



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

## VOTING ORDER

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

The following business is to be considered at the regular meeting of the Avon Lake City Council on August 25, 2025, immediately following the Collective Committee Meeting 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:** June 9, 2025; June 23, 2025; July 7, 2025; and July 14, 2025, Council Meetings.

### Correspondence

**Public Input:** *Members of the audience shall be permitted to speak only once, up to five minutes on any topic(s). [Code of Ordinance, Section 220.11(g)(1)]*

### Reports

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

## **Motion**

Approving the Preliminary Plat for Harbor Crest Townhomes, a 73-unit townhome subdivision located at the southeast corner of Walker Road and Avon Belden Road (SR 83), as recommended by Planning Commission on August 5, 2025, subject to the following condition: that the entrance on Avon Belden Road (SR 83) be aligned with Huntington Bank per Alternate 2, including the left-turn lane. ***Sponsor: G. Smith***

## **Legislation**

### **Second Readings:**

**Ordinance No. 25-134**, AN ORDINANCE AMENDING CHAPTER 1018: MUNICIPAL TREE ORDINANCE, AND CODIFIED ORDINANCE SECTION 1065.99, ENFORCEMENT AND PENALTY. ***Sponsor: J. Fenderbosch***

**Ordinance No. 25-136**, AN ORDINANCE APPROVING A VACATION FOR A PORTION OF THE SHIELDS AVENUE AND ELECTRIC BOULEVARD RIGHTS-OF-WAY AND DECLARING AN EMERGENCY. ***Sponsor: G. Smith***

### **First Readings:**

**Resolution No. 25-138**, A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT AGREEMENT AND PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND DECLARING AN EMERGENCY.

→***Sponsor: J. Fenderbosch***

**Ordinance No. 25-139**, AN ORDINANCE AMENDING THE RULES OF THE CIVIL SERVICE COMMISSION AND DECLARING AN EMERGENCY. ***Sponsor: G. Smith***

**Ordinance No. 25-140**, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEDICAL DIRECTION SERVICES AGREEMENT FOR THE TACTICAL EMERGENCY MEDICAL SERVICES (TEMS) AND RELATED TRAINING TO THE EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM (ELCERT) COMPRISED OF THE CITY OF AVON, THE CITY OF AVON LAKE, AND THE CITY OF NORTH RIDGEVILLE AND UNIVERSITY HOSPITAL AND DECLARING AN EMERGENCY. ***Sponsor: D. Kos***

**Resolution No. 25-141**, A RESOLUTION IN SUPPORT OF THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), DIVISION OF FORESTRY, OHIO'S URBAN FORESTRY GRANT APPLICATION AND ITS IMPLEMENTATION AND DECLARING AN EMERGENCY.

→***Sponsor: J. Fenderbosch***

**Ordinance No. 25-142**, AN ORDINANCE AMENDING ORDINANCE NO. 25-19R2, APPROPRIATIONS FOR FISCAL YEAR 2025, AND DECLARING EMERGENCY.

→***Sponsor: J. Fenderbosch***

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→ Suspension of the rule requiring three readings

**Resolution No. 25-143, A RESOLUTION AUTHORIZING THE USE OF UNNEEDED AND OBSOLETE VEHICLE FOR TRAINING PURPOSES AND SUBSEQUENT SALE OF SUCH VEHICLE FOR SCRAP. *Sponsor: D. Kos***

**Miscellaneous Business and Announcements**

**Executive Session**

In compliance with Ohio Revised Code Section 121.22(G)(2), Council will adjourn to Executive Session to consider the purchase or sale of property for public purposes.

**Reconvening of Open Meeting**

**Adjournment**

AN ORDINANCE AMENDING CHAPTER 1018: MUNICIPAL TREE ORDINANCE,  
AND CODIFIED ORDINANCE SECTION 1065.99, ENFORCEMENT AND PENALTY.

WHEREAS, the Public Service Committee and the Tree Commission recommended amending Chapter 1018: Municipal Tree Ordinance, and Codified Ordinance Section 1065.99; 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 Chapter 1018 is hereby amended as follows:

~~MUNICIPAL~~ **CITY** TREE ORDINANCE

§ 1018.01 PURPOSE; TITLE.

(a) The purpose of this chapter is to establish a framework for the development and sustainability of the city's urban forest to maximize the benefits for all residents through the orderly planting, maintaining, care and preservation of trees, shrubs and hedges in the public ways and on all city property.

(b) This chapter shall be known as the Avon Lake ~~Municipal~~ **City** Tree Ordinance.

§ 1018.02 DEFINITIONS.

For the purpose of this chapter the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is mandatory and not merely directory.

**ADMINISTRATIVE COMMUNICATION.** A written, typed or printed document.

**ANSI A300.** The Tree Care standards, as amended, that have been developed and promulgated by the American National Standards Institute.

**ARBORIST.** One who, by possession of a recognized degree, certificate, or professional standing, or by extensive knowledge, training, and experience, has demonstrated the ability to deal with the subject matter.

**BOARD CONTROLLED PUBLIC PLACES.** All current and future grounds placed under board control by the Charter, such as the Board of Utilities and the Board of Education in the city.

**CALIPER.** The diameter of a tree trunk six inches above the existing grade or proposed planted grade. This measurement is only used for replacement when using nursery stock trees in this chapter.

**CITY.** The City of Avon Lake, Lorain County, State of Ohio.

**CRITICAL ROOT ZONE.** The area inscribed by an imaginary line on the ground beneath a tree having its center point at the center of the trunk of the tree and having a radius equal to 1.5 feet for every one inch of diameter breast height.

**DIAMETER BREAST HEIGHT (DBH).** The diameter of a tree measured at four and one-half feet above the existing grade. This measurement is an industry standard measurement used for existing trees.

**EMERGENCY.** The immediate necessity for the preservation of public peace, health and safety.

**HEDGE.** A row of closely planted shrubs or low-growing trees forming a fence or boundary.

**INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA).** The professional organization who governs the accreditation of tree care professionals and adopts standards for arboriculture implementation.

**LARGE TREES.** Those trees attaining a height of 45 feet or more.

**MASTER TREE PLAN.** The plan shall specify the species of tree to be planted on each of the streets in the city.

**MEDIUM TREES.** Those trees attaining a height of 30 to 45 feet.

**PARK.** All public parks having individual names.

**PARK AND STREET TREES DEPARTMENT.** The Public Works Department, which is the designated department of the city under whose jurisdiction park and/or street trees fall.

**PERSON.** Any person, firm, partnership, association, corporation, company or organization of any kind.

**PRINCIPAL THOROUGHFARE.** Any street upon which trucks are not prohibited.

**PRIVATE PROPERTY.** All grounds not owned by the city.

**PROPERTY LINE.** The ~~outer edge of a street or highway~~ border where a property begins and ends.

**PROPERTY OWNER.** The person owning such property as shown by the County Auditor's Plat of Lorain County, Ohio.

**PROTECTED TREE.** Any tree in good health having a diameter of eight inches DBH or larger or having an aggregate diameter of twenty inches DBH for multi-stemmed trees. Trees less

than eight inches DBH may be given protected status, if determined to be of high value by the Urban Forester based on species, health, and history.

**PUBLIC PLACES.** All non-board-controlled grounds owned by the city.

**PUBLIC TREES.** All shade and ornamental trees now or hereafter growing on a tree lawn or any public place where otherwise indicated.

**REMOVE OR REMOVAL.** The causing or accomplishing of the actual physical removal of a tree, or the effective removal through damaging, poisoning, or other direct or indirect action resulting in, or likely to result in, the death of a tree.

**SHRUB.** A woody plant of relatively low height, distinguished from a tree by having several stems protruding from the ground.

**SMALL TREES.** Those attaining a height of 20 to 30 feet.

**STREET and HIGHWAY.** The entire width of every public way or right-of-way when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular and pedestrian traffic.

**STREET TREE PROGRAM.** Per chapter 12 14, Developers deposit funds during the final plat phase of development into a program to pay for trees planted in tree lawns on public streets.

**TOPPING.** Topping is the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

**TREE.** A tall, woody plant, distinguished from a shrub by having comparatively greater height and, characteristically, a single trunk with multiple branches rather than several stems protruding from the ground.

**TREE LAWN.** That part of a street or highway, not covered by a sidewalk or other paving, lying between the property line and that portion of the street or highway usually used for vehicular traffic.

**TREE MAINTENANCE.** The planting, caring for and protection of trees adhering to ANSI A300 standards to reduce the prevalence of issues, including establishment failure and the possible spread of oak wilt, that stems from poor management practices.

**TREE PRESERVATION PLAN.** A proposal that includes a tree survey of a site, including a construction site or a site where trees may be impacted by temporary equipment, vehicles, or events, and a written plan with text and/or graphic illustrations indicating the methods used to preserve existing trees during construction and/or temporary events, and methods for ongoing maintenance, including replacement, fertilizing, and pruning following ANSI A300 standards. The Tree Preservation Plan shall contain specific penalties for damaging trees designated for protection including replacement definitions and monetary reimbursement.

**TREE SELECTION.** For residents, city, and contractors registered with the city, that they follow ANSI A300 standards and the Avon Lake Master Street Plan by not planting invasive species as published by the Ohio Department of Natural Resources.

**TREE SURVEY.** A graphic display drawn to scale by a landscape architect or certified arborist, not to exceed one inch (1") = fifty feet (50'), showing all existing protected trees on the site. The tree survey shall include species, DBH, and contain the outline of the critical root zone of each such tree.

**URBAN FORESTER.** The Urban Forester of the city, manages and implements the goals of this chapter.

#### § 1018.03 URBAN FORESTER.

There is hereby established the position of Urban Forester in and for the city, and the city hereby adopts the Avon Lake Arboricultural Specifications and Standards of Practice.

~~(a) Duties. The Urban Forester shall abide by and have the authority to promulgate rules and regulations under authority of the Avon Lake Arboricultural Specifications and Standards of Practice, which rules and regulations shall govern the planting, maintenance, removal, mulching, fertilization, pruning and bracing of trees on the tree lawns and public places in the city, and the Urban Forester shall direct, regulate and control the planting, maintenance and removal of all trees growing now or hereafter in any tree lawn or public place in the city. He or she shall cause the provisions of this chapter to be enforced. In his or her absence, these duties shall be the responsibility of a qualified person designated by the city.~~

**Duties.** The Urban Forester shall abide by and have the authority to promulgate and enforce the rules and regulations of this chapter under authority of the Avon Lake Arboricultural Specifications and Standards of Practice, which shall be based on ANSI A300 standards and in collaboration with the Tree Commission. In the absence of the Urban Forester, these duties shall be the responsibility of a qualified person designated by the City.

#### (b) Authority.

(1) In general. The Urban Forester shall have the authority and jurisdiction to regulate the planting, maintenance, ~~and removal~~, **removal, mulching, fertilization, pruning and bracing** of trees in tree lawns and public places to ensure safety and preserve the aesthetics of such public sites.

(2) Supervision. The Urban Forester **or a person designated thereby**, shall ~~have the authority and it shall be his or her duty to supervise or inspect~~ all work done under a permit issued in accordance with the terms of this chapter.

(3) Condition of permit. The Urban Forester shall have the authority to affix reasonable conditions to the granting of a permit in accordance with the terms of this chapter.

(4) Master ~~street~~ Tree Plan. The Urban Forester shall have the authority to formulate or modify the Master ~~street~~ Tree Plan. ~~The master street tree plan that~~ shall specify the species of tree to be planted on each of the streets in the city with the advice, a hearing, and the approval of the Tree Commission. From and after the effective date of the Master ~~street~~ Tree Plan, or any amendment thereof, all planting shall conform thereto ~~which shall be included as~~ Appendix C of the Avon Lake Arboricultural Specifications and Standards of Practice, ~~contains the Avon Lake master street plan and shall be maintained as tree-related records and reference material, including a street and park tree inventory.~~

A. The Urban Forester shall consider all existing and future utility and environmental factors when recommending a specific species for each of the streets and other public sites of the city.

B. The Urban Forester, with the approval of the Tree Commission, shall have the authority to amend or add to the master street tree plan at any time that circumstances make it advisable. The master street tree plan is to be reviewed and updated every five years. New streets and improved cultivars in trees are to be considered.

C. The Urban Forester shall maintain tree related records and reference material, including a street and park tree inventory.

~~(5) Arboricultural Specifications and Standards of Practice. The Urban Forester or the Tree Commission shall have the authority to modify, amend or extend the Avon Lake Arboricultural Specifications and Standards of Practice, with the approval of the city department heads and the Tree Commission, at any time that experience or technology indicates improved methods or whenever circumstances make it advisable. Council must approve any changes to policy or procedure. Other changes require only notification of Council.~~

#### § 1018.031 MASTER TREE PLAN

(a) The Master Tree Plan shall specify the species of tree to be planted on each of the streets in the city. From and after the effective date of the Master Tree Plan, or any amendment thereof, all planting shall conform thereto.

(b) The Master Tree Plan shall take into consideration all existing and future utility and environmental factors when identifying specific species for each of the streets and other public sites of the city.

(c) The Master Tree Plan is to be reviewed and updated every five years. New streets and improved cultivars in trees are to be considered.

(d) No tree shall be planted under electric lines on any of the public streets of the city, which at the estimated full growth will exceed 25 feet in height, or as to interfere with the aforementioned utility lines.

(e) Trees planted on any of the public streets of the city shall be planted no closer than 20 feet apart; no closer than 35 feet from an intersection; no closer than ten feet from all



utility poles, aprons, hydrants, manholes or other utility infrastructure unless specifically approved by the Urban Forester.

(f) Arboricultural Specifications and Standards of Practice. The Urban Forester or the Tree Commission shall have the authority to modify, amend or extend the Avon Lake Arboricultural Specifications and Standards of Practice, with the approval of the city department heads and the Tree Commission, at any time that experience or technology indicates improved methods or whenever circumstances make it advisable. The Council must approve any changes to policy or procedure. Other changes require only notification of Council.

(g) The Tree Commission shall develop and maintain a list, found in the Avon Lake Arboricultural Specifications and Standards of Practice, of desirable and undesirable large, medium, and small trees for planting in tree lawns and public places, which shall be used by the Urban Forester in developing the Master Tree Plan.

§ 1018.04 PLANTING OF TREES, SHRUBS, AND HEDGES; ~~AND/OR REMOVAL OF TREES;~~  
PERMIT REQUIRED.

(a) ~~Board-controlled places do not require~~ A permit for planting, pruning, maintenance or removal of trees, shrubs or hedges, ~~but said~~ on Board-**Controlled Property is not required, but said board** must administratively communicate **and receive approval for** all activity ~~to~~ **from** the Urban Forester to preserve current records **and maintain biodiversity**.

(b) Except as provided in ~~division subsection~~ (a) **hereof**, ~~of this section~~, no other person shall plant any tree, shrub or hedge upon any tree lawn or public place **without** ~~unless he or she shall have first obtained~~ **ing** a permit in writing from the Urban Forester specifying the size, type, species and location on the tree lawn or public place so to be planted. Approval to plant requires adherence to the specifications set forth in the Avon Lake Arboricultural Specifications and Standards of Practice.

(c) The Urban Forester shall have the authority to deny a permit ~~to any person who proposes to plant any tree or shrub upon a tree lawn or public place of a size, type or species found to be undesirable by the Urban Forester or found to be undesirable for the location proposed, or he or she may deny a permit to any person who proposes to plant any tree, shrub or hedge upon a tree lawn or public place at a location found by the Urban Forester to be of a size or type unsuitable for planting of trees, shrubs or hedges.~~ **under the following conditions as determined by the Urban Forester or Tree Commission:**

(1) the tree, shrub, or hedge is an undesirable size, type or species.

(2) the tree, shrub, or hedge is undesirable for the location proposed; or

(3) the tree lawn or public place is a size or type unsuitable for planting of trees, shrubs or hedges.

(d) Hereafter, when any tree is planted in a tree lawn or public place and is in conflict with specifications of the **Master-street Tree Plan**, as found in the Avon Lake Arboricultural Specifications and Standards of Practice, it shall be lawful for the city to request tree, shrub, hedge, or stump removal by the property owner within 30 days.

~~(e) The Tree Commission shall develop and maintain a list, found in the Avon Lake Arboricultural Specifications and Standards of Practice, of desirable and undesirable large, medium, and small trees for planting in tree lawns and public places.~~

(f) Trees planted upon a tree lawn or public place may be removed by the city as necessary to protect the public health, safety, welfare and aesthetics. The Urban Forester may cause the removal of any such tree by using city employees or private contractors under contract with the city. Stump grinding and restoration of tree lawn grass shall take place when trees are replaced or removed.

#### § 1018.05 REPLACEMENT OF TREES.

Any person or property owner granted permission to remove a tree from tree lawns or public places for the purpose of construction shall replace the removed tree or trees with a species designated on the **Master-street Tree Plan** as part of the city's Street Tree Program. The person or property owner shall bear the cost of replacing all trees removed. Projects initiated by the city shall have the replacement costs included in the project costs. Trees removed by the city or in Board-controlled places are to be replaced **subject to considerations of the location from where the tree was removed**. Replacing trees in the same location is not necessary and sometimes not practical. The city shall only pay for tree replacement when the original tree was part of the city's Street Tree Program funded by the original developer **and within one (1) year of planting**.

#### § 1018.06 PRUNING OF TREES.

(a) Every owner of any tree overhanging any public street, sidewalk or right-of-way within the city shall prune the branches of such trees so that the branches will not obstruct or shade any street lights; obstruct the view of traffic signs or street intersection, or obstruct the passage of pedestrians on public sidewalks, **or constitute a menace to the safety of the public**. ~~so that~~ There shall be a clear space of at least 14 feet above the surface of the street or ~~seven~~ **nine** feet above the surface of the public sidewalk **to remove a safety threat**.

(b) The city shall have the right to prune any tree or shrub on private property when it interferes with the light from a street light, the visibility of any traffic control device, sign or intersection, obstructs the passage of pedestrians on public sidewalks, or generally obstructs vehicular, bicycle, or pedestrian traffic **such that it constitutes a menace to the safety of the public**.

(c) **Permit Required**. Pruning of public trees by persons other than the city, persons contracted for by the city, or persons approved by the Urban Forester, requires a permit which identifies each tree being pruned and the type of pruning.

(d) **Topping.** No person, ~~firm or city department~~ shall top any public tree. TOPPING is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Public trees that have been severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, may be exempted from this section at the determination of the Urban Forester.

(e) No oak trees (*Quercus spp.*) or chestnut trees (*Castanea spp.*) shall be cut, trimmed or removed between April 1 through December 1 to prevent the further spread of oak wilt (*Bretziella fagacearum*) unless deemed necessary or hazardous after review by the Urban Forester or an emergency exists affecting public health or safety.

#### § 1018.07 PRUNING OR REMOVAL OF TREES ON PRIVATE PROPERTY.

(a) The city shall remove all public trees or portions of such trees which are dead, **damaged**, diseased or dangerous to the life, health or safety of pedestrians, vehicular or bicycle traffic, or public property.

(b) The city shall have the right to cause the removal of any dead, **damaged**, or diseased tree or portions of such trees on private property within the city, when such trees constitute a serious hazard to the safety of the public.

(c) The city shall have the right to cause the removal of any tree or shrub that harbors insects or disease which constitute a potential threat to other trees or shrubs within the city. **Prior to removal**, the Urban Forester ~~or Tree Commission~~ shall notify the owner of any such tree or shrub on private property of the nature of such threat.

(1) Within 30 days after the date of service of the notice to remove tree diseased or infested tree or shrub, the owner shall ~~cause~~ **provide the Urban Forester with a Letter of Intent from an Arborist who is registered with the city for** the removal of such tree or shrub at the owner's sole expense.

(2) Upon the ~~failure of~~ expiration of the time set forth in (1) above, the owner **has failed** to comply with the notice to remove diseased or infested tree or shrub, the city, its employees or agents, may enter upon the **property** to remove the diseased or infested tree or shrub. ~~and bill the property owner for~~ **The actual cost of the work shall be billed to-** ~~which shall become an assessment against the property~~ **owner and become an assessment against the property** until paid.

(d) No oak trees (*Quercus spp.*) or chestnut trees (*Castanea spp.*) shall be trimmed or removed between April 1 through December 1 to prevent the further spread of oak wilt (*Bretziella fagacearum*) unless deemed necessary or hazardous after review by the Urban Forester or his/her designee or an emergency exists affecting public health or safety.

#### § 1018.08 ABUSE AND/OR MUTILATION OF PUBLIC TREES.

(a) Unless specifically authorized by the Urban Forester, no person shall intentionally **cause damage to a public tree or to the Critical Root Zone. For purposes of this section, acts causing damage include, but are not limited to:** cut or carve; transplant or graft whether

above or below ground; ~~or remove; any public tree,~~ attach any rope, wire, nail, advertising, poster or other contrivance; ~~to any public tree,~~ allow any gaseous liquor or solid substance which is harmful to such trees to come in contact with them; or set fire to any public tree or permit any fire to burn when such fire or the heat therefrom will **cause injury any portion of any public to the tree;** ~~No person shall pour salt water~~ **or upon any street or abutting land** ~~or a chemical or chemicals upon any street~~ in such a way as to injure any tree planted or growing thereon. ~~The city shall not be restricted in the use of anti-icing materials.~~ **This provision shall not apply to the use of anti-icing materials necessary for the safety of persons upon the streets or sidewalks.**

(b) ~~No person without the written permission of the Urban Forester shall damage, misuse or remove any device placed to protect or maintain such tree within the public rights-of-way or on public property, except in case of immediate necessity for the protection of life or property.~~

(c) ~~No person shall change the natural drainage; excavate any ditches, tunnels, or trenches; or lay any drive within the root protection zone of any tree having all or any portion of its trunk in or upon any public property without obtaining a written approval from the Urban Forester and without strictly complying with the provisions of the issued approval and provisions of this chapter.~~

(d) ~~No person shall attach any electric wire to any tree growing or planted upon public property, including low voltage holiday lighting without the written permission of the Urban Forester. Every person having any wire charged with electricity running through or across a public street shall securely fasten such wire or wires so that they shall not come in contact so as to injure any tree therein, and shall temporarily remove any such wire or the electricity therein when it shall be deemed necessary by the Urban Forester, in order to take down or prune any trees growing in a public street, within 24 hours after the owner of such wire, or his agent, has been served a written notice to remove the wire or the electricity therefrom.~~

#### 1018.09 PROTECTION OF TREES NEAR CONSTRUCTION WORK.

~~(a) All trees measuring 12 inches DBH (diameter at breast height) or less on tree lawns or public places near any excavation, construction of any building or structure, or street work, soil excavation work or root cutting shall not occur closer than three feet from the outer bark of the tree. For trees measuring greater than 12 inches DBH, soil excavation work or root cutting shall not occur closer than a distance equal to the circumference of the tree measured at a height four feet above ground level or six feet, whichever is less.~~

~~(b) Trees shall be guarded with a protective device such as a substantial fence, frame or box not less than four feet high and eight feet square or placed at a distance in feet from the tree equal to the diameter of the trunk in inches, measured at a trunk height of approximately four and one-half inches from the ground, (DBH), whichever is greater, and all building material, dirt or other debris shall be kept outside the barrier. The protective device must be structurally sound and capable of protecting the trees from all expected~~

~~encroachment by debris and machinery associated with said excavation and/or construction.~~

~~—(c) Soil excavation work is permitted closer than the distance parameters established in divisions (a) and (b) of this section provided all excavation of soil is accomplished by hand shovel, air spade or auger, and no roots greater than two inches in diameter are severed.~~

~~—(d) If lateral roots greater than two inches in diameter are encountered, they shall be exposed beyond the excavation limits and an attempt shall be made to bend and relocate the roots without breaking them. If such lateral roots are encountered immediately adjacent to the location of new construction and relocation does not appear practical, the Public Works Director or his or her designee shall be contacted.~~

~~—(e) If, after inspection by the Urban Forester or his or her designee, it is determined that the cutting of roots cannot be avoided, the following standards shall be observed. Roots must be cut sharply and cleanly. The wound shall not be painted or treated. All excavated roots shall be backfilled by hand as soon as possible to prevent drying. If immediate backfilling is not possible, roots shall be covered with peat moss or wet burlap and watered. The tree shall be thoroughly watered by providing the equivalent of one inch of water per week for up to one year at the direction of the Urban Forester or his or her designee.~~

~~—(f) No construction equipment shall be parked and no particulate construction material such as sand, soil or gravel shall be stored on the surface of any unpaved areas within the drip line of any public tree without the express permission of the Urban Forester of his or her designee.~~

~~—(g) If the removal of a public tree cannot be avoided, or if a public tree does not survive due to construction activities, the owner of the facility to be constructed shall obtain a permit as specified in § 1018.04 and shall remove the tree at its expense. Said owner shall also plant, at the owner's sole expense, a replacement tree of a size, type and at a location approved by the Tree Commission.~~

~~—(h) No person shall excavate any ditches, tunnels or trenches or lay any drive within a radius of ten feet from any public tree without first obtaining a written permit therefore from the Urban Forester.~~

(a) Protected Trees near excavation, construction or demolition of any building or structure, or street work, shall be guarded with a highly visible protective barrier such as a substantial fence, frame, or box which shall not be removed unless or until the Urban Forester authorizes its removal.

(b) The Urban Forester shall review the Tree Protection Plan prior to the beginning of construction. The Urban Forester will perform periodic inspections of the construction site to ensure compliance with the Tree Protection Plan and identify tree damage or other violations not previously report to the Urban Forester by the contractor. Construction may be halted until violations are remedied.

(c) The protective device shall be not less than four feet high and no less than 4 feet from the tree or placed at the greater of the following distances:

(1) ten (10) feet;

(2) the drip line that is at the outermost extent of the branches; or

(3) a distance in feet from the tree equal to the circumference of the trunk in inches (e.g., 12-inch circumference equals a 12-foot distance), measured at DBH)

(d) All building material, dirt or other debris shall be kept outside the barrier to protect the critical root zone of the tree(s). The protective ~~device~~ barrier must be structurally sound and capable of protecting the trees from all expected encroachment of debris and machinery associated with said excavation, construction, demolition, or street work to prevent soil compaction or damage to the tree or the critical root zone.

(e) Tree Protection signs shall be visible and placed every twenty feet within the protection areas.

(f) Soil excavation work is permitted closer than the distance parameters established above provided all excavation of soil is accomplished by hand shovel, air spade or auger, and no roots greater than two (2) inches in diameter are severed.

(g) If lateral roots greater than two (2) inches in diameter are encountered, they shall be exposed beyond the excavation limits and an attempt shall be made to bend and relocate the roots without breaking them. If such lateral roots are encountered immediately adjacent to the location of new construction and relocation does not appear practical, the Urban Forester or designee shall be consulted.

(h) If, after inspection by the Urban Forester or designee, it is determined that the cutting of roots cannot be avoided, the following standards shall be observed:

(1) Roots must be cut sharply and cleanly.

(2) The wound shall not be painted or treated.

(3) All excavated roots shall be backfilled by hand as soon as possible to prevent drying. If immediate backfilling is not possible, roots shall be covered with peat moss or wet burlap and watered.

(4) The tree shall be thoroughly watered by providing the equivalent of one (1) inch of water per week for up to one year at the direction of the Urban Forester or designee.

(i) No construction equipment shall be parked and no particulate construction material such as sand, soil or gravel shall be stored on the surface of any unpaved areas within the drip line of any public tree without the express permission of the Urban Forester or designee.

(j) No storage of chemicals, materials, supplies, construction debris or waste is allowed within the area of the protective barriers.

(k) No fuel storage or washing down concrete or cement handling equipment is permitted on the site. Machinery refueling and maintenance will occur off site.

(l) All grade changes must receive a Grading Permit from the Public Works Department with the approval of the Urban Forester prior to the start of the project to reduce construction activity damage to trees.

(m) If it becomes necessary to cut or prune roots outside the root protection zone during construction, all cuts will be clean cuts perpendicular to the natural growth direction. Roots must be backfilled within an hour of cutting followed by watering of the tree within 24 hours with the equivalent of one inch of rain distributed over the root protection zone.

(n) Any tree pruning needed prior to or during construction to prevent construction related tree damage or equipment clearance must be supervised by an ISA Certified Arborist following ANSI A300 standards.

(o) The Urban Forester shall review the Tree Preservation Plan and contractor performance during daily construction meetings. Enforcement, penalties and mitigation regarding breach of the Tree Preservation Plan should be discussed, understood and captured in construction documents. Any tree damage or injuries should be reported to the Urban Forester as soon as possible.

(p) If the removal of a public tree cannot be avoided, or if a public tree does not survive due to construction activities, the owner of the facility to be constructed shall obtain a permit as specified in Section 1018.08 and shall remove the tree at the owner's expense. Said owner shall also plant, at the owner's sole expense, a replacement tree of a size, type and at a location approved by the Urban Forester.

(q) No person shall excavate any ditches, tunnels or trenches or lay any drive within a distance in feet from the tree trunk equal to 1.5 times the diameter of the trunk in inches, measured at DBH or the radius of ten feet whichever is greater from any public tree without first obtaining a written permit from the Urban Forester.

#### § 1018.10 PLACING OF MATERIAL INJURIOUS TO TREES ON PUBLIC PROPERTY.

No person shall deposit, place, store or maintain upon any public place of the city, any stone, brick, sand, concrete or other materials which may impede the free passage of water, air, or fertilizer to the roots of any tree growing therein, except by written permit of the Urban Forester.

#### § 1018.11 NOTICED TO CORRECT; SERVICE; NONCOMPLIANCE; REMEDY OF CITY.

The person or property owner shall be provided with written notice of desired action.



(a) Should any person or persons owning real property bordering on a tree lawn or public place fail to maintain trees as provided in this chapter, the Urban Forester shall order such person or persons, within 30 days after receipt of written notice, to comply with the requested maintenance **within 30 days after receipt of written notice.**

(b) The order provided herein shall be served by certified mail at the last known address of the property owner. **If the delivery of the certified mail shall fail for any reason, service of the notice required herein shall be deemed effective upon posting said notice in a conspicuous location upon the property.**

(c) When a person to whom an order is directed shall fail to respond or comply within the specified time, it shall be lawful for the city to perform requested maintenance and assess the property owner for the cost of services rendered.

#### § 1018.12 EMERGENCIES.

In the case of officially declared emergencies, such as windstorms, ice storms or other disasters, the provisions of this chapter shall be waived **to the minimal extent possible** so that said provisions will in no way hinder public and/or private work to restore order in the city. Such work shall follow maintenance standards as outlined by the Urban Forester.

Necessary emergency activity for repair of underground utilities to assure landowner services does not require a permit. Any emergency activity which results in damaging, pruning or removal of trees, shrubs, hedges, or other vegetation in a tree lawn or public place must be administratively communicated to the Urban Forester **as soon as practicable.**

#### § 1018.13 INTERFERENCE WITH URBAN FORESTER OR AGENT.

No person shall hinder, prevent, delay or interfere with the Urban Forester or their designated representative or agent while such person is engaged in carrying out the provisions of this chapter, provided, however, that nothing herein shall be construed as an attempt to prohibit the pursuit of any remedy, legal or equitable, in any court of competent jurisdiction for the protection of property rights by the owner of any property within the city.

#### § 1018.99 ENFORCEMENT AND PENALTY.

(a) The Urban Forester or designee may issue citation to any person who fails to comply with the provisions of this chapter or who otherwise fails to comply with any legal directive issued by the Urban Forester or designee in furtherance of the requirements of this chapter.

(b) Whoever violates any of the provisions of this chapter is guilty of a minor misdemeanor and shall be fined ~~not more than \$100~~ **up to three times market rate value of the former tree and \$1,000** for each offense. A separate offense shall be deemed committed for each seven days of continued violation or noncompliance.

Section No. 2: That Codified Ordinance Section 1065.99 is hereby amended as follows:



1065.99 ENFORCEMENT AND PENALTY.

(a) The Urban Forester, as defined in § ~~1018.03~~, or **Public Works Director or other persons having jurisdiction hereof**, ~~Urban Forester's designee~~ may issue citations to any person who fails to comply with the provisions of this chapter.

(b) Whoever violates any of the provisions of this chapter is ~~guilty of a minor misdemeanor and shall be fined not more than \$100~~ **\$1,000** for each offense **and shall be liable for a mitigation fee equal to or up to three times the market value of the damaged or destroyed tree to be deposited into the Avon Lake Tree Fund**. A separate offense shall be deemed committed for ~~each~~ **every** seven days of continued violation or noncompliance.

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: 7/14/2025

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE APPROVING A VACATION FOR A PORTION OF THE SHIELDS AVENUE AND ELECTRIC BOULEVARD RIGHTS-OF-WAY AND DECLARING AN EMERGENCY.

WHEREAS, Avon Lake Regional Water has petitioned the City for a vacation of portions of the Shields Avenue and Electric Boulevard rights-of-way for operational purposes; and

WHEREAS, the Planning Commission did consider said petition at its meeting of July 2, 2025, and recommended that said vacation should be granted; and

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

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

Section No. 1: That the vacation of portions of the Shields Avenue and Electric Boulevard rights-of-way is hereby vacated. (Exhibit A)

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

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

1<sup>st</sup> reading: 7/14/2024

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT AGREEMENT AND PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake, Ohio (“City”) is a Charter City formed and organized pursuant to the Constitution and the laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities, including the City, have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Companies accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance, and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties' Agreements, have drafted and the City has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, the Council understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Companies; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS, on July 28, 2020, the City directly submitted a claim in the Purdue Pharma L.P., *et al.* Bankruptcy proceedings in the United States Bankruptcy Court, Southern District of New York, Case No. 19-23649 (RDD); and

WHEREAS, a proposed national opioids settlement has been reached with Purdue Pharma, certain of its affiliates, and the Sackler family (“Proposed Settlement”) to provide funds and settle direct claims held by States, Local Governments, and other creditors, including the City, a copy of which is attached hereto as Exhibit “1”; and

WHEREAS, pursuant to the Notice of Proposed Settlement, the City must elect to participate in the Proposed Settlement by executing and returning a Participation Form in the form of the attached “Exhibit K, Subdivision Participation and Release Form” a copy of which is attached hereto as Exhibit “2” on or before September 30, 2025; and

WHEREAS, the Council wishes to agree to the material terms of the Proposed Settlement with Purdue and authorize the acceptance of its share of funds distributed to Ohio pursuant to the Proposed Settlement.

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

Section No. 1: That Council hereby authorizes the Mayor to complete and execute Subdivision Participation and Release Form on behalf of the City to authorize participation in the Proposed Settlement, a copy of which is on file with the City, and to further execute on behalf of the City any and all other documents necessary for acceptance of the Proposed Settlement.

Section No. 2: That Council hereby approves and ratifies any reasonable steps taken by the Mayor prior to the date hereof in his efforts to accept the Proposed Settlement Agreement.

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

Section No. 4: That this Resolution 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, and to ensure prompt pursuit of funds to assist in abating the opioid epidemic through the City. Therefore, this Resolution 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

\_\_\_\_\_  
Mayor

AN ORDINANCE AMENDING THE RULES OF THE CIVIL SERVICE COMMISSION  
AND DECLARING AN EMERGENCY.

WHEREAS, it has been recommended by the Civil Service Commission and the Human Resources Committee that revisions be made in the Civil Service Rules.

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

Section No. 1: That Rule 14 of the Rules of the Civil Service Commission is hereby amended as follows:

**RULE 14**  
**APPLICATION FOR POSITIONS IN THE POLICE DEPARTMENT**

Section A. Original Appointment

1. No position above the rank of police officer in the police department shall be filled by original appointment.
2. There shall be two methods for the original appointment of a police officer into the Classified Civil Service of the City of Avon Lake, Entry Level and Lateral Entry. Both methods shall require a Civil Service Examination and placement on Certified Eligibility List.

Section B. Age Requirement

1. No person shall be eligible to receive an original appointment as a police officer unless the person has reached the age of twenty-one (21) years. No person shall be eligible to receive an original appointment as a police officer on and after the person's forty-first (41) birthday except as provided in this Rule 14 Section B.2. below.
2. Any person forty-one (41) years of age or more may be permitted to claim credit for full-time law enforcement service. Any person who desires to request this credit shall provide documentation for their credited full-time law enforcement service from a recognized Local, State, ~~or~~ Federal Public Pension System at time of application and not later than the day of Civil Service examination. Upon receipt and verification, the person shall be eligible to have up to ten (10) years of their total full-time law enforcement service deducted from their current age. If the total number of years credited, when subtracted from their current age, equals less than forty-one (41) on the date of appointment, they shall be eligible for original appointment as a police officer.

### Section C. Certified Eligibility List

1. A separate Certified Eligibility List shall be created for both Entry Level and Lateral Entry and run concurrently to each other.
2. Appointments shall be made from the certified eligibility lists following a ~~two (2)~~ **one (1)** for one (1) appointment cycle. Meaning, upon ~~two (2)~~ **one (1)** candidates being successfully appointed from the Entry Level list, the Appointing Authority may elect to appoint one (1) candidate from the Lateral Entry list subject to the qualifications set forth in this Rule 14 Section D.9 below.
  - a. Upon a successful Lateral Entry appointment, upon the Appointing Authority choosing not to appoint from the Lateral Entry list or upon certification of a new Entry Level list, the ~~two (2)~~ **one (1)** for one (1) appointment cycle shall reset and start over.

### Section D. Qualifications

1. All candidates seeking original appointment shall conform to the minimum qualifications set forth by the Rules of Regulations of the City of Avon Lake Civil Service Commission and minimally submit to the following:
  - Civil Service Examination
    - o Lateral Entry candidates shall be administered an oral examination in the form of a scored panel interview.
  - Fitness for Duty - Physical Agility Exam.
  - Oral Interviews.
  - Background Investigation.
  - Polygraph or Voice Stress Analysis Exam.
  - Psychological Exam.
  - Medical Exam; and
  - Drug Screening
2. All candidates seeking appointment shall possess and provide proof of:
  - A high school diploma or high school equivalency credential.
  - A valid Ohio Driver License; and
  - U.S. Citizenship.
3. All Candidates seeking original appointment via Lateral Entry shall additionally conform to the following:
  - Be currently or previously employed for not less than two (2) years as full- time peace officer.
  - Except for documented authorized leaves of absence, not have more than a twelve (12) month break in service from their current or previous employment as a peace officer;
  - **Must disclose separation from a current or prior law enforcement position because of a disciplinary issue, or to avoid a disciplinary action;** and
  - Possess a valid Ohio Police Officer Training Academy (OPOTA) certification that is not currently under investigation or been subjected to negative action or suspension.

4. If the number of candidates for lateral entry exceeds ten (10), then the civil service application will be reviewed to determine the top ten (10) candidates who will proceed on to the oral examination in the form of a scored panel interview. The top ten (10) lateral entry candidates will be determined through a process where their confirmed levels of education, training, and police experience, as listed in the civil service application, are assigned points. In the event of a tie, preference will be given to the candidate with military experience in accordance with Rule 9, Section B, or if no such candidate has military experience, the tiebreaker shall be determined by the date and time of application submittal. The names of the candidates shall be shielded from the person(s) rating candidates for education, training, and police experience.

Section G. Additional Credit for Military Service. *Refer to Rule 9 Section B.*

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 establish an effective method of evaluating candidates and clarifying the Civil Service requirements to ensure the best hiring practices for the smooth operation of City Departments, thus for the safety, health, and welfare of the public. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

1<sup>st</sup> reading:

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor



AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEDICAL DIRECTION SERVICES AGREEMENT FOR THE TACTICAL EMERGENCY MEDICAL SERVICES (TEMS) AND RELATED TRAINING TO THE EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM (ELCERT) COMPRISED OF THE CITY OF AVON, THE CITY OF AVON LAKE, AND THE CITY OF NORTH RIDGEVILLE AND UNIVERSITY HOSPITAL AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake, along with the City of Avon, the City of North Ridgeville, and University Hospital (UH) desire to jointly provide certain Tactical Emergency Medical Services (TEMS) and related training to the Eastern Lorain County Emergency Response Team (ELCERT); and

WHEREAS, UH is a quaternary care hospital and Level 1 Trauma Center, and the purpose of this Medical Direction Services Agreement is to facilitate and enhance tactical emergency medical treatment capabilities of ELCERT and UH's medical personnel during actual tactical operations and training periods which UH will be supporting; and

WHEREAS, maintenance and operation of such a team will require a Medical Direction Services Agreement which is authorized pursuant to Section 140.02 of the Ohio Revised Code; and

WHEREAS, the Chiefs of Fire for Avon, Avon Lake, North Ridgeville, and UH will develop a procedure/protocol for stationing of UH personnel in safe areas in reasonable proximity to the scene of operation. ELCERT personnel are responsible for removing injured persons outside of the area of operation (also referred to as a "hot zone"), such as UH's areas where the UH's personnel would be located (also referred to as a "cold zone"), for treatment and securing further transport to medical facilities; and

WHEREAS, Council, after reviewing the proposed MOU, finds it necessary and desirable to enter said agreement for TEMS and related training to the ELCERT providing for the development of procedure/protocol for stationing of UH personnel in safe areas in reasonable proximity to the scene of operation.

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

Section No. 1: That Council hereby approves, accepts, and authorizes the Mayor to enter into a Medical Direction Services Agreement for the Tactical Emergency Medical Services (TEMS) and related training to the Eastern Lorain County Emergency Response Team (ELCERT) comprised of the City of Avon, the City of Avon Lake and the City of North Ridgeville and University Hospital (UH) for the development of

procedure/protocol for the stationing of UH personnel in safe areas in reasonable proximity to the scene of operation, a copy of said contract being attached hereto, marked as "Exhibit A" and incorporated herein by reference.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessary for the preservation of the public, health, safety, and welfare of the citizens of the City of Avon Lake, Ohio. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

**MEDICAL DIRECTION SERVICES AGREEMENT**

This Medical Direction Services Agreement is entered into as of August 1, 2025 (the "Effective Date") by and between University Hospitals St. John Medical Center ("Provider"), and the cities of Avon and Avon Lake Ohio (collectively, "Municipalities").

WHEREAS, Provider is an acute care medical center located in Westlake, Ohio, where it provides emergency medical services to the community and maintains emergency medicine physicians on its medical staff;

WHEREAS, Municipalities are governmental entities and chartered under the laws of the State of Ohio;

WHEREAS, Municipalities provides many amenities and essential services to its residents and visitors, including, but not limited to emergency medical services and pre-hospital patient care through Tactical Emergency Medical Services ("TEMS" or "Department(s)") associated with The Eastern Lorain County Response Team ("ELCERT"), which is comprised of the cities of Avon and Avon Lake.

WHEREAS, each Department is required under Section 4765.42 of the Ohio Revised Code to affiliate with a qualified health care provider responsible for providing medical direction for each Department's emergency medical service operations;

WHEREAS, the Departments and Provider are interested in ensuring access to high quality emergency health care services within the Municipalities and surrounding communities;

WHEREAS, Provider and the emergency medicine physicians on its medical staff desire to enhance the quality of medical care provided to patients of the Departments and individuals within the community;

NOW, THEREFORE, in consideration of the premises, the parties agree to incorporate the foregoing recitals and further agree as follows:

1. Provider agrees to provide medical direction services (the "Medical Direction Services") for Municipalities' emergency medical services operations, as required for each Department's operation under Ohio Revised Code Section 4765.42 and related regulations, during the term of this Agreement. The Medical Direction Services are further described on Exhibit A attached hereto and incorporated herein by this reference. During the term of this Agreement, each Department hereby submits to the medical direction of Provider and its employees, contractors, and medical staff engaged in providing the Medical Direction Services. In providing the Medical Direction Services, Provider may require each Department to implement reasonable and evidence-based policies, procedures, protocols or actions to support the safe and high-quality performance of clinical care delivered by the Departments. Each Department shall in a reasonably timely manner adopt and carry out the recommendations made by Provider. If a Department objects to any such policies, procedures, protocols or actions, or fails to properly adopt or fully carry out such policies, procedures, protocols or actions in a reasonably timely manner, Provider shall have the option to (i) recommend alternate or modified policies, procedures, protocols or actions or (ii) terminate this Agreement upon written notice to the respective Department.

2. The term of this Agreement shall begin on the Effective Date and continue for one year (the "Term"). Notwithstanding the foregoing, the Term shall automatically extend for successive one-year periods. Either party may terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement immediately if the non-terminating party has breached this Agreement or if legal counsel to the terminating party determines in good faith that this Agreement may not comply with applicable law as a result of a change in law or the issuance of guidance or interpretation of law by a governmental authority

3. In consideration for the Medical Direction Services, each Municipality shall ensure that their Department continues to provide emergency medical services within its applicable service area during the Term of this Agreement.

4. Neither party shall be responsible to the other party for any and all costs, damages, or other liabilities incurred by a party under this Agreement or as a result of any use or misuse of the Medical Direction Services.

5. The parties shall comply with all requirements of Federal and Ohio law regarding the protection and security of patient health care information, including, but not limited to, the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, 104-191, and codified at 45 C.F.R. Parts 160 and 164 ("HIPAA"), and the HIPAA business associate terms set forth on Exhibit B, attached hereto and incorporated herein by this reference.

6. The parties shall comply with Federal and Ohio law regarding referral of patients or business that is reimbursed in whole or in part by a Federal or Ohio health care program, including, but not limited to prohibitions set forth at 42 U.S.C. 1320a-7b. The parties further agree, acknowledge and certify as follows:

(a) the transport, delivery or referral of patients to Provider by the Departments is not a condition of this Agreement or for the provision of the Medical Direction Services;

(b) the quality and quantity of the Medical Direction Services are not based on, and shall not reflect, the value or volume of referrals by the Departments to Provider;

(c) no representative of Provider has discussed or stated any anticipation or expectation of referrals of patients by the Departments to Provider in connection with this Agreement or the provision of the Medical Direction Services;

(d) no representative of any Municipality or any Department has discussed or stated any expectation of receiving anything of value, including the Medical Direction Services, in exchange for, or in anticipation of, referrals of patients by their Department to Provider;

(e) each Department's use of the Medical Direction Services shall not be restricted and may be used for any patient regardless of insurance coverage or transport destination; and

(f) the parties agree to the terms and conditions of the Compliance Addendum attached hereto as Exhibit C and incorporated herein by reference.

7. This Agreement is governed by the laws of the State of Ohio. Claims and disputes arising under this Agreement shall be brought only in State and Federal courts residing in Lorain County, Ohio. If any term of this Agreement is deemed unenforceable or invalid, the remaining terms shall continue in full force and effect. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and all prior and contemporaneous agreements and understandings are hereby incorporated herein by reference. This Agreement shall only be amended in writing signed by both parties. No waiver of any term of this Agreement shall be effective unless set forth in writing and signed by the waiving party. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the parties have executed this Agreement on the dates set forth below.

MUNICIPALITIES  
City of Avon

PROVIDER

By: _____	By: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____

MUNICIPALITIES  
City of Avon Lake

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

Print: \_\_\_\_\_

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

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

Exhibit A  
Medical Direction Services

Provider is responsible for medical direction of the ELCERT TEMS and its participating paramedics. These responsibilities include, but are not limited to, the following:

- 1.) Provide an assigned medical director for the Departments.
- 2.) Evaluate the clinical competency of each Department's emergency medical services operation personnel and authorize, where such personnel are determined to be competent, for such personnel to render services under UH's medical direction.
- 3.) Approve patient care measures performed by each Department's emergency medical services operation personnel.
- 4.) Supervise and advise on quality improvement activities of each Department, including regularly scheduled case reviews, review of documentation, appropriateness of therapy, and adherence to protocols. Quality improvement initiatives may include but are not limited to:
  - a. Appropriateness of drug therapy, including dosages and route of administration;
  - b. Application of medical protocols to specific patient complaints and presenting symptoms;
  - c. Timeliness of response/on-scene time;
  - d. Documentation of patient treatment and response to initiated therapies; and
  - e. Identifying and advising on educational opportunities.
- 5.) Assist with development and implementation of patient care protocols.
- 6.) Provide regularly scheduled educational programs, including updates on new therapies, drugs and patient care protocols.
- 7.) Review drug treatment therapies and sign the annual drug license application(s) for the Ohio Board of Pharmacy.
- 8.) Oversight of on-line medical control.

Exhibit B  
HIPAA Business Associate Terms

Provider may be providing services to a Department that creates a Business Associate relationship as defined by HIPAA. "PHI" as used herein shall mean and be limited to "protected health information" (as such term is defined in the Privacy Rule) that is created, received or obtained in connection with the performance of this Agreement. The terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in 45 Code of Federal Regulations ("CFR"), Parts 160 and 164, subparts A and E (the "Privacy Rule") and Part 164, subparts A and C (the "Security Rule"). Accordingly, the parties agree as follows:

(a) Provider shall be prohibited from using or disclosing PHI other than as expressly permitted or required by this Agreement; provided, however, in no event shall Provider use or disclose PHI in any manner that violates HIPAA or other applicable law. Provider is permitted to use and or disclose PHI: (i) if necessary for the proper management and administration of Provider's business; (ii) to carry out its legal responsibilities; and (iii) to aggregate PHI and data derived from PHI as permitted under HIPAA for quality assurance, performance improvement, and service delivery planning in order to ensure access to high quality emergency medical care to the communities served by Provider and each Department.

(b) Provider will require its agents or subcontractors receiving PHI from Provider to adhere to the restrictions and conditions required in this Exhibit.

(c) Provider shall make PHI available: (i) to individuals in accordance with 45 CFR Section 164.524 governing access of individuals to PHI; (ii) records for amendment (and incorporate amendments) in accordance with 45 CFR Section 164.526 governing amendments to PHI; (iii) any and all information necessary for providing patients an accounting of disclosures in accordance with 45 CFR Section 164.528 governing accounting for disclosures; and (iv) its internal practices, books and records related to the use and disclosure of PHI to the Secretary of Health and Human Services ("HHS") and his or her designees for the purposes of determining compliance with HIPAA.

(d) Provider shall use appropriate safeguards to prevent the unauthorized use or disclosure of all PHI, as well as safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI ("e-PHI"), including those required in the Security Rule. Without limiting the foregoing, Provider shall implement systems, policies and procedures in order to comply with Sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations, which regulations shall apply to Provider in the same manner that such sections apply to the Department.

(e) Provider shall report to a Department any Security Incident or other breach of unsecured PHI. Such notice shall be made to the Department within 15 business days after discovery of the breach and shall include the nature of the violating use or disclosure, the patients affected, the specific PHI used or disclosed, the identity of the person suspected of making the violating use and/or who received the disclosure and the corrective action Provider has or will take to prevent further similar violations, including any mitigation, and any other information the Department reasonably requests.

(f) Upon termination of this Agreement, Provider will return or destroy all PHI received from or created or received on behalf of each Department pursuant to this Agreement. In the event return or destruction is not feasible or practical, Provider will extend the protections required in this Exhibit to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible or impractical.

Exhibit C  
Compliance Addendum

Each party to the Medical Direction Services Agreement (a "Certifying Party") certifies as follows:

1. Certifying Party certifies that it shall perform its obligations under the Agreement in compliance with the requirements set forth in the Federal Anti-Kickback Statute and the Stark Self-Referral Law, to the extent such laws may be applicable to the arrangements described in the Agreement. Certifying Party represents and warrants that, to its best knowledge and belief, no part of any consideration provided under the Agreement is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business or other illegal conduct.
2. Neither Certifying Party, nor to Certifying Party's knowledge, any officer, director, member, manager or employee of Certifying Party has been debarred, excluded, suspended or otherwise determined to be ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs<sup>1</sup> (collectively, "Ineligible"), or convicted of a criminal offense that could result in such party becoming Ineligible. Certifying Party shall not knowingly employ or contract with any individual or entity listed by a Federal agency of the United States of America as Ineligible.
3. If, at any time during the term of this Agreement, Certifying Party: (i) becomes Ineligible; (ii) is charged with a criminal offense related to Federal health care programs or is proposed for exclusion from participation in Federal health care or procurement or non-procurement programs; or (iii) has notice that any of its directors, officers, key employees or agents have become Ineligible or have been charged with a criminal offense related to Federal health care programs or is proposed for exclusion, Certifying Party agrees to use commercially reasonable efforts to immediately notify the other party hereto. In the event Certifying Party becomes Ineligible, the other party hereto shall have the right to terminate this Agreement immediately upon notice to Certifying Party. Further, in the event that Certifying Party becomes aware of any criminal charges or exclusions as described above are pending or proposed against Certifying Party, or that any director, officer, key employee or agent of Certifying Party has become Ineligible, the other party reserves the right in its sole discretion to terminate this Agreement or to exclude such party or parties from participation in this Agreement, or to take other appropriate steps to protect patients and state and Federal program funds.
4. Certifying Party shall perform the Agreement in compliance with all applicable laws, rules, regulations and Federal health care program requirements (to the extent applicable) (collectively, "Laws"). The failure of a Certifying Party to comply with applicable Laws shall be grounds for immediate termination of this Agreement.
5. Certifying Party acknowledges that future changes in federal, state or local law, or future judicial decisions or regulatory interpretations of law (collectively, a "Change in Law") may affect this Agreement and the relationships described herein. Certifying Party acknowledges that this Agreement is subject to adjustment at any time in the event, and to the extent, required by any state or Federal government agency or authority, to maintain the tax-exempt status of any UH entity under the Internal Revenue code, and/or the law of the State of Ohio and/or to comply with any other law or regulation. In the event of any proposed or actual Change in Law that, in the opinion of legal counsel for Certifying

<sup>1</sup> An individual or entity listed on either the Health and Human Services – Office of Inspector General – List of Excluded Individuals at [www.exclusions.oig.hhs.gov](http://www.exclusions.oig.hhs.gov) or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs at [www.epls.gov](http://www.epls.gov), as revised from time to time, is Ineligible.



Party or the other parties hereto, would or does invalidate any provision of this Agreement or cause any party hereto to be in violation of law in performing its duties and obligations hereunder, any party may request renegotiation of the Agreement by giving written notice to the other parties. Certifying Party agrees to negotiate, in good faith, revisions to the provision or provisions which are in violation.

6. Certifying Party shall maintain all documents and records in connection with the services provided under this Agreement relating to reimbursement from Federal health care programs or which may be necessary to verify the nature and extent of the cost of the services provided by the Certifying Party hereunder, until the expiration of four (4) years after the furnishing of any services under this Agreement, or any longer period as may be required by law, and shall make such documents and records available to, upon request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any other governmental authority, or their duly authorized representatives. If Certifying Party uses a permitted subcontractor to perform services under this Agreement with a value of \$10,000 or more during any year, Certifying Party shall cause such subcontractor to agree in writing to assume the same obligations as described above with respect to maintenance of documents and records in connection with services provided under this Agreement and cooperation with governmental audits and investigations.

In the event there is any conflict between this Compliance Addendum and the Agreement, the terms set forth herein shall prevail.

A RESOLUTION IN SUPPORT OF THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR), DIVISION OF FORESTRY, OHIO'S URBAN FORESTRY GRANT APPLICATION AND ITS IMPLEMENTATION AND DECLARING AN EMERGENCY.

WHEREAS, Resolution No. 25-65, dated March 24, 2025, authorized the submission to the ODNR, Division of Forestry, Ohio's Urban Forestry Grant Program to receive up to \$100,000 in grant funds; and

WHEREAS, Council recognizes the importance of sustaining a healthy and resilient urban forest and supports strengthening Avon Lake's long-term strategy for maintaining and improving the tree canopy through enhanced management practices that this grant would make possible; and

WHEREAS, the successful implementation of the Urban Forestry Grant will provide lasting environmental, social, and economic benefits for the entire Avon Lake community, including underserved areas identified through canopy and demographic analysis; and

WHEREAS, the Avon Lake Tree Commission, in its letter dated August 13, 2025, has expressed strong support for this initiative and confirmed its alignment with the City's newly adopted Tree Commission Strategic Plan.

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

Section No. 1: That Council hereby acknowledges and supports the submission of the City of Avon Lake's application to the ODNR, Division of Forestry, Urban Forestry Grant Program.

Section No. 2: That Council further supports the implementation of the Urban Forestry Grant, if awarded, to strengthen the City's commitment to a sustainable and equitable urban forest and to realize the long-term environmental, social, and economic benefits envisioned.

Section No. 3: That Council respectfully requests the ODNR, Division of Forestry, to give full consideration to the City of Avon Lake's application.

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

Section No. 5: That this Resolution is hereby declared to be an emergency measure, the emergency being the necessity to file an application in a timely manner and to demonstrate Council’s support in order to acquire funds, thus for the public health, safety, and welfare. Therefore, this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____	_____ President of Council
POSTED: _____	_____ Approved
ATTEST: _____ Clerk of Council	_____ Mayor

AN ORDINANCE AMENDING ORDINANCE NO. 25-19R2, APPROPRIATIONS FOR FISCAL YEAR 2025, AND DECLARING EMERGENCY.

WHEREAS, certain funds within the amount appropriated in Ordinance No. 25-19R2 do not meet the estimated operational expenses.

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

Section No. 1: That, to provide for the anticipated expenses of the City for fiscal year 2025, commencing on January 1, 2025, the appropriations detailed in Exhibits A and B are hereby authorized and approved as of that effective date, and Ordinance No. 25-19R2 is hereby amended accordingly.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of establishing a provision of funds for the expenditures of fiscal year 2025, in order to maintain the efficient operation of the City and to preserve the health, safety, and welfare of the citizens of Avon Lake. Therefore, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor



# EXHIBIT A

## AUGUST 25, 2025

	Adopted	Budget	Amended
Account Classification	Budget	Amendments	Budget
<b>Fund 101 - General Fund</b>			
EXPENSE			
Salaries & Wages & Benefits	17,531,162.00	2,006.00	17,533,168.00
Operating Expenses	4,724,225.00	183,854.00	4,908,079.00
Capital Expenses	24,148.00	3,975.00	28,123.00
Transfers	2,270,740.00	(836,635.48)	1,434,104.52
EXPENSE TOTALS	\$24,550,275.00	(\$646,800.48)	\$23,903,474.52
Fund 101 - General Fund Totals	\$24,550,275.00	(\$646,800.48)	\$23,903,474.52
<b>Fund 202 - Streets CMR</b>			
EXPENSE			
Salaries & Wages & Benefits	996,652.00	.00	996,652.00
Operating Expenses	866,533.00	26,558.00	893,091.00
Capital Expenses	600,000.00	(20,000.00)	580,000.00
EXPENSE TOTALS	\$2,463,185.00	\$6,558.00	\$2,469,743.00
Fund 202 - Streets CMR Totals	\$2,463,185.00	\$6,558.00	\$2,469,743.00
<b>Fund 203 - State Highway Fund</b>			
EXPENSE			
Operating Expenses	100,000.00	.00	100,000.00
EXPENSE TOTALS	\$100,000.00	\$0.00	\$100,000.00
Fund 203 - State Highway Fund Totals	\$100,000.00	\$0.00	\$100,000.00
<b>Fund 204 - Income Tax Transfer</b>			
EXPENSE			
Transfers	19,097,540.00	.00	19,097,540.00
EXPENSE TOTALS	\$19,097,540.00	\$0.00	\$19,097,540.00
Fund 204 - Income Tax Transfer Totals	\$19,097,540.00	\$0.00	\$19,097,540.00
<b>Fund 205 - Improvement Fund</b>			
EXPENSE			
Operating Expenses	.00	42,500.00	42,500.00
Capital Expenses	.00	.00	.00
Transfers	1,675,000.00	.00	1,675,000.00
EXPENSE TOTALS	\$1,675,000.00	\$42,500.00	\$1,717,500.00
Fund 205 - Improvement Fund Totals	\$1,675,000.00	\$42,500.00	\$1,717,500.00
<b>Fund 206 - Paramedic Fund</b>			
EXPENSE			
Salaries & Wages & Benefits	2,015,628.00	.00	2,015,628.00
Operating Expenses	216,082.00	.00	216,082.00
Debt Expenses	.00	.00	.00
Capital Expenses	469,000.00	.00	469,000.00
EXPENSE TOTALS	\$2,700,710.00	\$0.00	\$2,700,710.00
Fund 206 - Paramedic Fund Totals	\$2,700,710.00	\$0.00	\$2,700,710.00
<b>Fund 207 - Income Tax Capital Improvement</b>			
EXPENSE			



# EXHIBIT A

## AUGUST 25, 2025

	Adopted	Budget	Amended
Account Classification	Budget	Amendments	Budget
Operating Expenses	.00	195,350.00	195,350.00
Capital Expenses	5,595,158.00	4,073,807.53	9,668,965.53
Transfers	.00	.00	.00
<b>EXPENSE TOTALS</b>	<b>\$5,595,158.00</b>	<b>\$4,269,157.53</b>	<b>\$9,864,315.53</b>
Fund 207 - Income Tax Capital Improvement Totals	\$5,595,158.00	\$4,269,157.53	\$9,864,315.53
Fund 208 - Office On Aging			
<b>EXPENSE</b>			
Operating Expenses	50,000.00	17,000.00	67,000.00
<b>EXPENSE TOTALS</b>	<b>\$50,000.00</b>	<b>\$17,000.00</b>	<b>\$67,000.00</b>
Fund 208 - Office On Aging Totals	\$50,000.00	\$17,000.00	\$67,000.00
Fund 209 - Dial A Bus Fund			
<b>EXPENSE</b>			
Salaries & Wages & Benefits	40,834.00	.00	40,834.00
Operating Expenses	6,371.00	.00	6,371.00
<b>EXPENSE TOTALS</b>	<b>\$47,205.00</b>	<b>\$0.00</b>	<b>\$47,205.00</b>
Fund 209 - Dial A Bus Fund Totals	\$47,205.00	\$0.00	\$47,205.00
Fund 210 - Communication Technology			
<b>EXPENSE</b>			
Salaries & Wages & Benefits	367,170.00	.00	367,170.00
Operating Expenses	705,308.00	.00	705,308.00
Capital Expenses	11,500.00	.00	11,500.00
<b>EXPENSE TOTALS</b>	<b>\$1,083,978.00</b>	<b>\$0.00</b>	<b>\$1,083,978.00</b>
Fund 210 - Communication Technology Totals	\$1,083,978.00	\$0.00	\$1,083,978.00
Fund 212 - Law Enforcement Trust Fund			
<b>EXPENSE</b>			
Operating Expenses	.00	.00	.00
<b>EXPENSE TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund 212 - Law Enforcement Trust Fund Totals	\$0.00	\$0.00	\$0.00
Fund 213 - Law Enforcement Education			
<b>EXPENSE</b>			
Operating Expenses	.00	.00	.00
<b>EXPENSE TOTALS</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund 213 - Law Enforcement Education Totals	\$0.00	\$0.00	\$0.00
Fund 214 - Court IDAT Treatment Fund			
<b>EXPENSE</b>			
Operating Expenses	500.00	.00	500.00
<b>EXPENSE TOTALS</b>	<b>\$500.00</b>	<b>\$0.00</b>	<b>\$500.00</b>
Fund 214 - Court IDAT Treatment Fund Totals	\$500.00	\$0.00	\$500.00
Fund 215 - Municipal Court Computer Fund			
<b>EXPENSE</b>			
Operating Expenses	68,400.00	.00	68,400.00
<b>EXPENSE TOTALS</b>	<b>\$68,400.00</b>	<b>\$0.00</b>	<b>\$68,400.00</b>



# EXHIBIT A

## AUGUST 25, 2025

	Adopted	Budget	Amended
Account Classification	Budget	Amendments	Budget
Fund 215 - Municipal Court Computer Fund Totals	\$68,400.00	\$0.00	\$68,400.00
Fund 216 - COPS Fast Fund			
EXPENSE			
Salaries & Wages & Benefits	386,997.00	.00	386,997.00
EXPENSE TOTALS	\$386,997.00	\$0.00	\$386,997.00
Fund 216 - COPS Fast Fund Totals	\$386,997.00	\$0.00	\$386,997.00
Fund 217 - Local Coronavirus Relief Fund			
EXPENSE			
Salaries & Wages & Benefits	.00	.00	.00
Operating Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 217 - Local Coronavirus Relief Fund Totals	\$0.00	\$0.00	\$0.00
Fund 218 - American Rescue Plan Act Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
Capital Expenses	.00	5,000.00	5,000.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$5,000.00	\$5,000.00
Fund 218 - American Rescue Plan Act Fund Totals	\$0.00	\$5,000.00	\$5,000.00
Fund 219 - Opioid Settlement Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 219 - Opioid Settlement Fund Totals	\$0.00	\$0.00	\$0.00
Fund 224 - AL Public Arts Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 224 - AL Public Arts Fund Totals	\$0.00	\$0.00	\$0.00
Fund 226 - Economic Development Fund			
EXPENSE			
Operating Expenses	.00	460,175.00	460,175.00
Capital Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$460,175.00	\$460,175.00
Fund 226 - Economic Development Fund Totals	\$0.00	\$460,175.00	\$460,175.00
Fund 227 - Safety Services Communications			
EXPENSE			
Capital Expenses	.00	.00	.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 227 - Safety Services Communications Totals	\$0.00	\$0.00	\$0.00
Fund 230 - Board of Building Standards			



# EXHIBIT A

## AUGUST 25, 2025

		Adopted	Budget	Amended
Account Classification		Budget	Amendments	Budget
<b>EXPENSE</b>				
Operating Expenses		8,000.00	.00	8,000.00
<b>EXPENSE TOTALS</b>		<b>\$8,000.00</b>	<b>\$0.00</b>	<b>\$8,000.00</b>
Fund <b>230 - Board of Building Standards Totals</b>		<b>\$8,000.00</b>	<b>\$0.00</b>	<b>\$8,000.00</b>
Fund <b>231 - Employee Sick Time Buy Back Fund</b>				
<b>EXPENSE</b>				
Salaries & Wages & Benefits		.00	.00	.00
Transfers		.00	.00	.00
<b>EXPENSE TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund <b>231 - Employee Sick Time Buy Back Fund Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund <b>232 - Street Tree Fund</b>				
<b>EXPENSE</b>				
Operating Expenses		.00	.00	.00
<b>EXPENSE TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund <b>232 - Street Tree Fund Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund <b>235 - Consulting Professional Training</b>				
<b>EXPENSE</b>				
Operating Expenses		.00	.00	.00
<b>EXPENSE TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund <b>235 - Consulting Professional Training Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund <b>236 - ALMunicipal Court Security Fund</b>				
<b>EXPENSE</b>				
Salaries & Wages & Benefits		83,138.00	.00	83,138.00
Operating Expenses		.00	.00	.00
<b>EXPENSE TOTALS</b>		<b>\$83,138.00</b>	<b>\$0.00</b>	<b>\$83,138.00</b>
Fund <b>236 - ALMunicipal Court Security Fund Totals</b>		<b>\$83,138.00</b>	<b>\$0.00</b>	<b>\$83,138.00</b>
Fund <b>237 - Court IDIAM Monitoring Fund</b>				
<b>EXPENSE</b>				
Operating Expenses		6,000.00	6,000.00	12,000.00
<b>EXPENSE TOTALS</b>		<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$12,000.00</b>
Fund <b>237 - Court IDIAM Monitoring Fund Totals</b>		<b>\$6,000.00</b>	<b>\$6,000.00</b>	<b>\$12,000.00</b>
Fund <b>238 - Court Probation Services Fund</b>				
<b>EXPENSE</b>				
Operating Expenses		.00	.00	.00
<b>EXPENSE TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund <b>238 - Court Probation Services Fund Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund <b>239 - Court Special Projects Fund</b>				
<b>EXPENSE</b>				
Operating Expenses		.00	.00	.00
Capital Expenses		.00	.00	.00
<b>EXPENSE TOTALS</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
Fund <b>239 - Court Special Projects Fund Totals</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>





# EXHIBIT A

## AUGUST 25, 2025

	Adopted	Budget	Amended
Account Classification	Budget	Amendments	Budget
<b>Fund 240 - Recreation Fund</b>			
EXPENSE			
Salaries & Wages & Benefits	1,061,909.00	.00	1,061,909.00
Operating Expenses	798,226.00	.00	798,226.00
Capital Expenses	.00	.00	.00
EXPENSE TOTALS	\$1,860,135.00	\$0.00	\$1,860,135.00
Fund 240 - Recreation Fund Totals	\$1,860,135.00	\$0.00	\$1,860,135.00
<b>Fund 241 - Legal Research &amp; Court Computer</b>			
EXPENSE			
Operating Expenses	.00	.00	.00
Capital Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 241 - Legal Research & Court Computer Totals	\$0.00	\$0.00	\$0.00
<b>Fund 301 - General Bond Retirement</b>			
EXPENSE			
Operating Expenses	5,000.00	50,000.00	55,000.00
Debt Expenses	2,696,386.00	193,095.74	2,889,481.74
Transfers	.00	.00	.00
EXPENSE TOTALS	\$2,701,386.00	\$243,095.74	\$2,944,481.74
Fund 301 - General Bond Retirement Totals	\$2,701,386.00	\$243,095.74	\$2,944,481.74
<b>Fund 302 - GO Bond Retirement (Voted)</b>			
EXPENSE			
Operating Expenses	4,500.00	108.00	4,608.00
Debt Expenses	329,000.00	3,350.00	332,350.00
EXPENSE TOTALS	\$333,500.00	\$3,458.00	\$336,958.00
Fund 302 - GO Bond Retirement (Voted) Totals	\$333,500.00	\$3,458.00	\$336,958.00
<b>Fund 446 - ALPS Playground Fund</b>			
EXPENSE			
Operating Expenses	.00	.00	.00
Capital Expenses	2,112,394.00	.00	2,112,394.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$2,112,394.00	\$0.00	\$2,112,394.00
Fund 446 - ALPS Playground Fund Totals	\$2,112,394.00	\$0.00	\$2,112,394.00
<b>Fund 501 - Special Assessment Bond Retire</b>			
EXPENSE			
Operating Expenses	.00	.00	.00
Debt Expenses	23,700.00	.00	23,700.00
EXPENSE TOTALS	\$23,700.00	\$0.00	\$23,700.00
Fund 501 - Special Assessment Bond Retire Totals	\$23,700.00	\$0.00	\$23,700.00
<b>Fund 520 - SA Walker Road/Lear Rd East</b>			
EXPENSE			
Operating Expenses	500.00	.00	500.00



# EXHIBIT A

## AUGUST 25, 2025

	Adopted	Budget	Amended
Account Classification	Budget	Amendments	Budget
Debt Expenses	.00	.00	.00
<b>EXPENSE TOTALS</b>	\$500.00	\$0.00	\$500.00
Fund 520 - SA Walker Road/Lear Rd East Totals	\$500.00	\$0.00	\$500.00
Fund 521 - SA Lear Rd/Walker Rd South			
<b>EXPENSE</b>			
Operating Expenses	1,100.00	.00	1,100.00
Debt Expenses	.00	.00	.00
<b>EXPENSE TOTALS</b>	\$1,100.00	\$0.00	\$1,100.00
Fund 521 - SA Lear Rd/Walker Rd South Totals	\$1,100.00	\$0.00	\$1,100.00
Fund 522 - SA Titus Pitts Hill Ditch			
<b>EXPENSE</b>			
Operating Expenses	.00	1,111,937.73	1,111,937.73
Transfers	.00	.00	.00
<b>EXPENSE TOTALS</b>	\$0.00	\$1,111,937.73	\$1,111,937.73
Fund 522 - SA Titus Pitts Hill Ditch Totals	\$0.00	\$1,111,937.73	\$1,111,937.73
Fund 525 - Sidewalk Improvement Fund			
<b>EXPENSE</b>			
Operating Expenses	.00	.00	.00
Capital Expenses	.00	.00	.00
<b>EXPENSE TOTALS</b>	\$0.00	\$0.00	\$0.00
Fund 525 - Sidewalk Improvement Fund Totals	\$0.00	\$0.00	\$0.00
Fund 527 - Cove Avenue Improvements			
<b>EXPENSE</b>			
Operating Expenses	500.00	.00	500.00
Transfers	.00	.00	.00
<b>EXPENSE TOTALS</b>	\$500.00	\$0.00	\$500.00
Fund 527 - Cove Avenue Improvements Totals	\$500.00	\$0.00	\$500.00
Fund 601 - Police Pension Fund			
<b>EXPENSE</b>			
Salaries & Wages & Benefits	353,555.00	.00	353,555.00
Operating Expenses	5,500.00	1,800.00	7,300.00
<b>EXPENSE TOTALS</b>	\$359,055.00	\$1,800.00	\$360,855.00
Fund 601 - Police Pension Fund Totals	\$359,055.00	\$1,800.00	\$360,855.00
Fund 602 - Fire Pension Fund			
<b>EXPENSE</b>			
Salaries & Wages & Benefits	353,555.00	.00	353,555.00
Operating Expenses	5,500.00	1,800.00	7,300.00
<b>EXPENSE TOTALS</b>	\$359,055.00	\$1,800.00	\$360,855.00
Fund 602 - Fire Pension Fund Totals	\$359,055.00	\$1,800.00	\$360,855.00
Fund 603 - Recreation Trust			
<b>EXPENSE</b>			
Operating Expenses	.00	.00	.00



# EXHIBIT A

## AUGUST 25, 2025

	Adopted	Budget	Amended
Account Classification	Budget	Amendments	Budget
Capital Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 603 - Recreation Trust Totals	\$0.00	\$0.00	\$0.00
Fund 611 - Deposit Trust			
EXPENSE			
Operating Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 611 - Deposit Trust Totals	\$0.00	\$0.00	\$0.00
Fund 612 - Unclaimed Funds			
EXPENSE			
Operating Expenses	500.00	.00	500.00
Transfers	.00	19,904.52	19,904.52
EXPENSE TOTALS	\$500.00	\$19,904.52	\$20,404.52
Fund 612 - Unclaimed Funds Totals	\$500.00	\$19,904.52	\$20,404.52
Fund 701 - Water Fund			
EXPENSE			
Salaries & Wages & Benefits	2,130,478.00	.00	2,130,478.00
Operating Expenses	3,230,001.00	5,000.00	3,235,001.00
Debt Expenses	15,700.00	.00	15,700.00
Capital Expenses	40,000.00	21,000.00	61,000.00
Transfers	3,306,635.00	.00	3,306,635.00
EXPENSE TOTALS	\$8,722,814.00	\$26,000.00	\$8,748,814.00
Fund 701 - Water Fund Totals	\$8,722,814.00	\$26,000.00	\$8,748,814.00
Fund 702 - West Ridge Interconnect			
EXPENSE			
Operating Expenses	14,500.00	.00	14,500.00
Debt Expenses	94,839.00	.00	94,839.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$109,339.00	\$0.00	\$109,339.00
Fund 702 - West Ridge Interconnect Totals	\$109,339.00	\$0.00	\$109,339.00
Fund 703 - ELT1 Fund			
EXPENSE			
Operating Expenses	2,984,709.00	.00	2,984,709.00
Capital Expenses	50,000.00	.00	50,000.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$3,034,709.00	\$0.00	\$3,034,709.00
Fund 703 - ELT1 Fund Totals	\$3,034,709.00	\$0.00	\$3,034,709.00
Fund 704 - Waterworks Construction Fund			
EXPENSE			
Debt Expenses	.00	.00	.00
Capital Expenses	17,300,000.00	.00	17,300,000.00
Transfers	.00	.00	.00



# EXHIBIT A

## AUGUST 25, 2025

		Adopted	Budget	Amended
Account Classification		Budget	Amendments	Budget
	EXPENSE TOTALS	\$17,300,000.00	\$0.00	\$17,300,000.00
	Fund 704 - Waterworks Construction Fund Totals	\$17,300,000.00	\$0.00	\$17,300,000.00
	Fund 705 - Water Surplus Fund			
	EXPENSE			
	Capital Expenses	.00	.00	.00
	Transfers	.00	.00	.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
	Fund 705 - Water Surplus Fund Totals	\$0.00	\$0.00	\$0.00
	Fund 706 - Water Debt Service			
	EXPENSE			
	Operating Expenses	500.00	.00	500.00
	Debt Expenses	3,156,650.00	.00	3,156,650.00
	Transfers	.00	.00	.00
	EXPENSE TOTALS	\$3,157,150.00	\$0.00	\$3,157,150.00
	Fund 706 - Water Debt Service Totals	\$3,157,150.00	\$0.00	\$3,157,150.00
	Fund 707 - Water Debt Service Reserve Fund			
	EXPENSE			
	Transfers	.00	.00	.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
	Fund 707 - Water Debt Service Reserve Fund Totals	\$0.00	\$0.00	\$0.00
	Fund 710 - Water Impact Fee			
	EXPENSE			
	Transfers	750,000.00	.00	750,000.00
	EXPENSE TOTALS	\$750,000.00	\$0.00	\$750,000.00
	Fund 710 - Water Impact Fee Totals	\$750,000.00	\$0.00	\$750,000.00
	Fund 721 - WasteWater Fund			
	EXPENSE			
	Salaries & Wages & Benefits	1,661,641.00	.00	1,661,641.00
	Operating Expenses	1,826,584.00	99,000.00	1,925,584.00
	Debt Expenses	106,000.00	(4,000.00)	102,000.00
	Capital Expenses	150,000.00	.00	150,000.00
	Transfers	1,629,700.00	.00	1,629,700.00
	EXPENSE TOTALS	\$5,373,925.00	\$95,000.00	\$5,468,925.00
	Fund 721 - WasteWater Fund Totals	\$5,373,925.00	\$95,000.00	\$5,468,925.00
	Fund 722 - Sewer Collection Fund			
	EXPENSE			
	Salaries & Wages & Benefits	1,678,012.00	.00	1,678,012.00
	Operating Expenses	763,716.00	.00	763,716.00
	Debt Expenses	.00	.00	.00
	Capital Expenses	2,059,500.00	.00	2,059,500.00
	Transfers	1,614,635.00	.00	1,614,635.00
	EXPENSE TOTALS	\$6,115,863.00	\$0.00	\$6,115,863.00



# EXHIBIT A

## AUGUST 25, 2025

	Adopted	Budget	Amended
Account Classification	Budget	Amendments	Budget
Fund 722 - Sewer Collection Fund Totals	\$6,115,863.00	\$0.00	\$6,115,863.00
Fund 723 - Water Distribution Fund			
EXPENSE			
Salaries & Wages & Benefits	1,699,361.00	.00	1,699,361.00
Operating Expenses	1,854,899.00	.00	1,854,899.00
Debt Expenses	.00	.00	.00
Capital Expenses	2,154,600.00	.00	2,154,600.00
Transfers	968,201.00	.00	968,201.00
EXPENSE TOTALS	\$6,677,061.00	\$0.00	\$6,677,061.00
Fund 723 - Water Distribution Fund Totals	\$6,677,061.00	\$0.00	\$6,677,061.00
Fund 724 - WasteWater Construction Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
Capital Expenses	350,000.00	.00	350,000.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$350,000.00	\$0.00	\$350,000.00
Fund 724 - WasteWater Construction Fund Totals	\$350,000.00	\$0.00	\$350,000.00
Fund 725 - Trunk Wastewater Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
Debt Expenses	.00	.00	.00
Transfers	29,585.00	.00	29,585.00
EXPENSE TOTALS	\$29,585.00	\$0.00	\$29,585.00
Fund 725 - Trunk Wastewater Fund Totals	\$29,585.00	\$0.00	\$29,585.00
Fund 727 - WasteWater Debt Service Fund			
EXPENSE			
Operating Expenses	500.00	.00	500.00
Debt Expenses	4,792,460.00	440.00	4,792,900.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$4,792,960.00	\$440.00	\$4,793,400.00
Fund 727 - WasteWater Debt Service Fund Totals	\$4,792,960.00	\$440.00	\$4,793,400.00
Fund 728 - WasteWater Repl Reserve Fund			
EXPENSE			
Transfers	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 728 - WasteWater Repl Reserve Fund Totals	\$0.00	\$0.00	\$0.00
Fund 749 - LORCO Custodial Account Fund			
EXPENSE			
Salaries & Wages & Benefits	.00	.00	.00
Operating Expenses	592,500.00	.00	592,500.00
Debt Expenses	16,210.00	.00	16,210.00
Capital Expenses	25,000.00	.00	25,000.00



## EXHIBIT A AUGUST 25, 2025

	Adopted	Budget	Amended
Account Classification	Budget	Amendments	Budget
Transfers	1,791,209.00	.00	1,791,209.00
EXPENSE TOTALS	\$2,424,919.00	\$0.00	\$2,424,919.00
Fund 749 - LORCO Custodial Account Fund Totals	\$2,424,919.00	\$0.00	\$2,424,919.00
Fund 761 - WWC Eastern Trans Line 2 Fund			
EXPENSE			
Capital Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 761 - WWC Eastern Trans Line 2 Fund Totals	\$0.00	\$0.00	\$0.00
Fund 762 - ELT2 Fund			
EXPENSE			
Operating Expenses	6,131,400.00	.00	6,131,400.00
Capital Expenses	200,000.00	.00	200,000.00
Transfers	111,355.00	.00	111,355.00
EXPENSE TOTALS	\$6,442,755.00	\$0.00	\$6,442,755.00
Fund 762 - ELT2 Fund Totals	\$6,442,755.00	\$0.00	\$6,442,755.00
Fund 765 - Lateral Loan Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
Debt Expenses	.00	.00	.00
Transfers	118,165.00	.00	118,165.00
EXPENSE TOTALS	\$118,165.00	\$0.00	\$118,165.00
Fund 765 - Lateral Loan Fund Totals	\$118,165.00	\$0.00	\$118,165.00
Fund 801 - Court Transfer Fund			
EXPENSE			
Operating Expenses	6,000.00	.00	6,000.00
EXPENSE TOTALS	\$6,000.00	\$0.00	\$6,000.00
Fund 801 - Court Transfer Fund Totals	\$6,000.00	\$0.00	\$6,000.00
Grand Totals	\$131,073,156.00	\$5,663,026.04	\$136,736,182.04



# EXHIBIT B

## GENERAL FUND

### AUGUST 25, 2025

	Adopted	Budget	Amended
Account Classification	Budget	Amendments	Budget
Fund 101 - General Fund - Police 010			
EXPENSE			
Salaries & Wages & Benefits	5,520,437.00	.00	5,520,437.00
Operating Expenses	479,238.00	.00	479,238.00
Capital Expenses	4,168.00	3,975.00	8,143.00
Transfers	193,000.00	.00	193,000.00
EXPENSE TOTALS	\$6,196,843.00	\$3,975.00	\$6,200,818.00
Fund 101 - General Fund - Fire - 031			
EXPENSE			
Salaries & Wages & Benefits	4,044,082.00	.00	4,044,082.00
Operating Expenses	258,858.00	1,452.00	260,310.00
EXPENSE TOTALS	\$4,302,940.00	\$1,452.00	\$4,304,392.00
Fund 101 - General Fund - Engineering 050			
EXPENSE			
Salaries & Wages & Benefits	546,991.00	.00	546,991.00
Operating Expenses	436,947.00	.00	436,947.00
EXPENSE TOTALS	\$983,938.00	\$0.00	\$983,938.00
Fund 101 - General Fund - Public Works - 054			
EXPENSE			
Salaries & Wages & Benefits	3,902,803.00	.00	3,902,803.00
Operating Expenses	1,574,980.00	.00	1,574,980.00
Capital Expenses	1,400.00	.00	1,400.00
EXPENSE TOTALS	\$5,479,183.00	\$0.00	\$5,479,183.00
Fund 101 - General Fund - Building - 060			
EXPENSE			
Salaries & Wages & Benefits	621,682.00	.00	621,682.00
Operating Expenses	41,185.00	.00	41,185.00
Capital Expenses	5,000.00	.00	5,000.00
EXPENSE TOTALS	\$667,867.00	\$0.00	\$667,867.00
Fund 101 - General Fund - Environmental Affairs - 070			
EXPENSE			
Salaries & Wages & Benefits	.00	.00	.00
Operating Expenses	.00	5,250.00	5,250.00
EXPENSE TOTALS	\$0.00	\$5,250.00	\$5,250.00



# EXHIBIT B

## GENERAL FUND

### AUGUST 25, 2025

	Adopted	Budget	Amended
Account Classification	Budget	Amendments	Budget
Fund <b>101 - General Fund</b> - Mayor - 100			
EXPENSE			
Salaries & Wages & Benefits	374,322.00	422.00	374,744.00
Operating Expenses	13,551.00	4,578.00	18,129.00
EXPENSE TOTALS	\$387,873.00	\$5,000.00	\$392,873.00
Fund <b>101 - General Fund</b> - Human Resources - 101			
EXPENSE			
Salaries & Wages & Benefits	185,145.00	398.00	185,543.00
Operating Expenses	85,172.00	29,602.00	114,774.00
EXPENSE TOTALS	\$270,317.00	\$30,000.00	\$300,317.00
Fund <b>101 - General Fund</b> - Community Development - 103			
EXPENSE			
Salaries & Wages & Benefits	542,167.00	.00	542,167.00
Operating Expenses	209,055.00	134,158.00	343,213.00
EXPENSE TOTALS	\$751,222.00	\$134,158.00	\$885,380.00
Fund <b>101 - General Fund</b> - Finance - 110			
EXPENSE			
Salaries & Wages & Benefits	532,072.00	.00	532,072.00
Operating Expenses	379,302.00	.00	379,302.00
EXPENSE TOTALS	\$911,374.00	\$0.00	\$911,374.00
Fund <b>101 - General Fund</b> - General Government - 120			
EXPENSE			
Operating Expenses	929,500.00	10,000.00	939,500.00
Transfers	2,077,740.00	(836,635.48)	1,241,104.52
EXPENSE TOTALS	\$3,007,240.00	(\$826,635.48)	\$2,180,604.52
Fund <b>101 - General Fund</b> - Law - 130			
EXPENSE			
Salaries & Wages & Benefits	218,625.00	1,118.00	219,743.00
Operating Expenses	121,479.00	(1,118.00)	120,361.00
Capital Expenses	.00	.00	.00
EXPENSE TOTALS	\$340,104.00	\$0.00	\$340,104.00





# EXHIBIT B

## GENERAL FUND

### AUGUST 25, 2025

	Adopted	Budget	Amended
Account Classification	Budget	Amendments	Budget
Fund <b>101 - General Fund</b> - Council - 140			
EXPENSE			
Salaries & Wages & Benefits	324,358.00	.00	324,358.00
Operating Expenses	45,508.00	.00	45,508.00
Capital Expenses	7,500.00	.00	7,500.00
EXPENSE TOTALS	\$377,366.00	\$0.00	\$377,366.00
Fund <b>101 - General Fund</b> - Court - 150			
EXPENSE			
Salaries & Wages & Benefits	709,350.00	.00	709,350.00
Operating Expenses	105,315.00	.00	105,315.00
Capital Expenses	6,080.00	.00	6,080.00
EXPENSE TOTALS	\$820,745.00	\$0.00	\$820,745.00
Fund <b>101 - General Fund</b> - Civil Service - 160			
EXPENSE			
Salaries & Wages & Benefits	9,128.00	68.00	9,196.00
Operating Expenses	44,135.00	(68.00)	44,067.00
EXPENSE TOTALS	\$53,263.00	\$0.00	\$53,263.00
Fund <b>101 - General Fund</b> Totals	\$24,550,275.00	(\$646,800.48)	\$23,903,474.52

A RESOLUTION AUTHORIZING THE USE OF AN UNNEEDED AND OBSOLETE VEHICLE FOR TRAINING PURPOSES AND SUBSEQUENT SALE OF SUCH VEHICLE FOR SCRAP.

WHEREAS, the City of Avon Lake ("City") is in possession of a 2014 Ford Escape, VIN 1FMCUOGX1EUC998681 ("Vehicle"), which is unneeded, obsolete, or unfit for municipal purposes, other than for use as a training tool for the City Fire Department; and

WHEREAS, the Fire Department has need of a vehicle upon which to train its members in the use of lifesaving and fire suppression purposes; and

WHEREAS, following the use of the Vehicle, it will have resale value only as scrap; and

WHEREAS, Section 721.15(A) of the Ohio Revised Code permits the officer having supervision or management of unneeded or obsolete property with an estimated value of less than one thousand dollars to sell such property as said officer deems appropriate.

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

Section No. 1: That Council hereby authorizes the Fire Chief to use said unneeded and obsolete vehicle for training purposes before selling it for scrap to such entities and upon such terms as he deems appropriate.

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

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

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

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

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

\_\_\_\_\_  
Approved

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

\_\_\_\_\_  
Mayor