. The bond may be in the form of a maintenance bond or a cash bond of the kind approved by law for securing deposits of public money.
- C. The bond shall be executed by the subdivider as principal, and if a maintenance bond, shall be executed by a corporation authorized to act as the guarantor under the laws of the State of Ohio.

1238.07(b), (c)(3), and (d)(1)and(2)

**(b) Projection of Improvements**

Where adjoining areas are not subdivided or developed, the arrangement of streets and utilities in new subdivisions shall make provision for the proper projection of streets (i.e., provide for temporary dead-end streets and utilities where street connections can be made to the adjacent land) as required by the ~~Code Administrator~~ City Engineer or engineering consultant(s) to the city. Such arrangements shall be made to the subdivision boundary or up to the edge of the phase of buildable lots.

**(c) Topography, Floodplain Areas, Wetlands, and Natural Areas**

- (1) Natural amenities (including views, mature trees, creeks, riparian corridors, rock outcrops, and similar features) shall be preserved and incorporated into proposed development to the greatest extent feasible.
- (2) All subdivisions of land and installation of public improvements involving areas subject to flooding, as defined by National Flood Insurance Program Maps and Data, shall conform to all applicable floodplain regulations and the requirements of adopted regulations involving the City's participation in the National Flood Insurance Program.
- (3) Land which is determined by the Planning Commission to be unsuitable for subdivision or development due to flooding, the presence of Federal Jurisdiction Wetlands, or other features which will reasonably be harmful to the safety, health and general welfare of the present or future inhabitants of the subdivision and/or its surrounding areas shall not be subdivided or developed unless

methods adequate to resolve the problems are formulated by the developer and approved by Council, upon recommendation by the Planning Commission and upon advice of the ~~Code Administrator~~ City Engineer or engineering consultant(s) to the city.

- (4) The natural topography shall be retained wherever possible in order to reduce excessive runoff onto adjoining property and to avoid extensive regrading of the site.

**(d) Creeks, Ditches, and Waterways**

- (1) Where a major watercourse, as defined and mapped by the ~~Code Administrator~~ City Engineer or engineering consultant(s) to the city, exists within a proposed subdivision, the developer thereof shall grant unto the City an easement for necessary maintenance and shall also grant unto the City an easement to provide access to the watercourse. The width of the dominant maintenance easement shall be determined by the ~~Code Administrator~~ City Engineer or engineering consultant(s) to the city, and the width and precise location of the subservient access easement shall be determined by the ~~Code Administrator~~ City Engineer or engineering consultant(s) to the city in consultation with the developer, with due regard for the preservation of natural features of such area.
- (2) No permanently attached or unmovable fixture or structure, except for a footbridge or the like, as necessary to join sections of the same property, shall be permitted within the maintenance easement or access easement. A footbridge or similar structure shall be approved by the ~~Code Administrator~~ City Engineer or engineering consultant(s) to the city and shall not be constructed and placed within said maintenance easement without the appropriate approval of the ~~Code Administrator~~ City Engineer or engineering consultant(s) to the city. Any construction in areas designated as floodways by the Federal Emergency Management Agency (FEMA) shall be subject to the regulations of that agency.

1238.07(h)(4) and (i)(1) and (2)

**(h) Monuments and Markers**

- (1) Monuments and monument boxes shall be installed at the intersection of all centerlines of all streets, points of curvature and points of tangency on all curves.
- (2) Property pins shall be set at all lot corners, points of tangency and points of curvature.
- (3) Steel rods shall be used for property pins permanently installed that comply with the State of Ohio's requirements.
- (4) Monuments and lot corner markers shall be of a design approved by the ~~Code Administrator~~ City Engineer or engineering consultant(s) to the city and meeting State of Ohio Minimum Standards for Boundary Surveys.

**(i) Street Trees and Street Tree Fund**

- (1) Trees planted within a street right of way shall conform to the City Master Tree Plan. Prior to construction a planting plan shall be approved by the ~~Municipal Arborist~~ Urban Forester.



- (2) All new subdivisions shall be required to contribute to the Street Tree Fund for the installation of trees in public rights-of-way. The fee shall be payable as a cash amount calculated by the ~~Code Administrator~~ Urban Forester and shall be paid prior to Final Plat approval. The fund shall be used by the City to install tree lawn trees within public rights-of- way of new subdivisions. The fund shall not apply to private streets. The cost for said fee shall be as set forth in Chapter 208 of the Codified Ordinances.

Section No. 7: That Planning and Zoning Code Chapter 1246 is hereby amended as follows:

Chapter 1246: Definitions

1246.02

**Construction**

~~The act of constructing an addition to an existing building or structure or the erection of a new principal or accessory structure on a lot of property. Any act or process that requires a building permit and that adds an addition or modification onto an existing building or erects a new principal or accessory structure.~~

**Construction**

~~The erection of a new structure, a new site element, or any additions to existing structures.~~

**Construction, start of**

~~A substantial change or alteration in the physical properties of a zoning lot or structure where the incorporation of labor and materials incurs substantial cost or liability.~~

**Home Occupation**

A business, profession, occupation, or trade that is conducted ~~within a residential dwelling unit on a residential property~~ for the economic gain or support of a resident ~~of the dwelling living on that property~~ and is incidental and secondary to the residential use of the lot and does not adversely or perceptively affect the character of the lot or surrounding area.

**Site Improvement**

~~Alterations to land that enhance the utility of any new or existing structure on the lot(s).~~

Section No. 8: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 9: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of revising Code Chapters that were determined to be problematic and/or unclear and to maintain the integrity of the

Planning and Zoning Code, thus for the public health, safety, and welfare. Therefore, this Ordinance shall go into immediate force and effect from and after its passage and approval by the Mayor.

1<sup>st</sup> reading:

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

**AN ORDINANCE TO MAKE SUPPLEMENTAL APPROPRIATIONS FOR THE CURRENT YEAR AND OTHER  
EXPENDITURES OF THE CITY OF AVON LAKE FOR THE FISCAL YEAR 2024 AND DECLARING AN EMERGENCY.**

WHEREAS: It is necessary to make supplemental appropriations for 2024 as presented and reviewed by Council in various committee meetings.

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

Section 1: That to provide for the current expenses and other expenditures of the City of Avon Lake during the fiscal year ending December 31, 2024, the following sums be and are hereby set aside and appropriated from the funds herein, specified as follows, to wit:

Section 2: That the funds be appropriated, transferred, and advanced from the following funds and as further detailed in the Schedules attached hereto as Exhibit "A" and incorporated herein:

General Fund - 100						
Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/ Advances	Total
	Beginning General Fund Appropriations	\$ 18,102,451.00	\$ 3,689,250.00	\$ -	\$ 800,000.00	\$ 22,591,701.00
	100 Total General Fund Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -
	Ending General Fund Appropriations	\$ 18,102,451.00	\$ 3,689,250.00	\$ -	\$ 800,000.00	\$ 22,591,701.00

		Special Revenue Fund Group - 200				
Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/ Advances	Total
202	SCM&R Fund	\$ 797,829.00	\$ 737,500.00	\$ 39,000.00	\$ -	\$ 1,574,329.00
203	State Highway Fund	\$ -	\$ 125,000.00	\$ -	\$ -	\$ 125,000.00
204	Income Tax Transfer	\$ -	\$ 300,000.00	\$ -	\$ 18,868,000.00	\$ 19,168,000.00
205	Improvement Fund	\$ -	\$ -	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
206	Paramedic Fund	\$ 1,739,520.00	\$ 187,500.00	\$ 30,000.00	\$ -	\$ 1,957,020.00
208	Office On Aging	\$ -	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00
209	Dial-A-Bus Fund	\$ 69,352.00	\$ 3,100.00	\$ -	\$ -	\$ 72,452.00
210	Digital Media Fund	\$ 299,372.00	\$ 42,500.00	\$ 5,000.00	\$ -	\$ 346,872.00
212	Law Enforcement Trust Fund	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00
213	Law Enforcement Education	\$ -	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
214	Indigent Drivers Alcohol Treatment	\$ -	\$ 17,500.00	\$ -	\$ -	\$ 17,500.00
215	Municipal Court Computer Fund	\$ -	\$ -	\$ 10,000.00	\$ -	\$ 10,000.00
216	COPS Fast Fund	\$ 301,755.00	\$ 292,085.00	\$ -	\$ -	\$ 593,840.00
218	American Rescue Plan Act	\$ -	\$ -	\$ 1,668,202.00	\$ -	\$ 1,668,202.00
219	Opiod Settlement Fund	\$ -	\$ -	\$ -	\$ -	\$ -
224	AL Public Arts Fund	\$ -	\$ -	\$ -	\$ -	\$ -
225	AL/Bay Park Improvement Fund	\$ -	\$ -	\$ -	\$ -	\$ -
226	Economic Development Fund	\$ -	\$ -	\$ -	\$ -	\$ -
227	Fire apparatus Acquisition Fund	\$ -	\$ -	\$ -	\$ -	\$ -
230	Board of Building Standards Assmnt	\$ -	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
231	Employee Sick time Buy Back Fund	\$ -	\$ -	\$ -	\$ -	\$ -
232	Street Tree Fund	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
235	Continuing Professionals Training	\$ -	\$ -	\$ -	\$ -	\$ -
236	ALMC-Court Security Fund	\$ 103,322.00	\$ -	\$ -	\$ -	\$ 103,322.00
237	ALMC- Interlock Fund	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
240	Recreation Fund	\$ 1,053,157.00	\$ 643,700.00	\$ 3,500.00	\$ -	\$ 1,700,357.00
601	Police Pension Fund	\$ -	\$ -	\$ -	\$ -	\$ -
602	Fire Pension fund	\$ 362,000.00	\$ -	\$ -	\$ -	\$ 362,000.00
603	Recreation Fund	\$ 362,000.00	\$ -	\$ -	\$ -	\$ 362,000.00
Total Special Revenue Funds		\$ 5,088,307.00	\$ 2,467,885.00	\$ 2,755,702.00	\$ 18,868,000.00	\$ 29,179,894.00

		<u>Debt Service Fund Group - 300</u>						
Fund #	Fund Activity	Personal Service		Other	Capital Improvement	Transfers/Advances		Total
301	General Bond Retirement	\$	-	\$ 1,825,000.00	\$	-	\$	1,825,000.00
302	GO Bond Retirement (Voted)	\$	-	\$ 340,000.00	\$	-	\$	340,000.00
501	Special Assessment Bond Retirement	\$	-	\$ 25,000.00	\$	-	\$	25,000.00
		\$	-	\$ -	\$	-	\$	-
Total Debt Service Funds		\$	-	\$ 2,190,000.00	\$	-	\$	2,190,000.00

<b>Capital Project Fund Group - 400</b>						
<b>Fund #</b>	<b>Fund Activity</b>	<b>Personal Service</b>	<b>Other</b>	<b>Capital Improvement</b>	<b>Transfers/Advances</b>	<b>Total</b>
207	Income Tax Capital improvement	\$ -	\$ -	\$ 12,853,245.00	\$ -	\$ 12,853,245.00
417	OCP Fire/Police/Court Facility	\$ -	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
430	OCP Canterbury Road Imp	\$ -	\$ -	\$ -	\$ -	\$ -
446	ALPS	\$ -	\$ -	\$ 750,000.00	\$ -	\$ 750,000.00
		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Capital Project Fund Group</b>		<b>\$ -</b>	<b>\$ 100,000.00</b>	<b>\$ 13,603,245.00</b>	<b>\$ -</b>	<b>\$ 13,703,245.00</b>

<b>Special Assessment Projects Group - 500</b>						
<b>Fund #</b>	<b>Fund Activity</b>	<b>Personal Service</b>	<b>Other</b>	<b>Capital Improvement</b>	<b>Transfers/Advances</b>	<b>Total</b>
520	SA Walker Rd/Lear East	\$ -	\$ -	\$ -	\$ -	\$ -
521	SA Lear Rd/Walker South	\$ -	\$ -	\$ -	\$ -	\$ -
522	SA Titus Pitts-Hill Ditch	\$ -	\$ -	\$ -	\$ -	\$ -
525	Sidewalk S/A Fund	\$ -	\$ -	\$ -	\$ -	\$ -
527	Cove Avenue Improvements	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
<b>Special Assessment Projects Group</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

<b>Enterprise Fund Group- 700</b>						
<b>Fund #</b>	<b>Fund Activity</b>	<b>Personal Service</b>	<b>Other</b>	<b>Capital Improvement</b>	<b>Transfers/Advances</b>	<b>Total</b>
701	Water Fund	\$ 3,645,500.00	\$ 5,613,100.00	\$ 3,000,000.00	\$ 4,779,900.00	\$ 17,038,500.00
702	West Ridge Interconnect	\$ -	\$ 109,339.00	\$ -	\$ -	\$ 109,339.00
703	Water MOR SUB Fund	\$ -	\$ 3,026,059.00	\$ 50,000.00	\$ 17,995.00	\$ 3,094,054.00
704	Waterworks Construction Fund	\$ -	\$ -	\$ 13,500,000.00	\$ -	\$ 13,500,000.00
706	Water Debt Service	\$ -	\$ 3,664,730.00	\$ -	\$ -	\$ 3,664,730.00
721	Sewer Fund	\$ 3,082,200.00	\$ 3,393,400.00	\$ 2,000,000.00	\$ 3,236,500.00	\$ 11,712,100.00
724	Sewer System Construction Fund	\$ -	\$ -	\$ 1,500,000.00	\$ -	\$ 1,500,000.00
725	Trunk Sanitary Sewer Fund	\$ -	\$ 30,214.00	\$ -	\$ -	\$ 30,214.00
727	Sewer Debt Service Fund	\$ -	\$ 4,636,570.00	\$ -	\$ -	\$ 4,636,570.00
729	LORCO Force Main & Pump	\$ -	\$ -	\$ -	\$ -	\$ -
739	LORCO Collection System Fund	\$ -	\$ -	\$ -	\$ -	\$ -
749	LORCO Custodial Account Fund	\$ -	\$ 700,235.00	\$ -	\$ 1,790,414.00	\$ 2,490,649.00
762	Trunk Water Avon Improvement	\$ -	\$ 5,708,800.00	\$ 200,000.00	\$ 108,371.00	\$ 6,017,171.00
765	Lateral Loan Program	\$ -	\$ -	\$ -	\$ -	\$ -
<b>700 Total Enterprise Fund Group</b>		<b>\$ 6,727,700.00</b>	<b>\$ 26,882,447.00</b>	<b>\$ 20,250,000.00</b>	<b>\$ 9,933,180.00</b>	<b>\$ 63,793,327.00</b>

<b>Trust and Agency Fund Group - 600</b>						
<b>Fund #</b>	<b>Fund Activity</b>	<b>Personal Service</b>	<b>Other</b>	<b>Capital Improvement</b>	<b>Transfers/Advances</b>	<b>Total</b>
612	Unclaimed Funds		\$ 1,000.00			\$ 1,000.00
611	Deposit Trust	\$ -	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
<b>600 Total Internal Service Fund Group</b>		<b>\$ -</b>	<b>\$ 26,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 26,000</b>

<b>Deposit Fund Group - 801</b>						
<b>Fund #</b>	<b>Fund Activity</b>	<b>Personal Service</b>	<b>Other</b>	<b>Capital Improvement</b>	<b>Transfers/Advances</b>	<b>Total</b>
801	Transfer fund	\$ -	\$ 15,000	\$ -	\$ -	\$ 15,000
		\$ -	\$ -	\$ -	\$ -	\$ -
<b>800 Total Deposit Fund Group</b>		<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000</b>

<b>Grand Total All Funds</b>		<b>\$ 29,918,458.00</b>	<b>\$ 35,370,582.00</b>	<b>\$ 36,608,947.00</b>	<b>\$ 29,601,180.00</b>	<b>\$ 131,499,167.00</b>
------------------------------	--	-------------------------	-------------------------	-------------------------	-------------------------	--------------------------

Section 3: That the City Director of Finance be and is hereby authorized and directed to draw warrants against the appropriations set forth upon presentation of proper vouchers.

Section 4: That all expenditures within the fiscal year ending December 31, 2024 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided ("Appropriations" as used means the total amount appropriated for an individual fund).

Section 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 that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code

Section 6: This ordinance is hereby declared to be an emergency measure, the emergency being the necessity for the current operations of the City, 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

**EXHIBIT "A"**  
**SCHEDULE OF BUDGETS BY DEPARTMENT FOR GENERAL FUND**

Department	Personal Service	Other	Equipment Replacement	Transfers	Total
Police	\$ 6,087,288.00	\$ 385,100.00	\$ -	\$ 150,000.00	\$ 6,622,388.00
Fire	\$ 4,313,743.00	\$ 230,500.00	\$ -	\$ -	\$ 4,544,243.00
Engineering	\$ 559,780.00	\$ 106,700.00	\$ -	\$ -	\$ 666,480.00
Recreation	\$ -	\$ -	\$ -	\$ -	\$ -
Building Inspection	\$ 633,937.00	\$ 36,400.00	\$ -	\$ -	\$ 670,337.00
EAAB	\$ -	\$ 2,550.00	\$ -	\$ -	\$ 2,550.00
Community Development	\$ 540,058.00	\$ 232,500.00	\$ -	\$ -	\$ 772,558.00
Public Works	\$ 3,821,261.00	\$ 1,050,700.00	\$ -	\$ -	\$ 4,871,961.00
Mayor	\$ 303,852.00	\$ 23,500.00	\$ -	\$ -	\$ 327,352.00
Human Resources	\$ 179,216.00	\$ 48,000.00	\$ -	\$ -	\$ 227,216.00
IT	\$ -	\$ -	\$ -	\$ -	\$ -
Finance	\$ 566,075.00	\$ 329,500.00	\$ -	\$ -	\$ 895,575.00
Law	\$ 212,621.00	\$ 89,900.00	\$ -	\$ -	\$ 302,521.00
Council	\$ 314,399.00	\$ 35,750.00	\$ -	\$ -	\$ 350,149.00
Court	\$ 560,896.00	\$ 83,150.00	\$ -	\$ -	\$ 644,046.00
Civil Service	\$ 9,325.00	\$ 190,500.00	\$ -	\$ -	\$ 199,825.00
General Government	\$ -	\$ 844,500.00	\$ -	\$ 650,000.00	\$ 1,494,500.00