



VOTING ORDER

Z. Arnold
J. Fenderbosch
A. Gentry
D. Kos
R. Shahmir
G. Smith
K. Zuber

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 April 14, 2025, at 7 p.m. in the Council Chamber.

Pledge of Allegiance

Roll Call: Mr. Arnold, Mrs. Fenderbosch, Ms. Gentry, Mr. Kos, Mr. Shahmir, Mr. Smith, Mr. Zuber, Mayor Spaetzel, Law Director Ebert, Finance Director Krosse, Public Works Director Liskovec.

Legislation

Approval of Minutes: February 18, 2025, Special Council Meeting.

Correspondence

Reports

Mayor
Council President
Law Director
Finance Director
Public Works Director
Standing Committees
Special Committees

Audience Participation

Motions

Accepting the resignation of Engineering Technical Aide I Cody Harris, effective April 11, 2025. *Sponsor: G. Smith*

Authorizing the Step increase of Recreation Administrative Assistant Heather Lam from Step 1 to Step 3, effective January 17, 2025. **Sponsor: G. Smith**

Legislation

Second Readings:

Ordinance No. 25-67, AN ORDINANCE ADOPTING THE AVON LAKE URBAN FOREST MANAGEMENT PLAN. **Sponsor: J. Fenderbosch**

Resolution No. 25-68, RESOLUTION ADOPTING THE AVON LAKE FOREST MANAGEMENT STRATEGIC PLAN. **Sponsor: J. Fenderbosch**

Ordinance No. 25-69, AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 1070.02, MUNICIPAL PARK RULES. **Sponsor: J. Fenderbosch**

First Readings:

Ordinance No. 25-74, AN ORDINANCE AWARDING A CONTRACT FOR THE CONSTRUCTION OF AVON LAKE PLAY SPACE (ALPS) PHASE 2 TO RJ PATTEN AND DECLARING AN EMERGENCY. →**Sponsor: R. Shahmir**

Resolution No. 25-75, A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO DISBURSE THE JOBS GROWTH INCENTIVE PROGRAM AWARDS FOR TAX YEAR 2024 AND DECLARING AN EMERGENCY. **Sponsor: J. Fenderbosch**

Resolution No. 25-76, A RESOLUTION IN SUPPORT OF HOUSE BILL 3, THE SCHOOL BUS SAFETY ACT. **Sponsor: D. Kos**

Ordinance No. 25-77, AN ORDINANCE AMENDING EMERGENCY TRANSPORT SERVICE FEES IN CODIFIED ORDINANCE SECTION 208.01. **Sponsor: D. Kos**

Ordinance No. 25-78, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH TRANSYSTEMS CORPORATION OF OHIO FOR A TRAFFIC STUDY AND DECLARING AN EMERGENCY. →**Sponsor: D. Kos**

Ordinance No. 25-79, AN ORDINANCE AUTHORIZING THE PURCHASE OF A SNOWPLOW AND ICE PACKAGE FOR THE PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY. →**Sponsor: J. Fenderbosch**

Ordinance No. 25-80, AN ORDINANCE AMENDING ORDINANCE NO. 25-70 AUTHORIZING THE PURCHASE OF AN INTERNATIONAL 607 CHASSIS CAB FOR THE PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY. →**Sponsor: J. Fenderbosch**

→ Suspension of the rule requiring three readings

Ordinance No. 25-81, AN ORDINANCE AUTHORIZING THE PURCHASE OF AN INTERNATIONAL 607 CHASSIS CAB FOR THE PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY.

→***Sponsor: J. Fenderbosch***

Resolution No. 25-82, A RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACT TO BE AWARDED IN 2025 AND DECLARING AN EMERGENCY.

Sponsor: J. Fenderbosch

Ordinance No. 25-83, AN ORDINANCE TO REZONE AN 11.8627-ACRE SITE AT THE SOUTHEAST CORNER OF WALKER ROAD AND AVON BELDEN ROAD (SR 83) FROM SINGLE-FAMILY RESIDENCE (R-1A) AND GENERAL COMMERCE (B-2) TO MULTI-FAMILY RESIDENCE (R-3) AND DECLARING AN EMERGENCY. ***Sponsor: G. Smith***

Ordinance No. 25-84, AN ORDINANCE APPROVING A VACATION OF A PORTION OF ALAMEDA AVENUE AND DECLARING AN EMERGENCY. ***Sponsor: G. Smith***

Public Input

Miscellaneous Business and Announcements

Adjournment

AN ORDINANCE ADOPTING THE AVON LAKE URBAN FOREST MANAGEMENT PLAN.

WHEREAS, the Ohio Department of Natural Resources (ODNR) recommends that municipalities develop and implement an Urban Forest Management Plan to effectively manage trees and the land on which they grow; and

WHEREAS, the Avon Lake Tree Commission was established to foster a community that is committed to the sustainable management of the urban forest by promoting the health and safety of the existing urban tree population and achieving a fully stocked, healthy, and resilient urban forest through its recommendations for tree planting on public lands and rights-of-way and advising the Public Works Director on arboricultural and urban forestry best management practices; and

WHEREAS, the Avon Lake Urban Forest Management Plan (Plan) is a strategic and long-term investment in Avon Lake's tree canopy through efficient and effective tree care, strengthening tree planting to maintain species diversity in the public tree population, equitable preservation, improving the character and aesthetics of neighborhoods and the quality of life; and

WHEREAS, the Avon Lake Tree Commission recommends the City adopt a Plan that will encompass the goals, objectives, actions, and specifications, which they have worked diligently on developing that will utilize the Plan's mission of maximizing the economic, environmental, and social benefits of a sustainable urban forest of the City; and

WHEREAS, Council, coming now to consider said recommendations, approves the Plan in full and desires to put it into effect.

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

Section No. 1: That the Avon Lake Urban Forest Management Plan is hereby adopted, a copy of which is attached hereto and incorporated herein.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the 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 actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance shall be in full force and effect from and after the earliest period allowed by law.

1st reading: 3/24/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

Avon Lake Urban Forest Management Plan

Mission Statement

Maximize the Economic, Environmental, and Social Benefits of a Sustainable Urban Forest for the Residents of Avon Lake, Ohio.

Goals

That must be reached to validate the Mission Statement

1. Maintain the health and vigor of all trees in the Urban Forest.
2. Plant the largest suitable tree at maturity for the site selected.
3. Achieve a fully stocked Urban Forest.

Objectives

Strategies necessary to reach the goals

1. Remove or prune, all dead, and hazardous trees each year.
2. Evaluate each tree every 2 years after planting for the first 10 years, and every 5 years for the balance of the trees' life and prune as needed.
3. Plant a diverse population of tree species. One tree for each removal (replace) on publicly owned land and 1/50 of the vacant sites based on the initial inventory (replant) (to be determined).
4. Educate the community decision-makers (residents, elected officials, hired employees, volunteers) on the value and need for a sustainable urban forest.

Actions

Actions that will meet the objectives

Specifications

Specific rules for the actions

Implementation

Performing the necessary actions

Action 1: An Inventory of Trees and Planting Sites on Municipal owned or managed property

Specifications

- Initiate and maintain a Tree Inventory with the following information:

- Species-Scientific and Common Name
- Size—Diameter at breast height (four and one-half feet) in inches and crown width and total height
- Condition—Excellent, Good, Fair, Poor
- Maintenance--Routine, High, Hazard
 - Action Recommended (Routine) - Scheduled Removal of dead or damaged branches
 - Action Recommended (High) - Immediate Removal of dead or damaged branches
 - Action Recommended - (Hazardous) Immediate Removal of hazardous branch(es) or immediate removal of tree
- Location
 - Address, street, GPS coordinates. Utility conflicts
- Tree lawn width (in feet)

Implementation

- The Public Works Director completes RFP with assistance of Tree Commission and approval from Avon Lake City Council.
- Best bid selected and survey protocols finalized.
- Tree survey initiated 2025
- Final report presented to Council and at public meeting by contractor and city staff.
- Data used to finalize annual and 5-year plans.

Action 2: Master Planting Design

Specifications

- A Master Planting Design will be developed for every city-maintained street identifying primary and secondary species to be used on each tree lawn. The plan will be used to replace future trees removed or fill empty planting spots. Species will be selected based on species best suited for each site and distribution of species to ensure genetic diversity.
- Master Planting Design will begin in new developments that are prioritized for new tree lawn planting.
- For the remainder of the city, Master Planting Design will be developed first for street segments with the least tree cover beginning with street segments having both a curb and sidewalk (primary) proceeding to street segments with either a curb or sidewalk (secondary) (see Action 6).

- Site Selection Parameters (based on Ohio Division of Forestry standards):
 - Minimum overhead clearance for
 - Small Trees - 30 feet; Medium Trees - 50 feet; Large Trees - 60 feet
 - Minimum distances for ALL trees from
 - Overhead primary electric wires - 10 feet (lateral distance)
 - Underground utilities - 5 feet (lateral distance)
 - Side structures - 20 feet
 - Tree lawn width - 4 feet (small trees), 8 feet (medium trees), >8 feet (large trees)
 - Intersection - 40 feet
 - Visible utilities - 10 feet
 - Fire hydrants - 10 feet
 - Driveways (both planting side & opposite side) – 15 feet
 - Other trees and planting sites - 30 feet
 - Diversity parameters for urban forest population: Maximum for any species 10%, for any genus 20%, for any family 30%
- Appeals:
 - Property owners who feel that another species of tree is more appropriate for a given site may appeal the Urban Forester. Appeals must be made in writing and include what tree should be substituted and why the municipality's selected species is not a good choice and/or which species of tree should be planted and why. All appeals must include the scientific name for clarity and argument should be based on scientific reasoning for the benefit of the community and avoid personal taste or improvement of private property at taxpayers' expense.
 - The Urban Forester shall review all written appeals and may consult with the Tree Commission.

Implementation

- The Master Planting Design will be conducted by the Urban Forester with support from members of the Avon Lake Tree Commission over a 2–3-year period.

Action 3: Systematic Five-Year Hazard Assessment

Specifications

- Hazard Tree Assessment program through periodic Tree Inventory:
 - Identify trees with potentially hazardous structural defects that need to be removed.
 - Identify trees with potential structural defects that can be pruned to manage safety.
 - Data should include location, species, DBH, and description of hazard accompanied by photographs.
- Information collected by Urban Forester, Public Works staff, and trained volunteers to be verified by Urban Forester.
- Data to be added to Tree Inventory database as confirmed by the Urban Forester.

Implementation

- Work to be done by Certified Arborist with TRAQ (tree risk assessment qualification)
- Initial annual assessment will utilize the most recently updated tree survey data.
- Work may be done via drive through, but all potential hazardous trees must be individually assessed.

Action 4: Annual Work Plan and Budget

Specifications

- An annual budget for the following year will be prepared by October 1 with input from Public Works staff and Tree Commission.
- Resources should be allocated in the following order of priority:
 - Planning
 - Hazard tree removal
 - Dangerous branches removal
 - Stump Grinding
 - Watering (First through third year)
 - Young-tree-training
 - Large maintenance pruning
 - Site selection
 - Site preparation
 - Tree planting

Highest priority



Lowest priority

- Budget allocations may, as the circumstance dictates, vary from the priority list but only if it benefits the urban forest program or community as a whole and does not compromise safety or cost effectiveness.
- New tree planting: Determined by the most recent Tree Inventory. The maximum number of trees to be planted each year will equal the number of trees removed in the previous year plus 2% of total planting sites available. Priority will be given to new subdivisions with funds already deposited with the City Street Planting Program. The City may choose to increase the number of trees planted to complete the planting of a segment but will account for the excess in future plantings.
- Watering: Newly planted trees will have Gator Bags or similar ones installed and filled on a weekly basis as is needed for the first 2 years after planting.
- Young Tree Training: Trees shall be pruned if needed to train them for structure and form using the Ohio DNR, Division of Forestry's "7 Steps to Young Tree Training" at years 2, 4, 7, and 10 after planting. Pruning shall be done by trained and Certified Arborist supervised staff only between December 1 and April 1.
- Mature Tree Pruning: Trees over 10 years from planting shall be inspected every 5 years and pruned as needed for structure, health, and safety using ANSI A300 Standards. Pruning shall be done as conservatively as possible.

Implementation

Planting and pruning data shall be entered into the Tree Inventory database.

- Cost Table:
 - Insert cost tables for planting, mulching, watering, young tree training, mature tree pruning, tree removal.
- Develop budget, ensure funding.
- Schedule activities.

Action 5: Regular Educational Sessions, Arbor Day Activities

Specifications

- The scientific based and visible tree management by the City will be the major contributor to the education of residents on the proper care of trees on private property.
- Activities may include Arbor Day Activities, Big Tree Contest, Tree Care Workshop, Seminars, Community decision-maker walk-about, Administration, Staff, Finance Director, Council, Community Day presentations and demonstrations, summer camp activities for school-aged students, Newsletter, social media and Website contributions, News-Press coverage, and community TV spots.

Implementation

- The Tree Commission shall develop a marketing plan to include an Arbor Day activity suitable for Tree City USA requirements and conduct a minimum of two additional educational activities. The plan should be updated annually.

Action 6: Long Range (5 year) Work Plan and Budget

Specifications

- To integrate projects across City departments, the Tree Commission shall meet with the Public Works Director and/or Urban Forester to discuss future city projects that will impact trees. Information on street, sewer, building, or other projects will be reported to avoid undue damage to the city's urban forest and for incorporation into the long-range Urban Forest Plan. This will also avoid having trees planted in parks or near city buildings that may interfere with future development plans.
- Long Range Tree Planting Prioritization: The City will fill planting sites as governed by budget and maximum numbers established in Action Item 4.
 - The City will plant primary locations first. Primary locations have a curb and sidewalk, which provide a more protected environment for trees. Once primary locations are filled, secondary sites will be considered. Secondary sites have either curb or sidewalk, but not both. After all secondary sites are filled the Tree Commission will consider planting in tertiary sites. Tertiary sites have neither sidewalk nor curb.

- When selecting tree lawn planting locations, the City will attempt to first plant in areas with limited canopy cover and sites where complete Master Planting Design segments can be planted. The Tree Commission will also favorably consider resident requests and along main arteries where most residents benefit. The Tree Commission will strive to distribute plants throughout the community to enhance tree-age diversity of the community.
- New housing developments will be given priority because funding has already been deposited by developers and encourage tree cover in these cleared areas.
- Replacement of removals will be prioritized in the city's parks and other properties. Additional plantings will be made possible through donations.

Appendix A. Arboriculture Procedures

Typical Urban Forest Management Procedures

Site Preparation Procedure

- In the late summer or early fall of the year prior to transplanting, till and amend the soil (with approximately 15% to 20% organic material) in a curb-to-sidewalk square. Top dress with mulch.

Transplanting Procedure for Bare Root Stock

- In early Spring, rake back the wood chips and soil in the center of the site to a depth that will allow the root flare to be at grade
- Prune roots: above primary root flare
- Train branches by:
 - Identifying and subordinating, or removing super dominant branches
 - Prune to leave one central leader
 - Remove dead or broken branches and suckers from trunk
- First year watering program:
 - On a weekly basis, fill low-profile Gator Bag with approximately fifteen (15) gallons of water which does not contain fertilizer

Young-Tree-Maintenance Program for first ten years following transplanting

- 1st year
 - Early Spring
 - Remove support stake
 - Refresh mulch
 - Summer
 - Control weeds and maintain mulch bed
- 2nd year
 - Late winter (December 1st – April 1st)
 - Young tree train (See 7 Steps)
 - Early Spring
 - Refresh mulch
 - Summer
 - Control weeds and maintain mulch bed
- 3rd year
 - Early Spring
 - Refresh mulch
 - Summer
 - Control weeds and maintain mulch bed

- 4th year
 - Late winter
 - Young tree train (See 7 Steps)
 - Early Spring
 - Refresh mulch
- 5th & 6th years
 - Early Spring
 - Refresh mulch
 - Summer
- Control weeds and maintain mulch bed
- 7th year
 - Late winter
 - Young tree train (See 7 Steps)
 - Early Spring
 - Refresh mulch
- 8th & 9th years
 - Early Spring
 - Refresh mulch
 - Summer
 - Control weeds and maintain mulch bed
- 10th year
 - Late winter
 - Young tree train (See 7 Steps)
 - Early Spring
 - Refresh mulch

Five-year Tree Maintenance for trees older than 10 years (5 sectors of village street trees)

- Five-year Tree Maintenance program for the life of the trees:
 - Remove dead and broken branches for trees Young Tree Training
 - Retro-prune for trees not having had Young Tree Training
- Five-year Tree Maintenance program for the life of the tree:
 - Remove dead and broken branches for trees following Young Tree Training
 - Retro-prune for trees not having had Young Tree Training

Appendix B. Management Standards and Resources

ANSI Z133 Safety Standards, ANSI A300, US Forest Service, ODNR, and ISA Standards.

DRAFT

Appendix D. Additional Information

1. The following identifies the footnotes for the **Mission Statement**:

Maximize the **Economic**¹, **Environmental**², and **Social**³ Benefits of a Sustainable Urban Forest for the Residents of Avon Lake, Ohio.

¹**Economic:** Trees provide a tremendous economic benefit to the community. Trees have been shown to:

- increase property value and resale value
- reduce crime and vandalism thereby reducing insurance rates
- improve test scores and life decisions among school age girls reducing the need for social services
- reduce energy consumption by reducing the need for air conditioning
- reduce storm water runoff thereby reducing the need for expanded sewer systems

Sources: USDA Forest Service, University of Illinois

²**Environmental:** Trees have been shown to improve the environment of the community by

- removing carbon from the air as well as preventing carbon from being burned by reducing the need for air conditioning. Less air conditioning - less electricity needed, less electricity - less coal burned and less CO₂ and air pollution
- filter out air pollution and particles
- improves water quality by intercepting and slowing rainfall and allowing it to seep into the ground to be filtered rather than flooding into the storm sewer carrying street grime and pollutants with it

Source: USDA Forest Service

³**Social:**

- reduces crime and vandalism thereby reducing insurance rates
- improves test scores and life decisions among school ages girls reducing the need for social services
- Reduces stress

Source: University of Illinois

2. The following identifies the footnotes for the **Goals**

1. Maintain the **health and vigor**⁴ of all trees in the Urban Forest.
2. Plant the **largest suitable tree**⁵ at maturity for the site selected.
3. Achieve a **fully stocked**⁶ Urban Forest.

⁴**Health and Vigor:**

- Healthy, vigorous trees live longer and require less maintenance; thereby maximizing benefits while minimizing cost.

Source: USDA Forest Service, University of Florida

⁵**Largest Tree:**

- Large trees live longer and provide greater economic benefits than small trees. Undersized trees fail to maximize the potential of the site. This failure is lost value for the community.

Sources: USDA Forest Service; Cost Model by Alan Siewert, ODNR Division of Forestry

⁶**Fully stocked:**

- Fully stocked means every available site has a tree growing in it. To maximize the benefits for the community all sites need to be stocked and functioning. Allowing a site to remain fallow or empty costs the community.

Note: When restoring an urban forest, mass planting to restock to 100% rapidly is not desirable as it will cause a "Baby Boom". Restocking requires time to develop an all-age, stable population.

Sources: USDA Forest Service Theoretical Urban Forest Model by Alan Siewert, ODNR Division of Forestry

A RESOLUTION ADOPTING THE AVON LAKE FOREST MANAGEMENT STRATEGIC PLAN.

WHEREAS, the Avon Lake Forest Management Strategic Plan (Plan) was recommended by the Ohio Department of Natural Resources (ODNR) and initiated by the Avon Lake Tree Commission to formulate sustainable management of the urban forest; and

WHEREAS, the purpose of the Plan is to promote the health and safety of all trees in the urban forest on public land; achieve a fully stocked, healthy, and resilient urban forest; and educate the residents of the importance of maintaining and improving the urban forest; and

WHEREAS, Avon Lake Tree Commission developed and reviewed the Plan and confirmed that the Plan is in alignment with the City's visions and the direction the City is pursuing.

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

Section No. 1: That the Avon Lake Urban Forest Strategic Plan is hereby adopted, a copy of which is attached hereto and incorporated herein.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 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 shall be in full force and effect at the earliest period allowed by law.

1st reading: 3/24/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

City of Avon Lake Tree Commission Strategic Plan

Adopted: _____

Vision

Avon Lake is a model forest city community with healthy, safe and appropriate community trees.

Mission Statement

Foster a community that is committed to the sustainable management of the urban forest.

Goals

1. Promote the health and safety of all trees in the urban forest on public lands.
2. Achieve a fully stocked, healthy, and resilient urban forest.
3. Educate Avon Lake's citizens on the importance of maintaining and improving the urban forest.

Objectives

1. Promote the health and safety of the existing urban tree population.
2. Support the management of all municipal trees.
3. Work with city staff to ensure annual Tree City USA recognition and Growth Award attainment.
4. Educate the community's residents, elected officials, employees and volunteers about the value and need for a sustainable urban forest.
5. Advise the City of Avon Lake and its residents regarding arboricultural and urban forestry best management practices.
6. Provide recommendations for tree planting on public lands and in new developments.

Annual Review

The Mission Statement, Goals, and Objectives shall be read and reviewed at the first Tree Commission meeting of each year. Changes or amendments shall be documented and reported to the Avon Lake City Council and Mayor for adoption.

Actions

- Action 1:** The Tree Commission shall collaborate with the Director of Public Works to support the Urban Forester to ensure high quality tree management and tree planting programs in Avon Lake by adopting ordinances, contract and bidding procedures, and other tree management procedures as defined by the Ohio Division of Forestry, American Public Works Association (APWA), International Society of Arboriculture (ISA), and American National Standards Institute (ANSI).
- Action 2:** The Tree Commission shall collaborate with the Urban Forester to update preferred tree species lists for public land considering planting sites, diversity, invasiveness, and adaptiveness to a changing climate.
- Action 3:** The Tree Commission shall disseminate news and information regarding the selection, planting, and maintenance of trees within Avon Lake.
- Action 4:** The Tree Commission shall operate a well-managed Tree Commission.
- Action 5:** The Tree Commission shall plan, publicize, and participate in public outreach educational events such as Arbor Day.
- Action 6:** The Tree Commission shall investigate topics regarding public trees brought to the Tree Commission's attention.
- Action 7:** The Tree Commission shall collaborate with the Director of Public Works to assist the Urban Forester, city administration and other stakeholders with the development of an Urban Forest Management Plan.

Implementation

- Action 1:** The Tree Commission shall provide support to the Urban Forester to ensure high quality tree management and tree planting programs in Avon Lake by updating ordinances, policies, contract and bidding procedures, municipal tree data, and other tree management procedures based on tree inventories.
- A. Review Avon Lake tree ordinances annually.
- Action 2:** The Public Works Director shall collaborate with the Urban Forester to update lists of trees for planting on public land considering planting sites, diversity, invasiveness, and adaptiveness to a changing climate.
- A. Assist in the updates of the Street Tree Master Planting Design.
 - B. Develop, maintain, and update the recommended tree lists for parks and other public properties.
 - C. Develop, maintain, and update a list of undesirable trees.
- Action 3:** The Tree Commission shall collaborate with the Public Works Director and the Urban Forester to disseminate news and information regarding the selection, planting, and maintenance of trees within Avon Lake.

- A. Publish tree-related news and information on the Avon Lake website (www.avonlake.org).
- B. Utilize print and news media to publicize events and important notices.
- C. Provide tree-related information at publicly accessible sites. (See Action 5)

Action 4: The Tree Commission shall operate a well-managed tree commission.

- A. Ensure that Tree Commissioners are well educated regarding the management and benefits of urban forests.
- B. Hold regular and special meetings at which the subject of trees insofar as it relates to the city is discussed by the Tree Commissioners.
- C. Support the Municipal Tree Ordinance (Chapter 1018) of the Codified Ordinances of the City of Avon Lake, Ohio
- D. Collaborate with the Urban Forester and staff on annual Tree City USA recognition and Tree City Growth Award applications.
- E. Develop and maintain a Tree Commissioner Notebook containing job descriptions for tree commissioners and officers, contact information, and other materials as needed.

Action 5: The Tree Commission shall collaborate with the Public Works Director and the Urban Forester to plan, publicize, and participate in tree related public outreach educational events.

- A. Host Annual Arbor Day and fall planting events.
- B. Develop an award to recognize city residents or businesses who contribute significantly to the improvement of Avon Lake's urban forest.
- C. Develop workshops and seminars including collaborations with the Avon Lake Environmental Affairs Advisory Board (EAAB) and Avon-on-the-Lake Garden Club.

Action 6: The Tree Commission shall investigate topics regarding public trees brought to the attention of the Tree Commission.

Action 7: The Tree Commission shall collaborate with the Public Works Director to assist the Urban Forester, city administration and other stakeholders with development of an Urban Forest Management Plan to provide a shared vision for Avon Lake's tree canopy to guide future annual work plans and budgets.

AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 1070.02, MUNICIPAL PARK RULES.

WHEREAS, the Public Service Committee and Avon Lake Tree Commission recommended amending a section of Codified Ordinance Chapter 1070; and

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

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

Section No. 1: That Codified Ordinance Section 1070.02 (f) is hereby amended as follows:

(f) *Natural resources and other park objects.*

(1) *Trees, shrubbery, lawns and other plant life.* Except in accordance with the direction of the **Public Works** Director or **Urban Forester**, no person shall cut, carve or injure the bark or break off the limbs or branches, or mutilate in any way or pick the flowers or seeds of any tree or plant existing in a park, nor dig in or otherwise disturb grass areas or in any other way injure or impair the natural beauty or usefulness of any area, nor remove any plant material from a park.

(2) *Wildlife.* Except pursuant to § [618.13](#), no person shall feed, molest, harm, frighten, kill, trap, hunt, chase, capture, shoot or throw any object or projectile which may harm any mammal, bird, reptile or amphibian. Fishing is permitted only in areas designated for that purpose by the Recreation Department and in accordance with state law and regulations.

(3) *Statuary, memorials and other objects.* Except in accordance with the direction of the Recreation Department, no person may remove, excavate, take, dig into or destroy any site, object, building, artifact, implement or location of historical, archaeological, geological, scientific or educational interest of every character located in, on, or under the surface of any park.

Residents of the city are eligible to participate in a program to celebrate or memorialize through Avon Lake Plant a Tree, Grow a Legacy Program. Monetary contributions collected by the Avon Lake Plant a Tree, Grow a Legacy Program shall be utilized by the Urban Forester or Public Works Director for uses outlined in the Master Street Tree Plan/Avon Lake Management Plan.

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 actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance shall be in full force and effect from and after the earliest period allowed by law.

1st reading: 3/24/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

AN ORDINANCE AWARDING A CONTRACT FOR THE CONSTRUCTION OF AVON LAKE PLAY SPACE (ALPS) PHASE 2 TO RJ PATTEN AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with the direction of Council, the Public Works Director and Landscape Architect Kimbly-Horn have prepared plans and specifications for the construction of Avon Lake Play Space (ALPS) Phase 2, which have been and are now on file in the Public Works Department; and

WHEREAS, further in accordance with the direction of Council, the Public Works Director has caused notice to be given, as provided by law, inviting bids for said construction; 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 RJ Patten of North Royalton, 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 RJ Patten of North Royalton, Ohio, (hereafter referred to as "Contractor") for the construction of Avon Lake Play Space (ALPS) Phase 2 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 amount of said contract is \$1,758,200.37.

Section No. 2: That the Contractor shall furnish its good and sufficient performance bond in the amount of \$1,758,200.37, to the satisfaction of the Mayor and approved as to form by the Law Director, conditioned to ensure faithful performance of the contract thereby awarded and the 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 Finance Director 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 Finance Director of the certificate of the Public Works Director that the construction has been completed to the full satisfaction of the Public Works Director and in accordance with the plans and specifications, the Finance Director 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 Director to be due 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 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 ensuring the timely ordering and installation of playground equipment in alignment with the construction season, thus for the health, safety, and welfare of the citizens of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

A RESOLUTION AUTHORIZING THE FINANCE DIRECTOR TO DISBURSE THE
JOBS GROWTH INCENTIVE PROGRAM AWARDS FOR TAX YEAR 2024 AND
DECLARING AN EMERGENCY.

WHEREAS, City Council enacted a Jobs Growth Incentive Program to promote the creation of jobs and the economic development of the City; and

WHEREAS, the Community Development Director has tabulated a list of award recipients based on the income tax revenues of these businesses in Avon Lake for the Tax Year 2024.

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

Section No. 1: That the Finance Director is hereby authorized to issue and disburse the Jobs Growth Incentive Program awards as determined by the Community Development Director. (Exhibit A)

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

Section No. 3: That this Resolution is hereby declared to be an emergency measure, the emergency being the necessity of allowing the Community Development Director to distribute the awards to further the economic growth of the City, thus for the public peace, health, and safety of the City. Therefore, this Resolution shall be in full force and effect from and 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

JOB GROWTH INCENTIVE FOR TAX YEAR 2024
LISTED BY AWARD AMOUNT

1 year of growth = 35% award2 consecutive years of growth = 45% award3 consecutive years of growth = 55% award4 consecutive years of growth = 65% award

Entity Name	Business Name	Street #	Street Name	City	ST	Increase in Payroll Tax	Award %	Award Amount
FORD MOTOR COMPANY	Ford Motor Company	1	AMERICAN RD	DEARBORN	MI	\$ 697,698.39	MAX	\$ 50,000.00
AVIENT CORPORATION	Avient Corporation	33587	WALKER RD	AVON LAKE	OH	\$ 108,883.34	35%	\$ 38,109.17
NATIONAL FLEET SERVICES OF OHIO	National Fleet Services of Ohio	607	MILLER RD	AVON LAKE	OH	\$ 22,990.87	65%	\$ 14,944.07
SHERWIN WILLIAMS COMPANY	Sherwin Williams	101	W PROSPECT AVE	CLEVELAND	OH	\$ 15,069.39	35%	\$ 5,274.29
MEXICHEM SPECIALTY RESINS INC	Mexichem		PO BOX 277	AVON LAKE	OH	\$ 13,928.29	35%	\$ 4,874.90
DISCOUNT DRUG MART. INC.	Discount Drug Mart	211	COMMERCE DR	MEDINA	OH	\$ 12,462.56	65%	\$ 8,100.66
ALUMALLOY METALCASTING CO INC	Alumalloy	33659	WALKER RD	AVON LAKE	OH	\$ 11,420.86	65%	\$ 7,423.56
BEARING TECHNOLOGIES LTD	Bearing Tech	1141	JAYCOX RD	AVON	OH	\$ 10,778.62	65%	\$ 7,006.10
AVON LAKE SHEET METAL CO INC	Avon Lake Sheet Metal		PO BOX 64	AVON LAKE	OH	\$ 9,510.18	35%	\$ 3,328.56
KOPF CONSTRUCTION CORPORATION	Kopf Construction	420	AVON BELDEN RD	AVON LAKE	OH	\$ 9,206.53	65%	\$ 5,984.24
LAN WAN SOLUTIONS, INC.	Integrated Network Concepts	32864	PIN OAK PKWY	AVON LAKE	OH	\$ 8,415.82	35%	\$ 2,945.54
FIFTH THIRD BANK NA	Fifth Third Bank	38	FOUNTAIN SQUARE PLZ	CINCINNATI	OH	\$ 7,680.25	35%	\$ 2,688.09
KEYBANK NATIONAL ASSOCIATION	Key Bank	4900	TIEDEMAN RD OH-01-4	BROOKLYN	OH	\$ 7,501.60	35%	\$ 2,625.56
VALENSIL TECHNOLOGIES LLC	ValenSil	34910	AVON COMMERCE PKWY	AVON	OH	\$ 6,710.49	35%	\$ 2,348.67
EDWARD EYRING SONS INC	Eyring Movers	638	MOORE RD	AVON LAKE	OH	\$ 5,325.46	45%	\$ 2,396.46

HINKLEY LIGHTING INC	Hinkley	33000	PIN OAK PKWY	AVON LAKE	OH	\$ 5,015.54	65%	\$ 3,260.10
ALLEN REFRIGERATION INC	Allen Refrigeration		PO BOX 293	AVON LAKE	OH	\$ 4,497.29	35%	\$ 1,574.05
WATTEREDGE LLC	Watteredge	567	MILLER RD	AVON LAKE	OH	\$ 4,447.13	55%	\$ 2,445.92
NORTHERN HAMMERWORKS LLC	Northern Hammerworks	531	MILLER RD	AVON LAKE	OH	\$ 4,159.74	35%	\$ 1,455.91
COFFEE LLC DBA EMILIES COFFEE HOUSE & WI	Emilie's Coffee House & Wine Bar	457	AVON BELDEN RD	AVON LAKE	OH	\$ 4,117.47	35%	\$ 1,441.11
WESTERN SCOTT FETZER CO INC	Western Enterprises	28800	CLEMENS RD	WESTLAKE	OH	\$ 3,363.64	35%	\$ 1,177.27
GORKSI CATERING LLC	Edacious	33451	LAKE RD	AVON LAKE	OH	\$ 3,192.08	35%	\$ 1,117.23
LUBRIZOL CORPORATION	Lubrizol	29400	LAKELAND BLVD	WICKLIFFE	OH	\$ 3,095.54	35%	\$ 1,083.44
OHIO CVS STORES LLC	CVS	1	CVS DR	WOONSOCKET	RI	\$ 2,499.89	35%	\$ 874.96
32421 WALKER RD INVESTME LTD	John Christ Winery	420	AVON BELDEN RD	AVON LAKE	OH	\$ 1,956.25	35%	\$ 684.69
WEEDEN WATERPROOFING INC	Weeden Waterproofing		PO BOX 324	AVON LAKE	OH	\$ 1,822.49	35%	\$ 637.87
CUTTING EDGE LAWN LANDSC	Cutting Edge Landscaping	649	MOORE RD	AVON LAKE	OH	\$ 1,793.72	35%	\$ 627.80
RYKON ACQUISITIONS LLC	Rykon	555	Miller Rd	AVON LAKE	OH	\$ 1,728.00	65%	\$ 1,123.20
TECHNIFAB INC	Technifab	38600	CHESTER RD	AVON	OH	\$ 1,714.97	35%	\$ 600.24
SWEETBRIAR MANAGEMENT	Sweetbriar Management	420	AVON BELDEN RD	AVON LAKE	OH	\$ 1,671.68	65%	\$ 1,086.59
CATANIA MEDALLIC SPECIALTY INC	Catania Medallic	668	MOORE RD	AVON LAKE	OH	\$ 1,567.51	55%	\$ 862.13
EDWARD D JONES CO L P	Edward Jones	12555	MANCHESTER RD	ST LOUIS	MO	\$ 1,494.00	35%	\$ 522.90
SPEVOCK'S NAUTICAL LANES, LLC	Nautical Lanes	1360	W 9TH ST	CLEVELAND	OH	\$ 1,492.89	45%	\$ 671.80
TECH CORP LLC	Tech Corp	33640	PIN OAK PKWY	AVON LAKE	OH	\$ 1,319.35	65%	\$ 857.58

DENTAL STUDIO OF AVON LAKE LLC	Dental Studio of Avon Lake	660	DOVER CENTER RD	BAY VILLAGE	OH	\$ 1,303.41	65%	\$ 847.22
IT ALL ADDS UP LLC	It All Adds Up	32730	WALKER RD	AVON LAKE	OH	\$ 1,278.64	45%	\$ 575.39
EMPIRE SYSTEMS INC	Empire Systems	33683	WALKER RD	AVON LAKE	OH	\$ 1,241.40	45%	\$ 558.63
THOMAS A PLAS DDS LLC	Thomas Plas DDS	33398	WALKER ROAD F	AVON LAKE	OH	\$ 1,174.34	65%	\$ 763.32
CONCRETE & MORE INC	Concrete & More	168	FAIRFIELD RD	AVON LAKE	OH	\$ 1,157.66	35%	\$ 405.18
892 INC	Fratello's	32085	ELECTRIC BLVD	AVON LAKE	OH	\$ 1,147.08	35%	\$ 401.48
SAM DAOUD DDS LLC	Sam Daoud DDS	215	MILLER RD	AVON LAKE	OH	\$ 1,084.93	35%	\$ 379.73
FIVE ALARM PIZZA INC	Salad KraZe	690	AVON BELDEN RD	AVON LAKE	OH	\$ 1,049.59	45%	\$ 472.32
COBOS INSURANCE CENTER LLC	Cobos Insurance	41436	GRISWOLD RD	ELYRIA	OH	\$ 936.12	35%	\$ 327.64
LANDINGS RESTAURANTS LTD	Old School Pizza & Wings	445	AVON BELDEN RD	AVON LAKE	OH	\$ 846.78	35%	\$ 296.37
JESS SHORE INC	The Goddard School	430	AVON BELDEN RD	AVON LAKE	OH	\$ 830.54	35%	\$ 290.69
ASTERIA LLC	Taki's Greek Kitchen	377	LEAR RD UNIT E	AVON LAKE	OH	\$ 823.32	35%	\$ 288.16
THE YARD WORKS INC	The Yard Works	690	MOORE RD	AVON LAKE	OH	\$ 778.25	35%	\$ 272.39
POSH CLEANERS INC	Ridge Cleaners	32805	PIN OAK PKWY	AVON LAKE	OH	\$ 765.29	55%	\$ 420.91
KICZEKS PROSTHETIC LAB INC	Kiczeks Prosthetic Lab	32420	WALKER RD	AVON LAKE	OH	\$ 716.49	35%	\$ 250.77
BURN BOOT CAMP	Burn Boot Camp	32814	WALKER RD	AVON LAKE	OH	\$ 695.30	65%	\$ 451.95
SUMMIT PRODUCTIONS LLC	Summit Productions	32339	LAKE RD	AVON LAKE	OH	\$ 637.50	35%	\$ 223.13
PPERLINE LLC HEATING AND AIR CONDITION	Copperline	186	LEAR RD	AVON LAKE	OH	\$ 626.12	35%	\$ 219.14
GREAT LAKES GYMNASTICS LLC	Great Lakes Gymnastics	33600	PIN OAK PKWY	AVON LAKE	OH	\$ 620.68	35%	\$ 217.24

G H BUSCH AND SON INC	Busch Funeral Home	4334	PEARL RD	CLEVELAND	OH	\$	584.76	35%	\$	204.67
RESOLVE HEARING INC	Miracle Ear	32818	WALKER RD	AVON LAKE	OH	\$	581.09	55%	\$	319.60
STATE FARM FIRE AND CASUALTY COMPANY	State Farm	1	STATE FARM PLZ	BLOOMINGTON	IL	\$	578.25	35%	\$	202.39
LILLIAN MARIE INC	Sisson's	716	AVON-BELDEN RD	AVON LAKE	OH	\$	571.58	45%	\$	257.21
CHIP WENTZ INSURANCE AGENCY IN	Chip Wentz State Farm	445	AVON BELDEN RD	AVON LAKE	OH	\$	551.12	45%	\$	248.00
CONSTRUCTION SUPPORT SOLUTIONS	Construction Support Solutions	525	AVON BELDEN RD SUITE 1	AVON LAKE	OH	\$	548.81	45%	\$	246.96
PARKERS GRILLE & TAVERN LLC	Parker's Grille & Tavern	32858	WALKER RD	AVON LAKE	OH	\$	547.80	55%	\$	301.29
SCIARAPPA CONSTRUCTION COMPANY	Sciarappa Construction	32961	PIN OAK PKWY	AVON LAKE	OH	\$	514.75	55%	\$	283.11
CUTTING DEPOT INC	Fine Bella	33382	WALKER RD	AVON LAKE	OH	\$	511.78	45%	\$	230.30
GOODMAN DISTRIBUTION INC	Goodman Distribution	19001	KERMIER RD	WALLER	TX	\$	486.59	65%	\$	316.28
PREMIER DENTAL INC	Premier Dental	424	AVON BELDEN RD	AVON LAKE	OH	\$	456.93	65%	\$	297.00
ERIE NAILS LLC	Erie Nails	33382	WALKER RD	AVON LAKE	OH	\$	373.31	65%	\$	242.65
CHINA KING ONE CHEN INC	China King		PO BOX 196	WICKLIFFE	OH	\$	372.00	35%	\$	130.20
KLOSTERMAN ASSOCIATES INC	Klosterman Associates	33467	LAKE RD	AVON LAKE	OH	\$	371.64	35%	\$	130.07
GOONIES DOG SHOP	Goonies Dog Shop	33473	LAKE RD	AVON LAKE	OH	\$	367.18	35%	\$	128.51
DOVER INSURANCE AGENCY LLC	Dover Insurance	4858	DOVER CENTER RD	NORTH OLMSTED	OH	\$	338.87	35%	\$	118.60
KLINGSHIRN WINERY INC	Klingshirn Winery	33050	WEBBER RD	AVON LAKE	OH	\$	328.85	45%	\$	147.98
MOTO UNLIMITED LLC	Moto Unlimited	33640	PIN OAK PKWY	AVON LAKE	OH	\$	325.70	65%	\$	211.71
RJ ROTZ ELECTRIC INC	Rotz Electric	296	MOORE RD	AVON LAKE	OH	\$	280.97	35%	\$	98.34

CHINA STAR OF JIN INC	China Star of Jin	114	MOORE RD	AVON LAKE	OH	\$ 275.25	35%	\$ 96.34
JENNIE MAY INC.	Third Base Bar & Grill	118	MOORE RD	AVON LAKE	OH	\$ 274.33	65%	\$ 178.31
DISABILITY EXAM CONSULTANTS LL	Disability Exam Consultants	525	AVON BELDEN RD	AVON LAKE	OH	\$ 269.84	55%	\$ 148.41
MCCLAIN PAINTING LLC	McClain Painting	522	ROCKWOOD CT	AVON LAKE	OH	\$ 253.57	35%	\$ 88.75
NEWCASTLE ROOFING & REMODELING INC	Newcastle Roofing	759	AVON BELDEN RD	AVON LAKE	OH	\$ 250.26	45%	\$ 112.62
TOTAL INSURANCE AGENCY GROUP	Total Insurance	445	AVON BELDEN RD	AVON LAKE	OH	\$ 226.43	35%	\$ 79.25
QBM OHIO INC	QBM Ohio		PO BOX 133	PROVIDENCE	RI	\$ 226.20	35%	\$ 79.17
POPOWSKI PAINT & PAPER INC	Popowski Paint & Paper	874	PASADENA AVE	AVON LAKE	OH	\$ 225.70	65%	\$ 146.71
LTOWNPI LLC	Marco's	32730	WALKER RD BLDG F-1	AVON LAKE	OH	\$ 224.10	55%	\$ 123.26
ON GENERATORS DBA POWER ON GENERATOR	Power On Generators	33479	LAKE RD	AVON LAKE	OH	\$ 222.28	65%	\$ 144.48
AVON LAKE STORE LLC	Buffalo Wild Wings	32818	WALKER RD	AVON LAKE	OH	\$ 221.87	35%	\$ 77.65
Strawberry Sunset Supply	Strawberry Sunset Supply	445	AVON BELDEN RD	AVON LAKE	OH	\$ 197.08	35%	\$ 68.98
ROCKWOOD LIVING LLC	Rockwood Living	32745	WALKER RD	AVON LAKE	OH	\$ 192.95	35%	\$ 67.53
JOHN S PYKE III DDS INC	John Pyke Dental	311	REGATTA DR	AVON LAKE	OH	\$ 170.77	35%	\$ 59.77
AVON LAKE BACK NECK INC	Avon Lake Back & Neck	32730	WALKER RD	AVON LAKE	OH	\$ 162.00	45%	\$ 72.90
SHOREHAM DEVELOPMENT COMPANY	Shoreham Development	32745	WALKER RD	AVON LAKE	OH	\$ 161.88	35%	\$ 56.66
IBIZA AVON LAKE LLC	Ibiza	33481	LAKE RD	AVON LAKE	OH	\$ 152.07	35%	\$ 53.22
WE SCORE ENTERPRISES, INC.	We Score Enterprises	33720	WALKER RD	AVON LAKE	OH	\$ 141.90	35%	\$ 49.67
RAPID PROTOTYPE AND MANUFACTURING, LLC	RP&M	33490	PIN OAK PKWY	AVON LAKE	OH	\$ 132.26	35%	\$ 46.29

EILEEN REIGERT	Eileen Reigert State Farm	702	AVON BELDEN RD	AVON LAKE	OH	\$ 128.01	45%	\$ 57.60
TOTH FLOOR COVERINGS INC	Floor Coverings International	32315	REDWOOD BLVD	AVON LAKE	OH	\$ 119.36	65%	\$ 77.58
KRISTINS SCHOOL OF DANCE INC	Miss Kristin's School of Dance	32925	PIN OAK PKWY	AVON LAKE	OH	\$ 102.00	65%	\$ 66.30
POSH A SALON INC	Element LABS	33467	LAKE RD	AVON LAKE	OH	\$ 90.00	45%	\$ 40.50
WYATT-DEMARCO MASSAGE THERAPY	Wyatt-DeMarco Massage and Wellness	1377	EAST AVE	ELYRIA	OH	\$ 88.64	65%	\$ 57.62
ZAK PAK INC	Zak Pak	33475	LAKE RD	AVON LAKE	OH	\$ 86.64	35%	\$ 30.32
GLENN J KUEMERLE DDS INC	Glenn Kuemerle DDC	33398	WALKER RD	AVON LAKE	OH	\$ 82.14	65%	\$ 53.39
MSK TOOL & DIE INC	MSK Tool & Die	685	MOORE RD	AVON LAKE	OH	\$ 81.69	35%	\$ 28.59
PANCHO AND PETEY INC	Johnny's Boathouse	33424	LAKE RD	AVON LAKE	OH	\$ 72.16	55%	\$ 39.69
NORTHERN OHIO CHRIOPRACTIC LLC	Northern Ohio Chiropractic	515	MOORE RD	AVON LAKE	OH	\$ 72.00	35%	\$ 25.20

TOTAL

\$ 194,157.97

A RESOLUTION IN SUPPORT OF HOUSE BILL 3, SCHOOL BUS SAFETY ACT.

WHEREAS, the safety and well-being of Ohio's students are of the utmost importance, and ensuring the security of school transportation is a critical component of a safe learning environment; and

WHEREAS, House Bill 3 introduced in the 136th General Assembly by Representatives Willis and Thomas includes provisions to enhance school bus safety, protecting students as they travel to and from school; and

WHEREAS, House Bill 3 aims to implement and expand key school bus safety features, including but not limited to:

- Enhanced stop-arm enforcement mechanisms, ensuring that vehicles obey traffic laws when school buses are loading and unloading students;
- Upgraded camera surveillance systems to monitor driver compliance and enhance security for students onboard;
- Additional lighting and visibility measures, such as extended stop signs, high-intensity LED warning lights, and reflective markings to improve bus visibility in all weather conditions;
- Stronger penalties for violations, deterring reckless driving near school buses and increasing accountability for motorists who put student lives at risk;
- Safety training programs for bus drivers and students, promoting awareness and preparedness in case of emergencies; and

WHEREAS, these provisions align with national best practices for school transportation safety and will significantly reduce the risk of accidents, injuries, and fatalities involving school buses; and

WHEREAS, investing in school bus safety measures ensures that Ohio remains proactive in protecting students, giving parents peace of mind, and reinforcing responsible driving behavior in school zones and residential areas.

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

Section No. 1: That Council strongly supports House Bill 3 and urges its swift passage to enhance student safety and strengthen school transportation policies across Ohio.

Section No. 2: That the Clerk of Council is directed to forward copies of this resolution be transmitted to Governor Mike DeWine, the Speaker of the Ohio House of Representatives, the President of the Ohio Senate, and the sponsors of House Bill 3, as

a formal statement of our commitment to student safety and improved school bus security measures.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 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 shall be in full force and effect at the earliest period allowed by law.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AMENDING THE EMERGENCY TRANSPORT SERVICE FEES IN
CODIFIED ORDINANCE SECTION 208.01 AND DECLARING AN EMERGENCY.

WHEREAS, the Fire Chief and the Public Safety and Health Committee recommended amending the Emergency Transport Service fees in Codified Ordinance Section 208.01; and

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

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

Section No. 1: That Codified Ordinance Section 208.01(2) is hereby amended as follows:

E. Emergency Ambulance Transport Service	
1. Basic life support (BLS)	\$500 \$900 per patient
2. Advanced life support (Level 1)	\$600 \$1,100 per patient
3. Advanced life support (Level 2)	\$700 \$1,200 per patient
4. Loaded patient transport mileage	\$11 \$18 per mile from pick-up point to hospital
5. EMS response without transport	No charge
6. Emergency access gate permit	\$25

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of collecting transport fees to offset the costs incurred that are not reimbursed through insurance, thus for the health, safety, and welfare of the citizens of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH TRANSYSTEMS CORPORATION FOR A TRAFFIC STUDY 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 TranSystems Corporation of Columbus, Ohio, for an area traffic study along Lear Road, Walker Road, and Krebs Road.

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 TranSystems Corporation of Columbus, Ohio, for an area traffic study along Lear Road, Walker Road, and Krebs Road. The agreement shall state among its terms that the cost of said personal services shall not exceed \$195,350. Upon completion of said installation to the satisfaction of the Finance Director, she is hereby directed to deliver to TranSystems Corporation of Columbus, Ohio, 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 adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of conducting a traffic study in the southeast quadrant of the City to assess the impact of future development, 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.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor



TranSystems

400 W. Nationwide Boulevard
Suite 225
Columbus, Ohio 43215
Tel (614) 433-7800
www.transystems.com

April 3, 2025

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

**Re: Lear Road, Walker Road and Krebs Road Traffic Study
Fee Proposal**

Mayor Spaetzel:

TranSystems Corporation of Ohio (TranSystems) is pleased to submit this proposal to provide professional engineering services to prepare a traffic study for the area bounded by Lear, Walker and Krebs Roads in the City of Avon Lake, Ohio.

Included in this proposal is our revised scope of work based on feedback provided by the City during our March 28th conference call. We have also prepared fees for the Basic Services and several If Authorized tasks per the City's request. This fee proposal submittal includes related information from our subconsultant, Smart Services, Inc.

Lastly, we would be happy to provide the City with our standard contract unless the City already has a preferred contracting document for this project, in which case I kindly request a copy of that document to be provided at your earliest convenience for review by our legal department.

On behalf of TranSystems, we sincerely appreciate the opportunity to work with you on this project. Please let me know if you have any questions or need any further information.

Sincerely,

TranSystems Corporation of Ohio

A handwritten signature in blue ink, appearing to read "Aaron Grilliot".

Aaron Grilliot, PE, PTOE
Vice President/Project Manager

TranSystems Corporation of Ohio

Scope of Work

Lear Road, Walker Road and Krebs Road Traffic Study

City of Avon Lake, Ohio

Revised April 3, 2025

Project Overview

The purpose of this project is for the consultant team to prepare an area traffic study on behalf of the City of Avon Lake along Lear Road, Walker Road and Krebs Road. The study will not extend east into Bay Village. Brennans Court along Walker Road and Hunt Club Way along Krebs Road will be the eastern termini for the study. Lear Road will be studied from Krebs Road to Walker Road. The at-grade railroad crossing on Lear Road south of Krebs Road is not included in the study.

The need for this study and its associated traffic engineering services is being triggered by additional residential development in the immediate area, which will generate added traffic and result in changes to travel patterns as a result of planned new roadway network connections. The study will include traffic data collection, trip generation, traffic reassignments for multiple access scenarios, intersection capacity analyses, related technical evaluations and a written summary of findings. The consultant team will meet with the City/stakeholders periodically throughout the duration of the study to present progress and findings. Final recommendations regarding which roads to barricade if any will be determined by the City (i.e., Liberty Rose Drive and/or Handford Boulevard). Other recommendations related to turn lanes and intersection traffic control will be made by the consultant team.

TranSystems Corporation of Ohio is the prime consultant. Subconsultant Smart Services, Inc. will be performing traffic data collection, including the related activities under *Basic Services* and *If Authorized Tasks* as defined below and in Smart Services' attached fee proposal, and outlined in TranSystems' associated combined fee proposal table for both consultant firms. This scope of work and its associated fees have been based on the assumption of a four-month project schedule from written authorization to proceed. The attached fee table assumes a lump sum fee structure.

Basic Services \$134,550

Traffic Data Collection (17 Intersections) \$20,650

Turning movement traffic counts will be performed via video recording at seventeen (17) intersections within the study area. TranSystems will coordinate with Smart Services regarding scheduling, exchange of data files and review of traffic counts. TranSystems will assess the data to determine the AM and PM peak hours and organize the data to use this information in subsequent activities associated with the performance of the traffic study.

The intersections are as follows:

1. Walker Road & Lear Road

2. Walker Road & Portside Drive
3. Walker Road & South Port Drive
4. Walker Road & Treeside Lane
5. Walker Road & Parkside Drive
6. Walker Road & Brennans Court
7. Krebs Road & Lear Road
8. Krebs Road & Lakeside Drive West
9. Krebs Road & Lakeside Drive East
10. Krebs Road & Del Lane
11. Krebs Road & Hunt Club Way
12. Lear Road & Country Club Drive
13. Lear Road & Deerfield Drive
14. Lear Road & Dorchester Drive
15. Walker Road & Bridgeside Drive/Long Pointe Drive*
16. Lear Road & Liberty Rose Drive*
17. Lear Road & Handford Boulevard/Teasel Court*

Locations 1-14 from the list of intersections above will be counted for a four-hour period around the morning peak period and a four-hour period around the afternoon peak period (8 hours total). Data collection will occur on a single typical weekday, generally on a Tuesday, Wednesday or Thursday, before school lets out for the summer break, subject to the timing of written authorization to proceed with this task. Note that recent data gathered by the Avon Lake Police Department on Northbound Lear Road shows very little variation in daily traffic volumes throughout the week, i.e., traffic levels are extremely consistent from one day to the next over a 24-hour period.

Data collection will be limited to vehicular traffic (e.g., pedestrians will not be counted). Locations 15-17 (*) will be counted for a 12-hour period, likely 7:00 AM – 7:00 PM. The purpose for the longer duration count is to obtain additional data to allow for the evaluation of traffic signal warrants at these three unsignalized locations where more than eight hours of data are needed to inform the evaluation process.

Trip Generation \$8,400

With the ongoing construction of new residential housing, along with the prospect for future residential development in the northeast quadrant of the Lear/Krebs intersection, trip generation will be performed to estimate the future number of additional trips to be added to the roadway network to represent a full buildout condition of the immediate area. Trips will be adjusted accordingly to account for subdivision activity where some lots are occupied whereas others are still vacant or actively under construction. This task is intended to account for the potential traffic activity generated by the buildout of the subdivisions connecting directly or indirectly to Lear Road, Walker Road and Krebs Road west of Lear Road within the Avon Lake city limits.

- The City will provide preliminary site development or other plans, as relevant, to facilitate the consultant team's ability to forecast trips for undeveloped areas/lots in this immediate area. Specifically, the City will direct the consultant to the appropriate site development plan/assumptions to use in the estimation of new trips associated with the construction of

new homes at the northeast corner of the Lear/Krebs intersection. No other new development plans are known at this time.

Traffic Reassignment/Capacity Analyses (4 Scenarios, 17 intersections) \$54,800

Current year (2025) intersection capacity analyses will be performed for the weekday AM and PM peak hours. The intersection turning movement traffic counts and trip generation projections will be combined for capacity analysis purposes to create a set of baseline traffic volumes representative of land buildout in this immediate area. Synchro software will be used to evaluate capacity and operations/delay at each of the 17 identified intersections. Turn lane warrants and turn lane storage needs will also be evaluated in accordance with Ohio Department of Transportation (ODOT) design manuals. The need for additional turn lanes to be added or for existing turn lanes to be lengthened will be documented. It is understood that along Lear Road, the need for constructing left turn lanes should specifically be evaluated from Country Club Drive to Liberty Rose Drive, which includes looking at five intersections along this segment. The intention is to evaluate whether left turn lanes are warranted at these locations, based on ODOT criteria; the aim is not to widen Lear Road to provide a continuous center turn lane the entire length from Krebs Road to Walker Road.

Multiple traffic analysis scenarios will be studied, related to whether Liberty Rose Drive and Handford Boulevard are open or closed to through traffic. Note that in all four scenarios below, it is assumed that the intersection of Liberty Rose Drive and Port Side Drive will have left turn restrictions in place as proposed on the December 2021 Port Side Subdivision Improvement Plans. It is worth noting here that these restrictions are proposed in the form of paint on the pavement and not with a raised concrete median due to concerns over emergency vehicle tracking. Therefore, while our traffic routing assumptions will comply with the turn restrictions, vehicles will not be physically prohibited from making this movement. Therefore, compliance will be a law enforcement matter.

For each scenario below, reassignment of traffic volumes/travel patterns will be necessary due to changes in the roadway connectivity on Liberty Rose Drive and Handford Boulevard. This will be performed manually by the consultant team using engineering judgment.

- Scenario with both Liberty Rose Drive and Handford Boulevard open
- Scenario with both Liberty Rose Drive and Handford Boulevard closed
- Scenario with Liberty Rose Drive open and Handford Boulevard closed
- Scenario with Liberty Rose Drive closed and Handford Boulevard open
- See the “if authorized tasks” section below, which discusses a scenario where the left turn restrictions at Liberty Rose/Port Side are removed.
- City to provide signal timing information for existing signalized intersections.

Signal Warrant Analysis (3 Locations, up to 2 Scenarios each) \$7,700

Signal warrant analyses will be performed in accordance with industry guidance for purposes of determining the likelihood of the Liberty Rose Drive and/or Handford Boulevard/Teasel Court intersections with Lear Road satisfying the criteria for signalization as well as the Walker Road & Bridgeside Drive/Long Pointe Drive intersection. This represents three locations for examination. Applicable traffic volume-based warrants from the Ohio Manual of Uniform Traffic Control Devices (OMUTCD) will be considered as part of this analysis. Up to two scenarios for each of the three

locations will be examined for signal warranting purposes. Note that the warrant analyses for the Liberty Rose Drive and Handford Boulevard/Teasel Court intersections at Lear Road will only be evaluated for the scenarios where those streets are open to through traffic, as any scenario where the street connection is blocked would not warrant a traffic signal.

Since the traffic assignments for the capacity analyses described previously are only for the AM and PM peak hours, and the signal warrant analyses will be based on 12-hour data, TranSystems will need to develop hourly traffic profiles for the additional 10 hours for each scenario. Profile development requires further extrapolation of Trip Generation data (as discussed previously) beyond the peak periods to support the development of this foundational data to use as inputs to the warrant analyses. The outcome of the analyses will be to determine the likelihood of a traffic signal being warranted or justified according to the criteria for each scenario or location evaluated.

Additional Considerations \$4,600

In addition to the technical analyses described above, the study will qualitatively assess other considerations, as applicable, such as emergency/safety services access and response, school bus routing and input provided by the City/stakeholders during the early stages of project development. The study will not evaluate the need for or effectiveness of traffic calming within the residential subdivision areas. Additionally, reported crashes will not be examined as part of this study; however, the Avon Lake Police Department has the ability to provide a separate summary of reported crashes outside the scope of this traffic study, should that information be of interest.

Summary of Findings and Report Preparation \$18,500

A written report summarizing the traffic study methodology, findings and recommendations will be prepared and submitted to the City in electronic (pdf) format. The report will include copies of the traffic data from the count locations, traffic plates showing the volumes for each scenario, software printouts from Synchro and related tables and/or figures to support the report narrative.

Meetings, Coordination and Project Administration (4 month duration) \$19,900

Attendance at three (3) in-person project meetings and as-needed coordination (one virtual call per month, up to four total assumed) between the consultant and the City will occur over the course of the assumed four-month duration of the project. The following assumptions have been made regarding meeting attendance and participation.

- Up to two consultant attendees at each meeting
- Fees include associated costs for travel in addition to meeting attendance
- Meetings assumed to be held in person at Avon Lake City Hall
- Meeting #1 (March 18, 2025) – Initial town hall-type meeting with the public to confirm and inform scope of the traffic study
 - Objectives will be to discuss the proposed scope, timing of the study and what we expect the data and associated analyses to show.
- Meeting #2 (date TBD) – Progress meeting with the City following the completion of traffic data collection in Spring of 2025 and preliminary traffic capacity analyses.
- Meeting #3 (date TBD) – Presentation of final study's findings (to City/City Council)

If Authorized Tasks \$67,800

Supplemental Traffic Data Collection/Analysis

Various supplemental traffic data collection and analysis tasks are outlined below, which may be authorized jointly or individually, or not at all. In total, seven separate tasks have been defined as additional services that can be performed by the consultant team at the direction of the City. Note that where additional traffic counts are defined, the task will only include data collection and a summary of the data for reference to the Basic Services counts. It does not include the performance of Synchro capacity analyses or other technical recommendations at these locations, unless otherwise explicitly stated. Authorization of supplemental services may require additional time in the schedule.

1) *Signal Warrant Analysis/Expansion to 12-hour Traffic Counts (Additional Locations) \$19,200 total or \$1,600 each up to 12 locations*

This task allows for the processing of additional hours of traffic data at up to 12 (twelve) locations where only 8 hours of traffic data will initially be provided under the Basic Services (4 hours in the AM, 4 hours in the PM). The processing will include an additional 4 hours in order to have a full 12-hour period of consecutive traffic data to allow for additional signal warrant analyses, should such an evaluation be desired during project development. This task also allows for the subsequent analysis of the count data at additional unsignalized intersections to determine whether the warranting of a traffic signal is justified. Assumes one scenario. Authorization will be on a per each location basis.

2) *Additional Weekday Traffic Counts \$10,700*

Counts will be performed on two additional weekdays at all 17 intersections as defined under Basic Services. If this option is preferred, we ask that authorization be provided before mobilizing to conduct the single weekday counts as the associated fee for this task does not include travel, setup and mobilization time for a separate round of travel to the site.

3) *Saturday Traffic Count \$15,425*

Counts will be performed on a single Saturday at all 17 intersections as defined under Basic Services.

4) *Bicycle/Pedestrian Counts at Lear Road/Handford Boulevard/Teasel Court \$1,050*

Bicycle and pedestrian counts will be processed for the intersection of Lear/Handford/Teasel. If this option is preferred, we ask that authorization be provided before mobilizing to conduct the weekday counts as the associated fee for this task does not include travel, setup and mobilization time for a separate round of travel to the site.

5) *Cul-de-Sac Traffic Counts/Analysis (Up to 3 Locations) \$10,525 total or \$4,625 for the first intersection and \$2950 for each additional intersection*

At up to three intersections, eight hours of turning movement counts will be collected on a single weekday (4 hours in the AM and 4 hours in the PM). The three locations are identified below. The pricing is such that either one, two or three intersections can be authorized to be counted, but time for only one round trip to the field is included so at the time of authorization for these additional counts, the City must determine whether to count at one, two or all three locations. One scenario of capacity analyses will be performed (assuming the major street is open to through traffic), using Synchro or Highway Capacity Software (HCS) to evaluate peak hour vehicular delays for vehicles to turn out of the cul-de-sac streets onto either Handford Boulevard or Liberty Rose.

- Handford Blvd & Jaeger Ct
- Handford Blvd & Brust Dr/Schiller Ct
- Liberty Rose Dr & Monticello Dr

6) Safety Analysis \$3,900

Perform safety analysis of the Lear/Handford/Teasel intersection. Analysis will look at the past three years of crash data and make recommendations, as/if needed, to address multimodal considerations at the intersection. The City has previously completed a 2015 Active Transportation Plan and a 2023 Citywide Multimodal Study, both of which have included active transportation recommendations along Lear Road.

7) Supplemental Traffic Analysis (up to 2 scenarios) \$7,000 total or \$3,500 each

The AM/PM peak period Synchro analyses will be updated for the intersection of Lear/Liberty Rose in this task. The supplemental analysis accounts for the reassignment of traffic volumes due to changes in the roadway connectivity at Liberty Rose Drive and Port Side Drive. Specifically, since the Basic Services scenarios all assume left turns are restricted at the Liberty Rose/Port Side intersection, this option would evaluate how traffic patterns are altered on Liberty Rose Drive if left turns are not restricted at its intersection with Port Side Drive. Authorization will be on a per each scenario basis.

1. Scenario with both Liberty Rose Drive and Handford Boulevard open
2. Scenario with Liberty Rose Drive open and Handford Boulevard closed

Fee Proposal

TranSystems Corporation of Ohio

Lear Road, Walker Road and Krebs Road Traffic Study

City of Avon Lake, Ohio

April 2, 2025

Task Name	Lump Sum Fee		
	TranSystems	Smart Services	Total
Basic Services			
Traffic Data Collection (17 intersections)	\$ 5,400	\$ 15,250	\$ 20,650
Trip Generation	\$ 8,400		\$ 8,400
Traffic Reassignment/Capacity Analyses (4 Scenarios, 17 intersections)	\$ 54,800		\$ 54,800
Signal Warrant Analysis (3 Locations/2 Scenarios)	\$ 7,700		\$ 7,700
Additional Considerations	\$ 4,600		\$ 4,600
Summary of Findings and Report Preparation	\$ 18,500		\$ 18,500
Meetings, Coordination and Project Administration (4 month duration)	\$ 19,900		\$ 19,900
Subtotal - Basic Services	\$ 119,300	\$ 15,250	\$ 134,550
If Authorized Services			
1. Signal Warrant Analysis/Expansion to 12-hour Traffic Counts (Add'l Locations)	\$ 16,500	\$ 2,700	\$ 19,200
2. Additional Weekday Traffic Counts	\$ 2,700	\$ 8,000	\$ 10,700
3. Saturday Traffic Count	\$ 2,300	\$ 13,125	\$ 15,425
4. Bicycle/Pedestrian Counts at Lear Road/Handford Boulevard/Teasel Court	\$ 800	\$ 250	\$ 1,050
5. Cul-de-Sac Traffic Counts/Analysis (Up to 3 Locations)*	\$ 5,850	\$ 4,675	\$ 10,525
6. Safety Analysis	\$ 3,900		\$ 3,900
7. Supplemental Traffic Analysis (up to two scenarios)	\$ 7,000		\$ 7,000
*See If Authorized scope of work for fee breakdown by intersection			
Subtotal - If Authorized Services	\$ 39,050	\$ 28,750	\$ 67,800
Grand Total	\$ 158,350	\$ 44,000	\$ 202,350



April 2, 2025

Ms. Susan N. Paterson, PE
TranSystems Corporation
1100 Superior Avenue East, Suite 1000
Cleveland, OH 44114

Re: Proposal – City of Avon Lake Traffic Counts
City of Avon Lake, Lorain County, Ohio

Dear Susan:

Smart Services, Inc. is pleased to present this proposal to provide data collection services for the project referenced above. This proposal describes our understanding of the project, outlines our approach and presents our fee for the services.

PROJECT UNDERSTANDING/SCOPE OF SERVICES

Eight Hour Turning Movement Counts (14 Standard Intersections)

Eight Hour turning movement counts are needed on a typical weekday (Tuesday, Wednesday, or Thursday) at fourteen (14) intersections. The eight hours will include 4 hours in the AM and 4 hours in the PM peaks. **Classification of vehicles (Cars and Trucks) will be performed but pedestrians will not be counted.** We will attempt to collect 24 hours of video. The video will not be reset if successful video is only captured for the scoped processing hours. Because of the number of locations, the data will not be able to be collected on the same day. The fourteen intersections are:

- Walker Rd & Lear Rd
- Walker Rd & Portside Dr (New Connection)
- Walker Rd & S Port Dr
- Walker Rd & Treeside Ln
- Walker Rd & Parkside Dr
- Walker Rd & Brennans Ct
- Krebs Rd & Hunt Club
- Krebs Rd & Lakeside Dr West
- Krebs Rd & Lakeside Dr East
- Krebs Rd & Del Lane
- Krebs Rd & Lear Rd
- Lear Rd & Country Club Dr
- Lear Rd & Deerfield Dr
- Lear Rd & Dorchester Dr

It is assumed that no permits or authorizations are required in order for us to perform traffic counts within the road right-of-way. If permits or specialized requirements are mandated, our proposal will need to be revised.

A PDF file of the count report that is formatted from the count software will be the deliverable. No manipulation of the data or analysis will be performed. It could take one to two weeks after the data is collected for the data to be available.

Twelve-Hour Turning Movement Counts (3 Standard Intersection)

Twelve-Hour (7 AM – 7 PM) turning movement counts are needed on a typical weekday (Tuesday, Wednesday, or Thursday) at three (3) intersections. **Classification of vehicles (Cars and Trucks) will be performed but pedestrians will not be counted.** We will attempt to collect 24 hours of video. The video will not be reset if successful video is only captured for the scoped processing hours. The two intersections are:

- Walker Rd & Bridgeside Dr/Long Pointe Dr
- Lear Rd & Handford Blvd./Teasel Ct
- Lear Rd & Liberty Rose Dr

It is assumed that no permits or authorizations are required in order for us to perform traffic counts within the road right-of-way. If permits or specialized requirements are mandated, our proposal will need to be revised.

A PDF file of the count report that is formatted from the count software will be the deliverable. No manipulation of the data or analysis will be performed. It could take one to two weeks after the data is collected for the data to be available.

Expansion to 12 Hour Turning Movement Counts (If Authorized)

At up to twelve (12) standard intersections, it may be necessary to obtain four additional hours of data for signal warrant analyses. **Classification of vehicles (Cars and Trucks) will be performed but pedestrians will not be counted.**

Extend base scope intersections for same data on two additional weekdays (If Authorized)

For the 17 base intersection, video will be recorded and processed for two additional weekdays with the same parameters as the single day count. **The fee assumes that this will be known by the time the base scope is authorized.**

Extend base scope intersections for same data on a Saturday (If Authorized)

For the 17 base intersections, video will be recorded and processed for a Saturday with the same parameters as the single day count.

Count Pedestrians, Bikes in Crosswalk, & Bikes on Road (If Authorized)

At Lear Rd & Handford Blvd./Teasel Ct, process for pedestrians in crosswalk, bicycles in crosswalk, and bicycles on road in addition to the base requirements. **The fee provided assumes that this will be known at the time of base scope processing.**

Additional Eight Hour Turning Movement Counts (If Authorized)

At up to three intersections, eight hour turning movement counts are needed on a typical weekday (Tuesday, Wednesday, or Thursday). The eight hours will include 4 hours in the AM and 4 hours in the PM peaks. **Classification of vehicles (Cars and Trucks) will be performed but pedestrians will not be**

counted. We will attempt to collect 24 hours of video. The video will not be reset if successful video is only captured for the scoped processing hours. Because of the number of locations, the data will not be able to be collected on the same day. The three potential intersections are:

- Handford Blvd & Jaeger Ct
- Handford Blvd & Brust Dr/Schiller Ct
- Liberty Rose Dr & Monticello Dr

FEE

The fee for the base scope of services described above will be a lump sum of \$15,250. The fee for the “if authorized” scopes are as follows:

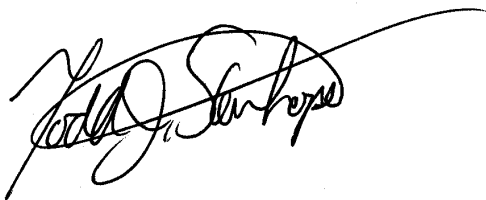
- Expansion to 12 Hour Turning Movement Counts - \$2,700 (\$225 per location)
- Extend base scope intersections for same data on two added weekdays - \$8,000
- Extend base scope intersections for same data on a Saturday - \$13,125
- Count Pedestrians, Bikes in Crosswalk, & Bikes on Road (1 loc) - \$250
- Additional Eight Hour Turning Movement Count (First Intersection) - \$2,675
- Additional Eight Hour Turning Movement Count (Second Intersection) - \$1000
- Additional Eight Hour Turning Movement Count (Third Intersection) - \$1000

You will be invoiced monthly based on the progress of the work. Weather, vandalism, equipment failures and other factors beyond our control impact our ability to meet a schedule.

We look forward to working with you on this project. If you have any questions, please let us know.

Sincerely,

SMART SERVICES, INC.

A handwritten signature in black ink, appearing to read "Todd J. Stanhope", with a long, sweeping horizontal line extending from the end of the signature.

Todd J. Stanhope, PE, PTOE
Director of Traffic Engineering

Submitted: One electronic copy (PDF format) via e-mail

AN ORDINANCE AUTHORIZING THE PURCHASE OF A SNOWPLOW AND ICE PACKAGE FOR THE PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, the Public Works Director and the Public Service Committee have recommended that the City acquire a new snowplow, ice package, and related equipment for use within the City; and

WHEREAS, the Public Works Director and the Public Service Committee have determined that a contract between the League of Oregon Cities and Henderson Products, Inc., of Bucyrus, Ohio (“Henderson Products”), and made available to members of National Purchasing Partners, LLC (“NPPGov”), represents the best option for the City to purchase the vehicle and equipment it requires; and

WHEREAS, the City is a member of NPPGov, which enables the City to purchase equipment and materials under the same terms and conditions but at lower costs than it could acquire through its own competitive bidding process; and

WHEREAS, the City has reviewed the vendor contract and related material between the League of Oregon Cities and Henderson Products and is satisfied that said contract was as a result of a competitive bidding process that satisfies all necessary requirements of the City and the State of Ohio; and

WHEREAS, by entering into a contract with Henderson Products, made available to the City through its membership in NPPGov, the City is able to purchase a snowplow, ice package, and related equipment under the same terms and conditions but at a lower cost than what it could acquire through its own selection process.

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

Section No. 1: That the Public Works Director is authorized to purchase the snowplow, ice package, and related equipment from Henderson Products, Inc., in the amount of \$126,588 under substantially the same terms and conditions set forth in Exhibit A.

Section No. 2: That the Public Works Director is directed to execute the Intergovernmental Cooperative Purchasing Agreement, attached as Exhibit B, as reasonably necessary to effectuate the purchase authorized by this Ordinance.

Section No. 3: That upon delivery to this City of a snowplow, ice package, and related equipment with the proper specifications to the full satisfaction of the Public Works Director and Finance Director, the Finance Director is hereby directed to deliver

to Henderson Products, Inc., of Bucyrus, Ohio, the warrant of this City in the amount of \$126,588 and to cause said warrant to be paid.

Section No. 4: 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 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, the emergency being the necessity to provide the Public Works Department with equipment in order that they may promptly and efficiently perform their duties, and to take advantage of the pricing available to the City through its membership in NPPGov, thus ensuring the health, safety, and welfare of the citizens of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

LEAGUE OF OREGON CITIES**MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and HENDERSON PRODUCTS INC. ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Seasonal Road Management, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Seasonal Road Management the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2220 for Seasonal Road Management; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2220 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.

1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.

1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its

sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) The RFP;
- (iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA22170, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS

REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200

Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

HENDERSON PRODUCTS INC.
1085 South 3rd Street
Manchester IA 52057
ATTN: Janet Tobin
Email: JTOBIN@HENDERSONPRODUCTS.COM

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing

the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

DocuSigned by:
Signature: Patricia M. Mulvihill
A49AFD929F7246E...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: January 12, 2023 | 4:22 PM PST

VENDOR:

DocuSigned by:
Signature: Patrick Lentz
EA685F75214044A...

Printed Name: Patrick Lentz

Title: Director of Finance
HENDERSON PRODUCTS INC.

Dated: January 12, 2023 | 11:15 AM PST

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

SEASONAL ROAD MANAGEMENT	
Product Category	Percentage (%) off List Price
SNOW & ICE MANAGEMENT MATERIALS	-
ROADWAY CLEARING & SEASONAL MANAGEMENT TOOLS	18% discount off List Price
ROADWAY CLEARING & SEASONAL MANAGEMENT SYSTEMS	18% discount off List Price
OTHER RELATED EQUIPMENT	18% discount off List Price

Additional discounts may be considered for volume orders in excess of 10 units.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in a link found at hendersonproducts.com, as may be updated from time to time. [A current list may be obtained from Vendor.]

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

The purchaser is liable for any federal, state or local taxes assessed against the sale or INVOICE unless they are collected as a specific part of the INVOICE. No goods are to be returned for credit without prior authorization. Returns which are not due to a Henderson issue are subject to a 20% restocking fee. A 1.5% per month delinquency charge will be added to unpaid balance of the INVOICE if not paid within 30 days from date of INVOICE. Annual percentage rate is 18%. Payment terms for equipment and turnkey trucks are net 30 days after shipment or cash in advance. We accept corporate checks, money orders, ACH and wire transfers as different forms of payment. Henderson does accept P-card and credit card payments for purchases \$2,000 or less per total order. Purchases greater than \$2,000 per total order require check, money order, ACH, or wire transfer. Discount terms offered on sale amount only. No discount allowed on freight charges.

Certificate Of Completion

Envelope Id: AE697A101A2448D684D954D1EC3D35CA

Status: Completed

Subject: Complete with DocuSign: MPA 2220 LOC and Henderson FINAL.pdf

Source Envelope:

Document Pages: 16

Signatures: 2

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Marshall Stiles

17930 International Boulevard

Suite 900

SeaTac, WA 98188

marshall.stiles@mynpp.com

IP Address: 4.79.109.94

Record Tracking

Status: Original

1/12/2023 10:35:59 AM

Holder: Marshall Stiles

marshall.stiles@mynpp.com

Location: DocuSign

Signer Events

Patrick Lentz

plentz@hendersonproducts.com

Director of Finance

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


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Signature Adoption: Pre-selected Style

Using IP Address: 12.119.215.98

Timestamp

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Signed: 1/12/2023 11:15:44 AM

Electronic Record and Signature Disclosure:

Accepted: 1/12/2023 11:14:25 AM

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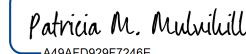
Patricia M. Mulvihill

pmulvihill@orcities.org

Executive Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:


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Signature Adoption: Pre-selected Style

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Signed: 1/12/2023 4:22:07 PM

Electronic Record and Signature Disclosure:

Accepted: 1/12/2023 4:21:52 PM

ID: 9bdd0775-f633-4b3f-8dcb-885c4dfc4047

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Janet Tobin

jtobin@hendersonproducts.com

Contract Administrator

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 1/12/2023 10:38:28 AM

Viewed: 1/13/2023 6:07:14 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/12/2023 10:38:29 AM
Certified Delivered	Security Checked	1/12/2023 4:21:52 PM
Signing Complete	Security Checked	1/12/2023 4:22:07 PM
Completed	Security Checked	1/12/2023 4:22:07 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the “Lead Contracting Agency Endorsement and Authorization” or “Participating Agency Endorsement and Authorization,” as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to “Lead Contracting Agency”

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF “THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION” OR “PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION,” AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

LEAGUE OF OREGON CITIES ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities (“Lead Contracting Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:

A49AFD929F7246E...

Date: June 13, 2023

BY: Patricia M. Mulvihill
ITS: Executive Director

League of Oregon Cities Contact Information:

Contact Person: Kevin Toon
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: rfp@orcities.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____

Telephone No.: _____
Email: _____

AN ORDINANCE AMENDING ORDINANCE NO. 25-70 AUTHORIZING THE PURCHASE OF AN INTERNATIONAL 607 CHASSIS CAB FOR THE PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY.

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

Section No. 1: That Ordinance No. 25-70 is hereby amended as follows:

Section No. 1: That the bid by Rush Truck Centers of Cincinnati, Ohio, submitted through ODOT to supply the City with an International 607 Chassis Cab for the Public Works Department in the amount of ~~\$109,080~~ **\$112,980** be and is hereby accepted and approved.

Section No. 2: That upon delivery to this City of the International 607 Chassis Cab with the proper specifications, to the full satisfaction of the Public Works Director and Finance Director, the Finance Director is hereby directed to deliver to Rush Truck Centers of Cincinnati, Ohio, the warrant of this City in the amount of ~~\$109,080~~ **\$112,980** 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 adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of correcting the bid amount of said vehicle for the Public Works Department, thus for the preservation of the public's health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AUTHORIZING THE PURCHASE OF AN INTERNATIONAL 607 CHASSIS CAB FOR THE PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, the Public Works Director and the Public Service Committee have recommended the purchase from Rush Truck Centers of Cincinnati, Ohio, for the Public Works Department, and the City desires to contract with Rush Truck Centers of Cincinnati, Ohio, to purchase said vehicle; and

WHEREAS, Rush Truck Centers of Cincinnati, Ohio, is a party to a cooperative purchasing contract with the Ohio Department of Transportation (ODOT) under the authority of Ohio Revised Code Section 5513.01(B) to provide machinery, materials, supplies, or other articles to public entities and to award cooperative purchasing contracts through a competitive bidding process for said goods and services for all eligible political subdivisions in Ohio; and

WHEREAS, by entering into this agreement with Rush Truck Centers of Cincinnati, Ohio, through its contract with the ODOT, the City can purchase vehicles under the same terms and conditions but at a lower cost than it could acquire through its own selection process.

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

Section No. 1: That the bid by Rush Truck Centers of Cincinnati, Ohio, submitted through ODOT to supply the City with an International 607 Chassis Cab for the Public Works Department in the amount of \$112,980 be and is hereby accepted and approved.

Section No. 2: That upon delivery to this City of an International 607 Chassis Cab with the proper specifications, to the full satisfaction of the Public Works Director and Finance Director, the Finance Director is hereby directed to deliver to Rush Truck Centers of Cincinnati, Ohio, the warrant of this City in the amount of \$112,980 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 actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of taking advantage of the current State pricing and providing the Public Works Department with safe and reliable equipment in order that they may promptly and efficiently perform their duties, thus ensuring the health, safety, and welfare of the citizens of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____
President of Council

POSTED: _____
Approved

ATTEST: _____
Clerk of Council Mayor

A RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACT TO BE AWARDED IN 2025 AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon the award of the contract by the Director of ODOT, it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party’s own errors, actions, and failures to act; and
- d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be in the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically submitted salt quantities from its awarded salt supplier during the contract’s effective period; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to the ODOT salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 2, 2025, by 5 p.m. The written, emailed request to rescind this participation agreement, must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the

request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure that ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

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

Section No. 1: That the Political Subdivision authorizes the Mayor to enter into a participation agreement for the ODOT road salt contract.

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

Section No. 3: That this Resolution is hereby declared to be an emergency, the emergency being the need for the public peace, health, and safety of the City. Therefore, this Resolution shall be in full force and effect from and 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 TO REZONE AN 11.8627-ACRE SITE AT THE SOUTHEAST CORNER OF WALKER ROAD AND AVON BELDEN ROAD (SR 83) FROM SINGLE-FAMILY RESIDENCE (R-1A) AND GENERAL COMMERCE (B-2) TO MULTI-FAMILY RESIDENCE (R-3) AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has, at its meeting of April 1, 2025, approved a request to rezone an 11.8627-acre parcel (the "Property") at the southeast corner of Walker Road and Avon Belden Road (SR 83) from Single-Family Residence (R-1A) and General Commerce (B-2) to Multi-Family Residence (R-3) to allow for the development of a 73-unit townhome community; and

WHEREAS, the 11.827-acre parcel is hereby designated by the County Auditor as follows:

Parcel No.	Deeded Owner	Address	Zoning
04-00-017-103-021	Woodcraft Properties, LTD.	32701 Walker Road	R-1
04-00-017-103-022	Woodcraft Properties, LTD.	32689 Walker Road	R-1
04-00-017-103-073	Woodcraft Properties, LTD.	32709 Walker Road	R-1 & B-2
04-00-017-103-071	32713 Walker Road, LLC	32713 Walker Road	R-1 & B-2
04-00-017-103-075	Woodcraft Properties, LTD.	535 Avon Belden Road	B-2
04-00-017-103-077	83 Investments, LLC	539 Avon Belden Road	R-1
04-00-017-103-111	83 Investments, LLC	Avon Belden Road	B-2
04-00-017-103-223	Woodcraft Properties, LTD.	Avon Belden Road	B-2

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 Single-Family Residence (R-1A) and General Commerce (B-2), is hereby rezoned to Multi-Family Residence (R-3).

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: _____

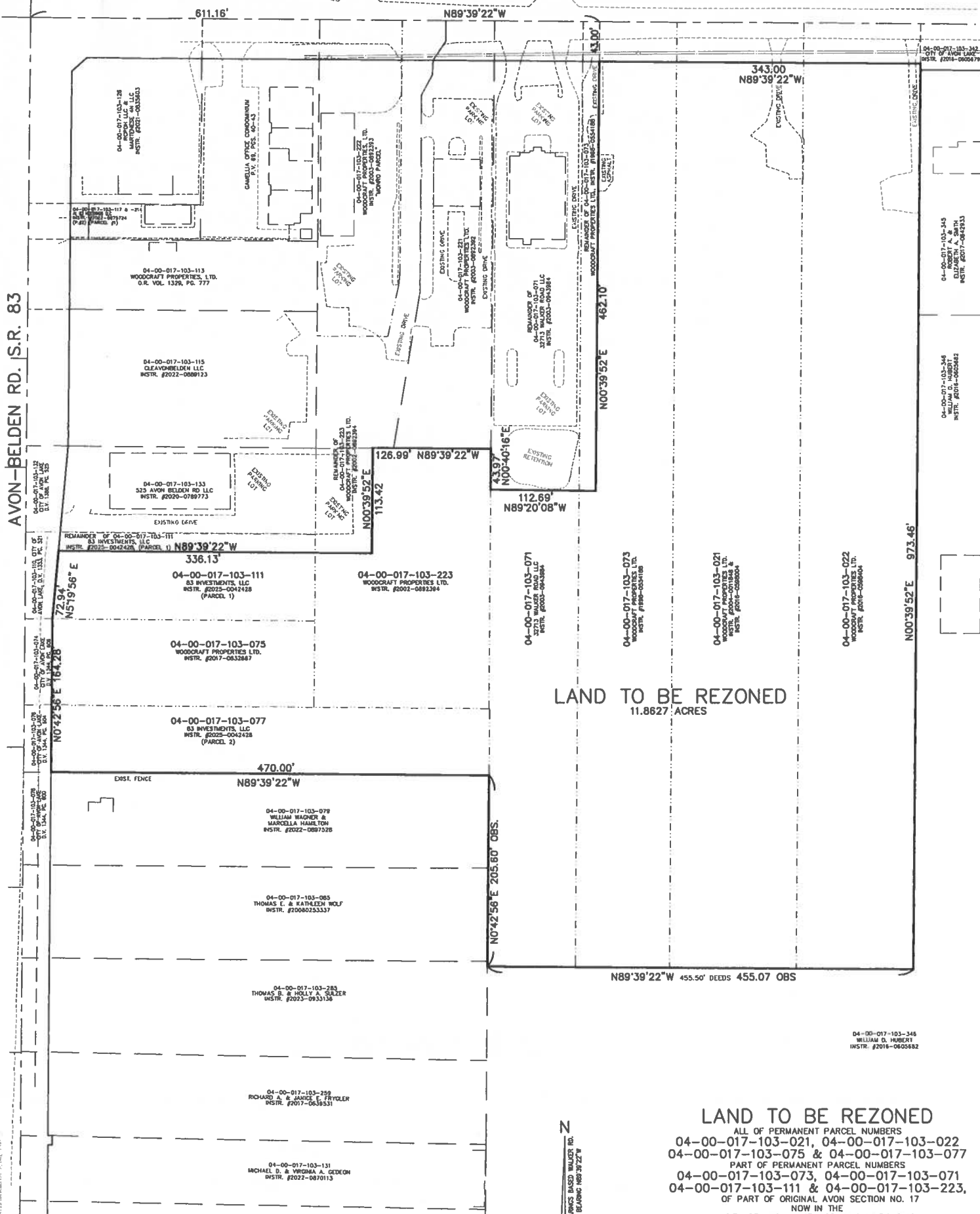
Approved

ATTEST: _____

Clerk of Council

Mayor

WALKER / ROAD



LAND TO BE REZONED

ALL OF PERMANENT PARCEL NUMBERS
04-00-017-103-021, 04-00-017-103-022,
04-00-017-103-075 & 04-00-017-103-077
PART OF PERMANENT PARCEL NUMBERS
04-00-017-103-073, 04-00-017-103-071
04-00-017-103-111 & 04-00-017-103-223,
OF PART OF ORIGINAL AVON SECTION NO. 17
NOW IN THE
CITY OF AVON LAKE, LORAIN COUNTY, OHIO
BY
THE HENRY G. REITZ ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE, CLEVELAND, OH. 44135
PHONE: (216) 251-3033 reitz@reitzeng.com
MARCH, 2025



AN ORDINANCE APPROVING A VACATION OF A PORTION OF ALAMEDA AVENUE
AND DECLARING AN EMERGENCY.

WHEREAS, Avon Lake Regional Water has petitioned the City for a vacation of unimproved portions of Alameda Avenue within a P-I Public and Institutional Zoning District; and

WHEREAS, the Planning Commission did consider said petition at its regular meeting of April 1, 2025, and recommended that said vacation should be granted; and

WHEREAS, this Council is satisfied that there is good cause for the vacation as prayed for and that such will not be detrimental to the general interest, safety and welfare of the public, and that said vacation should be granted.

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

Section No. 1: That the vacation of unimproved portions of Alameda Avenue in the Avon Lake Harbor Estate Subdivision is hereby vacated. (Exhibit A)

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of allowing the City to finalize a contract for the sale of the property. Therefore, this Ordinance shall go into immediate force and effect from and 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



Cunningham & Associates, Inc.

Civil Engineering & Surveying

203 W. Liberty St., Medina, Oh 44256

Phone: (330) 725-5980 * Fax (330) 725-8019

Legal Description for Sublot 2

Project No. 25-120

April 8, 2025

Situated in the City of Avon Lake, County of Lorain, State of Ohio and being known the whole of Sublot 2, as shown by plat for Avon Lake Regional Water Administration Subdivision No. 2 as recorded in Instrument Number 2025-_____ (Plat Volume ____, Page ____)
of the Lorain County Recorder's Records, containing 9.2327 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in April 2025.

Parcel Map Check Report

Client:
Avon Lake

Prepared by:
S. Galiczynski
Cunningham & Associates, Inc.
203 W. Liberty Street

Parcel Name: Sublot 2

Segment# 1: Line

Course: S88°08'21"E	Length: 468.68'
North: 2,840.4867'	East: 7,684.1517'

Segment# 2: Line

Course: S2°15'17"W	Length: 454.92'
North: 2,385.9189'	East: 7,666.2542'

Segment# 3: Line

Course: N87°40'16"W	Length: 829.44'
North: 2,419.6236'	East: 6,837.4993'

Segment# 4: Line

Course: N1°43'27"E	Length: 448.13'
North: 2,867.5508'	East: 6,850.9825'

Segment# 5: Line

Course: S88°08'21"E	Length: 30.00'
North: 2,866.5766'	East: 6,880.9667'

Segment# 6: Line

Course: N1°43'27"E	Length: 81.08'
North: 2,947.6199'	East: 6,883.4063'

Segment# 7: Line

Course: S87°42'01"E	Length: 334.94'
North: 2,934.1798'	East: 7,218.0765'

Segment# 8: Line

Course: S1°43'16"W	Length: 78.52'
North: 2,855.6952'	East: 7,215.7182'

Perimeter: 2,725.72'

Error Closure: 0.0105

Error North : -0.01043

Area: 402,174.61 Sq.Ft.

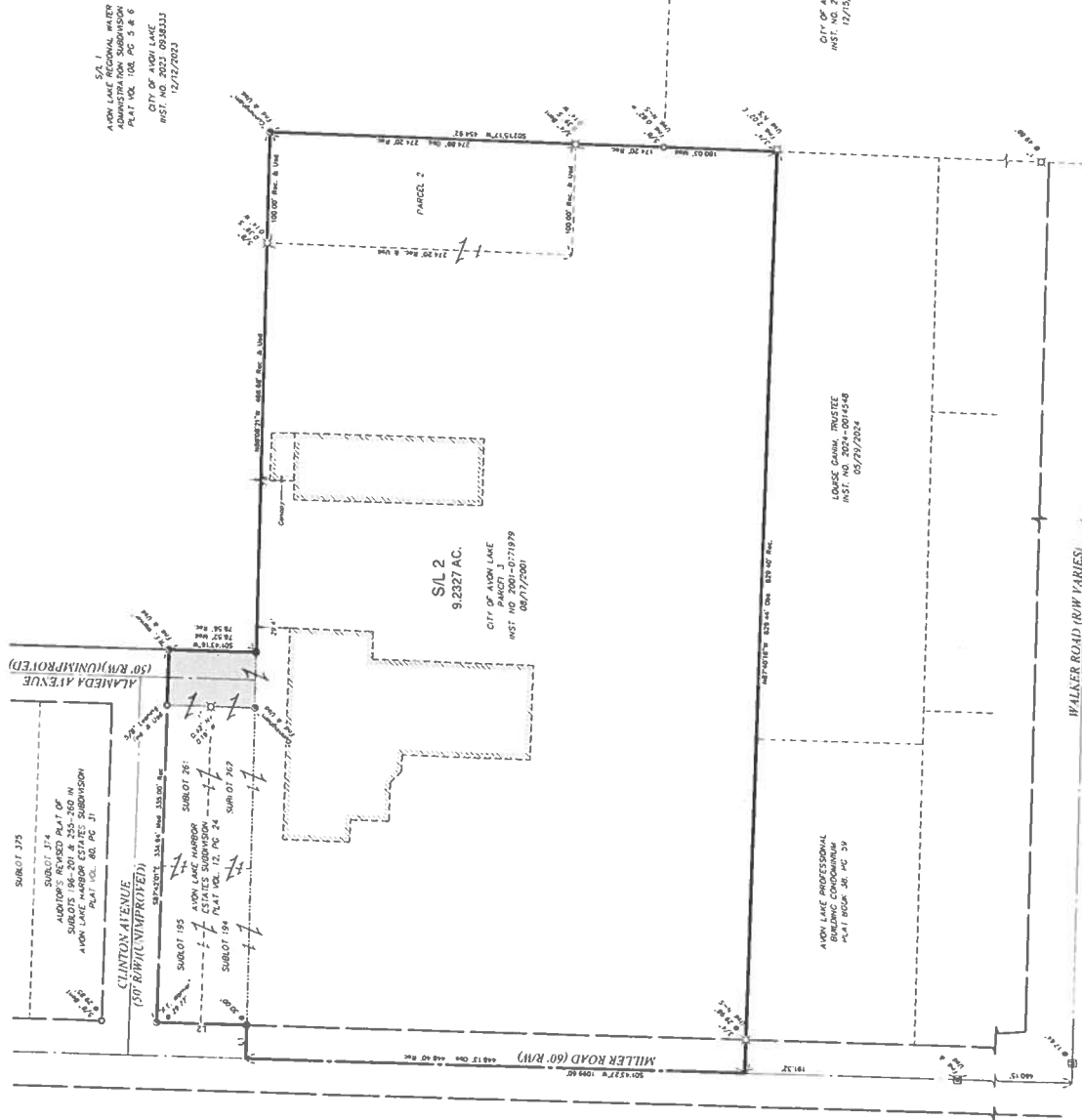
Course: S3°56'45"W

East: -0.00072

Precision 1: 259,591.43

BEING A RE-SUBDIVISION OF LACATED PORTION PER ORDINANCE OF ALAMEDA AVENUE (50' R.W.) & SUBLOTS 194, 195, 261, & 262 OF AVON LAKE HARBOR ESTATES AS SHOWN BY PLAT VOLUME 12, PAGE 24 OF THE LORAIN COUNTY RECORDS SITUATED IN THE CITY OF AVON LAKE, COUNTY OF LORAIN AND THE STATE OF OHIO BEING PART OF ORIGINAL A TOWNSHIP SECTION 6

BEING A RE-SUBDIVISION OF LACATED PORTION PER ORDINANCE OF ALAMEDA AVENUE (50' R.W.) & SUBLOTS 194, 195, 261, & 262 OF AVON LAKE HARBOR ESTATES AS SHOWN BY PLAT VOLUME 12, PAGE 24 OF THE LORAIN COUNTY RECORDS SITUATED IN THE CITY OF AVON LAKE, COUNTY OF LORAIN AND THE STATE OF OHIO BEING PART OF ORIGINAL A TOWNSHIP SECTION 6



Line Table		
Line #	Direction	Length
17	3.12, 30.0895	30.00
23	3.22, 37.11	30.00

[illegible]

Q2527

1. $\frac{1}{2}$ of the 1000 = 500
2. $\frac{1}{2}$ of 500 = 250
3. $\frac{1}{2}$ of 250 = 125
4. $\frac{1}{2}$ of 125 = 62.5
5. $\frac{1}{2}$ of 62.5 = 31.25
6. $\frac{1}{2}$ of 31.25 = 15.625
7. $\frac{1}{2}$ of 15.625 = 7.8125
8. $\frac{1}{2}$ of 7.8125 = 3.90625
9. $\frac{1}{2}$ of 3.90625 = 1.953125
10. $\frac{1}{2}$ of 1.953125 = 0.9765625
11. $\frac{1}{2}$ of 0.9765625 = 0.48828125
12. $\frac{1}{2}$ of 0.48828125 = 0.244140625
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42. $\frac{1}{2}$ of 0.00000000045474735088646411895751953125 = 0.000000000227373675443232059478759765625
43. $\frac{1}{2}$ of 0.000000000227373675443232059478759765625 = 0.0000000001136868377216160297393798828125
44. $\frac{1}{2}$ of 0.0000000001136868377216160297393798828125 = 0.00000000005684341886080801486968994140625
45. $\frac{1}{2}$ of 0.00000000005684341886080801486968994140625 = 0.000000000028421709430404007434844970703125
46. $\frac{1}{2}$ of 0.000000000028421709430404007434844970703125 = 0.0000000000142108547152020037174224853515625
47. $\frac{1}{2}$ of 0.0000000000142108547152020037174224853515625 = 0.00000000000710542735760100185871124267578125
48. $\frac{1}{2}$ of 0.00000000000710542735760100185871124267578125 = 0.000000000003552713678800500929355621337890625
49. $\frac{1}{2}$ of 0.000000000003552713678800500929355621337890625 = 0.0000000000017763568394002504646778106689453125
50. $\frac{1}{2}$ of 0.0000000000017763568394002504646778106689453125 = 0.00000000000088817841970012523233890533447265625
51. $\frac{1}{2}$ of 0.00000000000088817841970012523233890533447265625 = 0.000000000000444089209850062616169452667236328125
52. $\frac{1}{2}$ of 0.000000000000444089209850062616169452667236328125 = 0.0000000000002220446049250313080847263336181640625
53. $\frac{1}{2}$ of 0.0000000000002220446049250313080847263336181640625 = 0.00000000000011102230246251565404236316680908203125
54. $\frac{1}{2}$ of 0.00000000000011102230246251565404236316680908203125 = 0.000000000000055511151231257827021181583404541015625
55. $\frac{1}{2}$ of 0.000000000000055511151231257827021181583404541015625 = 0.0000000000000277555756156289135105907917022705078125
56. $\frac{1}{2}$ of 0.000000000000027755575615628913510590

CITY OF AVON LAKE
INST. NO. 20030116570
12/15/2005

LOUISE GANIM, TRUSTEE
INST. NO. 2024-001454
05/20/2024

AVON LAKE PROFESSIONAL
BUILDING CONDOMINIUM
PLAT BOOK 38, PG 54

WALKER ROAD (R/W VARIES)



DATE: 11/21/81	BY: SCG
1347B - 02/19/82	70.25
CHECKED BY: DLSJ	
1347B - 02/19/82	70.25
PROJECT No	
135,140	
ACID FUEL No	
25,170 PLAT 01	
SCALE: 1" = 100'	
SHEET NO.	

AVON LAKE REGIONAL WATER ADMINISTRATION SUBDIVISION NO. 2

CUNNINGHAM & ASSOCIATES, INC.

CITIL ENGINEERING AND SORFELTING
203 W. LIBERTY ST. MEDINA, OHIO 44256 330.725.5980