



VOTING ORDER

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

CITY OF AVON LAKE
150 Avon Belden Road
Avon Lake, Ohio 44012

The following business is to be considered at the rescheduled meeting of the Avon Lake City Council on May 27, 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.

Approval of Minutes: March 3, 2025, Special Council Meeting and March 24, 2025, Council Meeting.

Correspondence

Reports

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

Audience Participation

Motions

Appointing Eric Kreig to the Environmental Affairs Advisory Board for a term commencing May 28, 2025, and expiring December 31, 2025. *Sponsor: R. Shahmir*

Appointing Martin Matuszak to the Environmental Affairs Advisory Board for a term commencing May 28, 2025, and expiring December 31, 2025. *Sponsor: R. Shahmir*

Appointing Jonathan Potrzeba to the Environmental Affairs Advisory Board for a term commencing May 28, 2025, and expiring December 31, 2025. *Sponsor: R. Shahmir*

Legislation

Third Readings:

Ordinance No. 25-86, AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF PROFESSIONAL ENGINEER IN AVON LAKE REGIONAL WATER AND ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION. *Sponsor: G. Smith*

Ordinance No. 25-87, AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF SENIOR PROFESSIONAL ENGINEER IN AVON LAKE REGIONAL WATER AND ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION. *Sponsor: G. Smith*

Ordinance No. 25-88, AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF BUSINESS DEVELOPMENT DIRECTOR IN AVON LAKE REGIONAL WATER AND ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION. *Sponsor: G. Smith*

Ordinance No. 25-89, AN ORDINANCE FIXING COMPENSATION RANGES FOR AVON LAKE REGIONAL WATER NON-BARGAINING POSITIONS, REPEALING ORDINANCE NO. 23-193, AND DECLARING AN EMERGENCY. *Sponsor: G. Smith*

Second Readings:

Ordinance No. 25-98, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH SIMVAY, LLC, FOR ENTERPRISE CYBER RISK MANAGEMENT SERVICES AND DECLARING AN EMERGENCY. *Sponsor: R. Shahmir*

Ordinance No. 25-99, AN ORDINANCE AUTHORIZING A DONATION TO COMMUNITY RESOURCE SERVICES AND DECLARING AN EMERGENCY. → *Sponsor: K. Zuber*

First Readings:

Ordinance No. 25-101, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT WITH AVON LAKE ENVIRONMENTAL REDEVELOPMENT GROUP, LLC, FOR THE POWER PLANT REDEVELOPMENT PROJECT AND DECLARING AN EMERGENCY.

→ *Sponsor: Z. Arnold*

Ordinance No. 25-102, AN ORDINANCE AUTHORIZING FUNDS FOR CONTINUED LEGAL SERVICES TO TODD DAVIS, ESQ., AND DECLARING AN EMERGENCY.

→ *Sponsor: Z. Arnold*

Ordinance No. 25-103, AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF CLERK OF COURT IN THE AVON LAKE MUNICIPAL COURT AND ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION.

→*Sponsor: G. Smith*

Ordinance No. 25-104, AN ORDINANCE AMENDING ORDINANCE NO. 24-81, FOR A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN STRUCTUREPOINT, INC., AND DECLARING AN EMERGENCY. → *Sponsor: J. Fenderbosch*

Ordinance No. 25-105, AN ORDINANCE AUTHORIZING THE PURCHASE OF A SNOWPLOW AND ICE PACKAGE FOR THE PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY. →*Sponsor: J. Fenderbosch*

Resolution No. 25-106, A RESOLUTION APPROVING THE USE OF SUBMERGED LANDS AT 32106 LAKE ROAD, AVON LAKE, AND DECLARING AN EMERGENCY.

→*Sponsor: J. Fenderbosch*

Resolution No. 25-107, A RESOLUTION APPROVING THE USE OF SUBMERGED LANDS AT 32114 LAKE ROAD, AVON LAKE, AND DECLARING AN EMERGENCY.

→*Sponsor: J. Fenderbosch*

Resolution No. 25-108, A RESOLUTION APPROVING THE USE OF SUBMERGED LANDS AT 32118 LAKE ROAD, AVON LAKE, AND DECLARING AN EMERGENCY.

→*Sponsor: J. Fenderbosch*

Ordinance No. 25-109, AN ORDINANCE AMENDING PLANNING AND ZONING CODE SECTIONS 1214, 1224, 1226, 1234, AND 1236. *Sponsor: G. Smith*

Ordinance No. 25-110, AN ORDINANCE ALLOWING BEER AND WINE TO BE SOLD, SERVED, DISPENSED, AND CONSUMED FOR ONE DAY AT SUMMERFEST, TO BE HELD AT MILLER ROAD PARK ON JUNE 21, 2025, AND DECLARING AN EMERGENCY. →*Sponsor: D. Kos*

Public Input

Miscellaneous Business and Announcements

Adjournment

AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF
PROFESSIONAL ENGINEER IN AVON LAKE REGIONAL WATER AND ESTABLISHING
THE QUALIFICATIONS AND DUTIES FOR SAID POSITION.

WHEREAS, it has been recommended by the Avon Lake Municipal Board of
Utilities and the Human Resources Committee that a job description for the position
of Professional Engineer in Avon Lake Regional Water be adopted.

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

Section No. 1: That the specifications, responsibilities, and duties applicable
to the position of Professional Engineer in Avon Lake Regional Water shall be as
shown in the job description, a copy of which is attached hereto and made a part
hereof.

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

1st reading: 4/28/2025

2nd reading: 5/12/2025

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

Job Title: Professional Engineer

Organization: Avon Lake Regional Water

Immediate Supervisor: Engineering Services Manager

Positions Supervised: N/A

FLSA Status: Non-Exempt

Bargaining Unit: N/A

Civil Service Status: Unclassified

GENERAL RESPONSIBILITIES:

Under general supervision, perform office and field technical work including, but not limited to:

- Construction site inspection, data collection, and recordkeeping.
- Aid in infrastructure asset management including geospatial and hydraulic modeling of the water and sewer systems.
- Assist in the design and drafting of sanitary sewer and/or waterline project plans and specifications.
- Apply elementary engineering, mapping, and surveying principles and techniques in performing these duties.

This is a multi-disciplinary role combining engineering, GIS/asset management, inspection, drafting, data analysis, and other skills into one, dynamic position. The person filling this role may not initially have all of the qualifications, skills, and abilities but will be required to gain most or all of them.

GENERAL QUALIFICATIONS:

1. College graduate from a four-year Accreditation Board of Engineering & Technology (ABET) approved program with a bachelor's degree in engineering (civil or mechanical preferred).
2. Must possess an Ohio Professional Engineer's License (P.E.) from the Board of Professional Registration for Engineers and.
3. At least four (4) years of experience in engineering work, preferably related to public infrastructure.
4. Possession of a valid driver's license and acceptable driving record.

SPECIFIC DUTIES

Under general direction from the Engineering Services Manager and/or Senior Staff Engineer, shall perform a variety of technical and routine tasks including but not limited to:

1. Assistance with engineering design projects including laying out water and/or sewer lines with AutoCAD, preparing specifications and bidding documents, developing construction cost estimates, overseeing bidding, and preparing permits to install.
2. Assistance with construction project administration including construction oversight, change management, payment processing, and punch list/closeout.
3. Assistance in the development of computerized preventative/predictive maintenance and data management systems.
4. Assistance with routine GIS tasks, including performing data collection and management, preparing maps, datasets, and summary reports to support organization projects and programs. Analyze and perform quality checks on all Asset Management and GIS data.
5. Assistance with maintaining, updating, and verifying the hydraulic model of the water system.
6. Performance of field work associated with the duties above.
7. Assistance in updating and maintaining paper and computerized files, records, databases, and standards. Retrieval of and creation of drawings, reports, diagrams, charts, and maps.
8. Operation of a variety of office and technical tools and equipment necessary to best complete duties, including computers, printers, scanners, cameras, drafting, analysis, and surveying equipment.
9. Performance of additional functions/tasks as needed to assist other engineer staff.
10. Responses to occasional inquiries from public and/or other government officials, in and outside of the utility.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and the requirements of the job change.

The successful applicant should possess at a minimum the general qualifications, plus abilities to:

1. Fluently use AutoCAD and ESRI ArcGIS software.
2. Interpret and accurately follow both oral and written instructions, procedures, and supervisory direction.
3. Read and prepare engineering plans, specifications, legal descriptions, easements, maps, and software manuals.
4. Exhibit innovation, organization, self-motivation, while multitasking.
5. Ability to learn new tools, software, and processes as project needs dictate.
6. Ability to communicate effectively, orally, graphically, and in writing.

Within the first year, the successful applicant should learn and have:

1. Competency with engineering standards and practices of the utility.
2. Ability to familiarize with Ohio EPA permit-to-install (PTI), SWPPP, and Ten State Standards for Water and Wastewater requirements.
3. Skills in reading land descriptions, maps, drawings, charts, plans, survey records and notes and aerial photos.
4. Knowledge of principles and practices of file and records management.
5. Ability to perform standard and complex office/field tasks including inspection.
6. Knowledge of office and field quality control procedures.
7. Skills and knowledge of standard field practices and safety.
8. Proficiency operating surveying equipment and software.
9. Ability to implement and follow the employer's quality standards as required.

The physical/mental demands described here are representative of the position to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Capability to work in any existing office, treatment plants, and field environments, on utility property or distribution/collection network.
2. Capability to talk and hear, stand, walk, use stairs, sit; use hands and fingers to handle or feel objects, tools, or controls, and reach.
3. Withstand noise level in the work environment (usually moderate and sometimes may be high in the field and at the plants).
4. Adequate hearing and speech to communicate effectively in person and over the telephone. Sufficient composure to interact with potentially abusive and/or irate customers and respond appropriately.
5. Capability to climb or balance, stoop, kneel, crouch and reach.
6. Adequate vision abilities for close vision and the ability to adjust focus.
7. Capability to handle instrumentation with care and safety.
8. Capability to work independently or in a team environment.
9. Capability to work accurately and calmly under pressure, with ability to handle several tasks at the same time.
10. Capability to work safely without presenting a direct threat to self or others.
11. Capability to physically operate ordinary employer vehicles safely.
12. Ability to tolerate ordinary levels of exposure to chemical compounds found in an office environment, construction sites, water and wastewater treatment facilities, confined spaces, loud noises, construction hazards, dust and/or fumes, heavy equipment, hot and cold temperatures, and severe weather.
13. Possess sufficient mental capability to make independent decisions.
14. Ability to perform job duties on sites having limited access due to rough grading and/or in various stages of on-going construction.
15. Capability of safely lifting and/or moving up to 50 pounds.
16. Availability to work overtime as needed.

AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF SENIOR PROFESSIONAL ENGINEER IN AVON LAKE REGIONAL WATER AND ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION.

WHEREAS, it has been recommended by the Avon Lake Municipal Board of Utilities and the Human Resources Committee that a job description for the position of Senior Professional Engineer in Avon Lake Regional Water be adopted.

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

Section No. 1: That the specifications, responsibilities, and duties applicable to the position of Senior Professional Engineer in Avon Lake Regional Water shall be as shown in the job description, a copy of which is attached hereto and made a part hereof.

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

1st reading: 4/28/2025

2nd reading: 5/12/2025

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

Job Title: Senior Professional Engineer

Organization: Avon Lake Regional Water

Immediate Supervisor: Engineering Services Manager

Positions Supervised: Engineer, Professional Engineer, Infrastructure Technician/Specialist

FLSA Status: Non-Exempt

Bargaining Unit: N/A

Civil Service Status: Unclassified

GENERAL RESPONSIBILITIES:

Under limited supervision, perform office and field technical work including, but not limited to:

- Construction site inspection, data collection, and recordkeeping.
- Oversee and manage infrastructure asset management including geospatial and hydraulic modeling of the water and sewer systems.
- Lead engineering staff in the design and drafting of sanitary sewer and/or waterline project plans and specifications.
- Review plans for commercial and residential development within the City of Avon Lake for adherence to Avon Lake Regional Water standards.
- Apply professional engineering, mapping, and surveying principles and techniques in performing these duties.

This is a multi-disciplinary role combining engineering, supervision, GIS/asset management, inspection, drafting, data analysis, and other skills into one, dynamic position.

GENERAL QUALIFICATIONS:

1. College graduate from a four-year Accreditation Board of Engineering & Technology (ABET) approved program with a bachelor's degree in engineering (civil or mechanical preferred).
2. At least five (5) years of experience in engineering work as a licensed Professional Engineer, preferably related to public infrastructure.
3. Must possess an Ohio Professional Engineer's License (P.E.) from the Board of Professional Registration for Engineers and.
4. Possession of a valid driver's license and acceptable driving record.

SPECIFIC DUTIES

Under limited direction from the Engineering Services Manager, shall perform a variety of technical and routine tasks including but not limited to:

1. Lead engineering design projects including laying out water and/or sewer lines with AutoCAD, preparing specifications and bidding documents, developing construction cost estimates, overseeing bidding, and preparing permits to install.
2. Lead construction project administration including construction oversight, change management, payment processing, and punch list/closeout.
3. Lead in the development of computerized preventive/predictive maintenance and data management systems, taking lead on key areas of data collection, manipulation, and analysis.
4. Lead and direct other engineering staff on routine GIS tasks, including performing data collection and management, preparing maps, datasets, and summary reports to support organization projects and programs. Analyze and perform quality checks on all Asset Management and GIS data.
5. Lead maintaining, updating, and verifying the hydraulic model of the water system.
6. Perform field work associated with the duties above.
7. Lead in updating and maintaining paper and computerized files, records, databases, and standards. Retrieve and create drawings, reports, and maps.
8. Operate a variety of office and technical tools and equipment in order to best complete duties, including computers, printers, scanners, cameras, and surveying equipment.
9. Perform additional functions/tasks as needed to assist other engineer staff.
10. Respond to routine inquiries from the public and/or other government officials.
11. Perform the duties of the Engineering Services Manager, as needed and as appropriate.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and the requirements of the job change.

The successful applicant should possess at a minimum the general qualifications, plus abilities to:

1. Fluently use AutoCAD and ESRI ArcGIS software.

2. Accurately and precisely prepare standards and calibrate electronic field surveying and data acquisition equipment.
3. Interpret and follow both oral and written instructions, procedures, and supervisory direction.
4. Expertly read and prepare engineering plans, specifications, legal descriptions, easements, maps, and software manuals.
5. Exhibit innovation, organization, and self-motivation, while multitasking.
6. Ability to learn new tools, software, and processes as project needs demand.
7. Communicate effectively, orally, graphically, and in writing.
8. Oversee other engineering staff and give direction as required.
9. Successfully manage and oversee projects through completion and orderly recordkeeping.

Within the first year, the successful applicant should learn and have:

1. Competency with engineering standards and practices of the utility.
2. Familiarity with Ohio EPA permit-to-install (PTI), SWPPP, and Ten State Standards for Water and Wastewater requirements.
3. Skills in reading land descriptions, maps, drawings, charts, plans, survey records and notes and aerial photos.
4. Knowledge of principles and practices of file and records management.
5. Ability to perform standard and complex office/field tasks including inspection.
6. Knowledge of office and field quality control procedures.
7. Skills and knowledge of standard field practices and safety.
8. Proficiency operating surveying equipment and software.
9. Ability to implement and follow the employer's quality standards as required.
10. Sensitivity and proficiency in employee management and development.

The physical/mental demands described here are representative of the position to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Capability to work in any existing office, treatment plants, field environments, utility property, or distribution/collection network.

2. Capability to talk and hear, stand, walk, use stairs, sit; use hands and fingers to handle or feel objects, tools, or controls; and reach.
3. Withstand noise level in the work environment (usually moderate and sometimes may be high in the field and at the plants).
4. Adequate hearing and speech to communicate effectively in person and over the telephone. Sufficient composure to interact with potentially abusive and/or irate customers and respond appropriately.
5. Capability to climb or balance, stoop, kneel, crouch and reach.
6. Adequate vision abilities for close vision and the ability to adjust focus.
7. Capability to handle instrumentation with care and safety.
8. Adaptable to work independently or in a team environment. Capable of leading other team members.
9. Capability to work accurately and calmly under pressure, with ability to handle several tasks at the same time.
10. Capability to work safely without presenting a direct threat to self or others.
11. Capability to physically operate ordinary employer vehicles safely.
12. Capability to tolerate ordinary levels of exposure to chemical compounds found in an office environment, construction sites, water and wastewater treatment facilities, confined spaces, loud noises, construction hazards, dust and/or fumes, heavy equipment, hot and cold temperatures, and severe weather.
13. Possess sufficient mental capacity to make independent decisions.
14. Ability to perform job duties on sites having limited access due to rough grading and/or in various stages of on-going construction.
15. Capability of safely lifting and/or moving up to 50 pounds.
16. Availability to work overtime as needed.

AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF BUSINESS DEVELOPMENT DIRECTOR IN AVON LAKE REGIONAL WATER AND ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION.

WHEREAS, it has been recommended by the Avon Lake Municipal Board of Utilities and the Human Resources Committee that a job description for the position of Business Development Director in Avon Lake Regional Water be adopted.

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

Section No. 1: That the specifications, responsibilities, and duties applicable to the position of Business Development Director in Avon Lake Regional Water shall be as shown in the job description, a copy of which is attached hereto and made a part hereof.

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

1st reading: 4/28/2025

2nd reading: 5/12/2025

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

Job Title: Business Development Director

Organization: Avon Lake Regional Water

Immediate Supervisor: Chief Utilities Executive

Positions Supervised: Engineering Services Manager, Facilities & Asset Manager, Business & Financial Coordinator

FLSA Status: Exempt

Bargaining Unit: N/A

Civil Service Status: Unclassified

GENERAL RESPONSIBILITIES:

This senior leadership role is responsible for overseeing system expansion, capital project planning, business growth, and financial sustainability to ensure continued high-quality water and wastewater services for the service area. The Business Development Director will drive infrastructure development, foster regional partnerships, and align business objectives with Avon Lake Regional Water's mission and regulatory requirements.

GENERAL QUALIFICATIONS:

1. Bachelor's degree in Business Administration, Public Administration, Engineering, Urban Planning, or a related field is required. Master of Business Administration or similarly related graduate degree preferred.
2. 10-plus years of experience in utility management, planning, economic development, and/or business strategy.
3. Experience in capital project planning, infrastructure development, and financial analysis.
4. Familiarity with regulatory agencies such as the United States EPA, Ohio EPA, Jobs Ohio, and Team NEO.
5. Possession of a valid driver's license with an acceptable driving record.

SPECIFIC DUTIES

Under limited supervision from the Chief Utilities Executive, shall perform a variety of technical and routine tasks including but not limited to:

Strategic Planning & Business Development

- Develop and implement long-term growth strategies for Avon Lake Regional Water, including system expansion and regional collaboration.
- Identify and pursue economic development opportunities, including partnerships with municipalities, businesses, and developers.

- Oversee water and wastewater service agreements and negotiations with external entities.
- Analyze demographic, economic, and infrastructure trends to inform business and capital planning decisions.
- Identify and recruit potential management candidates for expanding organization.

Infrastructure & Capital Project Planning

- Lead the development of master plans and capital improvement programs to ensure the long-term reliability and efficiency of water and wastewater systems.
- Collaborate with engineering and operations teams to assess infrastructure needs and prioritize investments.
- Identify opportunities and secure funding for major projects through grants, loans, and alternative financing mechanisms.
- Ensure capital projects align with regulatory requirements, customer needs, and ALRW goals.

Financial & Economic Sustainability

- Develop business models and metrics to enhance revenue streams while maintaining affordable rates for customers.
- Support the development of financial plans, including rate structures and funding strategies.
- Conduct cost-benefit analyses for potential projects and business opportunities.
- Evaluate potential acquisitions, partnerships, and regional service expansions.

Regulatory & Policy Leadership

- Monitor and influence local, state, and federal policies affecting water and wastewater utilities.
- Represent Avon Lake Regional Water in discussions with regulatory agencies, industry organizations, and legislative bodies.
- Ensure compliance with environmental regulations and advocate for policies that support the utility's mission.

Stakeholder Engagement & Public Relations

- Build strong relationships with bulk customers, municipal leaders, economic development organizations, and industry partners.
- Engage with customers, businesses, and community stakeholders to promote goals and initiatives of ALRW.
- Lead public outreach efforts related to planning initiatives, system expansions, and infrastructure investments.

Leadership Team Building

- Act as stand-in for Chief Utilities Executive in
 - Temporary assignments
 - Leadership functions
 - Organizational liaison
 - Training and coaching of staff

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

The job description does not constitute an employment agreement between the employer and the candidate and is subject to change by the employer as the needs of the employer and the requirements of the job change.

The successful applicant should possess at a minimum the general qualifications, plus abilities to:

1. Work independently as a strategic thinker, with a strong business acumen, focusing on long-term growth and viability.
2. Exhibit strong leadership and negotiation skills.
3. Develop knowledge of water and wastewater systems, infrastructure planning, and financing.
4. Demonstrate ability to build partnerships with government entities, businesses, and stakeholders.
5. Exhibit excellent communication and public speaking skills.
6. Develop proficiency in financial modeling, GIS, and project management tools.
7. Be available in the absence of the Chief Utilities Executive, represent the organization as required and/or needed.

Within the first year, the successful applicant should learn and demonstrate:

1. Strong understanding of Avon Lake Regional Water's services, infrastructure, and strategic goals.
2. Familiarity with regional economic development initiatives and how water infrastructure supports business growth.
3. Comfortable relationships with key stakeholders, including municipal officials, economic development agencies, and business leaders.
4. Professional presentations to stakeholders regarding Avon Lake Regional Water's services and regional benefits.

5. Fluency in trends of economic development, infrastructure funding, and water utility expansion to support strategic decision-making.
6. Articulation of a business development roadmap for Avon Lake Regional Water.
7. Ability to work with internal teams (engineering, finance, operations) to coordinate feasibility studies and service expansion plans.
8. Production of grant applications and funding initiatives that enhance Avon Lake Regional Water's infrastructure capabilities.
9. Ability to manage multiple business development initiatives simultaneously and meet deadlines effectively.
10. Demonstrate problem-solving and critical thinking when addressing challenges related to water and wastewater service expansion.
11. Ability to implement and follow the employer's quality standards as required.

The physical/mental demands described here are representative of the position to successfully perform the essential functions of the job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

1. Ability to sit, stand, and walk for extended periods, particularly during meetings, site visits, and industry events.
2. Occasional lifting of materials such as reports, marketing materials, and presentation equipment (up to 25 lbs.).
3. Frequent use of computer and office equipment, requiring manual dexterity, visual focus, and repetitive motion.
4. Ability to travel locally and regionally for client meetings, conferences, and business development activities.
5. Strong analytical and problem-solving skills to assess business opportunities, market trends, and regulatory requirements.
6. High level of focus and attention to detail when developing proposals, reviewing contracts, and conducting research.
7. Ability to manage multiple priorities and deadlines in a fast-paced environment with changing demands.
8. Strong interpersonal and communication skills, including the ability to engage with diverse stakeholders and negotiate effectively.
9. Resilience and adaptability to handle challenges, shifting priorities, and complex decision-making processes.
10. Strategic thinking and creativity to identify innovative business development solutions and regional growth opportunities.

This role requires a balance of independent initiative and collaborative teamwork, as well as the ability to work under pressure while maintaining professionalism and sound judgment.

AN ORDINANCE FIXING COMPENSATION RANGES FOR AVON LAKE REGIONAL WATER NON-BARGAINING POSITIONS, REPEALING ORDINANCE NO. 23-193, AND DECLARING AN EMERGENCY.

WHEREAS, the Avon Lake Municipal Utilities Board has established a policy regarding pay ranges for positions within the utility; and

WHEREAS, this policy is used to determine appropriate rates of compensation for existing and prospective employees; and

WHEREAS, the Avon Lake Municipal Utilities Board must pay locally and nationally competitive salaries in order to attract and retain appropriate talent; and

WHEREAS, pursuant to Section 12 of the Avon Lake Charter, entitled Salaries and Pay of Officers and Employees, Council shall fix all salaries and rates of compensation; and

WHEREAS, it is the intention of Avon Lake Regional Water to have compensation ranges for positions fixed.

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

Section No. 1: That the following compensation ranges are hereby fixed effective April 1, 2025:

POSITION	RANGE
Chief Utilities Executive	\$82.91/hour - \$121.11/hour
Business Development Director	\$66.39/hour - \$99.52/hour
Chief of Utility Operations	\$60.32/hour - \$91.07/hour
Business & Financial Coordinator	\$47.60/hour - \$71.30/hour
Engineering Services Manager	\$60.40/hour - \$90.22/hour
Water Filtration Plant Manager	\$44.14/hour - \$65.09/hour
Water Reclamation Facility Manager	\$42.11/hour - \$63.83/hour
Facilities & Asset Manager	\$40.48/hour - \$60.01/hour
Engineer	\$34.03/hour - \$49.79/hour
Professional Engineer	\$38.89/hour - \$57.68/hour
Senior Professional Engineer	\$45.78/hour - \$68.50/hour

Section No. 2: That the high end of non-bargaining salary ranges will be adjusted annually, beginning February 2026, based on the Ohio Public Employees Retirement System (OPERS) as published in February of each calendar year.

Section No. 3: That Ordinance No. 23-193 is hereby repealed.

Section No. 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 5: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of fixing pay ranges for non-bargaining employees in the Avon Lake Regional Water to be in compliance with the provisions of the Avon Lake Charter. Therefore, this Ordinance shall go into immediate force and effect from and after its passage and approval by the Mayor.

1st reading: 4/28/2025

2nd reading: 5/12/2025

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 SIMVAY SYSTEMS, LLC, FOR ENTERPRISE CYBER RISK MANAGEMENT SERVICES AND DECLARING AN EMERGENCY.

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

WHEREAS, the City of Avon Lake desires to retain the personal services of Simvay Systems, LLC, of Westlake, Ohio, for Enterprise Cyber Risk Management Services, effective July 1, 2025, through June 30, 2026.

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into an agreement (Exhibit A) with Simvay Systems, LLC, of Westlake, Ohio, for Enterprise Cyber Risk Management Services. The agreement shall state that the cost of said personal services shall be billed a monthly fee of \$1,500 and shall not exceed \$18,000 for the duration of the agreement. Upon completion of said computer services to the satisfaction of the Finance Director, she is hereby directed to deliver to Simvay Systems, LLC, the warrant of this City and to cause said warrant to be paid.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing the City with cyber risk management in order to enable employees to perform their duties efficiently and to ensure the continued secure operation of all City departments, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading: 5/12/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor



July 1st, 2025 – June 30th, 2026

Monthly Service Fee: \$1,500.00

Enterprise Cyber Risk Management (ECRM) Deliverables:

- Standard Service (8 x 5)
 - Assigned IT Governance, Risk and Compliance Resource
 - Includes up to 60 Hours of Engagement Annually
 - Additional hours at \$300/hour
- Expedited Service (Outside Business Hours)
 - \$450/hour
- Provide cybersecurity expertise to organizational stakeholders such as but not limited to:
 - Auditing Coordination and Support
 - Cybersecurity Risk Management
 - Cybersecurity Strategy
 - Cybersecurity Planning
 - IT Governance and Policy Initiatives Support
 - Cybersecurity Framework Compliance
 - Information Technology Supply Chain Security
 - Assessment of Emerging Technologies
 - Advising on Cybersecurity Current Events, Laws and Regulations
- Monthly Cadence

Enterprise Cyber Risk Management Assumptions:

- [REDACTED]
 - [REDACTED] **CONFIDENTIAL** [REDACTED]
- [REDACTED]

Enterprise Cyber Risk Management Services Exclusions:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] **CONFIDENTIAL** [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



July 1st, 2025 – June 30th, 2026

Monthly Service Fee: \$1,500.00

TERMS AND CONDITIONS

- I. **TERM**
 - a. This agreement shall be for one (1) year from the date it is accepted by Simvay LLC.
 - b. Agreement automatically renews for an additional one (1) year unless written notice is received by Simvay LLC (60) days before contract expiration.
- II. **CONTRACT**
 - a. Normal Service is performed during the principle period of maintenance defined as between the business hours of 8:00 am and 5:00 pm, local time, for the duration of the contract term excluding nationally recognized holidays and recognized states of emergency delaying or preventing scheduled service.
 - b. Expedited Service Level
 - i. Gold | 8 Hour Response
 1. Client discretionary requests outside of normal hours.
- III. **REQUEST FOR SERVICE**
 - a. The authorized representative of the customer will initiate all requests for service. The service request shall contain the following:
 - i. Name and address of the equipment user
 - ii. Name and user personnel to be contacted
 - iii. Equipment type, serial number, and location
 - iv. Description of the problem
- IV. **RESPONSE TIME**
 - a. Simvay LLC normal response time to customer standard support requests is defined by above "CONTRACT" section
 - b. Simvay LLC normal response time to customer expedited support requests is defined by above "CONTRACT" either by phone, VPN or onsite. Two (2) hour minimum charge per support request.
- V. **FREEDOM OF ACCESS**
 - a. Customer agrees that Simvay LLC, or its authorized service representative, shall have reasonable and free access to the equipment and systems.
- VI. **CUSTOMER RESPONSIBILITIES**
 - a. In regard to each unit of equipment managed by this agreement, customer agrees to prevent unauthorized adjustment, repairs or modifications, and to ensure that the equipment is utilized in accordance with applicable vendor published specifications.
- VII. **TAXES**
 - a. Customer is responsible for paying any and all taxes resulting and occurring from any and all services rendered under this contract, solely to the extent such taxes are applicable to an entity.
- VIII. **LIMITATION OF LIABILITY**
 - a. The Consultant's services under this Contract are designed to assist the Client in enhancing its cybersecurity posture and mitigating the risks associated with security breaches. Nonetheless, owing to the inherent complexity and constantly evolving nature of cybersecurity threats, the Consultant cannot ensure the complete prevention of security breaches or incidents.
 - b. The Consultant's liability concerning security breaches will be limited as per the following:
 - i. Scope of Services: The Consultant shall not be held liable for any security breaches or incidents that occur due to factors beyond the scope of the services provided under this Contract. This includes, but is not limited to, unauthorized access or attacks on the Client's systems by third parties, vulnerabilities inherent in third-party software or hardware, or the Client's failure to implement and maintain security measures as recommended by the Consultant.
 - ii. Communication of Changes: The Consultant shall not be liable for any security breaches or incidents that arise due to the Client's failure to promptly notify the Consultant of changes to its systems, operational protocols, or risk profile, which may impact the effectiveness of the security measures implemented or recommended by the Consultant.



July 1st, 2025 – June 30th, 2026

Monthly Service Fee: \$1,500.00

- c. Excluded Damages: The Consultant shall not be liable for any indirect, incidental, consequential, punitive, or special damages arising out of or in relation to any security breaches or incidents. This includes, but is not limited to, loss of profits, revenue, data, or goodwill, regardless of whether the Consultant has been advised of the possibility of such damages.
- d. Time Limitation: No action, regardless of form, arising out of the services provided under this Contract, may be brought by the Client more than one year after the cause of action has accrued.
- e. Force Majeure: Simvay LLC shall not be held liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services.
- f. Third Party Acts: Simvay LLC shall not be liable for any actions or omissions of third parties, or for any damage or loss of data due to third party actions or due to the network or system of any third-party service provider.
- g. Mitigation: Client agrees to take all reasonable steps to mitigate any damages for which a claim is made under this Agreement
- h. This Limitation of Liability section shall survive the termination or expiration of this Agreement.

IX. PERFORMANCE

- a. Aggrieved party must provide notice and documentation to the other party within a reasonable time after it has or ought to have become aware of the non-conforming performance.
- b. Other party must rectify fundamental non-performance within thirty (30) days. If fundamental non-performance is not rectified within thirty (30) days the aggrieved party may terminate contract with a thirty (30) day written notice.

X. NON-DISCLOSURE

- a. Customer and Simvay LLC agree to not reveal to any person, firm, or organization any confidential information of any nature concerning the organization, or anything connected therewith.

XI. GOVERNING LAW

- a. This agreement shall be governed and construed in accordance with the laws of the State of Ohio.

XII. ENTIRE AGREEMENT

- a. This agreement constitutes the entire agreement between the parties, and may not be assigned without the written consent of the other party. All changes, modifications, additions, or deletions to this contract shall be in writing and signed by all parties.

XIII. TERMINATION

- a. Either party may terminate this agreement due to a material breach by the other party that is not cured within thirty (30) days after receipt of written notice of same from the aggrieved party.



July 1st, 2025 – June 30th, 2026

Monthly Service Fee: \$1,500.00

SIGNATURE AND CONTRACT EXECUTION

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

Service Provider: Simvay LLC

Client:

Representative:

Representative:

Title:

Title:

Date:

Date:

Signature:

Signature:

Simvay Systems USAC SPIN: 143052757

Purchase Order Number: _____

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

AN ORDINANCE AUTHORIZING A DONATION TO COMMUNITY RESOURCE SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, it has been recommended by the Administration to award a donation to Community Resource Services to provide financial assistance to qualified residents in the City of Avon Lake; and

WHEREAS, Council has determined that said donation is for a public purpose; and

WHEREAS, said residents must meet certain financial guidelines established by Community Resource Services to qualify for assistance; and

WHEREAS, Community Resource Services will provide the Finance Director with quarterly reports on expenditure of said funds.

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

Section No. 1: That Council hereby authorizes and directs the Finance Director to pay the amount of \$25,000 to Community Resource Services, 33501-L Lake Road, Avon Lake, Ohio 44012.

Section No. 2: That the \$25,000 donation to Community Resource Services will be used to provide financial assistance to Avon Lake residents who qualify according to guidelines established by Community Resource Services.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide funds to Community Resource Services to assist residents who are struggling during financially difficult times, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall take effect and be in full force immediately after its passage and approval by the Mayor.

1st reading: 5/12/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT WITH AVON LAKE ENVIRONMENTAL REDEVELOPMENT GROUP, LLC, FOR THE POWER PLANT REDEVELOPMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, on May 9, 2023, Council authorized a Professional Services Reimbursement Agreement with Avon Lake Environmental Redevelopment Group, LLC, of Louisville, Kentucky, by Ordinance No. 23-81, to cover reasonable out-of-pocket expenses incurred by the City for development consulting services related to the Power Plant Redevelopment Project; and

WHEREAS, Council desires to enter into a First Amendment to the Agreement.

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 a First Amendment to the Reimbursement Agreement with Avon Lake Environmental Redevelopment Group, LLC, of Louisville, Kentucky, for development consultant services for an amount not to exceed \$310,175. (Exhibit A)

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

Section No. 3: This Ordinance is declared to be an emergency measure, the emergency being the necessity for the immediate preservation of public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT FOR POWER PLANT
REDEVELOPMENT PROJECT
by and between
CITY OF AVON LAKE, OHIO
and
AVON LAKE ENVIRONMENTAL REDEVELOPMENT GROUP, LLC

This First Amendment to Professional Services Reimbursement Agreement for Power Plant Redevelopment Project (the “Amendment”) is entered into this 16th day of April, 2025 (the “Effective Date”), by and between the City of Avon Lake, Ohio (“City”), a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio and its Charter, and Avon Lake Environmental Redevelopment Group, LLC, (“ALERG”), a limited liability company duly organized and validly existing under the laws of the State of Ohio, with its principal place of business in Louisville, Kentucky. (The City and ALERG are referred to collectively herein as the “Parties” and each individually as a “Party.”)

WHEREAS, on May 2, 2023, ALERG and the City entered into the “Professional Services Reimbursement Agreement for Power Plant Redevelopment Project” (the “Original Agreement”) wherein the Parties anticipated entering into a development agreement related to: the creation of a mixed-use zoning district, certain property transactions, and certain development incentives that may include but may not be limited to the creation of a tax increment financing (“TIF”) incentive district for the Redevelopment Project at the real property known as the Avon Lake Generating Station property on Lake Road in the City (the “Property”) (and collectively the “Project”);

WHEREAS, during the planning and negotiation of an interim development agreement between the Parties, the City expressed its desire to purchase approximately 23.22 acres along the lakefront of the Property for public park purposes (the “Park Land”);

WHEREAS, the potential purchase of the Park Land by the City brings into play various environmental remediation issues for the lakefront Park Land and also necessitating the engagement of environmental consultants by both Parties therefor;

WHEREAS, on or about November 13, 2024, the Parties entered into an “Interim Development Agreement” which addresses all of the foregoing matters in these recitals, including provisions for reimbursement to the City by ALERG for certain professional services incurred by the City;

WHEREAS, the City has continued to retain professional legal, financial development, and environmental consultants of its own choosing at its expense to provide special legal counsel and consulting services to further the City’s interests in the Project, including but not limited to acquisition of the Park Land, the rezoning for the Project, and creation of a TIF district to support the Project;

WHEREAS, pursuant to the Interim Development Agreement, ALERG has agreed to reimburse the City for its reasonable and necessary expenses for certain legal counsel, financial development, and environmental professionals' fees incurred by the City in connection with the Project, including but not limited to the acquisition of the Park Land;

NOW, THEREFORE, in consideration of the foregoing and the promises and mutual covenants contained herein, the Parties agree to amend the Original Agreement as follows:

1. The provisions of this Amendment shall take precedence over the provisions of the Original Agreement but all provisions of the Original Agreement which are not in conflict with the provisions of this Amendment shall remain in full force and effect.

2. Reimbursement of City for Out-of-Pocket Professional Fees. ALERG shall reimburse the City, for the reasonable and necessary out-of-pocket fees ("City Expenses") incurred by the City beginning on January 1, 2025, for the legal services, professional financial development consulting services, and environmental consulting services (each is a "Consultant" and collectively, the "Consultants") as set forth in the "Interim Budget for Interim Development Agreement Cost Reimbursement", attached hereto and fully incorporated herein by reference as "Exhibit A", and which may be amended by the Parties from time-to-time upon their mutual written consent.

3. Deposit by ALERG with City. Within five (5) business days of the Effective Date, ALERG shall deposit with the City an initial amount of Fifty Thousand Dollars (\$50,000.00) to cover reimbursements to the City as set forth in Section 2 of this Amendment. When the reimbursement of City Expenses by ALERG is within Ten Thousand Dollars (\$10,000.00) of that initial \$50,000.00 deposit, ALERG agrees to deposit an additional amount to bring the deposit up to \$50,000.00 to cover the reasonable and necessary City Expenses for the Project. For purposes of clarity, neither the City nor ALERG shall have any obligation to enter into any final Development Agreement or apply for any exemptions from property taxes unless such final Development Agreement is fully approved in writing by the Parties.

4. Objections to Consultant Fee Reimbursements. ALERG shall have the right to object to any Consultant's compensation which is unreasonable based upon the Consultant's qualifications for the services being invoiced to the City, the time required to perform the service being invoiced, and the necessity for the service. In the event of an objection by ALERG, the Parties shall meet and confer and make best efforts to resolve the objection.

5. Procedure for Reimbursements. ALERG shall reimburse the City for City Expenses incurred by the City for services performed by the Consultants after January 1, 2025, and upon submission by the City to ALERG of an itemized invoice on a monthly basis for such Consultants' fees. Each invoice shall set forth a detailed description of the services rendered to the City, the time spent rendering each service, and the fees for each service rendered. To the extent the description of service is protected by the attorney-client privilege, those service entries so protected may be redacted from the invoice supplied to ALERG. Payment by the City of the itemized Consultants' invoices may be made no less than sixteen (16) days after ALERG's receipt of the invoice which meets the foregoing criteria unless within the fifteen (15) days from

ALERG's receipt of the invoice it notifies the City of its objection to the invoice. In the event of an objection by ALERG, the Parties shall meet and confer and make best efforts to resolve the objection. In the event the Parties are unable to resolve the objection, either Party may terminate this Amendment by written notice to the other Party and neither Party shall have any further liability to the other Party under this Amendment.

6. Agreement for Reimbursements.

a. This Amendment is an interim agreement in contemplation by the Parties of the execution of a final Development Agreement, adoption of appropriate zoning regulations for the Project, and approval of a financial development incentive of some type for the Project (such as tax increment financing –"TIF)). If the Project does not move forward for any reason whatsoever, except for the reason that the City, in its sole discretion, decides not to go forward with the Project approvals, ALERG shall remain obligated to pay all City Expenses incurred to the date of such decision not to go forward, and the City shall be entitled to retain all amounts for City Expenses that were obligated to be reimbursed by ALERG pursuant to this Amendment.

b. In the event there is TIF approved for the Project, ALERG shall be reimbursed from the TIF proceeds for all reimbursement payments to the City for the City Expenses and such reimbursement from the TIF proceeds shall be paid to ALERG within one (1) year of the commencement of the TIF.

7. Successors and Assigns. Neither Party hereto may assign or delegate any of its rights or obligations hereunder without the prior written consent of the other Party, which assignment shall not be unreasonably delayed or denied.

8. Amendment and Waiver. The provisions of this Amendment may be amended and waived only with the prior written consent of both Parties.

9. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.

10. Construction. As both Parties are represented by legal counsel and as both Parties have equal negotiating power, there shall be no construction in favor of any Party due to the fact that counsel for the other Party may not have been responsible for the drafting of this Amendment or any part thereof.

11. Severability. Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Amendment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Amendment.

12. Counterparts; Electronic Transmission. This Amendment may be executed in separate counterparts (including by means of facsimile, email of a .pdf or similar file or other electronic transmission), each of which shall be deemed to be an original and all of which taken

together shall constitute one and the same agreement. This Amendment, to the extent signed and delivered by means of a facsimile machine, email of a .pdf or similar file or other electronic transmission, shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

13. Notices. Any notices, submissions, transmittals and remittances required herein shall be sent to:

As to the City:

City of Avon Lake, Ohio
150 Avon Belden Road
Avon Lake, OH 44012
Attention: Mayor
MSpaetzel@avonlake.org

With a Copy To:

Gary Ebert, Esq.
Director of Law
150 Avon Belden Road
Avon Lake, OH 44012
GAEbert@avonlake.org

and

Todd S. Davis, Esq.
Attorney at Law
3 Hemisphere Way
Bedford, OH 44146
tdavis@hemispheredev.com

(a) As to the Developer:

Avon Lake Environmental Redevelopment Group, LLC
12601 Plantside Drive
Louisville, KY 40299
Attention: Steve Brehm, Vice President of Legal Affairs and
Corporate Secretary
Charah Solutions, Inc.
sbrehm@charah.com

With a Copy To:

R. Todd Hunt, Esq.
Roetzel & Andress, LPA
1375 East Ninth Street
One Cleveland Center, 10th Floor
Cleveland, OH 44114
rthunt@ralaw.com

The City and ALERG have caused this Amendment to be executed in their respective names by their duly authorized representatives, all as of the date first written above.


CITY OF AVON LAKE, OHIO

By: _____
Mark Spaetzel, Mayor

Approved as to Form:

Gary A. Ebert
Director of Law, City of Avon Lake, Ohio

**AVON LAKE ENVIRONMENTAL
REDEVELOPMENT GROUP, LLC**
by Charah, LLC, its Manager

By: _____


Print Name: Steve Brehm

Title: Chief Counsel

EXHIBIT A

Initial Budget for Interim Development Agreement Cost Reimbursement (Revised 3/24/25)
(January 1, 2025 - July 1, 2025)

	<u>Firm</u>	<u>Hours</u>	<u>Budget</u>
1.0 LEGAL FEES			
1.1 Purchase Agreement Negotiation and City Council Approval			\$47,000.00
All work expected to be completed by July 1, 2025.	Davis	40	\$28,000.00
	Berns	40	\$19,000.00
1.2 TIF Negotiations			\$52,000.00
Fifty percent of work expected to be completed by July 1, 2025.	Berns	80	\$38,000.00
Balance during remainder of 2025.	Davis	20	\$14,000.00
1.3 Zoning Issues			\$41,500.00
Fifty percent of work expected to be completed by July 1, 2025.	Berns	80	\$38,000.00
Balance during remainder of 2025.	Davis	5	\$3,500.00
1.4 Environmental Review and Planning			\$70,000.00
All work for this portion expected to be completed by July 1, 2025.	Davis	100	\$70,000.00
1.5 Miscellaneous Meetings and Issues			\$29,375.00
	Davis	25	\$17,500.00
	Berns	25	\$11,875.00
1.6 Contingency			\$23,500.00
	Davis	20	\$14,000.00
	Berns	20	\$9,500.00
	Subtotal		\$263,375.00

2.0 ENVIRONMENTAL PROFESSIONALS

2.1 Conduct an Initial Site Visit	Verdantas	\$3,800.00
Verdantas will undertake a site visit to traverse the property as safely as possible to gain a comprehensive understanding of the environmental assessment work completed to date, evaluate site conditions, and inspect the remaining structures on the approximate 22-acre portion of the property that the City is considering for purchase (i.e., the Screen House, Transformer Building, and Pump House Building). Verdantas' Certified Professional and Project Manager/Primary Risk Assessor will be in attendance for this initial site visit. This estimate includes travel time between Dublin and Avon Lake.		

Initial Budget for Interim Development Agreement Cost Reimbursement (Revised 3/24/25)
(January 1, 2025 - July 1, 2025)

2.2 Technical Review of Existing Documents and Data	Verdantas	\$10,000.00
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Verdantas will perform a review of the existing documents and data recently provided by Deigan & Associates ("Deigan") in the Data Room. This task will include discussions with Deigan to develop a thorough understanding of the Phase II Property Assessment activities completed thus far, as well as any additional Phase II activities planned for the next phase of the property assessment. Verdantas' Certified Professional and Project Manager/Primary Risk Assessor will participate in a meeting with the City to discuss these findings.

2.3 Prepare a Summary Report	Verdantas	\$5,000.00
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Following the completion of Task 2, Verdantas will compile a summary report detailing the information provided in the Data Room. Once the summary report is completed, Verdantas will convene with the City of Avon Lake to present the initial findings and data concerning the portion of the property they are interested in purchasing.

2.4 Collaboration with Diegan & Associates on Additional Phase II Investigation and No Further Action Activities	Verdantas	\$25,000.00
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Verdantas will collaborate and coordinate with Deigan to identify additional site investigation activities necessary to support the Ohio VAP No Further Action Letter. **Verdantas anticipates that Deigan will perform actual sampling activities and field work, to be supported by Verdantas, as reasonably necessary.** These activities also may include preliminary site-specific risk assessment activities and discussions with Ohio EPA VAP Technical Assistance.

	Subtotal	\$43,800.00
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3.0 Costs		\$3,000.00
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Budget for photocopies, shipping and other miscellaneous expenses.

<u>TOTAL</u>		<u>\$310,175.00</u>
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2025 Legal Billing Rates

Todd S. Davis, Esq. - \$700/hr
Jordan Berns, Esq. - \$475/hr
Majeed Makhoulouf, Est. - \$475/hr

*This budget is a good faith estimate of anticipated costs based on currently available information, for purposes of the Interim Development Agreement (the "IDA"). While all service providers will use good faith efforts to minimize transaction costs, this budget estimate may be periodically updated as needed to reflect changing costs for the parties' approval.

AN ORDINANCE AUTHORIZING FUNDS FOR CONTINUED LEGAL SERVICES TO
TODD DAVIS, ESQ., AND DECLARING AN EMERGENCY.

WHEREAS, the Administration and Council have authorized Todd Davis, Esq., to represent the City in the brownfield redevelopment and the west end redevelopment, including the property formerly known as the NRG Power Plant.

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

Section No. 1: That Todd Davis, Esq., be and is hereby authorized and directed to continue to provide legal services for brownfield redevelopment for the west end redevelopment of the City.

Section No. 2: That the necessary expenses for said representation be paid upon approval voucher submitted therefore in an amount not to exceed \$147,000.

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 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: This Ordinance is declared to be an emergency measure, the emergency being the necessity for the immediate preservation of public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

TODD S. DAVIS
Attorney at Law

3 Hemisphere Way
Cleveland, Ohio 44146-4216
Phone: (216) 464-4105 Fax: (440) 439-4134

April 24, 2025

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

Dear Mayor Spaetzel:

I am pleased to have the opportunity to represent the City of Avon Lake, Ohio as legal counsel in connection with the Brownfield redevelopment and environmental aspects your West End Redevelopment, including the redevelopment of the former NRG Power Plant. I will undertake to provide you with legal services in a responsible, timely and cost-efficient fashion. To avoid any misunderstanding as to the firm's engagement and its billing and collection practices as to this matter and as to future matters in which I may represent you, this letter describes the basis on which I will provide and bill for such legal services. Should you have any questions regarding these practices, please call me immediately.

Statements generally are rendered on a monthly basis for legal services rendered during the previous month. In determining fees, the major factor is usually time expended. My time charges are based on quarter hour increments and my current hourly rate for legal services performed is \$700 per hour. As we discussed, this engagement will supplement work on this matter which already has been performed. This next phase of the engagement is entered in connection with the Initial Budget attached as part of the anticipated First Amendment to Professional Services Reimbursement Agreement for Power Plan Redevelopment Project by and between the City of Avon Lake, Ohio and the Avon Lake Environmental Redevelopment Group, LLC ("ALERG") (the "Reimbursement Agreement"), pursuant to which the City will seek reimbursement for my fees, in accordance with Exhibit A thereto. A copy of Exhibit A to the Reimbursement Agreement is attached hereto. Therefore, this engagement will be limited to 210 hours of time (or an amount not to exceed \$147,000), unless extended or otherwise authorized by the City of Avon Lake.

In addition to fees, statements will often include separate charges for certain costs and expenses that are incurred in connection with legal services performed for you. Such expenses include, among others, computerized legal research, photocopies, facsimiles, filing fees, travel expenses, courier services, and long distance telephone charges.

Sometimes, certain expenses of particular magnitude, such as major travel expenses and title examinations, necessitate direct payment by the client. In these situations, you will be billed directly on instruction to the providers, or I will send the provider's statement to you for direct payment. As is sometimes the case, expenses may not be currently accounted for at the time of billing, whether final or interim. Remaining expenses, if any, will be billed at a later date.

Mayor Mark Spaetzel
City of Avon Lake
April 24, 2025
Page 2

Although I may from time to time, at the client's request, furnish estimates of legal fees and other charges that I anticipate will be incurred, these estimates are by their nature inexact (due to unpredictable circumstances) and, therefore, the actual fees and charges ultimately billed may vary from such estimates.

Payment to the firm is expected within thirty days of receipt of my statement. If at any time during our relationship you find that you are unable to meet the payment arrangement, I urge you to contact me immediately. In the event of any non-payment in breach of this agreement, you agree to indemnify me against any costs, fees and expenses in connection with any collection matter associated therewith. Interest on my unpaid invoices past due shall accrue at the rate of ten percent (10%) per annum.

Our relationship may be terminated by either of us at any time by written notice to the other party. I reserve the right to withdraw from our representation if, among other things, you fail to honor the terms of this engagement letter, including nonpayment of my statements. In the event of termination of our relationship, I will make a reasonable effort to effect an orderly transfer of your documents, your instruments and your other papers in my files to whomever you may designate, and you agree that you will take all necessary steps to free me of any obligation to perform further services, including the execution of any documents necessary to complete my withdrawal. I will be entitled to be paid for all services rendered and disbursements made or expenses incurred on your behalf to the date of withdrawal.

Please indicate your understanding and acceptance of the terms set forth above by signing and dating a copy of this letter in the place provided therefor and returning it to me. If you have any questions with regard to this letter, please do not hesitate to contact me. I look forward to a mutually beneficial relationship.

Very truly yours,



Todd S. Davis, Esq.

/maf

We hereby accept the above letter and its terms.

CITY OF AVON LAKE, OHIO

By: _____

Its: _____

Date: _____

EXHIBIT A

Initial Budget for Interim Development Agreement Cost Reimbursement (Revised 3/24/25) (January 1, 2025 - July 1, 2025)

	<u>Firm</u>	<u>Hours</u>	<u>Budget</u>
1.0 LEGAL FEES			
1.1 Purchase Agreement Negotiation and City Council Approval			\$47,000.00
All work expected to be completed by July 1, 2025.	Davis	40	\$28,000.00
	Berns	40	\$19,000.00
1.2 TIF Negotiations			\$52,000.00
Fifty percent of work expected to be completed by July 1, 2025.	Berns	80	\$38,000.00
Balance during remainder of 2025.	Davis	20	\$14,000.00
1.3 Zoning Issues			\$41,500.00
Fifty percent of work expected to be completed by July 1, 2025.	Berns	80	\$38,000.00
Balance during remainder of 2025.	Davis	5	\$3,500.00
1.4 Environmental Review and Planning			\$70,000.00
All work for this portion expected to be completed by July 1, 2025.	Davis	100	\$70,000.00
1.5 Miscellaneous Meetings and Issues			\$29,375.00
	Davis	25	\$17,500.00
	Berns	25	\$11,875.00
1.6 Contingency			\$23,500.00
	Davis	20	\$14,000.00
	Berns	20	\$9,500.00
	Subtotal		\$263,375.00

2.0 ENVIRONMENTAL PROFESSIONALS

2.1 Conduct an Initial Site Visit	Verdantas	\$3,800.00
Verdantas will undertake a site visit to traverse the property as safely as possible to gain a comprehensive understanding of the environmental assessment work completed to date, evaluate site conditions, and inspect the remaining structures on the approximate 22-acre portion of the property that the City is considering for purchase (i.e., the Screen House, Transformer Building, and Pump House Building). Verdantas' Certified Professional and Project Manager/Primary Risk Assessor will be in attendance for this initial site visit. This estimate includes travel time between Dublin and Avon Lake.		

Initial Budget for Interim Development Agreement Cost Reimbursement (Revised 3/24/25)
(January 1, 2025 - July 1, 2025)

2.2 Technical Review of Existing Documents and Data	Verdantas	\$10,000.00
Verdantas will perform a review of the existing documents and data recently provided by Deigan & Associates ("Deigan") in the Data Room. This task will include discussions with Deigan to develop a thorough understanding of the Phase II Property Assessment activities completed thus far, as well as any additional Phase II activities planned for the next phase of the property assessment. Verdantas' Certified Professional and Project Manager/Primary Risk Assessor will participate in a meeting with the City to discuss these findings.		
2.3 Prepare a Summary Report	Verdantas	\$5,000.00
Following the completion of Task 2, Verdantas will compile a summary report detailing the information provided in the Data Room. Once the summary report is completed, Verdantas will convene with the City of Avon Lake to present the initial findings and data concerning the portion of the property they are interested in purchasing.		
2.4 Collaboration with Diegan & Associates on Additional Phase II Investigation and No Further Action Activities	Verdantas	\$25,000.00
Verdantas will collaborate and coordinate with Deigan to identify additional site investigation activities necessary to support the Ohio VAP No Further Action Letter. Verdantas anticipates that Deigan will perform actual sampling activities and field work, to be supported by Verdantas, as reasonably necessary. These activities also may include preliminary site-specific risk assessment activities and discussions with Ohio EPA VAP Technical Assistance.		
	Subtotal	\$43,800.00
3.0 Costs		\$3,000.00
Budget for photocopies, shipping and other miscellaneous expenses.		
	<u>TOTAL</u>	<u>\$310,175.00</u>

2025 Legal Billing Rates

Todd S. Davis, Esq. - \$700/hr
Jordan Berns, Esq. - \$475/hr
Majeed Makhoulf, Est. - \$475/hr

*This budget is a good faith estimate of anticipated costs based on currently available information, for purposes of the Interim Development Agreement (the "IDA"). While all service providers will use good faith efforts to minimize transaction costs, this budget estimate may be periodically updated as needed to reflect changing costs for the parties' approval.

AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF CLERK OF COURT IN THE AVON LAKE MUNICIPAL COURT AND ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION.

WHEREAS, it has been recommended by Judge Allison Manning and the Human Resources Committee that a job description for the position of Clerk of Court in the Avon Lake Municipal Court be adopted.

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

Section No. 1: That the specifications, responsibilities, and duties applicable to the position of Clerk of Court in the Avon Lake Municipal Court shall be as shown in the job description, a copy of which is attached hereto and made a part hereof.

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

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor



**City of Avon Lake, Ohio
Classification Specification
Clerk of Court**

JOB FAMILY	GRADE	FLSA STATUS	CLASSIFIED STATUS	PCN
Clerks	8	Exempt	Unclassified	

CLASSIFICATION SUMMARY

The Clerk of Court is responsible for completing tasks as required by the Ohio Revised Code and as assigned by the Judge; supervises the Deputy Clerk of Court; and is supervised by the Judge.

ESSENTIAL DUTIES ¹	% OF TIME
Oversees the retention and management of Court files, journals, records, books, papers, and recordings; prepares and maintains a general index, docket, and other records of the Court; files Court documents (date stamp and docket); receives and issues receipts for fines, fees, and bond payments; balances and reconciles daily cash receipts; balances cash drawer and reconciles accounts; maintains accounting of receipts and disbursements.	30
Responds to inquiries from the legal and law enforcement community and the general public; researches automated and hard-copy files for case status information; and enters and/or edits case information in the case management system.	30
Generates Court documents, forms, and letters, when necessary; schedules change of pleas and sentencing dates for Judge and magistrates; scans documents into case files; and retrieves case files for Court schedules.	20
Keeps case files and case documents in order; accepts payment for bonds (bail) and creates checks for bond refunds; prepares background checks for other law enforcement agencies; and cooperates with other Court personnel.	10
Prepares commitment papers for defendants who are sentenced to jail.	10
Performs other duties of a similar nature or level.	As required

¹ The essential duties, functions, responsibilities, and recommended Fair Labor Standards Act (FLSA) designation may vary based on the specific tasks assigned to the position.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE:

High school diploma, or equivalent (GED), and one year of specialized or technical training or an equivalent combination of education and experience to successfully perform the duties of the job.

CERTIFICATIONS/LICENSES:

Valid Ohio Driver's License or ID.

PREFERRED QUALIFICATIONS:

Experience in bookkeeping; either a Bachelor of Arts degree or a Bachelor of Science degree in criminal justice or business, or a commensurate level of directly related experience; or a Juris Doctor degree or master's degree.

KNOWLEDGE OF:

- Computers and related software applications
- Overall office operations
- Overall customer service standards
- Word processing
- Basic legal terms

SKILL IN:

- Managing a workforce
- Reading and interpreting State statutes and laws
- Following instructions and work procedures
- Working with little supervision
- Communication and interpersonal skills, as applied to interaction with coworkers, supervisor, and supervisees, the public, sufficient to exchange or convey information and to receive work direction

ADA AND OTHER REQUIREMENTS

This position typically requires standing, walking, fingering, grasping, talking, hearing, seeing, and repetitive motions.

SEDENTARY WORK:

Exerting up to ten pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects. Sedentary work involves sitting most of the time. Walking and standing are required only occasionally.

WORKING CONDITIONS:

Work is performed in indoor office environments.

HOURLY/SALARY RANGE* AND BENEFITS <i>*Subject to City Council approval</i>

- \$75,000 annually
- Applicable benefits provided to full-time, non-bargaining employees, as declared by Codified Ordinances

AN ORDINANCE AMENDING ORDINANCE NO. 24-81, FOR A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN STRUCTUREPOINT, INC., 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. 24-81 is hereby amended as follows:

Section No. 1: That the Mayor is hereby authorized and directed to enter into a professional services agreement with American Structurepoint, Inc., of Cleveland, Ohio, for engineering design services for the Bridge Rehabilitation/Replacement Project for the structure at Electric Boulevard over Heider Ditch. The agreement shall state among its terms that the cost of said professional services agreement shall not exceed \$219,107.

Section No. 1.1: The agreement authorized in Section No. 1 is hereby amended in the amount of \$18,900 to provide for the relocation of the waterline, for a revised total of \$238,007. (Exhibit A)

Section No. 2: Upon completion of said engineering design services, the Finance Director is hereby directed to deliver to American Structurepoint, Inc., of Cleveland, Ohio, the warrant of this City in an amount not to exceed ~~\$219,107~~ **\$238,007** 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 providing construction observation and contract administration in the reconstruction of pre-determined concrete streets identified in the 2024 Concrete Street Program in the City, thus for the health, safety, and welfare of the citizens of Avon Lake. Therefore, this Ordinance shall take effect and be in full force immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

AN ORDINANCE 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 bid by Henderson Products, Inc., of Bucyrus, Ohio, submitted through NPPGov to supply the City with the snowplow, ice package, and related equipment for the Public Works Department in the amount of \$126,588 be and is hereby accepted and approved.

Section No. 2: 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. 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 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.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

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

WHEREAS, a resident at 32106 Lake Road, in the City of Avon Lake, has requested permission to construct the proposed shore structure in Avon Lake, Lorain County, Ohio; and

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

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

Section No. 1: That the City of Avon Lake finds and determines that the submerged lands to be occupied by the project at 32106 Lake Road are not necessary or required for the construction, maintenance, or operation by the municipal corporation of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities and improvements, and marginal highways in the aid of navigation and water commerce, and that the land uses specified in the application comply with regulation of permissible land use under a waterfront plan of the local authority.

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

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

Section No. 4: That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Ohio Department of Natural Resources' Office of Real Estate and Land Management.

Section No. 5: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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. 6: That this Resolution is hereby declared to be an emergency measure, the emergency being the necessity of the property owner to begin the approval process and to immediately secure materials to begin the erosion control project to protect the Lake Erie shoreline, thus for the public health, safety, and welfare. Therefore, this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

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

WHEREAS, a resident at 32114 Lake Road, in the City of Avon Lake, has requested permission to construct the proposed shore structure in Avon Lake, Lorain County, Ohio; and

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

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

Section No. 1: That the City of Avon Lake finds and determines that the submerged lands to be occupied by the project at 32114 Lake Road are not necessary or required for the construction, maintenance, or operation by the municipal corporation of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities and improvements, and marginal highways in the aid of navigation and water commerce, and that the land uses specified in the application comply with regulation of permissible land use under a waterfront plan of the local authority.

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

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

Section No. 4: That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Ohio Department of Natural Resources' Office of Real Estate and Land Management.

Section No. 5: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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. 6: That this Resolution is hereby declared to be an emergency measure, the emergency being the necessity of the property owner to begin the approval process and to immediately secure materials to begin the erosion control project to protect the Lake Erie shoreline, thus for the public health, safety, and welfare. Therefore, this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

A RESOLUTION APPROVING THE USE OF SUBMERGED LANDS AT 32118 LAKE ROAD, AVON LAKE, AND DECLARING AN EMERGENCY.

WHEREAS, a resident at 32118 Lake Road, in the City of Avon Lake, has requested permission to construct the proposed shore structure in Avon Lake, Lorain County, Ohio; and

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

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

Section No. 1: That the City of Avon Lake finds and determines that the submerged lands to be occupied by the project at 32118 Lake Road are not necessary or required for the construction, maintenance, or operation by the municipal corporation of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities and improvements, and marginal highways in the aid of navigation and water commerce, and that the land uses specified in the application comply with regulation of permissible land use under a waterfront plan of the local authority.

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

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

Section No. 4: That the Clerk of Council is hereby authorized and directed to forward a certified copy of this Resolution to the Ohio Department of Natural Resources' Office of Real Estate and Land Management.

Section No. 5: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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. 6: That this Resolution is hereby declared to be an emergency measure, the emergency being the necessity of the property owner to begin the approval process and to immediately secure materials to begin the erosion control project to protect the Lake Erie shoreline, thus for the public health, safety, and welfare. Therefore, this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AMENDING PLANNING AND ZONING CODE SECTIONS 1214, 1224, 1226, 1234, AND 1236.

WHEREAS, Planning Commission, at its meeting on May 6, 2025, recommended amending Planning and Zoning Code Sections 1214, 1224, 1226, 1234, and 1236; and

WHEREAS, Council, coming now to consider said recommendations, approves them in full.

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

Section No. 1: That Planning and Zoning Code Section 1214.05(c)(7) is hereby amended as follows:

Step 7 – Development Committee Review on the Final Plat and Improvement Plans.

- A. Upon determination that the submission of the final plat and improvement plans, including the subdivider's agreement, is complete, the Development Review Committee shall review the application and plans, and may distribute the application and plans to other departments or agencies for review and comment.
- B. The Development Review Committee will review the application and provide a summary report of comments to the applicant.
- C. Upon receipt of comments, the applicant shall have the option to make revisions to the final plat and plans based on the comments prior to being forwarded to the Planning Commission or may request that the application be forwarded to the Planning Commission without revisions. In all cases, the Development Review Committee will forward their report to the Planning Commission.
- ~~D. The City Engineer or engineering consultant(s) to the city shall have the authority to make a decision on the improvement plans and subdivider's agreement prior to review of the final plat by Planning Commission and City Council based on comments and revisions suggested by the Development Review Committee and other agencies having jurisdiction. (Ord. 24-33. Passed 3-25-2024.)~~
- D. Construction of Improvements. All improvements shall be constructed in accordance with the subdivider's agreement in Section 1238.05: Subdivider's Agreement.

Section No. 2: That Planning and Zoning Code Section 1214.05(c)(8) is hereby amended as follows:

*Step 8 – Review and Recommendation on the Final Plat **or Improvement Plan** by the Planning Commission.*

- A. The Planning Commission shall review the final plat **or improvement plan** at its next regularly scheduled meeting, or at a special meeting, after the final plat is submitted and determined to be complete.

- B. The Planning Commission shall make a recommendation to approve, approve with conditions, or deny the final plat **or improvement plan**. The Planning Commission may also continue the meeting if questions regarding the **final plat or improvement plan** are not satisfactorily answered by the applicant.
- C. The Planning Commission shall make a recommendation within 60 days of the filing of the final plat (Step 6) **or a complete application for an improvement plan** unless the Planning Commission and subdivider agree to an extension of this time frame. If the Planning Commission fails to act within the 60 days or there is no agreement for an extension of time, the application for **the final plat or improvement plan** will be considered approved.
- D. If the Planning Commission denies the final plat **or improvement plan**, the applicant shall not move forward in the review process until there has been a recommendation for approval by the Planning Commission.

Section No. 3: That Planning and Zoning Code Section 1214.09(d)(1) is hereby amended as follows:

The applicant shall ~~submit a completed application for a zoning permit and start work~~ **obtain applicable building permit(s)** within one year, of the date the variance was approved, or the approval shall expire.

Section No. 4: That Planning and Zoning Code Section 1224.01(f)(9)(C) is hereby amended as follows:

Generators ~~and~~ **or** HVAC Equipment.

- A. All generators must be located on a paved surface and shall be set back a minimum of three feet from all lot lines. HVAC equipment may be located on a paved surface or attached to the principal building.
- B. Generators ~~and~~ **or** HVAC equipment shall be located in the rear yard, to the maximum extent feasible and shall be set back a minimum of three feet from all lot lines.
- C. ~~If generators or HVAC equipment are located in the side yard, such equipment shall be screened from view of adjacent properties along the side lot line at a minimum distance of three feet.~~
- C** ~~D~~. Generators or HVAC equipment may be permitted in the front yard if approved as a conditional use with the following considerations:
 - 1. The generators or HVAC equipment must be screened by a solid wall that is architecturally compatible with the principal building in color and materials, that is connect to the principal building, and that does not exceed four feet in height.
 - 2. The generators or HVAC equipment shall not extend more than six feet from the front façade of the principal building and the screening wall shall not be located more than seven feet from the front façade.
 - 3. The wall shall not be wider than six feet and shall screen the entirety of the equipment.
- D** ~~E~~. Such screening requirements shall not apply when the **generators or** HVAC system is to be located in a side yard adjacent to a lot in a nonresidential zoning district.

Section No. 5: The Planning and Zoning Code Table 1214-1 is hereby amended as follows:

Table 1214-1: Summary of Review Procedures and Meeting/Hearing Type						
Review Procedure	See Section	City Council	Planning Commission	Zoning Board of Appeals	Historic Preservation Commission	Code Administrator
Code text or map amendment	1214.02	PH/D	PM/R			
Conditional use	1214.03	PM/D	AH/R			
Minor subdivision	1214.04					D
Major subdivision: preliminary plat	1214.05	PM/D	PM/R			
Major subdivision: Improvement Plans	1214.05	PM/D	PM/R			
Major subdivision: final plat		PM/D	PM/R			
Site plan	1214.06		PM/D			
Certificate of appropriateness	1214.07				PM/D	
Designation of landmark or historic district	1214.08	PH/D	PH/R		PM/R	
Variance	1214.09			AH/D		
Zoning permit	1214.10					D
Appeals	1214.11			AH/D		
Interpretation of the code	1214.12					D
MUO development plan	1218.03	PH/D	PM/R			
PUD modification	1220.03	See § 1220.03				
RPD development plan	1222.03	PH/D	PH/R			
Abbreviations:						
PH = Public Hearing			R = Recommendation			
AH = Adjudication Hearing			D = Decision			
PM = Public Meeting						

Section No. 6: That Planning and Zoning Code Section 1226.01(e)(4) is hereby amended as follows:

K. Unenclosed platforms, porches, landings, steps, terrace, decks, terraces or other similar features not extending above the first-floor level of a building, or any combination thereof, may extend six feet into the required front yard setback **and rear yard setback**, and three feet into the required side yard setback. Such encroachment shall not cover more than 50 percent of the applicable façade width; and

Section No. 7: That Planning and Zoning Code Table 1226-7 is hereby amended as follows:

Table 1226-7: Minimum Setback Requirements for Nonresidential Districts						
Required Setback	Minimum Setback in Feet					
	B-1	B-2	B-3	I-1	I-2	P-I
Front yard setback for lots with frontage on Lear road	40	40	0	60	60	20
Front yard setback	30	30	0	60	60	20
Front yard setback of a corner lot adjoining the secondary street in a non-residential zoning district				30	30	
Side and rear yard setbacks adjacent to a residential zoning district	35	35	20	75	75	10 Side 20 Rear
Side and rear yard setbacks adjacent to a nonresidential zoning district	10	10	5	25	25	10 Side 20 Rear

Section No. 8: That Planning and Zoning Code Section 1234.05(a) is hereby amended as follows:

(a) *Access for single-family and multi-family dwellings.* Access for residential uses shall be as follows:

- (1) For single-family dwellings, no more than two access driveways shall be permitted, per unit, ~~with a minimum width of~~. Each driveway must be at least 10 feet wide and no more than a maximum width of 30 feet wide for each driveway as measured at the curb. The maximum width of the driveway at any point on the lot cannot exceed 50% of the dwelling width.
- (2) For multi-family dwellings, no more than two access driveways into the off-street parking area shall be permitted with a minimum width of 20 feet and a maximum width of 40 feet for each driveway as measured at the curb and being no wider than 50% of the dwelling width at any point. For multi-family dwellings that have garage driveway access or parking spaces directly accessible to a private street, the Planning Commission may authorize wider driveway widths.
- (3) Residential driveways and parking pads shall meet the setback requirements of Section 1224.01(b)(12).
- (4) Where the main or principal structure is demolished in any residential zoning district, all driveways and paved surfaces shall also be cleared from the site.

Section No. 9: That Planning and Zoning Code Section 1234.22(b) is hereby amended as follows:

(b) *Applicability.* A TIA shall be required in the following cases:

- (1) Any zoning map amendment application that seeks to rezone properties from R-1A, R-1B, R-1C, or R-1D to an R-2 or R-3 zoning district;
- (2) Any application for a RPD Development Plan where there is a proposed density of four units per acre or more and the site is located adjacent to a R-1A, R-1B, R-1C, or R-D District;
- (3) Any application for a MUO Development Plan; and
- (4) Any ~~site plan~~ application to ~~Planning Commission~~ that due to its size, density, traffic generation rates, or location, can reasonably be expected to create traffic issues, as determined by the **Development Review Committee**, ~~City Engineer or engineering consultant(s) to the city~~, **is** required to submit a TIA.

Section No. 10: That Planning and Zoning Code Section 1236.10(b) is hereby amended as follows:

(b) *Freestanding signs in nonresidential districts.* All freestanding signs in ~~nonresidential districts~~ **B-1, B-2, B-3, I-1, and I-2** districts shall be monument signs that meet the following requirements:

- (1) A freestanding sign is only permitted in the B-3 District when the principal building is set back a minimum of 10 feet from the right-of-way.
- (2) The monument sign shall be set back minimum of seven feet from the right-of-way and 15 feet from any adjacent lot lines. In the B-3 District, the sign shall not be required to be set back from the right-of-way.
- (3) Only one monument sign shall be permitted along each street frontage. One additional monument sign may be allowed on the same street frontage provided there is a minimum lot width of 200 feet and the signs are separated by at least 100 feet.
- (4) The maximum sign area permitted, per sign, shall be 32 square feet in the B-3 District and 40 square feet in all other nonresidential zoning districts.
- (5) The maximum sign height shall be seven feet
- (6) Monument signs may include manual changeable copy signs or electronic message centers as regulated by this chapter.
- (7) Where a freestanding sign serves a multi-tenant building, it shall be the responsibility of the property owner to determine the messaging on the sign.
- (8) Exposed sign foundations shall be constructed with a finished material such as brick, stone or wood.

Section No. 11: 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. 12: That this Ordinance shall be in full force and effect from and after 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 ALLOWING BEER AND WINE TO BE SOLD, SERVED, DISPENSED, AND CONSUMED FOR ONE DAY AT SUMMERFEST, TO BE HELD AT MILLER ROAD PARK ON JUNE 21, 2025, AND DECLARING AN EMERGENCY.

WHEREAS, Subsection 1070.02(i)(1) of the Codified Ordinances of the City prohibits the sale of intoxicating liquor in any park; and

WHEREAS, the Friends of the Park in Avon Lake, Inc., have requested to hold Summerfest at Miller Road Park on June 21, 2025; and

WHEREAS, to permit alcohol to be consumed at Summerfest, Council must adopt an ordinance creating a one-time exception to the prohibition of Subsection 1070.02(i)(1) of Avon Lake Codified Ordinances.

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

Section No. 1: That, notwithstanding the prohibition set forth in Subsection 1070.02(i)(1) of the Codified Ordinances of the City of Avon Lake, the Friends of the Park in Avon Lake, Inc., shall be permitted to sell, serve, and allow the consumption of beer and wine at Summerfest, to be held at Miller Road Park on June 21, 2025.

Section No. 2: That, provided the necessary State of Ohio liquor permits are obtained, beer and wine may be sold, served, distributed, and consumed at Summerfest, to be held at Miller Road Park on June 21, 2025.

Section No. 3: That nothing in this Ordinance shall be construed to modify or repeal the prohibition set forth in Subsection 1070.02(i)(1) of the Codified Ordinances of the City of Avon Lake regarding the presence of intoxicating liquor or intoxicated persons at any park, beach, park building, or recreational area (including, but not limited to, the Folger Home, the Lake House, and the Peter Miller House). Furthermore, this Ordinance shall not permit the sale, service, distribution, or consumption of beer, wine, or any other intoxicating liquor at Miller Road Park on any date other than that specifically authorized in Section Nos. 1 and 2 of this Ordinance.

Section No. 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 5: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to file the necessary paperwork in a timely manner to permit alcohol to be consumed at Summerfest, thus for the public 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