



CITY OF AVON LAKE

150 Avon Belden Road
Avon Lake, Ohio 44012

VOTING ORDER

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

The following business is to be considered at the regular meeting of the Avon Lake City Council on March 11, 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, Public Works Director Liskovec.

Master Municipal Clerk Presentation - Council President O'Donnell

Public Hearing: Upon the Planning & Zoning Code text amendments, as identified in Ordinance No. 24-33.

Approval of Minutes: February 12, 2024, Council Meeting.

Correspondence

Reports

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

Audience Participation

Motion

Authorizing the donation of old street signs to the Avon Lake Historical Society to be used for historical preservation or as a fundraiser to support the organization.

Sponsor: J. Fenderbosch.

Legislation

Third 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. ***Sponsor: R. Shahmir***

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. ***Sponsor: R. Shahmir***

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. ***Sponsor: R. Shahmir***

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. ***Sponsor: M. O'Donnell***

Second Readings:

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. ***Sponsor: J. Fenderbosch***

Ordinance No. 24-34R, AN ORDINANCE TO MAKE APPROPRIATIONS FOR THE CURRENT YEAR AND OTHER EXPENDITURES FOR THE FISCAL YEAR 2024. ***Sponsor: M. O'Donnell***

First Readings:

Ordinance No. 24-35, AN ORDINANCE ESTABLISHING PETTY CASH OR CHANGE FUNDS FOR VARIOUS CITY DEPARTMENTS OR FUNDS, INCREASING THE PETTY CASH FUNDS FOR

OTHER DEPARTMENTS OR FUNDS, REPEALING ORDINANCE NOS. 68-2011 AND 33-2018, AND DECLARING AN EMERGENCY. *Sponsor: M. O'Donnell*

Ordinance No. 24-36, AN ORDINANCE ACCEPTING THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION GRANT FOR THE AVON LAKE RECOVERY AND RESILIENCY PLAN AND DECLARING AN EMERGENCY. → *Sponsor: Z. Arnold*

Ordinance No. 24-37, AN ORDINANCE AMENDING ORDINANCE NO. 23-190, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENTERPRISE FLEET MANAGEMENT FOR THE LEASING OF CITY VEHICLES, AND DECLARING AN EMERGENCY. → *Sponsor: J. Fenderbosch*

Ordinance No. 24-38, AN ORDINANCE AWARDED A CONTRACT FOR THE WALKER ROAD PAVING PROJECT, PHASES 3 AND 4, AND DECLARING AN EMERGENCY. → *Sponsor: J. Fenderbosch*

Ordinance No. 24-39, AN ORDINANCE TO REZONE PERMANENT PARCEL NO. 04-00-006-114-078 FROM A PUBLIC AND INSTITUTIONAL (P-I) DISTRICT TO LIMITED BUSINESS (B-1) DISTRICT AND DECLARING AN EMERGENCY. *Sponsor: J. Fenderbosch*

Ordinance No. 24-40, AN ORDINANCE CONFIRMING THE APPOINTMENT OF BUDDY BYERS AS FULL-TIME MUNICIPAL COURT BAILIFF, FIXING THE COMPENSATION FOR SAID POSITION, AND DECLARING AN EMERGENCY. *Sponsor: K. Zuber*

Public Input

Miscellaneous Business and Announcements

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.

1st reading: 2/12/2024

2nd reading: 2/26/2024

3rd 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)

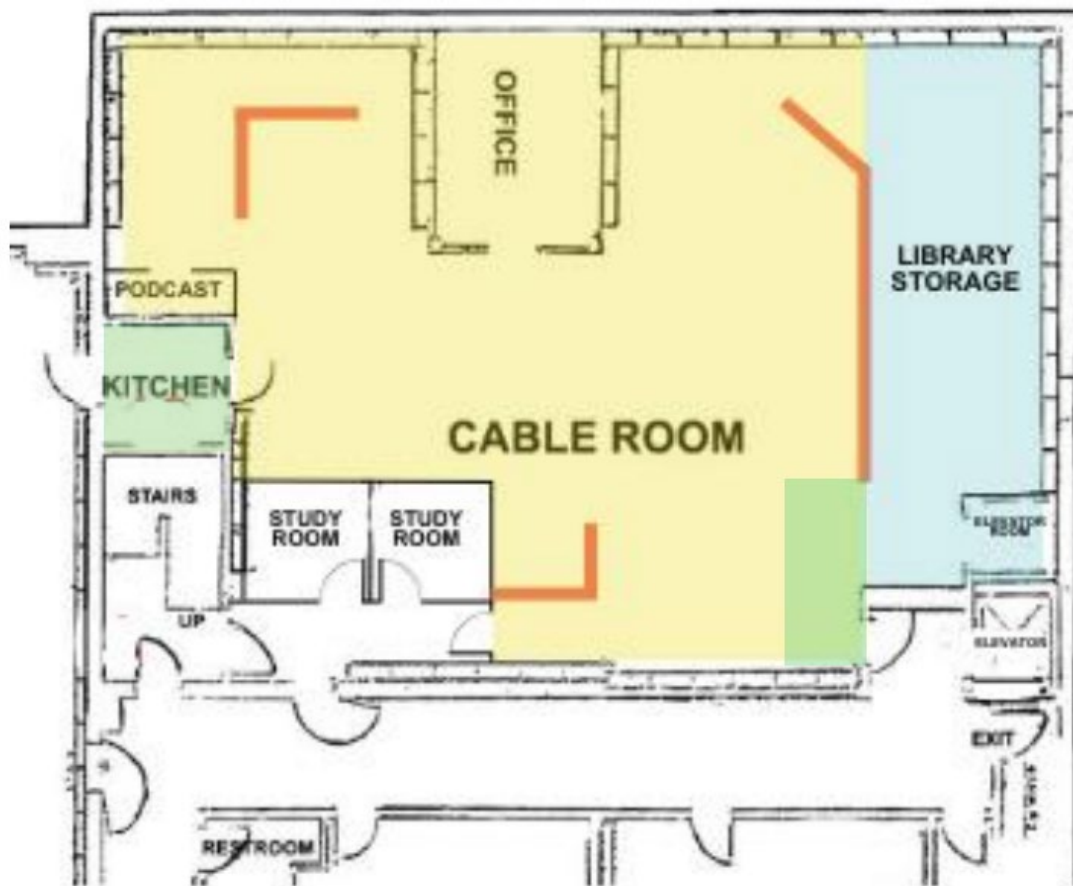
BEFORE ME, a Notary Public in and for said County and State, personally appeared Deborah Yue, known to me to be the Board of Library Trustees President of the above-named Avon Lake Public Library, and acknowledged that she did sign the foregoing instrument on behalf of said public library, duly authorized,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

1st reading: 2/12/2024
2nd reading: 2/26/2024
3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor



Enterprise Managed Technology Services

City, Muni Court and Fire Department

April 1st, 2024 – March 31st, 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 1st, 2024 – March 31st, 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 1st, 2024 – March 31st, 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.

1st reading: 2/12/2024

2nd reading: 2/26/2024

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

Enterprise Managed Technology Services



Police Department

April 1st, 2024 – March 31st, 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 1st, 2024 – March 31st, 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 1st, 2024 – March 31st, 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 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.

1st reading: 2/20/2024

2nd reading: 2/26/2024

3rd 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 Regulations1224.01(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.

1st reading: 2/26/2024

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE TO MAKE 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 they are hereby set aside and appropriated from the funds herein specified as follows, to wit:

Section 2: That there 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	\$ 16,058,454.00	\$	3,614,362.00	\$ 7,002.00	\$ 431,000.00	\$ 20,110,818.00
	100 Total General Fund Adjustments	\$ -	\$	-	\$ -	\$ -	\$ -
	Ending General Fund Appropriations	\$ 16,058,454.00	\$	3,614,362.00	\$ 7,002.00	\$ 431,000.00	\$ 20,110,818.00

		Special Revenue Fund Group - 200				
Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/ Advances	Total
202	SCM&R Fund	\$ 915,561.00	\$ 604,996.00	\$ 553,664.00	\$ -	\$ 2,074,221.00
203	State Highway Fund	\$ -	\$ -	\$ -	\$ -	\$ -
204	Income Tax Transfer	\$ -	\$ -	\$ -	\$ 19,168,000.00	\$ 19,168,000.00
205	Improvement Fund	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
206	Paramedic Fund	\$ 1,816,553.00	\$ 205,700.00	\$ 33,500.00	\$ -	\$ 2,055,753.00
208	Office On Aging	\$ -	\$ -	\$ -	\$ -	\$ -
209	Dial-A-Bus Fund	\$ 39,108.00	\$ 1,852.00	\$ -	\$ -	\$ 40,960.00
210	Digital Media Fund	\$ 263,590.00	\$ 66,600.00	\$ 15,000.00	\$ -	\$ 345,190.00
212	Law Enforcement Trust Fund	\$ -	\$ -	\$ -	\$ -	\$ -
213	Law Enforcement Education	\$ -	\$ -	\$ -	\$ -	\$ -
214	Indigent Drivers Alcohol Treatment	\$ -	\$ -	\$ -	\$ -	\$ -
215	Municipal Court Computer Fund	\$ -	\$ -	\$ -	\$ -	\$ -
216	COPS Fast Fund	\$ 298,460.00	\$ -	\$ -	\$ -	\$ 298,460.00
218	American Rescue Plan Act	\$ -	\$ 1,829,088.00	\$ -	\$ -	\$ 1,829,088.00
219	Opiod Settlement Fund	\$ -	\$ -	\$ -	\$ -	\$ -
224	AL Public Arts Fund	\$ -	\$ 25,000.00	\$ -	\$ -	\$ -
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	\$ 79,478.00	\$ -	\$ -	\$ -	\$ 79,478.00
237	ALMC- Interlock Fund	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
240	Recreation Fund	\$ 1,053,157	\$ -	\$ -	\$ -	\$ 1,053,157.00
601	Police Pension Fund	\$ 353,555	\$ -	\$ -	\$ -	\$ 353,555.00
602	Fire Pension fund	\$ 353,555	\$ -	\$ -	\$ -	\$ 353,555.00
603	Recreation Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Total Special Revenue Funds		\$ 5,173,017.00	\$ 2,787,736.00	\$ 602,164.00	\$ 19,168,000.00	\$ 27,705,917.00

		<u>Debt Service Fund Group - 300</u>							
Fund #	Fund Activity	Personal Service		Other	Capital Improvement	Transfers/ Advances		Total	
301	General Bond Retirement	\$	-	\$	1,369,221.68	\$	-	\$	1,369,221.68
302	GO Bond Retirement (Voted)	\$	-	\$	336,050.00	\$	-	\$	336,050.00
501	Special Assessment Bond Retirement	\$	-	\$	39,242.56	\$	-	\$	39,242.56
		\$	-	\$	-	\$	-	\$	-
Total Debt Service Funds		\$	-	\$	1,744,514.24	\$	-	\$	1,744,514.24

Capital Project Fund Group - 400						
Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
207	Income Tax Capital improvement	\$ -	\$ -	\$ 7,345,301.00	\$ -	\$ 7,345,301.00
417	OCP Fire/Police/Court Facility	\$ -	\$ -	\$ -	\$ -	\$ -
430	OCP Canterbury Road Imp	\$ -	\$ -	\$ -	\$ -	\$ -
446	ALPS	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
Total Capital Project Fund Group		\$ -	\$ -	\$ 7,345,301.00	\$ -	\$ 7,345,301.00

Special Assessment Projects Group - 500						
Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
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	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
Special Assessment Projects Group		\$ -	\$ -	\$ -	\$ -	\$ -

Enterprise Fund Group- 700						
Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
701	Water Fund	\$ 3,302,334.00	\$ 5,329,242.00	\$ -	\$ 4,863,193.00	\$ 13,494,769.00
702	West Ridge Interconnect	\$ -	\$ 85,604.00	\$ -	\$ -	\$ 85,604.00
703	Water MOR SUB Fund	\$ -	\$ 3,024,500.00	\$ 40,000.00	\$ 19,592.00	\$ 3,084,092.00
704	Waterworks Construction Fund	\$ -	\$ -	\$ 3,540,000.00	\$ -	\$ 3,540,000.00
706	Water Debt Service	\$ -	\$ 3,847,373.00	\$ -	\$ -	\$ 3,847,373.00
721	Sewer Fund	\$ 2,918,555.00	\$ 3,251,550.00	\$ -	\$ 3,175,873.00	\$ 9,345,978.00
724	Sewer System Construction Fund	\$ -	\$ -	\$ 1,067,000.00	\$ -	\$ 1,067,000.00
725	Trunk Sanitary Sewer Fund	\$ -	\$ 30,844.00	\$ -	\$ -	\$ 30,844.00
727	Sewer Debt Service Fund	\$ -	\$ 4,575,579.00	\$ -	\$ -	\$ 4,575,579.00
729	LORCO Force Main & Pump	\$ -	\$ -	\$ -	\$ -	\$ -
739	LORCO Collection System Fund	\$ -	\$ -	\$ -	\$ -	\$ -
749	LORCO Custodial Account Fund	\$ -	\$ 314,757.00	\$ 75,000.00	\$ 1,821,754.00	\$ 2,211,511.00
762	Trunk Water Avon Improvement	\$ -	\$ 5,470,000.00	\$ 200,000.00	\$ 101,514.00	\$ 5,771,514.00
765	Lateral Loan Program	\$ -	\$ -	\$ -	\$ -	\$ -
700 Total Enterprise Fund Group		\$ 6,220,889.00	\$ 25,929,449.00	\$ 4,922,000.00	\$ 9,981,926.00	\$ 47,054,264.00

Trust and Agency Fund Group - 600						
Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
612	Unclaimed Funds	\$ -	\$ -	\$ -	\$ -	\$ -
611	Deposit Trust	\$ -	\$ -	\$ -	\$ -	\$ -
600 Total Internal Service Fund Group		\$ -	\$ -	\$ -	\$ -	\$ -

Deposit Fund Group - 801						
Fund #	Fund Activity	Personal Service	Other	Capital Improvement	Transfers/Advances	Total
801	Transfer fund	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
800 Total Deposit Fund Group		\$ -	\$ -	\$ -	\$ -	\$ -

Grand Total All Funds		\$ 27,452,360.00	\$ 34,076,061.24	\$ 12,876,467.00	\$ 29,580,926.00	\$ 103,960,814.24
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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 taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees that results 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: 2/26/2024
2nd reading:
3rd reading:

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	\$ 5,328,181.00	\$ 341,331.00	\$ 3,833.00	\$ 145,000.00	\$ 5,818,345.00
Fire	\$ 3,733,430.00	\$ 237,200.00	\$ -	\$ -	\$ 3,970,630.00
Engineering	\$ 313,172.00	\$ 74,025.00	\$ -	\$ -	\$ 387,197.00
Recreation	\$ -	\$ -	\$ -	\$ -	\$ -
Building Inspection	\$ 584,169.00	\$ 35,592.00	\$ -	\$ -	\$ 619,761.00
EAAB	\$ -	\$ 5,250.00	\$ -	\$ -	\$ 5,250.00
Community Development	\$ 488,276.00	\$ 191,968.00	\$ -	\$ -	\$ 680,244.00
Public Works	\$ 3,477,597.00	\$ 1,204,849.00	\$ -	\$ -	\$ 4,682,446.00
Mayor	\$ 317,665.00	\$ 13,168.00	\$ -	\$ -	\$ 330,833.00
Human Resources	\$ 112,005.00	\$ 46,820.00	\$ -	\$ -	\$ 158,825.00
IT	\$ -	\$ -	\$ -	\$ -	\$ -
Finance	\$ 573,310.00	\$ 364,052.00	\$ -	\$ -	\$ 937,362.00
Law	\$ 212,621.00	\$ 61,273.00	\$ -	\$ -	\$ 273,894.00
Council	\$ 296,507.00	\$ 26,604.00	\$ 3,169.00	\$ -	\$ 326,280.00
Court	\$ 612,312.00	\$ 84,383.00	\$ -	\$ -	\$ 696,695.00
Civil Service	\$ 9,209.00	\$ 22,397.00	\$ -	\$ -	\$ 31,606.00
General Government	\$ -	\$ 905,450.00	\$ -	\$ 286,000.00	\$ 1,191,450.00
GRAND TOTAL	\$ 16,058,454.00	\$ 3,614,362.00	\$ 7,002.00	\$ 431,000.00	\$ 20,110,818.00

AN ORDINANCE ESTABLISHING PETTY CASH OR CHANGE FUNDS FOR VARIOUS CITY DEPARTMENTS OR FUNDS, INCREASING THE PETTY CASH FUNDS FOR OTHER DEPARTMENTS OR FUNDS, REPEALING ORDINANCE NOS. 68-2011 AND 33-2018, AND DECLARING AN EMERGENCY.

WHEREAS, the Finance Committee has recommended that petty cash funds be established or increased for such departments or funds to facilitate making purchases and change.

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

Section No. 1: That petty cash or change funds in the amounts indicated be established for the following departments or funds by payments made from the Treasury:

Petty Cash Funds

<u>Department/Fund</u>	<u>Amount</u>
Engineering	\$100
Fire	\$100
Police	\$100
LORCO	\$1,000
Recreation	\$100
Recreation - The Anchor	\$150
Sewer	\$200
Water	\$200

Section No. 2: That Ordinance Nos. 68-2011 and 33-2018 are hereby repealed.

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 timely receiving and providing funds for payment of current and necessary expenses of the City. 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

AN ORDINANCE ACCEPTING THE UNITED STATES ECONOMIC DEVELOPMENT ADMINISTRATION GRANT FOR THE AVON LAKE RECOVERY AND RESILIENCY PLAN AND DECLARING AN EMERGENCY.

WHEREAS, the U.S. Economic Development Administration offers financial support through grant opportunities to help communities capitalized on economic development strategies; and

WHEREAS, the City applied for a grant to develop an Economic Recovery and Resiliency Plan, due to the closure of the NRG Energy coal-fired power plant, to help provide a strategy that will include employment geography and sector analysis and review zoning and land use designations; and

WHEREAS, the strategy developed will provide recommendations for local leaders, as they attempt to diversify the local and regional economy to become more resilient, that will lead to capitalization of new opportunities and job creation in the region; and

WHEREAS, the U.S. Economic Development Administration awarded the City a matching grant of \$75,000.

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

Section No. 1: That the Council of the City of Avon Lake hereby accepts the U.S. Economic Development Administration grant in the sum of \$75,000 with a corresponding match from the City of \$75,000.

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: This Ordinance is declared to be an emergency measure, the emergency being necessary to accept grant funding to begin developing an economic strategy plan, thus for the preservation of the health, safety, and welfare of the City. Therefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

AN ORDINANCE AMENDING ORDINANCE NO. 23-190, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH ENTERPRISE FLEET MANAGEMENT FOR THE LEASING OF CITY VEHICLES, AND DECLARING AN EMERGENCY.

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

Section No. 1: Ordinance No. 23-190 is hereby amended as follows:

Section No. 1: That the Mayor is hereby authorized and directed to enter into a lease agreement, as approved by the Law Director, to lease 11 vehicles (Exhibit A), on behalf of the Public Works Department, with Enterprise Fleet Management through the Sourcewell Cooperative Program for an annual amount not to exceed ~~\$187,000~~ **\$203,556**.

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 City departments with safe and reliable vehicles in order that they may promptly, safely, and efficiently perform their duties, thus for the health, safety, and welfare of the citizens of Avon Lake. Therefore, this Ordinance shall take effect and be in full force immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AWARDING A CONTRACT FOR THE WALKER ROAD PAVING PROJECT, PHASES 3 AND 4, AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with the direction of Council, the City Engineer has prepared plans and specifications for the Walker Road Paving Project, Phases 3 and 4, 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, as provided by law, inviting bids for construction of said improvements; 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 Cross-Roads Asphalt Recycling, Inc., of Columbia Station, Ohio, is the lowest and best responsive bid, after advertising in accordance with law, 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 Cross-Roads Asphalt Recycling, Inc., of Columbia Station, Ohio (hereafter referred to as "Contractor") for the Walker Road Paving Project, Phases 3 and 4, for the City of Avon Lake, Ohio, in accordance with the plans and specifications, be, and the same is hereby awarded to said Contractor in accordance with said plans and specifications and bid received. The total amount of said contract is in the sum of \$975,482.50.

Section No. 2: That the Contractor shall furnish his good and sufficient performance bond in the amount of \$975,482.50 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 said Director of Finance memoranda of policies of insurance in the amounts and under the conditions set forth in the specifications of the contract documents.

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

therefore the amount of money determined by said Public Works Department to be due to said Contractor under the contract thereby awarded to him and to cause said warrants to be paid.

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 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. 7: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of resurfacing Walker Road to provide safe travel on this busy road, thus for the 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.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE TO REZONE PERMANENT PARCEL NO. 04-00-006-114-078 FROM A PUBLIC AND INSTITUTIONAL (P-I) DISTRICT TO LIMITED BUSINESS (B-1) DISTRICT AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has, at its meeting of March 5, 2024, approved a request to rezone a 2.02 acre parcel owned by Lake Veterinary Properties, LLC, that fronts Durrell Avenue and designated by the County Auditor as PPN 04-00-006-114-078, (the "Property") and more particularly described in Exhibit A attached hereto and made a part hereof.

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

Section No. 1: That the Property, which is presently zoned Public and Institutional (P-I) District, is hereby rezoned to Limited Business (B-1) District.

Section No. 2: That the official zoning map and the Planning and Zoning Code of the City of Avon Lake is hereby amended accordingly, and the City Engineer is directed to make the necessary changes thereto.

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 to allow the property owner to develop the property and contribute to the economic development of Avon Lake, 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



LAKE VETERINARY PROPERTIES LLC

Report

To: Avon Lake Planning Commission

From: Kelly La Rosa, Planning and Zoning Manager

Date: February 29, 2024

Re: Case No. CPC-24-2 Lake Veterinary Properties LLC, Map Amendment Request for Parcel No. 04-00-006-114-078 from P-I District to B-1 District.

PROJECT OVERVIEW:

The purpose of this planning report is to assess the rezoning proposal for a 2.02-acre parcel that fronts Durrell Avenue. The proposal aims to rezone the property from P-I (Public and Institutional District) to B-1 (Limited Business District) to align with the existing zoning districts of adjacent properties.

PROJECT BACKGROUND

Parcel No. 04-00-006-114-078 was formerly owned by the City of Avon Lake and specifically utilized by Avon Lake Regional Water as part of the land where the water filtration plant is located. This parcel of land was split from the main water treatment plant site and then made available for sale. The property was purchased through a public bidding process conducted in December 2022 that resulted in the transfer of property in December 2023 to Lake Veterinary Properties, LLC, 430 Regatta Drive, Avon Lake.



Figure 1: Maps Data: Google Earth 5/30/2016.

The subject site is currently owned by Lake Veterinary Properties, while the adjacent sites to the north and west are owned by Regatta Properties, 124 Miller Road, Avon Lake. All of these sites will be utilized by the Avon Lake Animal Clinic which provides veterinary services to the community. The transition of ownership from public to private necessitates a zoning change.

Zoning District Map: This site is located within a P-I, Public and Institutional District. The P-I District establishes sites for various governmental, institutional, educational, or other public or quasi-public uses that are integral to the community while ensuring compatibility with the surrounding neighborhoods.

Property located to the northwest and on the west side of the subject property is zoned B-1, Limited Business. The property to the northeast of the subject property is zoned R-1B, Single-Family Residences, while the properties to the east and the south are zoned as P-I, Public, and Institutional District (see Zoning District Map of Avon Lake, Figure 2).

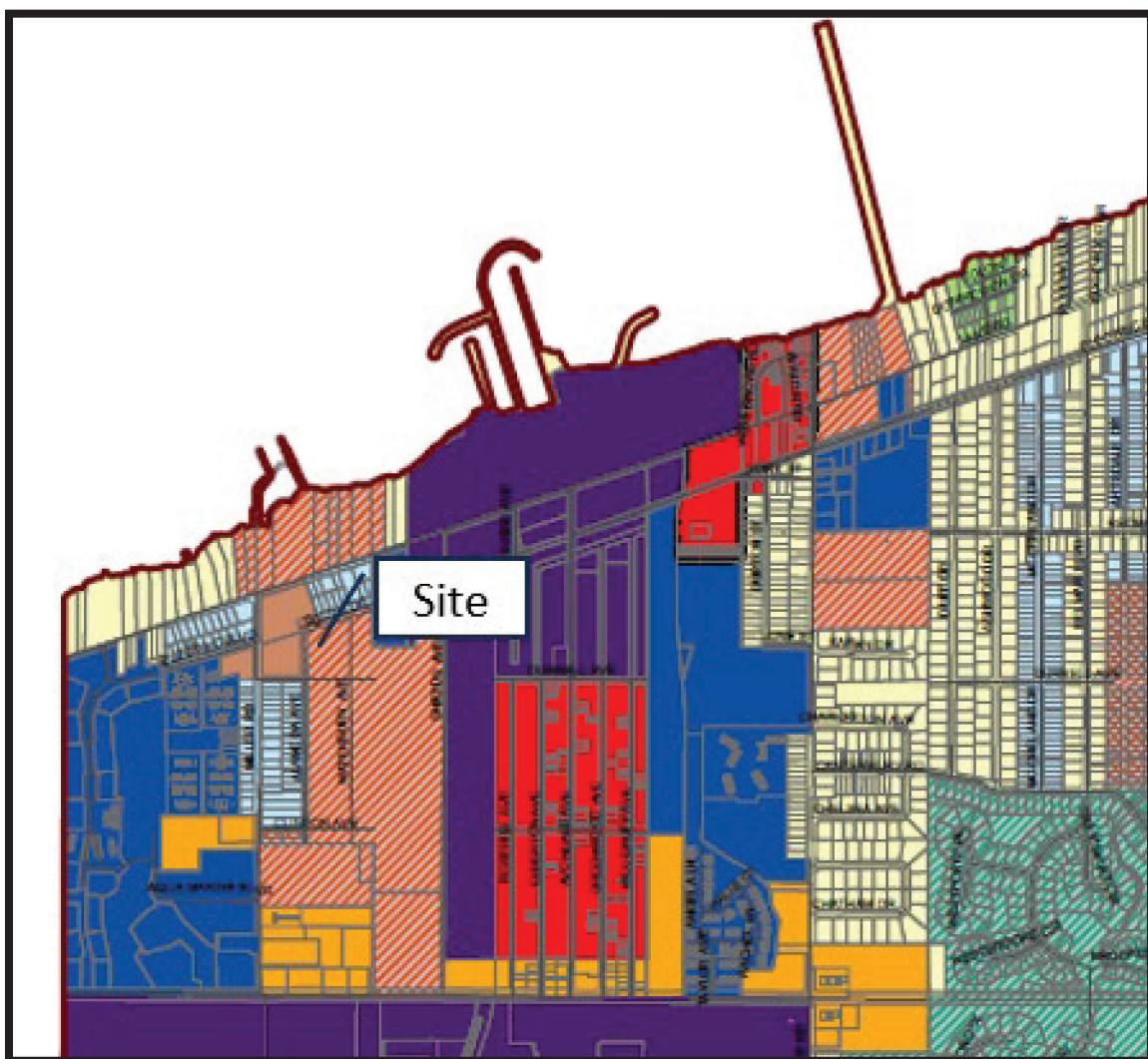


Figure 2: Excerpt of the Zoning District Map of Avon Lake, January 2022

Comprehensive Land Use Plan: The Future Land Use Map designates the subject property as Civic/Institutional District. The Civic/Institutional designation accommodates public and semi-public uses.

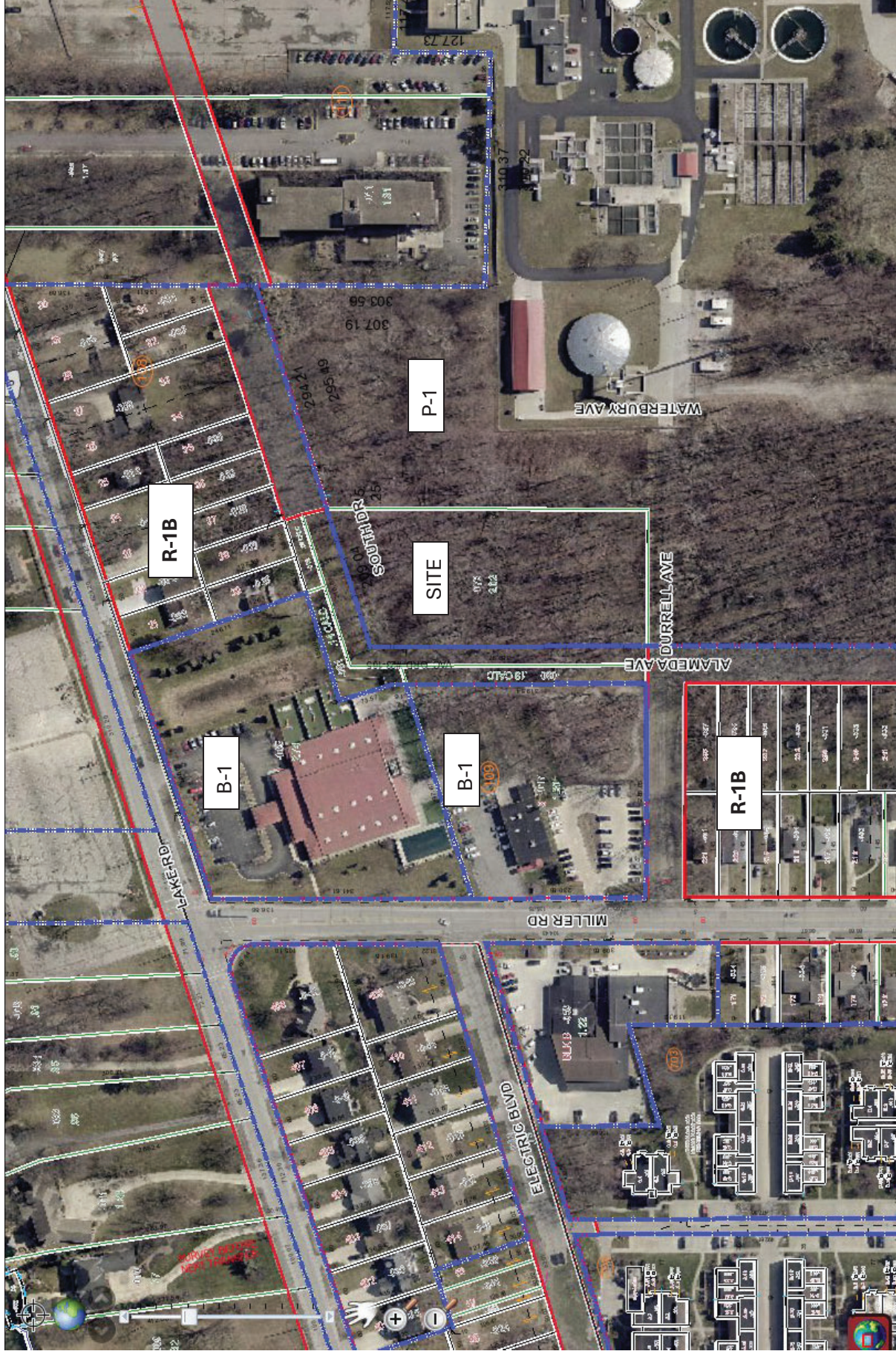
The area west of this site is classified as Professional Offices District while the property to the north is classified as Commercial and Residential Districts. These classifications serve as general guidelines for future development rather than as strict standards.



Figure 3: Future Land Use Map Excerpt, Avon Lake Comprehensive Plan, September 2019

Applicable Code Section: 1214.02: Code Text and Map Amendments apply.

Vicinity Map Parcel No. 04-00-006-114-077



AN ORDINANCE CONFIRMING THE APPOINTMENT OF BUDDY BYERS AS FULL-TIME MUNICIPAL COURT BAILIFF, FIXING THE COMPENSATION FOR SAID POSITION, AND DECLARING AN EMERGENCY.

WHEREAS, Allison Manning was elected to serve as Judge of Avon Lake Municipal Court for a six-year term beginning January 1, 2024; and

WHEREAS, appointments are necessary for the efficient operation of the Avon Lake Municipal Court; and

WHEREAS, Judge Manning has submitted to this Council for confirmation an appointment to the position of full-time Bailiff in the Municipal Court pursuant to Ohio Revised Code Chapter 1901.

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

Section No. 1: That the appointment of Buddy Byers to the position of full-time Bailiff in the Avon Lake Municipal Court is hereby approved and confirmed, effective April 1, 2024.

Section No. 2: That the powers, duties, and responsibilities to be performed and undertaken by the Municipal Court Bailiff shall be those prescribed in Section 1901.32 of the Ohio Revised Code.

Section No. 3: That pursuant to Ohio Revised Code Section 1901.11, Council does hereby fix and establish an annual salary of \$52,478.40, payable bi-weekly, with three-fifths (3/5) of said amount being paid from the City treasury and two-fifths (2/5) of said amount being paid from the Lorain County treasury.

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

Section No. 5: That the Clerk of Council shall certify a copy of this Ordinance to the County Commissioners and the Lorain County Auditor.

Section No. 6: 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. 7: 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 after its passage and approval.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor