



## VOTING ORDER

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

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

The following business is to be considered at the regular meeting of the Avon Lake City Council on June 23, 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: April 28, 2025, Council Meeting.

### Correspondence

### Reports

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

### Audience Participation

### Motions

Authorizing the City Engineer and Public Works Director to advertise Requests for Qualifications (RFQ) for Country Club Bridge Design. *Sponsor: J. Fenderbosch*

Permitting Mr. Arnold to be excused from voting on Ordinance Nos. 25-124, 25-125, and 25-126 pursuant to Codified Ordinance 220.19(b). *Sponsor: J. Fenderbosch*

Establishing the Boards and Commissions Structure Review Ad Hoc Committee with Members Kamber Herrmann, Dale Slivinski, and Larry Sansom. **Sponsor: J. Fenderbosch**

Approving the Avon Center Estates No. 2, Phase VI, Preliminary Plat, as recommended by Planning Commission on June 3, 2025, subject to the following conditions:

- (1) Clarify street frontage for lots 331, 311, 301, 303, 310, 295, 300;
- (2) Add note that Spyglass Court cul-de-sac island is to be maintained by the HOA;
- (3) Identify the location of cluster mailbox unit;
- (4) Add a minimum 15-foot corner radii at all intersections;
- (5) Revise Spyglass Court right-of-way to a minimum 65-foot radius; and
- (6) Install individual storm sewer laterals for each rear yard drain.

**Sponsor: G. Smith**

### **Legislation**

#### **Third Reading:**

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

#### **Second Readings:**

**Ordinance No. 25-112, AN ORDINANCE ENACTING CODIFIED ORDINANCE CHAPTER 1470: DEMOLITION. *Sponsor: A. Gentry***

**Ordinance No. 25-113, AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 1438: LICENSING OF CONTRACTORS DEFINED, AND CODIFIED ORDINANCE CHAPTER 1468: UNSAFE BUILDINGS. *Sponsor: A. Gentry***

**Resolution No. 25-115, A RESOLUTION ADOPTING AND DECLARING THE 2026 TAX BUDGET AND DECLARING AN EMERGENCY. → *Sponsor: K. Zuber***

**Ordinance No. 25-116, AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 220: COUNCIL. *Sponsor: J. Fenderbosch***

#### **First Readings:**

**Ordinance No. 25-117, AN ORDINANCE AWARDING A CONTRACT FOR THE 2025 CRACK SEALING PROGRAM TO SPECIALIZED CONSTRUCTION, INC., AND DECLARING AN EMERGENCY. → *Sponsor: J. Fenderbosch***

**Ordinance No. 25-118, AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR CONSTRUCTION OF THE 2025 WATER BUNDLE PROJECT BETWEEN AVON LAKE BOARD OF MUNICIPAL UTILITIES, DBA AVON LAKE REGIONAL WATER, THE CITY OF AVON LAKE, AND THE OHIO WATER DEVELOPMENT AUTHORITY AND DECLARING AN EMERGENCY.**

**→*Sponsor: J. Fenderbosch***

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→ Suspension of the rule requiring three readings

**Resolution No. 25-119**, A RESOLUTION AUTHORIZING THE MAYOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION (OPWC) STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED AND DECLARING AN EMERGENCY. →*Sponsor: J. Fenderbosch*

**Ordinance No. 25-120**, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TERMINAL READY-MIX FOR THE FURNISHING OF READY-MIX CONCRETE AND DECLARING AN EMERGENCY. →*Sponsor: J. Fenderbosch*

**Ordinance No. 25-121**, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WESTVIEW CONCRETE CORP. FOR THE FURNISHING OF READY-MIX CONCRETE AND DECLARING AN EMERGENCY. →*Sponsor: J. Fenderbosch*

**Ordinance No. 25-122**, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AREA AGGREGATES, LLC, FOR STREET RESURFACING MATERIALS AND DECLARING AN EMERGENCY. →*Sponsor: J. Fenderbosch*

**Ordinance No. 25-123**, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KOKOSING MATERIALS, INC., FOR STREET RESURFACING MATERIALS AND DECLARING AN EMERGENCY. →*Sponsor: J. Fenderbosch*

**Ordinance No. 25-124**, AN ORDINANCE AUTHORIZING ENGINEERING CONSULTANT SERVICES FROM BRAMHALL ENGINEERING & SURVEYING COMPANY FOR CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION OF WALKER ROAD PAVING PROJECT, PHASE 5, AND DECLARING AN EMERGENCY. →*Sponsor: J. Fenderbosch*

**Ordinance No. 25-125**, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BRAMHALL ENGINEERING & SURVEYING COMPANY FOR DESIGN SERVICES AND BID ASSISTANCE FOR THE WALKER ROAD REHABILITATION PROJECT, PHASE 6, AND DECLARING AN EMERGENCY.  
→*Sponsor: J. Fenderbosch*

**Ordinance No. 25-126**, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BRAMHALL ENGINEERING & SURVEYING COMPANY FOR DESIGN SERVICES AND BID ASSISTANCE FOR THE 2026 ROAD PROGRAM AND DECLARING AN EMERGENCY. →*Sponsor: J. Fenderbosch*

**Ordinance No. 25-127**, AN ORDINANCE APPROVING THE FINAL PLAT FOR SANDRIDGE RUN AND DECLARING AN EMERGENCY. →*Sponsor: G. Smith*

**Ordinance No. 25-128**, AN ORDINANCE APPROVING THE FINAL PLAT FOR PORT SIDE TOWNHOUSE SUBDIVISION AND DECLARING AN EMERGENCY. →*Sponsor: G. Smith*

**Ordinance No. 25-129**, AN ORDINANCE AMENDING CHAPTER 474: BICYCLES AND MOTORCYCLES GENERALLY AND DECLARING AN EMERGENCY. →*Sponsor: D. Kos.*

**Ordinance No. 25-130, AN ORDINANCE IMPOSING A MORATORIUM ON THE USE OF RESIDENTIAL PROPERTY FOR SHORT-TERM RENTAL AND DECLARING AN EMERGENCY.**

→*Sponsor: D. Kos.*

**Ordinance No. 25-131, AN ORDINANCE AWARDED A CONTRACT FOR THE 2025 WATERLINE BUNDLE PROJECT TO UNDERGROUND UTILITIES, INC., AND DECLARING AN EMERGENCY.** →*Sponsor: J. Fenderbosch*

### **Public Input**

### **Miscellaneous Business and Announcements**

### **Adjournment**

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 **or improvement plan** 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~~ (Step 6) 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:

<b>Table 1214-1: Summary of Review Procedures and Meeting/Hearing Type</b>						
<b>Review Procedure</b>	<b>See Section</b>	<b>City Council</b>	<b>Planning Commission</b>	<b>Zoning Board of Appeals</b>	<b>Historic Preservation Commission</b>	<b>Code Administrator</b>
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			
<b>Abbreviations:</b>						
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:

<b>Table 1226-7: Minimum Setback Requirements for Nonresidential Districts</b>						
<b>Required Setback</b>	<b>Minimum Setback in Feet</b>					
	<b>B-1</b>	<b>B-2</b>	<b>B-3</b>	<b>I-1</b>	<b>I-2</b>	<b>P-I</b>
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.

1<sup>st</sup> reading: 5/27/2025  
 2<sup>nd</sup> reading: 6/09/2025  
 3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor

AN ORDINANCE ENACTING CODIFIED ORDINANCE CHAPTER 1470: DEMOLITION.

WHEREAS, the City of Avon Lake desires to establish a uniform and comprehensive process for the safe and environmentally responsible demolition of buildings and structures within City limits to protect the health, safety, and welfare of its residents; and

WHEREAS, the proposed Chapter 1470 includes requirements for permits, environmental safeguards, insurance and bonding, and demolition site restoration to ensure that demolition activities do not pose a risk to neighboring properties, residents, or the environment; and

WHEREAS, the City recognizes the necessity of adopting procedures that are consistent with federal, state, and local regulations, including the Ohio Environmental Protection Agency, the Ohio Building Code, and other relevant authorities, to promote responsible development and public safety; and

WHEREAS, the Building and Utilities Committee, in coordination with the Law Department and other relevant City staff, has thoroughly reviewed, developed, and recommended the adoption of Chapter 1470 to ensure responsible and regulated demolition practices in the City of Avon Lake; and

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

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

Section No. 1: That Chapter 1470: Demolition, is hereby enacted, as shown on Exhibit A, 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.

1<sup>st</sup> reading: 6/09/2025

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 1438: LICENSING OF CONTRACTORS DEFINED, SECTION 1438.01 CONTRACTOR DEFINED, AND CODIFIED ORDINANCE CHAPTER 1468: UNSAFE BUILDINGS.

WHEREAS, the Building and Utilities Committee, in coordination with the Law Director and other relevant City staff, has recommended amending Codified Ordinance Chapters 1438 and 1468; and

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

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

Section No. 1: That Codified Ordinance Chapter 1438.01 is hereby amended as follows:

**1438.01 CONTRACTOR DEFINED.**

For the purpose of this chapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

***CONTRACTOR.***

(1) Any individual, firm, copartnership, corporation, association or other organization, or any combination thereof, who or which, by himself, herself or itself, or by or through others, constructs, alters, repairs, adds to, subtracts from, reconstructs or remodels any building, structure or appurtenance thereto, or who or which undertakes, offers to undertake, purports to have the capacity to undertake or submits a bid to undertake any of the foregoing activities.

(2) In addition to general contractors, the term includes subcontractors and specialty contractors whose operations as such are the performance of construction work requiring special skill, or whose principal contracting business involves the use of specialized building trades or crafts, such as, but not limited to, plumbers, excavators, carpenters, masons, concrete finishers, tinnerns, sewer installers, heating equipment installers, sign erectors, roofers, dry wall applicators, lathers, plasterers and/or building movers. **CONTRACTOR** does not include painters, laborers hired on an hourly basis, floor finishers, insulators and tile applicators.

(3) Persons or entities who are involved in demolition of buildings in whole or in part in accordance with Chapter 1470, are subject to the requirements stated therein.

Section No. 2: That Codified Ordinance Chapter 1468: Unsafe Buildings, is hereby amended as follows:

**1468.10 DEMOLITION PROCESS.**

All demolitions shall comply with Chapter 1470 of the Codified Ordinances.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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. 4: That this Ordinance shall be in full force and effect from and after the earliest period allowed by law.

1<sup>st</sup> reading: 6/09/2025

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

A RESOLUTION ADOPTING AND DECLARING THE 2026 TAX BUDGET AND  
DECLARING AN EMERGENCY.

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

Section No. 1: That Council of the City of Avon Lake hereby adopts the 2025 requirements of several City funds as the 2026 Tax Budget and submits it to the Lorain County Budget Commission, as required by State Law and shown on Exhibit A, which is attached hereto and made a part hereof.

Section No. 2: That the Finance Director of the City of Avon Lake is directed to submit this Resolution to the Auditor of Lorain County.

Section No. 3: 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. 4: That this Resolution is hereby declared to be an emergency measure, the emergency being the immediate necessity of adopting the 2026 Tax Budget and submitting it to the Lorain County Budget Commission. Therefore, this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1<sup>st</sup> reading: 6/09/2025

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

# CITIES TAX YEAR 2025 ANNUAL BUDGET OF ESTIMATED REVENUES and EXPENDITURES

Date: July 8, 2024

Per Ohio Revised Code Section 5705.281 The Budget Commission of Lorain County, Ohio requests the following information to be completed and returned to the Lorain County Auditors Office, by July 19th in order to perform its duties.

## AVON LAKE CITY

FUND	ESTIMATED UNENCUMBERED BALANCE January 1, 2025	ESTIMATED REAL ESTATE TAXES	ESTIMATED LOCAL GOVERNMENT ALLOCATION 2025	OTHER SOURCES	TOTAL	ESTIMATED EXPENDITURES	OVER/UNDER REVENUE
General Fund	\$ 1,004,854.10	\$ 6,914,979.00	\$ 533,822.00	\$ 15,267,461.00	\$ 23,721,116.10	\$ 21,342,912.00	\$ 2,378,204.10
TIF Fund	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
Special Revenue Funds	\$ 9,397,703.32	\$ 3,248,712.00		\$ 24,643,620.00	\$ 37,290,035.32	\$ 28,591,989.71	\$ 8,698,045.61
Debt Service Funds	\$ 2,212,456.76	\$ 329,985.00		\$ 2,435,000.00	\$ 4,977,441.76	\$ 2,182,851.00	\$ 2,794,590.76
Capital Project Funds	\$ 6,377,015.00	\$ -		\$ 3,801,020.00	\$ 10,178,035.00	\$ 5,669,000.00	\$ 4,509,035.00
Special Assessment Fund	\$ 1,273,885.66	\$ -		\$ 107,500.00	\$ 1,381,385.66	\$ 107,500.00	\$ 1,273,885.66
Enterprise Funds	\$ 30,917,756.28	\$ -		\$ 59,549,000.00	\$ 90,466,756.28	\$ 59,174,000.00	\$ 31,292,756.28
Internal Service Funds	\$ 12,435.94	\$ -		\$ 1,000.00	\$ 13,435.94	\$ 1,000.00	\$ 12,435.94
Trust and Custodial Fund	\$ 70,264.81	\$ -		\$ 25,000.00	\$ 95,264.81	\$ 33,000.00	\$ 62,264.81
	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 51,266,371.87	\$ 10,493,676.00	\$ 533,822.00	\$ 105,829,601.00	\$ 168,123,470.87	\$ 117,102,252.71	\$ 51,021,218.16

AVON LAKE CITY - FINANCE DIRECTOR

SIGNATURE AND TITLE: Edward Allderman, Finance Director

\*\*\*SUBJECT TO FURTHER REVIEW BY  
BUDGET COMMISSION



AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 220: COUNCIL.

WHEREAS, Council has recommended amending Codified Ordinance Chapter 220;  
and

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

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

Section No. 1: That Codified Ordinance Chapter 220 is hereby amended as follows:

CHAPTER 220: COUNCIL

§ 220.01 MEETINGS.

(a) Regular meetings.

(1) The regular meetings of Council shall be held at 7:00 p.m. on the second and fourth Mondays of each month, with the following exceptions:

- A. ~~of the months of July and August, when Council shall meet on the second Monday;~~ meeting shall be
- B. ~~of July and on the August meeting shall be on the fourth Monday of August; and~~
- C. ~~the month of December , when Council shall meet on the second and third Mondays.~~ meeting shall be
- D. **Holidays:** ~~As a further exception, when a day fixed for any regular meeting falls upon a day designated by law as a legal, or national or locally observed holiday or the day preceding a day designated by law as a legal, or national or locally observed holiday, such meeting shall be held at the same hour within the preceding or succeeding seven days, on a date to be rescheduled for the same time on a date as selected by a majority vote of the members of Council that occurs within seven days or after the date the meeting would have been held but for such holiday. As a final exception, when a day fixed for any regular meeting falls upon a day observed by residents of the city as a holiday or the day preceding a day observed by residents of the city as a holiday, such meeting may be held at the same hour within the preceding or succeeding seven days on a date to be selected by a majority vote of Council.~~ If the regular meeting falls upon a day designated by law as a legal, or national or locally observed holiday or the day preceding a day designated by law as a legal, or national or locally observed holiday, such meeting shall be held at the same hour within the preceding or succeeding seven days, on a date to be rescheduled for the same time on a date as selected by a majority vote of the members of Council that occurs within seven days or after the date the meeting would have been held but for such holiday.

(2) A written record of the items covered and discussed at the meeting shall be kept by the Clerk of Council.

(b) Special meetings.

(1) Special meetings of the members of Council may be called convene in the following manner:

- A. A majority vote of members of Council shall constitute a quorum present at any regular or special meeting;
- B. A call of the Clerk of Council, upon written request of either the Mayor or the Council President; or
- C. A call of the Clerk of Council, upon written request of three members of Council, as provided by Section 8B of the City Charter.

(2) However, if the call for a special meeting is under the authority of division (b)B or (b)C of this section, then 24-hour notice, in writing, of such special meeting shall be given to each member of Council and the Mayor by personal service or by leaving such written notice at their usual places of residence, except that such notice shall be held to have been waived by attendance at the special meeting.

(3) A written record of the items covered and discussed at the meeting shall be kept by the Clerk of Council.

(c) Collective committee meetings.

(1) For purposes of the exchange of information, to review Council committee items, and to formulate the regular meeting agenda, collective committee meetings will may be held on the Monday immediately prior to the regular Council meeting. ~~(if needed), in accordance with the collective committee meeting policy implemented on November 3, 1998. All r~~ Requests for legislation shall may be presented either at the collective committee meetings or to the appropriate committee of Council.

(2) Written notice of collective committee meetings shall be given by the Clerk of Council at least 72 hours prior to the date and time of the collective committee meeting.

~~(2 3)~~ A written record of the items covered and discussed at the collective committee meeting shall be kept by the Clerk of Council.

(d) Work sessions meeting.

(1) For purposes of providing detailed information on a topic of interest or importance to the residents of the city, members of Council or the Mayor may request a work session of the members of Council. ~~Written~~ Upon approval of the Council President or a majority of members of Council, notice of the same work session shall be given by the Clerk of Council at least 72 hours prior to the date and time of the work session.

(2) A written record of the items covered and discussed at the work session shall be kept by the Clerk of Council.

(e) Executive sessions.

(1) ~~Council,~~ ~~a~~ At the request of the Mayor or any member of Council, and upon an affirmative majority roll call vote of at least four members, **members of Council** may meet in executive session immediately before, during or immediately following any regular meeting, special meeting or work session ~~meeting~~ of Council, with or without **the presence of** any party or parties deemed necessary, for any purpose permitted by the laws of the state as were enacted and as are in full force and effect on the date this section becomes effective.

(2) **Persons who are not members of Council may only attend if invited by a member of Council. Information discussed at executive sessions shall not be disclosed without consent of Council.**

(f) Quorum.

(1) A majority of **the members of** Council ~~members~~ shall constitute a quorum to do business, but a lesser number may adjourn from day to day and may compel the attendance of absent members in the manner and under such penalties as may be prescribed by ordinance.

(2) No member of Council or ~~ex-officio member~~ **the Mayor, the Law Director, the Finance Director, and/or the Public Works Director** thereof shall leave the Council Chamber or its immediate environs without the general consent of **the members of** Council as provided in § 220.20, subject to censure at ~~it's~~ the **members of Council's** discretion.

(3) When a quorum is not present, no member **of Council** shall be required to remain in the Council Chambers longer than one-half hour after the appointed time set for the meeting.

(g) Advance notification of time, place and agenda of regular and special meetings.

(1) Any person may be notified of the time and place of all regularly scheduled meetings, and the time, place and purpose of all special meetings, upon written request to the Clerk of Council, ~~which written request shall include delivery to the Clerk of a self-addressed, stamped envelope, to be provided by the person so requesting for the purpose of mailing notices to such person, and a list of the said meetings for which such reasonable advance notification is being sought.~~

(2) The Clerk of Council shall post the agenda of all regularly scheduled meetings, and the time, place and purpose of all special meetings, not later than ~~75~~ **72** hours immediately preceding such scheduled meetings, on **the City's website and** a public bulletin board located at the City Hall, whereby any person may opt to determine such information as is contained in such posted agenda, ~~in lieu of the means provided in division (f)(1) of this section, during the normal business hours set for the City Hall.~~

~~(3) Additionally, any person may, upon request and payment of the fee set forth in § 208.01(d)(5), obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed.~~

#### § 220.02 ATTENDANCE OF CERTAIN DEPARTMENT OFFICIALS.

The Mayor, the Law Director, the Public Works Director, the Finance Director and the Clerk of Council shall be seated at the Council ~~table~~ **dais** at designated positions and shall attend all meetings of Council unless excused. Their attendance shall be recorded in the initial roll call taken for attendance purposes, and they shall be entitled to speak on matters affecting their respective departments.

#### § 220.03 POWERS AND DUTIES.

The Mayor, **the** members of Council, the Law Director, the Finance Director, the Public Works Director, the Clerk of Council, and all other elected or appointed officers of the city shall exercise the powers and perform the functions, with respect to the proceedings of Council, that are vested in or enjoined upon them by either the City Charter, the ordinances of the city or the general laws of the state.

#### § 220.04 COUNCIL PRESIDENT.

(a) Not later than ~~30~~ **seven** days after the **certification of** general election **results by the Board of Elections** ~~in November~~, the **presiding** Council President shall ~~call~~ **convene** a meeting ~~with~~ **of** the Council-elect. ~~for~~ **The sole purpose of this meeting shall be to electing a** the Council President **and President Pro Tempore** for the new **upcoming** term.

(b) The Council President shall act as presiding officer at all regular meetings, special meetings, collective committee meetings and work sessions of Council and shall be responsible for the orderly function and coordination of all Council activities.

(1) In the absence of the Council President, the President Pro Tempore shall ~~call~~ **convene** meetings to order and preside at said meetings. The President Pro Tempore shall be elected by the **members of** Council at its organizational meeting and shall continue to be the President Pro Tempore throughout the term of said Council.

(2) In the absence of the Council President and the President Pro Tempore, the ~~Secretary~~ **Clerk of Council** or any member of Council **present with the most seniority** should ~~call~~ **convene** the meeting to order and Council, by motion, should immediately elect a Chairperson to preside at said meeting.

#### § 220.05 STANDING COMMITTEES.

(a) Within ~~21~~ **19** days following the Council President's election, the Council-elect shall meet again to discuss committee assignments, with Chairpersons recommended by the Council President-elect. Such assignments shall be confirmed by a majority of **the members of** Council at ~~its~~ **their** organizational meeting.

(b) The following standing committees shall perform the duties prescribed in this section.

(1) ~~(g)~~ Building and Utilities Committee.

- A. All ordinances, resolutions and other matters relating to water, storm, sanitary, and combined sewers, additions, repairs, and improvements of storm, sanitary, and combined sewers, hydrants, electrical lines, gas lines, index of line breaks, installations of sewers to enclose open ditches, and sewage disposal, sewer assessments and such matters referred to the Building and Utilities Committee under the jurisdiction of the city and Avon Lake Regional Water, are the responsibility of the Building and Utilities Committee for study and report to Council.
- B. The Chair of the **Buildings and Utilities** Committee will attend Avon Lake Regional Water public meetings when possible.
- C. Reviews of the Building Department objectives and goals, public transportation, railroad crossings, issues pertaining to water, gas **and** shoreline protection. In addition, maintenance of ditches, catch basins, electrical light and power matters shall be considered and recommended.
- D. Reviews city utility contracts with power distribution including streetlights.
- E. Works with other committees related to renewable energy.

(2) ~~(d)~~ Communications, Environmental, and Recreational Programming Committee.

- A. ~~(1)~~ All ordinances, resolutions and other matters relating to natural resources and environmental protection shall be referred to the Communications, Environmental, and Recreational Programming Committee for investigation and recommendation to Council.
- B. ~~(2)~~ All ordinances, resolutions and other matters relating to the **Digital Media Communications and Technology** Department, ~~the municipally~~ **and the city-owned television station cable access channels and studio**, including telephones, computer hardware or software, social media, city website, marketing and community outreach.
- C. ~~(3)~~ One member of the Communications, Environmental, and Recreational Programming Committee shall serve as an ex officio member of the Environmental Affairs Advisory Board.
- D. ~~(4)~~ One member of the Communications, Environmental, and Recreational Programming Committee shall serve as an ex officio member of the Avon Lake ~~Digital Media~~ **Communications and Technology** Commission.
- E. ~~(5)~~ City website and all forms of social media communications and community outreach and noted technology.
- F. ~~(6)~~ Reviews the Recreation Department objectives and goals along with recreational programming (includes youth and senior services and other recreational activities).

- G. ~~(7)~~ Proposes green renewable energy and alternative energies.
  - H. ~~(8)~~ Oversees issues of information technology within Council Chamber and the city including network security, radios and all other communications.
  - I. ~~(9)~~ Continues reviewing and lobbying to protect the shores of Lake Erie.
  - J. ~~(10)~~ Proposes arts and humanities programming.
- (3) Economic Development Committee.
- A. All ordinances, resolutions and other matters relating to economic development and involving the ~~office of Economic~~ Community Development Department, including, but not limited to, retaining existing businesses and attracting new businesses to Avon Lake shall be referred to the Economic Development Committee for study, investigation and recommendation to Council, except that such referral on a particular matter may be waived by the Council President upon the Mayor's request and ~~advise~~ advice that timely consideration of such matter by Council is necessary or appropriate.
  - B. Works with members of the Community Improvement Corporation ~~Board~~.
- (4) ~~(b)~~ Finance Committee.
- A. All ordinances, resolutions, and other matters relating to finances, indebtedness, appropriations, payment of moneys and taxation, and all matters involving the office of the Finance Director and insurance and pensions of employees, shall be referred to the Finance Committee for study, investigation, and reporting to members of Council.
  - B. As provided in Chapter ~~296~~ 270, members of the Finance Committee shall also serve as members of the Audit Committee.
  - C. Oversees the ongoing review of city budget, annual appropriations, bond issues, levies, and possible legal issues affecting the city.
  - D. ~~The committee should~~ Reviews the goals and objectives of the Finance Department.
- (5) ~~(c)~~ Human Resources Committee.
- A. ~~(1)~~ All ordinances, resolutions and other matters relating to the hiring or promotion of new or existing employees, the grade and step increases of qualifying city employees, the determination of grades and steps for newly created positions, the writing or amending of job descriptions and other matters involving the office of Human Resources pertaining to Chapter 258 shall be referred to the Human Resources Committee for a recommendation to members of Council.
  - B. ~~(2)~~ All ordinances, resolutions and other matters relating to negotiations of wage and salary increases for ~~municipal~~ city employees, and the provision of fringe

benefits for such employees and special programs, shall be considered and recommended by the Human Resources Committee to Council.

- C. ~~(3)~~ The Committee shall include among its members the Chairpersons of the Finance and Public Safety and Health Committees. A member of the Board of Municipal Utilities and a member of the Civil Service Commission shall serve as ex officio members, without a vote.
  - D. ~~The Committee should~~ Review the goals and objectives of the Human Resources Department.
- (6) ~~(4)~~ Public Safety and Health Committee.
- A. All ordinances, resolutions and other matters relating to the Police Department and the Fire Department including, but not limited to, inspections, traffic regulations, pedestrian safety, nuisances and safety in the city shall be referred to the Public Safety and Health Committee for investigation. In addition, review of the noted departments' objectives and goals.
  - B. Includes Homeland Security, emergency community preparedness, school safety, bike safety, and works with the County Board of Health on services and health related issues in the community.
  - C. Review and study all emergency vehicles, emergency communication matters, emergency response apparatus, and special task forces ~~will be reviewed and studied through this Committee.~~
- (7) ~~(5)~~ Public Service Committee.
- A. ~~(1)~~ Referrals to Committee. All ordinances, resolutions and other matters relating to the construction, maintenance and acquisition of facilities, buildings, infrastructure, lands, shoreline, trees, and other vegetation owned by the city or proposed to be acquired by ~~it~~ the city, the lease or sale of facilities, buildings, infrastructure and lands not needed for municipal purposes, and matters relating to streets, bike paths, sidewalks, planning, zoning and city buildings and lands including parks shall be referred to the Public Service Committee for study, investigation and report to members of Council.
  - B. ~~(2)~~ Oversight of Right-of-Way Infrastructure. The Committee ~~is in charge of~~ shall oversee all matters pertaining to the construction, repair, maintenance and inspection of streets, bike paths and sidewalks, ~~together with~~ street cleaning, waste collection and disposal, street and highway improvements, grading, assessments, and other matters relating to that area within the right-of-way.

- C. ~~(3)~~ **Oversight of Public Services and Facilities.** The Committee ~~is in charge of~~ **shall oversee** operations relating to public services, including **but not limited to:**
  - i. **Maintaining** an inventory of Brownfields, historic properties, **and** historic districts. ~~and it shall~~
  - ii. **Recommending** the ~~obtaining and replacing~~ **acquisition and replacement** of equipment, vehicles and materials used by the Public Works Department, Recreation Department, ~~Municipal City Engineer, Code Administrator~~ **Community Development Department** and Building Department.
  - iii. ~~The Committee is responsible~~ **Responsibility** for the maintenance of public parks, playgrounds, and beaches.
- D. ~~(4)~~ **Review Planning, Zoning, Department Review.** The Committee shall review and monitor the objectives and goals of the Community Development Department, Engineering Department, and Public Works Department ~~regarding objectives and goals.~~
- E. ~~(5)~~ **Housing Property Review.** The Committee shall oversee matters relating to **property** inspection and enforcement **of building and maintenance codes.**
- F. ~~(6)~~ **Arts and Humanities (infrastructure/facilities).** The Committee shall be responsible for matters related to the arts and humanities as they pertain to **infrastructure and city facilities.**

#### § 220.06 SPECIAL COMMITTEES.

Special committees of Council shall be appointed by the Council President, by general consent.

#### § 220.07 COMMITTEE MEETINGS.

(a) A majority of the committee members shall constitute a quorum for the transaction of business. Each committee shall hold its meetings at such **a** time and place as fixed by the Chairperson of the respective committee.

(b) Each committee or Chairperson may require the attendance at its meeting of such department heads and city officials as, in its judgment, are needed to properly study the matters under consideration.

~~(c) Each committee Chairperson shall prepare minutes of each~~ **A written record of the topics discussed at the** committee meeting **shall be** ~~A copy of the minutes shall be forwarded to the Clerk of Council and maintained by said~~ **the Clerk of Council.** ~~Such minutes shall be available for the inspection of all interested persons.~~



## § 220.08 REFERENCE TO MORE THAN ONE COMMITTEE.

Whenever a matter is referred to more than one committee, each may meet separately or upon consent of both Chairpersons, they may meet jointly. Each member of the joint committee shall have one vote.

## § 220.09 COMMITTEE REPORTS.

Committee reports may be made orally or in writing to Council for its consideration, discussion, amendment and final action.

## § 220.10 AGENDA.

(a) Not later than the Friday immediately preceding each scheduled meeting of Council, the Clerk ~~of Council~~ shall prepare and distribute to members and ~~ex-officio members of Council~~ **the Administration** a copy of the agenda for the next subsequent meeting of Council and, to the extent possible, copies of proposed new legislation and communications referred to on such agenda.

(b) Legislation not appearing on the agenda may be added to the agenda by a two-thirds vote of **the members of** Council.

(c) Legislation appearing on the agenda may be removed from the agenda by a two-thirds vote of **the members of** Council.

## § 220.11 ORDER OF BUSINESS **AT A COUNCIL MEETING.**

When **the members of** Council ~~is~~ **are** duly organized for the transaction of business, the following order shall be observed:

- (a) Pledge of Allegiance;
- (b) Roll call of members **of Council** to determine the presence of a quorum;
- (c) **Excusal of Absences.** ~~by~~
  - (1) The presiding officer **may**, by general consent, ~~excuse~~ **of all** members **of Council** absent for good cause.
  - (2) **If any member of Council objects to the excusal, the matter**, ~~provided that if there is an objection, the motion excusing such absent member or members shall be decided by a voted upon by~~ **of the majority of members of Council present;**
- (d) **Dispensation of Reading and Approval of Minutes.** ~~by~~ **The** presiding officer **may dispense with**, ~~of the reading and approval of the minutes of the last meeting, provided that:~~
  - (1) ~~All there is no objection, when all~~ members **of Council** present have received a copy of such minutes **in advance of the meeting.**
  - (2) **No present member of Council objects to dispensing with the reading.** ~~And~~

- (3) ~~provided that~~ No changes ~~can~~ shall be made to the minutes therein except by:
- A. A vote of the majority of the members of Council present at the such preceding meeting for which the minutes were kept, or
  - B. ~~by~~ A vote of ~~three fourths~~ five members of the total membership of Council;
- (e) Presentation of official communications and reading and disposal of the same. There being no objections, all correspondence received by Council shall be considered filed;
- (f) Legislation required for the appointment to office, administration of the oaths of office, and issuance of ceremonial proclamations to be enacted;
- (g) Public Input.
- (1) Each member of the audience wishing to speak shall be permitted to speak only once for up to five minutes on any topic.
  - (2) Additional time, not to exceed five additional minutes, may be granted by a two-thirds vote of the members of Council present.
  - (3) Every speaker shall address the presiding officer and refrain from personal attacks, indecorous language and becoming boisterous;
- (h) ~~(f)~~ Reports from the Mayor, the Council President, the Public Works Director, the Law Director, the Finance Director and any other public official;
- (i) ~~(g)~~ Reports of standing committees, in the order set forth in § 220.05, and commission liaison reports;
- (j) ~~(h)~~ Reports of special committees, followed by board and commission liaison reports;
- ~~(k)-(i) Audience participation on agenda items only, provided that such participation is in conformity with § 220.01;~~ Motions;
- (l) Unfinished Business:
- (1) ~~(j)~~ Third reading and disposition of ordinances and resolutions and disposition thereof;
  - (2) ~~(k)~~ Second reading of ordinances and resolutions;
- (m) ~~(l)~~ New business as follows:
- ~~(1) Ordinances and resolutions which require immediate action as emergency measures, under a suspension of rules; and~~
  - ~~(2) Introduction and First reading of ordinances and resolutions not of an emergency character;~~
- (n) ~~(m)~~ Miscellaneous business and announcements; and

~~—(n) Public input as follows: each member of the audience wishing to speak shall speak for not longer than five minutes, unless Council, by a two-thirds vote, extends the time. Every audience member desiring to speak shall address the Chair, avoiding all personalities and indecorous language; and~~

(o) Adjournment.

~~Such~~ **No change shall be made to this** order of business ~~shall not be changed~~, nor shall any part hereof be omitted, except by a vote of three-fourths of the members **of Council** present at ~~any~~ **the** meeting.

#### § 220.12 RULES OF THE FLOOR AND DEBATE.

(a) **Recognition and Decorum.** Every member **of Council** desiring to speak shall address the Chair **presiding officer.** ~~and, u~~ Upon recognition by the presiding officer, **the member of Council** shall confine ~~himself or herself~~ **their remarks** to the question under debate, ~~avoiding all personalities and~~ **shall refrain from** indecorous language.

~~(b) A Council member shall speak only from his or her seat and for not longer than five minutes on each question, unless Council, by a two-thirds vote, extends the time. No member shall speak more than once on the same motion until every member desiring to speak on that motion has had an opportunity to do so.~~

~~(c) A member,~~ **Interruption and Points of Order.** Once recognized, **a member of Council** shall not be interrupted while speaking, **except when a call**. ~~If a member, while speaking, is called to order, or a point of order is raised. In such cases, the member of Council, he or she shall immediately cease speaking and may resume only when shall be permitted to do by proceed only upon direction from the Chair~~ **presiding officer.**

~~(d) (c) Privilege of the Sponsor.~~ The **member of Council** ~~member~~ moving **for** the adoption of an ordinance or resolution shall have the privilege of opening and closing the debate, ~~provided he or she does not speak longer than his or her allotted time.~~

~~(e) (d) Record of Debate.~~ The Clerk of Council shall ~~enter record~~ **enter record** in the **official** minutes a synopsis of the discussion of any **matter that is formally presented** ~~question coming regularly before Council. If any member of Council requests that unless a complete written statement be included in the minutes, and the is requested to be entered by a Council requesting member provides the full and such written text of the statement, is provided for the minutes by the Council member so requesting~~ **the Clerk of Council shall include that statement in its entirety in the official minutes.**

#### § 220.13 MOTIONS.

When a motion is made, the Council President shall call for discussion on the question. Before the vote, any motion may be withdrawn by its maker, provided a majority present gives consent.

§ 220.14 SECONDS.

No second shall be required for any motion. ~~It is the expressed being the sense of~~ **members of** Council that the **practice of** seconding of motions is **unnecessary and** a superfluous ~~proceeding~~ **formality**.

§ 220.15 ORDER OF PRECEDENCE OF MOTIONS.

Whenever a question is before **members of** Council or under debate, the following motions shall be ranked in the following order.

(a) To Adjourn.

- (1) The motion to adjourn shall always be in order, except when **members of** Council ~~is~~ **are** engaged in voting.
- (2) It shall be decided by a majority vote **of the members of Council** without debate.

(b) To Recess.

- (1) A recess may be called at any time by the presiding officer, by general consent, or by motion by any member of Council.
- (2) This motion is not debatable and can have no other motion applied to it except to amend as to the length of the recess.
- (3) This motion shall require a majority vote of **members of** Council.

(c) To Lay on the Table.

- (1) A motion to lay on the table is not debatable or amendable and requires a majority vote **of members of Council** to adopt.
- (2) This motion shall only be used to lay a question aside temporarily at the same meeting.

(d) To Close Debate.

- (1) A motion to close debate is also known as a motion to move the previous question.
- (2) When any member **of Council** moves to close debate and the motion is carried by **the greater of** a two-thirds vote, **or five vote**, there shall be no further amendment or debate.
- (3) Pending amendments shall be voted in reverse order before voting on the main question.
- (4) If less than two-thirds vote to close debate, the main question and any amendments are open for further discussion.

(e) To Limit or Extend Debate.

~~(1) Council debate time is limited by § 220.12(b). To extend such time requires a motion and a two-thirds vote.~~

—(2) A motion to limit or extend the total debate time on a specific question requires a motion and approval by a two-thirds vote of members of Council present.

~~(3) Both procedures are amendable with Motions to limited or extend debate are subject to subsequent amendment.~~

(f) To Postpone to a Certain Time or Meeting. This motion shall be used to postpone legislative action until the next or a subsequent meeting, or until after a certain report or event (which items may be amended). The postponement shall require a majority vote.

(g) To Refer to a Committee.

(1) ~~The object of this~~ Council may by motion is to refer a matter to either a standing committee or a special committee of Council to enable the question to be more carefully studied and investigated and thereby rendered more clarified for members of Council to consider.

(2) This motion is debatable and amendable and ~~it~~ requires a majority vote of members of Council to adopt. It may be reconsidered unless the committee has begun consideration of the question referred to it.

(3) A motion to refer may be made by any member of Council, or the presiding officer may, by general consent, refer any question to committee.

(h) To amend.

(1) It shall be in order to amend an ordinance at any time, but if substantially amended upon the third reading, the reading shall be postponed to the next meeting or referred to a committee for further study and members of Council's final action.

(2) An amendment to any question may be in any of the following forms:

- A. To insert or add at the end;
- B. To strike out; or
- C. To substitute.

#### § 220.16 INTRODUCTION OF ORDINANCES AND RESOLUTIONS.

Ordinances and resolutions shall be presented and moved for adoption ~~in Council~~, by any member of Council, who shall be at liberty to make a brief statement of the object and purposes.

#### § 220.17 THREE READINGS.

(a) No ordinance or resolution shall be passed until it has been read on three different ~~days~~ meetings of Council, unless this rule is suspended by a two-thirds vote of members of Council.

(b) All ordinances and resolutions shall be read by title only, unless, by general consent or a majority vote ~~of members of~~ Council decides to have any ordinance or resolution read in its entirety.

(c) Any proposed legislation which is pending final passage at the end of any Council's term, and upon which no action has been taken for the previous six months, shall be rendered null and void on the last day of any Council's term.

#### § 220.18 PASSAGE OR ADOPTION.

All ordinances and resolutions shall require a majority vote of ~~members of~~ Council for adoption, unless a greater vote is required by law or this chapter.

#### § 220.19 VOTING.

(a) During collective committee meetings and work sessions, any member of Council may request an informal poll (voice vote) of Council on any subject being discussed. No vote taken at a collective committee meeting or work session shall be considered official or binding.

(b) At regular ~~Council~~ meetings, every member shall vote by roll call, either "yes" or "no" on all questions before ~~members of~~ Council. However, when a member shows a conflict of interest, he or she may be excused on motion and vote ~~of from members of~~ Council. A "yes" vote shall be considered a "yea" vote and a "no" vote shall be considered a "nay" vote, pursuant to Section 9 of the Municipal Charter.

(c) All voting shall be done by consecutive alphabetical rotation. An alphabetical list of Council members shall be kept by the Clerk of Council, and the first vote of the first Council meeting of the year shall be cast by the ~~member of~~ Council ~~member~~ whose name is first on the list. The rest of the votes shall then be cast in alphabetical order. All votes for the meeting shall be cast in such order. The voting at all subsequent Council meetings shall continue in rotating alphabetical order until the ~~member of~~ Council ~~member~~ whose name is last on the list has cast the first vote on all issues at the meeting, at which time the rotation shall begin again. Refusal to vote shall be deemed contempt of Council, and the member so refusing to vote shall be censured or suspended at the discretion of Council in separate proceedings or charges in contempt.

#### § 220.20 GENERAL CONSENT.

(a) When there is evidently no opposition to ~~certain~~ ~~a particular~~ questions, the formality of ~~voting can~~ ~~a vote may~~ be avoided ~~waived~~. ~~In such cases, by the presiding officer may stating:~~ ~~state: "If there is no objection," then stating~~ ~~followed by a clear statement of~~ the proposed action. ~~If there is no objection by any member of Council~~ ~~voices an objection~~, the action ~~is done~~ ~~shall be considered approved~~ by general consent, ~~and no formal~~ ~~without a vote~~ ~~will be required~~.

(b) If one member of Council objects to such action or parliamentary procedure, the presiding officer shall take a majority vote ~~of members of Council~~ on the question.

§ 220.21 AUDIENCE PARTICIPATION AND PUBLIC INPUT.

(a) Regular Council meeting.

(1) Any person may address ~~members of~~ Council only once during the ~~audience participation~~ ~~public input~~ portion of the meeting ~~on any topic~~, and such participation shall be limited to agenda items only and shall appear prior to Council's action on motions and legislation. ~~He or she~~ ~~The speaker~~ shall be allowed ~~three~~ ~~five~~ minutes, unless the time is extended by the presiding officer or ~~the consent of whichever is greater of two-thirds or five votes of members of~~ Council. ~~Members of~~ Council shall be allowed to direct questions to the speaker, through the presiding officer.

~~—(2) A time for public input shall be provided at the end of the regular Council meeting. Each member of the audience wishing to speak on any topic shall speak for not longer than five minutes and only once.~~

~~(3)~~ (2) All remarks shall be addressed to ~~Council as a body~~ ~~the presiding officer~~ and not to any individual member ~~of Council~~. No person, other than ~~members of~~ Council and/or the ~~administration~~ and the person having the floor, shall be permitted to enter any discussion, either directly or through a member of Council, without the permission of the presiding officer. No question shall be asked ~~to a member of~~ Council ~~member~~ except through the presiding officer.

(3) All persons wishing to address members of Council shall state their name and city where they reside.

(4) No question shall be asked a Council member except through the presiding officer. An elected official cannot step down from the dais as a resident to address members of Council

(5) No person shall disrupt the meeting of Council.

(6) Speakers cannot donate their time to others.

(7) Consultants to Council and invited guests may present information and may be called upon to respond to questions from members of Council, the administration, or city staff at any point during a meeting, at the discretion of the presiding officer.

(b) Collective committee meeting.

(1) ~~During a collective committee meeting, the presiding officer may allow audience participation during the course of a collective committee meeting. Such participation shall be limited to the issue then and there at hand and be limited to three minutes per person and 20 minutes per topic or issue.~~ At the beginning of the meeting, there shall be public input during which time any person may address members of Council on any topic. Each speaker shall address members of Council only once. They shall be allowed five minutes, unless the time is extended by the presiding officer or ~~the consent of whichever is greater of two-thirds or five~~

~~votes of members of~~ Council. ~~Members of~~ Council shall be allowed to direct questions to the speaker ~~only~~ through the presiding officer.

~~(2) A time for public input shall be provided at the end of the collective committee meeting. Each member of the audience wishing to speak on any topic shall speak for not longer than five minutes and only once.~~

~~(32)~~ All remarks shall be addressed to Council as a body and not to any member ~~the~~ ~~presiding officer~~. No person, other than ~~members of~~ Council ~~and/or the administration~~ and the person having the floor, shall be permitted to enter any discussion, either directly or through a member of Council, without the permission of the presiding officer. No question shall be asked to a ~~member of~~ Council ~~member~~ except through the presiding officer.

(3) All persons wishing to address members of Council shall state their name and city where they reside.

(4) No question shall be asked a Council member except through the presiding officer. An elected official cannot step down from the dais as a resident to address members of Council.

(5) No person shall disrupt the meeting.

(6) Speakers cannot donate their time to others.

(7) Consultants to Council and invited guests may present information and may be called upon to respond to questions from members of Council, the administration, or city staff at any point during a meeting, at the discretion of the presiding officer.

(c) Work session.

(1) Any person may address members of Council only once during the time for audience participation ~~portion of the meeting, and only on matters specifically related to the shall be provided at the end of the work session topics. Each member of the audience wishing to speak shall speak for not longer than~~ The speaker shall be allowed five minutes per person or 20 minutes per topic unless the time is extended by the presiding officer or members of Council. Council shall be allowed to direct questions to the speaker through the presiding officer.

(2) All remarks shall be addressed to Council as a body and not to any member. No person, other than ~~members of~~ Council ~~and/or the administration~~, and the person having the floor, shall be permitted to enter any discussion, either directly or through a member of Council, without the permission of the presiding officer. No question shall be asked a Council member except through the presiding officer.

(3) All persons wishing to address members of Council shall state their name and city where they reside.



- (4) No question shall be asked a Council member except through the presiding officer. An elected official cannot step down from the dais as a resident to address members of Council.
- (5) No person shall disrupt the meeting.
- (6) Speakers cannot donate their time to others.
- (7) Consultants to Council and invited guests may present information and may be called upon to respond to questions from members of Council, the administration, or city staff at any point during a meeting, at the discretion of the presiding officer.

#### § 220.22 RESIGNATION.

The resignation of a member of Council shall not take effect until accepted by a majority vote of the members of Council, exclusive of the person tendering the resignation. Vacancies shall be filled according to Chapter II, Section 6, of the City Charter.

#### § 220.23 PARLIAMENTARY AUTHORITY.

(a) Technicalities of parliamentary procedure ~~shall~~ **may** not be invoked except when necessary to avoid or prevent an interruption of the orderly procedure of business before **members of Council**.

(b) Robert's Rules of Order Newly Revised ~~shall~~ **may** govern the proceedings of Council ~~in all cases not provided for by this chapter or~~ **except where the Charter or Council's adopted, written policies and rules clearly render them inapplicable, and in any case where they are not inconsistent with this chapter.**

(c) The presiding officer shall adhere to ~~and enforce the parliamentary authority, together with the rules contained in this chapter~~ **and other policies and rules formally adopted by Council prior to the meeting of the public body.**

#### § 220.24 SUSPENSION OF THE RULES.

The rules contained in this chapter, or any one of them, when not precluded by statute or the Charter of the city, may be temporarily suspended at any meeting of Council by a two-thirds **majority** vote of the members **of Council** present, except when a greater vote is required by law.

#### § 220.25 AMENDMENT OF THE RULES.

(a) The rules contained in this chapter may be amended or new rules adopted by a two-thirds **majority** vote of **members of Council** at any regular or special meeting.

(b) All amendments or new rules adopted by Council shall be attached to this chapter, together with the effective date of the same.

#### § 220.26 SUBPOENAS.

Subject to the limitations imposed by § 268.02 of the code of ordinances, **members of** Council shall have the power to subpoena witnesses and books, documents, records or other evidence at the request of any member of Council for the purpose of investigating charges against an officer or employee. Upon motion adopted by **members of** Council, the Council President or, in his or her absence or unavailability, the President Pro Tempore shall sign any subpoena to be issued pursuant to this section, and such subpoena shall be served and executed by any person authorized to serve subpoenas, and in the manner required, by Rule 45 of the Ohio Rules of Civil Procedure. The return of such subpoena shall be filed with the Clerk of Council. The Law Director, the Assistant Law Director, or in their absence or unavailability, any member of Council may administer the requisite oaths to witnesses, and **members of** Council shall have the same power to compel the giving of testimony by the attending witnesses as is conferred upon courts of justice. In all such cases, witnesses shall be entitled to the same privileges, immunities and compensation as are allowed witnesses in civil cases, and the cost shall be paid from the General Fund of the city. Any person who refuses to obey a subpoena issued pursuant to this section or to testify in response to such subpoena shall be guilty of contempt of Council, a misdemeanor of the third degree.

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.

1<sup>st</sup> reading: 6/09/2025

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AWARDING A CONTRACT FOR THE 2025 CRACK SEALING PROGRAM TO SPECIALIZED CONSTRUCTION, INC., AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with the direction of Council, the City Engineer has prepared plans and specifications for the 2025 Crack Sealing Program, which have been and are now on file in the Public Works Department; and

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

WHEREAS, Council, coming now to consider said bids, has determined that the bid submitted by Specialized Construction, Inc., of Cuyahoga Heights, Ohio, is the lowest and best responsive bid, after advertising in accordance with law, and is acceptable to this Council.

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

Section No. 1: That the bid by Specialized Construction, Inc., of Cuyahoga Heights, Ohio, (hereafter referred to as "Contractor") for the 2025 Crack Sealing Program for the City of Avon Lake, Ohio, in accordance with the plans and specifications, be, and the same is hereby awarded to said Contractor in accordance with said plans and specifications and bid received. The total amount of said contract is for the Base Bid of \$31,750, Add Alternate 1 of \$10,500, Add Alternate 2 of \$12,000, and Add Alternate 3 of \$8,500.

Section No. 2: That the Contractor shall furnish his good and sufficient performance bond in the amount of \$62,750 to the satisfaction of the Mayor and approved as to form by the Law Director, conditioned to insure faithful performance of the contract thereby awarded and completion of the work free and clear of all claims and encumbrances.

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

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

the amount due the Contractor as determined by the City Engineer according to the terms of the contract.

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

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

Section No. 7: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of implementing the 2025 Crack Sealing Program during the summer construction season to crack seal City streets that will extend their life, thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR CONSTRUCTION OF THE 2025 WATER BUNDLE PROJECT BETWEEN AVON LAKE BOARD OF MUNICIPAL UTILITIES, DBA AVON LAKE REGIONAL WATER, THE CITY OF AVON LAKE, AND THE OHIO WATER DEVELOPMENT AUTHORITY AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake and the Avon Lake Board of Municipal Utilities, dba Avon Lake Regional Water (hereinafter referred to as the “LGA”), seek to improve the stormwater system and appurtenances and drinking water infrastructure; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the “OWDA”) to finance costs of the construction of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms.

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

Section No. 1: That the LGA hereby approves the construction of the aforesaid 2025 Water Bundle Project in cooperation with the OWDA under the provisions, terms, and conditions set forth in the “Cooperative Agreement for State Planning Project” as set forth in Exhibit A (the “Cooperative Agreement”) and hereby authorizes the Mayor and the Finance Director of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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 for the immediate preservation of the public peace, health, and safety of the City of Avon Lake and Avon Lake Regional Water for the reason that the immediate construction of the 2025 Water Bundle Project at the earliest possible time is necessary in order to protect the health of the inhabitants of the LGA by providing safe drinking water and adequate stormwater system improvements. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage.

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

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

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor

COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE  
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

### DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) “Approved Application” means the application of the LGA dated as of the date specified on the Term Sheet as the “LGA Application Date,” submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the “OWDA Application Approval Date,” together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) “Project Facilities” means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) “Project Site” means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) “System” means the facilities of the LGA specified as the “System” on the Term Sheet.

### DEFINITIONS RELATING TO COSTS

(e) “Eligible Project Costs” shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and



publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances, satisfactory to the OWDA, as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

#### DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) “Contract Period of Years” means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) “Default Rate” means a rate equal to the Contract Interest Rate plus three percentage points.

(k) “Pledged Revenues” means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) “Special Assessment Funds” means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

## ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

## ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the “Operational Date.”

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs.

Section 3.9. The LGA represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.10. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

#### ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges

pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this

Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 (“Rule 15c2-12”) each promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board (“MSRB”) through the EMMA System (as defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA’s incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.7, “EMMA System” shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is [emma.msrb.org](http://emma.msrb.org). The LGA acknowledges that the OWDA is not responsible for any of the LGA’s required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a “Financial Obligation” under Rule 15c2-12.

## ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project

Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.



Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS  
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;  
EVENTS OF DEFAULT AND REMEDIES THEREFOR;  
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such

indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

## ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or

transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

#### ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority  
480 South High Street  
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

\_\_\_\_\_  
OWDA General Counsel

OHIO WATER DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
OWDA Executive Director

APPROVED AS TO FORM

\_\_\_\_\_  
LGA Legal Officer or Counsel

LGA: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

A RESOLUTION AUTHORIZING THE MAYOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION (OPWC) STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED AND DECLARING AN EMERGENCY.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of Avon Lake is planning to make capital improvements to the City's infrastructure; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

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

Section No. 1: That the Mayor is hereby authorized to apply to the OPWC for funds as described above.

Section No. 2: That the Mayor is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Section No. 3: 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. 4: That this Resolution is hereby declared to be an emergency measure, the emergency being the necessity of filing the application with OPWC by the deadline in order to receive a grant to provide improvements to the City's infrastructure and provide safe driving conditions on City roads, thus for the health, safety, and welfare of the public. Therefore, this Resolution shall go into immediate force and effect upon passage and approval by the Mayor.



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

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

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH TERMINAL READY-MIX FOR THE PURCHASE OF READY-MIX CONCRETE AND DECLARING AN EMERGENCY.

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 expiring March 31, 2026, with Terminal Ready-Mix, 524 Colorado Avenue, Lorain, Ohio, for the purchase of ready-mix concrete to be applied on streets within the City of Avon Lake. The price is as follows:

PER CUBIC YARD	
Class C	\$150.00

Section No. 2: The bid of Terminal Ready-Mix is hereby determined to be the lowest and best bid received after advertising according to law. The agreement shall be in a form approved by the Law Director, and the Finance Director is hereby authorized and directed to pay said contract price from funds appropriated for the purpose.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide ready-mix concrete for road surface treatments, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WESTVIEW CONCRETE CORP. FOR THE PURCHASE OF READY-MIX CONCRETE AND DECLARING AN EMERGENCY.

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 expiring March 31, 2026, with Westview Concrete Corp., 26000 Sprague Road, Olmsted Falls, Ohio, for the purchase of ready-mix concrete to be applied on streets within the City of Avon Lake. The prices are as follows:

PER CUBIC YARD	
LSM (100)	\$112.00
MS Mix per Yard	\$164.50
FS Mix per Yard	\$176.50

Section No. 2: The bid of Westview Concrete Corp. is hereby determined to be the lowest and best bid received after advertising according to law. The agreement shall be in a form approved by the Law Director, and the Finance Director is hereby authorized and directed to pay said contract price from funds appropriated for the purpose.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide ready-mix concrete for road surface treatments, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AREA AGGREGATES, LLC, FOR THE PURCHASE OF STREET RESURFACING MATERIALS AND DECLARING AN EMERGENCY.

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 expiring March 31, 2026, with Area Aggregates, LLC, 4755 South High Street, Columbus, Ohio, for the purchase of street resurfacing materials to be applied on streets within the City of Avon Lake. The prices are as follows:

AGGREGATE AND OTHER GRANULAR MATERIAL FOR ROAD MAINTENANCE	
#1 Limestone	\$25.65/ton
#57 Limestone	\$26.70/ton
#8 Limestone	\$27.25/ton
#10 Limestone	\$20.50/ton
#304 Limestone	\$20.75/ton
#411 Limestone	\$21.00/ton

Section No. 2: The bid of Area Aggregates, LLC, is hereby determined to be the lowest and best bid received after advertising according to law. The agreement shall be in a form approved by the Law Director, and the Finance Director is hereby authorized and directed to pay said contract price from funds appropriated for the purpose.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide street surfacing treatments, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KOKOSING MATERIALS, INC., FOR THE PURCHASE OF STREET RESURFACING MATERIALS AND DECLARING AN EMERGENCY.

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 expiring March 31, 2026, with Kokosing Materials, Inc., 1751 Waterford Road, Fredericktown, Ohio, for the purchase of street resurfacing materials to be applied on streets within the City of Avon Lake. The prices are as follows:

ASPHALT (PATCHING) MATERIAL	
Type 301	\$78.00/ton
Type 448	\$90.00/ton

Section No. 2: The bid of Kokosing Materials, Inc., is hereby determined to be the only bid received after advertising according to law. The agreement shall be in a form approved by the Law Director, and the Finance Director is hereby authorized and directed to pay said contract price from funds appropriated for the purpose.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide street surface treatments, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING ENGINEERING CONSULTANT SERVICES FROM BRAMHALL ENGINEERING & SURVEYING COMPANY FOR CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION OF WALKER ROAD PAVING PROJECT, PHASE 5, AND DECLARING AN EMERGENCY.

WHEREAS, Avon Lake City Charter, Section 59, 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 Bramhall Engineering & Surveying Company of Avon, Ohio, to provide construction observation and contract administration for the Walker Road Paving Project, Phase 5.

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with Bramhall Engineering & Surveying Company of Avon, Ohio, for the purpose of providing construction observation and contract administration of the Walker Road Paving Project, Phase 5. The Agreement shall state among its terms that the cost of said personal services shall not exceed \$78,080. (Exhibit A)

Section No. 2: Upon completion of said services, the Finance Director is hereby directed to deliver to Bramhall Engineering & Surveying Company the warrant of this City, in an amount not to exceed \$78,080, and to cause said warrant to be paid.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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. 4: 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 resurfacing of this main thoroughfare 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

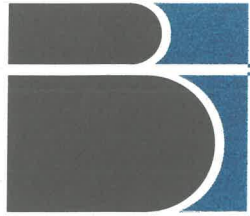
POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor





**BRAMHALL**  
ENGINEERING &  
SURVEYING COMPANY

801 Moore Road • Avon, Ohio 44011 • 440/934-7878 • Fax 440/934-7879

*Equal Opportunity • Affirmative Action Employer*

May 30, 2025

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

Reference: Professional Services for Construction Observation and Contract Administration  
Walker Road Paving Project Phase 5  
Avon Lake, Ohio

Dear Mayor Spaetzel:

We are pleased to submit the attached Proposal for Professional Services for the above referenced project.

We appreciate your interest in Bramhall Engineering and Surveying Company and we look forward to working with you on this project.

Sincerely,

BRAMHALL ENGINEERING & SURVEYING COMPANY

Christopher L. Howard, P.E., CPESC  
Vice President

Enclosure(s)

**CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION  
WALKER ROAD PAVING PROJECT PHASE 5  
AVON LAKE, OHIO**

**Scope of Services**

To meet your objectives Bramhall Engineering and Surveying Company (BRAMHALL) proposes to provide the following services for the Walker Road Paving Project Phase 5 starting on or about June 30, 2025 and having project completion by October 17, 2025.

**Construction Observation**

BRAMHALL will provide the Professional Construction Observation and Contract Administration as outlined below:

1. BRAMHALL will provide an Owners Representative that will serve as the City's agent with the Contractor and any Sub-Contractors.
2. A representative of BRAMHALL shall act as the Owners Representative as per the following:
  - a) Be present during all on-site activities by the Contractor and Sub-Contractors and conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
  - b) Report to the City whenever BRAMHALL believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any observations, tests, or approvals required to be made, or has been damaged prior to final payment, and advise the City when work should be corrected or rejected or should be uncovered for observation.
  - c) Verify that tests are conducted as required by the Contract Documents and City requirements in the presence of the required personnel, and that the General Contractor maintains adequate records thereof; observe, record and report to the City appropriate details relative to the test procedures.
  - d) Accompany representatives of the Contractor and/or City on construction observation site visits and record any comments or direction rendered during such visits.
  - e) Attend to members of the public who have issues with the project and serve to positively rectify these issues and to conduct elected officials around the project.
  - f) Attend pre-construction and all job progress meetings and other job conferences as needed with the Contractor, City and regulatory agencies.
  - g) Transmit to the Contractor clarifications and interpretations of the Contract Documents as approved by the City.

**CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION  
WALKER ROAD PAVING PROJECT PHASE 5  
AVON LAKE, OHIO**

3. Reports:

- a) Furnish the City with the daily logs as required for progress of the work and the Contractor's compliance with the approved progress schedule. Included shall be pay items completed and quantified, test data, and comments relative to observations of the day's work. Copies of the daily logs are to be provided to the City on a weekly basis, or as otherwise determined to be appropriate.
  - b) Consult with the City in advance of scheduled major tests, inspections, or start of significant phases of work.
  - c) The Owners Representative will report directly to the Director of Public Service. All reports shall be submitted on standard BRAMHALL forms to the City.
  - d) Maintain a set of drawings on-site on which authorized changes are noted.
4. BRAMHALL is required to bring to the attention of the Contractor any failure of the work or materials to conform to the Specifications and Contract. Any lack of corrective action or lack of cooperation shall immediately be referred to the City.
5. BRAMHALL is authorized to recommend rejection of non-specific materials either during the submittal phase or as they arrive at the project site.
6. BRAMHALL will review Pay Requests from the Contractor and submit to the City for processing.
7. Completion

BRAMHALL shall:

- a) Submit to the Contractor a list of observed items requiring completion or correction.
- b) Conduct a final observation, and prepare a final list of items to be completed or corrected in conformance with the contract documents.
- c) Verify that all items on the final list have been completed or corrected, and submit recommendations to the City concerning acceptance.
- d) Provide a marked-up copy of the As-Built Drawings for the City.

**CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION  
WALKER ROAD PAVING PROJECT PHASE 5  
AVON LAKE, OHIO**

The authority of BRAMHALL shall have the following limitations:

Except upon written instruction of the City, BRAMHALL shall not:

1. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Issue instructions contrary to the Contract Plans, Specifications or Contract Documents.
3. Exceed limitations on the City's authority as set forth in the Contract Documents.
4. Undertake any of the responsibilities of the Contractor, Subcontractor or the Contractor's superintendent.
5. Advise on or issue directions relative to any aspect, means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
6. Issue directions as to safety precautions and programs in connection with the work.

BRAMHALL shall not be liable for defective work, acts of omission, or operating procedures of the Contractor.

**Clarifications and Exceptions**

1. This Proposal is based on 40 hours of Construction Observation per week. This Proposal includes estimated hours for overtime which is defined as any hours worked Monday through Friday in excess of 8 hours in a single day, or on a Saturday, Sunday.
2. For hours worked in excess of 40 hours or 8 hours per day, excluding Saturday, Sunday, BRAMHALL shall be compensated at 1.5 times the hourly rate stated in this Proposal.
3. For hours worked on Saturday, Sunday or any Legal Holiday, BRAMHALL shall be compensated at 2.0 times the hourly rate stated in this Proposal.
4. For partial work days, BRAMHALL shall be compensated as follows:

**Work Terminated**

**Compensated For**

After start but prior to 2 hours  
After 2 hours, prior to 4 hours  
After 4 hours, less than 8 hours

2 hours  
4 hours  
8 hours

5. BRAMHALL shall be notified at least 48 hours in advance for scheduling of Inspections.
6. Review of shop drawings are included with this Proposal.

**CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION  
WALKER ROAD PAVING PROJECT PHASE 5  
AVON LAKE, OHIO**

**Professional Services Fee**

BRAMHALL proposes to provide the Professional Services as noted herein for the following:

***Construction Administration and Observation ..... \$78,080.00***

Please note that the Construction Observation Services is a Not-To-Exceed Estimate and will be billed hourly. This Estimate is based on the following:

Senior Construction Inspector (Straight Time) – 16 weeks x 40 hours/week x \$70 /hour = \$44,800.00

Senior Construction Inspector (Overtime) – 16 weeks x 8 hours/week x \$105 /hour = \$13,440.00

Senior Project Manager – 16 weeks x 8 hours/week x \$155 /hour = \$19,840.00

If additional time is required, we will not proceed unless authorized by the City.

The work will be billed monthly based on our estimate of the portion of the total services actually complete at the time of billing.

The above rates are valid for services provided through December 31, 2025. Charges for our services after this date are subject to escalation.

**ACKNOWLEDGED AND ACCEPTED**

=====

**BRAMHALL ENGINEERING  
& SURVEYING COMPANY**



\_\_\_\_\_  
Christopher L. Howard, P.E., CPESC  
Vice President  
Date: May 30, 2025

**ACKNOWLEDGED AND ACCEPTED**

=====

**CITY OF AVON LAKE**

\_\_\_\_\_  
Mark Spaetzel  
Mayor

\_\_\_\_\_  
Date

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BRAMHALL ENGINEERING & SURVEYING COMPANY FOR DESIGN SERVICES AND BID ASSISTANCE FOR THE WALKER ROAD REHABILITATION PROJECT, PHASE 6, AND DECLARING AN EMERGENCY.

WHEREAS, Avon Lake City Charter, Section 59, 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 Bramhall Engineering & Surveying Company of Avon, Ohio, to provide design services and bid assistance for the Walker Road Rehabilitation Project, Phase 6.

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with Bramhall Engineering & Surveying Company of Avon, Ohio, for the purpose of design services and bid assistance for the Walker Road Rehabilitation Project, Phase 6. The Agreement shall state among its terms that the cost of said personal services shall not exceed \$79,725. (Exhibit A)

Section No. 2: Upon completion of said services, the Finance Director is hereby directed to deliver to Bramhall Engineering & Surveying Company the warrant of this City in an amount not to exceed \$79,725 and to cause said warrant to be paid.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of preparing construction plans and providing bid assistance for the rehabilitation of this main thoroughfare 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: \_\_\_\_\_

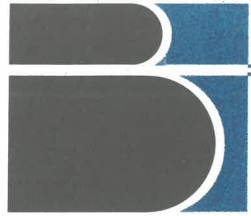
\_\_\_\_\_  
President of Council

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor



**BRAMHALL**  
ENGINEERING &  
SURVEYING COMPANY

801 Moore Road • Avon, Ohio 44011 • 440/934-7878 • Fax 440/934-7879

*Equal Opportunity • Affirmative Action Employer*

May 30, 2025

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

Reference: Walker Road Rehabilitation Project, Phase 6  
OPWC/Round 39

Dear Mayor Spaetzel:

Please accept the following Proposal for Professional Engineering Services pertaining to the above referenced project. The Walker Road Rehabilitation Project, Phase 6 Project has been selected for Ohio Public Works Commission (OPWC) funding. We appreciate the opportunity to work with the City of Avon Lake on this project.

**Project Description**

Approximately 2,250 linear feet of Walker Road, from the east side of the Jaycox Road intersection to the radius returns on the east side of the Lear Road intersection will be milled, subgrade repairs will be performed where needed and three (3) inches of new asphalt will be placed. The Scope of Work will also include subgrade drainage improvements, signal upgrades to standardize the pre-emption and vehicle detection at the Walker Road/Lear Road intersection, upgrading ADA ramps to current standards as needed, linear grading and pavement markings.



The total estimated project cost including construction and engineering, as proposed in the OPWC Application for financial assistance, is \$1,037,426.00. The funding for this work is broken down as follows:

OPWC Grant.....	\$ 275,000.00
OPWC Loan.....	\$ 125,000.00
City of Avon Lake.....	\$ 637,426.00

**Total Estimated Construction Cost is \$ 876,976.00** (which includes a Construction Contingency of \$ 79,725.00).

### **Scope of Services**

To meet the City of Avon Lake's objectives Bramhall Engineering and Surveying Company (BRAMHALL) proposes the following Scope of Services:

**Task 1** - Prepare Construction Plans for the Proposed Walker Road Rehabilitation, Phase 6 Project.

**Task 2** - Prepare Bidding Documents including advertisement to bid to procure competitive bids.

### **Clarifications and Exceptions:**

1. Fees for Local and State Governmental Agency reviews and permits are the responsibility of the City. Advertising fees are also the responsibility of the City.
2. Geotechnical Services, including Borings, a Soils Report and Pavement Recommendation are not included in this Project Scope of Services.
3. Construction Staking, Construction Inspection and Administration is not provided with this Scope of Services. This can be provided for a mutually agreed upon price.
4. This Proposal does not include replacement of the existing waterline, sanitary sewer or storm sewer within the project limits.

**Professional Services Fee**

**Design Engineering (Task 1)..... \$ 75,725.00**  
**Bidding Assistance (Task 2) ..... \$ 4,000.00**  
**TOTAL LUMP SUM AMOUNT ..... \$ 79,725.00**

The work will be billed monthly based on our estimate of the portion of the total services actually complete at the time of billing.

**ACKNOWLEDGED & ACCEPTED**

=====

**BRAMHALL ENGINEERING &  
SURVEYING COMPANY**

By: \_\_\_\_\_



Christopher L. Howard, P.E., CPESC

Title: Vice President

Date: May 30, 2025

**ACKNOWLEDGED & ACCEPTED**

=====

**CITY OF AVON LAKE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH BRAMHALL ENGINEERING & SURVEYING COMPANY FOR DESIGN SERVICES AND BID ASSISTANCE FOR THE 2026 ROAD PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, Avon Lake City Charter, Section 59, 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 Bramhall Engineering & Surveying Company of Avon, Ohio, to provide design services and bid assistance for the 2026 Road Program.

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with Bramhall Engineering & Surveying Company of Avon, Ohio, for the purpose of design services and bid assistance for the 2026 Road Program. The Agreement shall state among its terms that the cost of said personal services shall not exceed \$434,000. (Exhibit A)

Section No. 2: Upon completion of said services, the Finance Director is hereby directed to deliver to Bramhall Engineering & Surveying Company the warrant of this City in an amount not to exceed \$434,000 and to cause said warrant to be paid.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of preparing construction plans and providing bid assistance for the 2026 Road Program, 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: \_\_\_\_\_

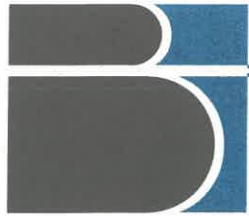
\_\_\_\_\_  
President of Council

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor



**BRAMHALL**  
ENGINEERING &  
SURVEYING COMPANY

801 Moore Road • Avon, Ohio 44011 • 440/934-7878 • Fax 440/934-7879

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May 30, 2025

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

Reference: 2026 Road Program  
Professional Design Services Proposal

Dear Mayor Spaetzel:

We appreciate your interest in retaining Bramhall Engineering and Survey Company (BRAMHALL) to provide Professional Engineering and Surveying Services pertaining to the above referenced project. The City of Avon Lake has requested that the Professional Design Services be completed for the following roadways:

**Concrete Pavement Reconstruction**

- **Charleston Avenue/Chelsea Avenue** – Moore Road to 33363 Chelsea Avenue, approximately 1,420 L.F.
- **Surrey Lane** – Woodstock Avenue to Herrmann Drive, approximately 1,850 L.F.
- **Brandon Place** – Greenbriar Drive to Nottingham Drive, approximately 660 L.F.
- **Nottingham Drive** – Brandon Place to Britannia Parkway, approximately 1,060 L.F.
- **Britannia Parkway** – Walker Road to Regency Court, approximately 295 L.F.

**Asphalt Pavement Reconstruction**

- **June Street/Burton Street/ York Street** – Moore Road to Electric Boulevard, approximately 1,670 L.F.
- **Woodstock Avenue** – Electric Boulevard to Lake Road, approximately 1,015 L.F.
- **Maple Cliff Drive** – Lake Road to 66 Gra Gull Drive, approximately 900 L.F.
- **Hermann Drive** – Electric Boulevard to Lake Road, approximately 1,015 L.F.

The following is the Estimated Construction Cost, including a Contingency, Design and Construction Administration and Inspection.

**Concrete Streets**

• Charleston Avenue/Chelsea Avenue =	\$1,278,225.00
• Surrey Lane =	\$1,540,610.00
• Brandon Place =	\$ 717,250.00
• Nottingham Drive =	\$ 895,745.00
• Britannia Parkway =	<u>\$ 283,017.00</u>
	<b>\$4,714,847.00</b>

**Asphalt Streets**

• June Street/Burton Street/York Street =	\$ 892,590.00
• Woodstock Avenue =	\$ 954,205.00
• Maple Cliff Drive =	\$ 795,135.00
• Hermann Drive =	<u>\$ 565,470.00</u>
	<b>\$3,207,400.00</b>

(Please note that Estimates were prepared in 2024).

**Scope of Services**

To meet the City of Avon Lake's objectives BRAMHALL proposes the following Scope of Services:

**Task 1** - Perform a Topographic Survey and Base Mapping of the project streets. BRAMHALL will contact OUPS and coordinate with utility owners.

**Task 2** - Prepare Construction Plans for the streets listed above. Plans will be prepared for the Concrete and Asphalt Streets (for streets listed) so they can be bid separately.

**Task 3** - Prepare Bidding Documents for the Concrete and Asphalt Streets including advertisement to Bid to procure competitive Bids.

**Clarifications and Exceptions:**

1. Fees for Local and State Governmental Agency reviews and permits are the responsibility of the City. Advertising fees are also the responsibility of the City.
2. Geotechnical Services, including Borings, a Soils Report and Pavement Recommendations are not included in this Project Scope of Services.
3. Construction Staking, Construction Inspection and Administration is not provided with this Scope of Services. This can be provided for a mutually agreed upon price.
4. This Proposal does not include replacement of the existing waterlines or sanitary sewers within the project limits. BRAMHALL will coordinate with ALRW.
5. A Right-of-Way Survey and/or Right-of-Way dispute resolution is not included in the Scope of Services and is not expected to be required. Title Reports are not included.
6. BRMAHALL will use our Bid Book format for bidding of the projects.
7. Some streets may require additional storm sewer improvements. The estimated costs provided do not include these costs.

**Professional Services Fee**

We propose to provide the Professional Services described herein for the following Lump Sum Amount:

Design Engineering (Task 1 & 2).....	\$425,000.00
Bidding Assistance (Task 3) .....	\$ <u>9,000.00</u>
<b>TOTAL LUMP SUM AMOUNT .....</b>	<b>\$434,000.00</b>

The work will be billed monthly based on our estimate of the portion of the total services actually complete at the time of billing.

**ACKNOWLEDGED & ACCEPTED**

**BRAMHALL ENGINEERING &  
SURVEYING COMPANY**

By: \_\_\_\_\_



Christopher L. Howard, P.E., CPESC

Title: Vice President

Date: May 30, 2025

**ACKNOWLEDGED & ACCEPTED**

**CITY OF AVON LAKE**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

AN ORDINANCE APPROVING THE FINAL PLAT FOR SANDRIDGE RUN SUBDIVISION  
AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has, at its meeting of June 3, 2025, approved the final plat for Sandridge Run Subdivision.

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

Section No. 1: That the final plat for Sandridge Run Subdivision, consisting of a 28-unit fee-simple townhouse development on the west side of Avon Belden Road (SR 83), south of Walker Road, and north of Webber Road in a R-2 Multi-Family Residential District, submitted to and approved by Planning Commission and referred to this Council, be, and it is hereby approved.

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 to allow for the timely recording of the final plat to prevent unnecessary delay in the mortgage closings of homes and to allow the City to begin collecting taxes on these properties to add to the revenue of the City, thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor



AN ORDINANCE APPROVING THE FINAL PLAT FOR PORT SIDE TOWNHOUSE  
SUBDIVISION AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has, at its meeting of June 3, 2025, approved the final plat for Port Side Townhouse Subdivision.

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

Section No. 1: That the final plat for Port Side Townhouse Subdivision, consisting of 18 fee-simple townhouse lots on 5.0206 acres located south of Walker Road, north of Krebs Road, and east of Lear Road in a Planned Unit Development (PUD), submitted to and approved by Planning Commission and referred to this Council, be, and it is hereby approved.

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 to allow for the timely recording of the final plat to prevent unnecessary delay in the mortgage closings of homes and to allow the City to begin collecting taxes on these properties to add to the revenue of the City, thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor

AN ORDINANCE AMENDING CHAPTER 474: BICYCLES AND MOTORCYCLES  
GENERALLY AND DECLARING AN EMERGENCY.

WHEREAS, the Safety Director, the Police Chief, and the Public Safety and Health Committee recommended amending Chapter 474; 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 the following sections in Chapter 474 are hereby amended:

CHAPTER 474: BICYCLES, **ELECTRIC BICYCLES**, AND MOTORCYCLES GENERALLY

§ 474.01 CODE APPLICATION TO BICYCLES **AND ELECTRIC BICYCLES**.

(a) The provisions of this title that are applicable to bicycles and electric bicycles apply whenever a bicycle or electric bicycle is operated upon any ~~highway~~ **roadways** or upon any path set aside for the exclusive use of bicycles **or electric bicycles**.

(b) Except as provided in division (d) of this section, a bicycle operator or electric bicycle operator who violates any provisions of this title described in division (a) of this section that is applicable to bicycles or electric bicycles may be issued a ticket, citation, or summons by a law enforcement officer for the violation in the same manner as the operator of a motor vehicle would be cited for the same violation. A person who commits any such violation while operating a bicycle or electric bicycle shall not have any points assessed against the person's driver's license, commercial driver's license, temporary instruction permit, or probationary license under R.C. § 4510.036.

(c) Except as provided in division (d) of this section, in the case of a violation of any provision of this title described in division (a) of this section by a bicycle operator, electric bicycle operator, or motor vehicle operator when the trier of fact finds that the violation by the motor vehicle operator endangered the lives of bicycle riders or electric bicycle riders at the time of the violation, the court, notwithstanding any provision of the Ohio Revised Code to the contrary, may require the bicycle operator, electric bicycle operator, or motor vehicle operator to take and successfully complete a bicycling skills course approved by the court in addition to or in lieu of any penalty otherwise prescribed by this Traffic Code or the Ohio Revised Code for that violation.

(d) Divisions (b) and (c) of this section do not apply to violations of R.C. § 4511.19, or a substantially equivalent municipal ordinance. (R.C. § 4511.52)

(e) Every person operating a bicycle or electric bicycle shall obey the instructions of official traffic-control devices and signals applicable to vehicles, unless otherwise directed by a police officer.

§474.05 LIGHTS, SIGNAL DEVICES, BRAKES ON BICYCLES AND ELECTRIC BICYCLE.

(a) Every bicycle or electric bicycle when in use at the times specified in R.C. § 4513.03 or a substantially equivalent municipal ordinance shall be equipped with the following:

(1) A lamp mounted on the front of either the bicycle or electric bicycle or the operator that shall emit a white light visible from a distance of at least 500 feet to the front and 300 feet to the sides. A generator-powered lamp that emits light only when the bicycle or electric bicycle is moving may be used to meet this requirement.

(2) A red reflector on the rear that shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle.

(3) A lamp emitting either flashing or steady red light visible from a distance of 500 feet to the rear shall be used in addition to the red reflector. If the red lamp performs as a reflector in that it is visible as specified in division (a)(2) of this section, the red lamp may serve as the reflector and a separate reflector is not required.

(b) Additional lamps and reflectors may be used in addition to those required under division (a) of this section, except that red lamps and red reflectors shall not be used on the front of the bicycle or electric bicycle and white lamps and white reflectors shall not be used on the rear of the bicycle or electric bicycle.

(c) A bicycle or electric bicycle may be equipped with a device capable of giving an audible signal, except that a bicycle or electric bicycle shall not be equipped with nor shall any person use upon a bicycle or electric bicycle any siren or whistle.

(d) Every bicycle and electric bicycle shall be equipped with an adequate brake when used on a street or highway roadway.

(e) Except as otherwise provided in this division, whoever violates this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

§ 474.06 RIDING ON SIDEWALKS.

~~(a) No person shall ride a bicycle upon the sidewalks within any business district of the city.~~

(a) Whenever any person is riding a bicycle or electric bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

(b) No person shall ride an electric bicycle on any sidewalk with the motor engaged.

#### § 474.07 SAFE OPERATION; RIGHT-OF-WAY.

Every person operating a bicycle **or electric bicycle** shall, at all times, operate it with due regard to his or her own safety and the safety of other persons lawfully upon the streets, alleys, sidewalks and other public places and shall, in each and every instance, yield the right-of-way to pedestrians.

#### § 474.08 PARKING OF BICYCLES **AND ELECTRIC BICYCLES**.

No person shall park a bicycle **or electric bicycle** upon the traveled portion of a street or ~~highway~~ **roadway**. Any bicycle **or electric bicycle** parked in an alley or on a sidewalk or other public place must be in such a position as not to interfere with the safety or movement of vehicular or pedestrian traffic.

#### § 474.09 IMPOUNDING.

Whenever any bicycle, **electric bicycle** or motorbike is operated by any minor under the age of 18 years, in violation of any of the provisions of this chapter, such bicycle, **electric bicycle** or motorbike may be seized by any member of the Police Department and impounded in the Municipal Building. The bicycle, **electric bicycle** or motorbike so impounded shall be surrendered to the parent or guardian of the minor without charge, after a full explanation to such parent or guardian of the reason for impounding of the bicycle, **electric bicycle** or motorbike. The remedy of impoundment shall be in addition to penalties provided in §§ 408.01 and 408.02 for violations of any of the provisions of this chapter.

#### § 474.10 BICYCLE **AND ELECTRIC BICYCLE** LICENSE REQUIRED.

No person who resides within the city shall ride or propel a bicycle **or electric bicycle** upon any sidewalk, street or public path set aside for the exclusive use of bicycles **or electric bicycle**, unless such bicycle **or electric bicycle** has been licensed and a license decal is attached thereto as provided herein.

#### § 474.11 **BICYCLE AND ELECTRIC BICYCLE** LICENSE APPLICATION.

Application for a bicycle **or electric bicycle** license and license decal shall be made upon a form prescribed by the city and directed to the Safety Director or his or her designee. The license shall remain in force without necessity of renewal until such time as the licensed bicycle **or electric bicycle** is sold, given away or in any other way changes ownership.

#### § 474.12 ISSUANCE OF **BICYCLE AND ELECTRIC BICYCLE** LICENSE.

(a) The Safety Director's designee, upon receipt of the proper application therefor, is authorized to issue a bicycle **or electric bicycle** license which shall be effective for the period specified in § 474.11.

(b) The Safety Director's designee shall not issue a license for any bicycle **or electric bicycle** when he or she knows or has reasonable grounds to believe that the applicant is not the owner or entitled to the possession of such bicycle **or electric bicycle**.

(c) The Safety Director's designee shall keep a record of the number of each license, the date issued, the name and address of the person to whom issued, the number on the frame of the bicycle **or electric bicycle** for which issued and a record of all bicycle **or electric bicycle** licenses.

§ 474.13 ATTACHMENT OF BICYCLE AND ELECTRIC BICYCLE LICENSE PLATE.

(a) The Safety Director's designee shall issue a license decal bearing the license number assigned to the bicycle or electric bicycle and the name of the city.

(b) The licensee shall cause such license decal to be firmly attached to the frame of the bicycle or electric bicycle.

(c) No person shall remove a license decal from a bicycle or electric bicycle during the period for which it is issued except upon a transfer of ownership or in the event the bicycle or electric bicycle is dismantled and no longer operated upon any street in the city.

§ 474.14 TRANSFER OF OWNERSHIP BICYCLE AND ELECTRIC BICYCLE.

Upon the sale or other transfer of a licensed bicycle or electric bicycle, the licensee shall remove the license decal.

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 immediate preservation of the public health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

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Mayor

AN ORDINANCE IMPOSING A MORATORIUM ON THE USE OF RESIDENTIAL PROPERTY FOR SHORT-TERM RENTAL AND DECLARING AN EMERGENCY.

WHEREAS, over the last several years, the City of Avon Lake (“City”) has witnessed an increase in the number of residential properties being used as short-term rental properties (“STRPs”) to house transient guests for periods of fewer than thirty (30) days; and

WHEREAS, the City has previously authorized the use of certain residential properties as bed-and-breakfast establishments, subject to certain restrictions and requirements, including location, lot size, activities, capacity, and parking; and

WHEREAS, the City finds that the use of residential properties as STRPs is akin to the use of residential properties as bed-and-breakfast establishments but are not currently regulated or specifically permitted;

WHEREAS, the City is concerned about the number of STRPs within the City and the effects such use has on the City as a whole; the availability of housing stock for long-term residents; the burden on the properties adjoining STRPs; the increase of noise, traffic, and disturbances of the peace; lack of owner supervision; and the ability of the City to exercise appropriate oversight to promote the health, safety, and welfare of the residents of the City, as well as persons who use such properties; and

WHEREAS, the City is in the process of adopting comprehensive legislation to regulate the use of residential properties as STRPs to further the City’s interest in the health, safety, and general welfare of the City and its constituents; and

WHEREAS, pursuant to the Ohio Constitution and the Charter of the City of Avon Lake, the City has powers of local self-governance to enact ordinances governing the operation and placement of business and the zoning and use of property within its borders as may be found necessary or desirable to promote the public health, safety, morals, convenience, and the general welfare of the community; and

WHEREAS, until such time as the City has adopted legislation to regulate the use of residential properties as STRPs, Council has determined that a moratorium of six (6) months should be imposed upon the new use of any residential property as a STRP on and after the date of this ordinance; and

WHEREAS, the moratorium imposed herein is not intended to be and shall not operate as a moratorium on any properties being operated as STRPs prior to the effective date of this ordinance, provided that the use of such properties as STRPs must be demonstrated to the satisfaction of Council and such operation is in full

compliance with all other ordinances currently in effect in the City; and

WHEREAS, as set forth in Section 10 of the Avon Lake City Charter, this Council, by a vote of at least two-thirds of its members, determines that this Ordinance is an emergency measure and that it shall take effect immediately and that it is necessary for the immediate preservation of the public health, safety, morals, convenience, and the general welfare of the community.

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

Section No. 1: That Council hereby imposes a moratorium of six (6) months from the effective date of this Ordinance upon the new use of residential property as short-term rental property, and no person may offer, list, advertise, or otherwise promote the use of any residential property as a short-term rental property when such use did not exist prior to the date of this Ordinance.

Section No. 2: That properties being used as short-term rental properties prior to the date of this Ordinance are not affected by and may continue to operate as short-term rental properties, provided that the owner of such property can demonstrate the use of that property as a short-term rental property prior to the date of this Ordinance and such use is otherwise in full compliance with all applicable City Ordinances and generally applicable health, building, and safety codes.

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 immediate preservation of the public health, safety, morals, convenience, and the general welfare of the community. Therefore, this Ordinance shall be in full force and effect from and immediately after passage and approval by the Mayor.

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

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

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

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Approved

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

Clerk of Council

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Mayor

AN ORDINANCE AWARDING A CONTRACT FOR THE 2025 WATERLINE BUNDLE PROJECT TO UNDERGROUND UTILITIES, INC., AND DECLARING AN EMERGENCY.

WHEREAS, Avon Lake Regional Water has prepared plans and specifications for the 2025 Waterline Bundle Project, which have been and are now on file at the Municipal Utilities Building; and

WHEREAS, Avon Lake Regional Water has caused notice to be given as provided by law, inviting bids for construction of said improvements, with bids having been received, opened, and tabulated as provided by law; and

WHEREAS, Council, coming now to consider said bids, has determined that the bid submitted by Underground Utilities, Inc., of Monroeville, Ohio, is the lowest and best responsive bid and is acceptable to this Council.

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

Section No. 1: That the bid by Underground Utilities, Inc., of Monroeville, Ohio, (hereafter referred to as “Contractor”) for the 2026 Waterline Bundle Project for the City of Avon Lake, Ohio, in accordance with the plans and specifications, be, and the same is hereby awarded to said Contractor in accordance with said plans and specifications and bid received. The total amount of said contract is in the sum of \$17,147,780.59, with 79.8% being the Avon Lake Regional Water’s portion and 20.2% being the City’s portion. Additionally, a 10% contingency allowance shall be added to each entity’s portion in the event an unforeseen circumstance arises that would cause the Contractor to incur additional materials and/or labor in completing the project. The award for this contract is contingent upon securing the necessary financing.

Section No. 2: That the Contractor shall furnish their good and sufficient performance bond in the amount of \$17,147,780.59 to the satisfaction of the Mayor and approved as to form by the Law Director, conditioned to insure faithful performance of the contract thereby awarded and completion of the work free and clear of all claims and encumbrances.

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

Section No. 4: That upon receipt by the Finance Director the certificate of the Public Works Director and Avon Lake Regional Water that the construction has been



completed to the full satisfaction of the Public Works Director and Avon Lake Regional Water and in accordance with the plans and specifications, then the Finance Director shall be authorized and directed to issue to said Contractor the warrants of the City in payment therefore the amount of money determined by said Public Works Department and Avon Lake Regional Water to be due said Contractor under the contract thereby awarded to them and to cause said warrants to be paid.

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

Section No. 6: That the Board of Municipal Utilities has designated water and wastewater-related revenues as a source of repayment.

Section No. 7: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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. 8: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of waterline, storm sewers, sanitary sewer, and road repair work on behalf of the City to provide reliable stormwater and sanitary sewer systems according to EPA regulations, thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor