



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

VOTING ORDER

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

The following business is to be considered at the regular meeting of the Avon Lake City Council on September 22, 2025, at 7 p.m. in the Council Chamber.

Pledge of Allegiance

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

Approval of Minutes: September 8, 2025, Council Meeting.

Correspondence

Public Hearing: Upon the designation of the Red Aircraft Warning Beacon formerly mounted atop the Avon Lake Power Plant smokestack as a historic landmark.

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 220.21(a)(1)]*

Reports

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

Legislation

Third Readings:

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. 25-143, A RESOLUTION AUTHORIZING THE USE OF AN UNNEEDED AND OBSOLETE VEHICLE FOR TRAINING PURPOSES AND SUBSEQUENT SALE OF SUCH VEHICLE FOR SCRAP. *Sponsor: D. Kos*

Second Readings:

Ordinance No. 25-145, AN ORDINANCE AUTHORIZING A COOPERATIVE SERVICE AGREEMENT BETWEEN THE CITY OF AVON LAKE AND THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE RELATED TO THE DEER MANAGEMENT PLAN AND DECLARING AN EMERGENCY. →*Sponsor: R. Shahmir*

Ordinance No. 25-148, AN ORDINANCE DESIGNATING THE RED AIRCRAFT WARNING BEACON FORMERLY MOUNTED ATOP THE AVON LAKE POWER PLANT SMOKESTACK AS A HISTORIC LANDMARK. *Sponsor: G. Smith*

Ordinance No. 25-151, AN ORDINANCE APPROVING THE IMPROVEMENT PLAN FOR AVON CENTER ESTATES NO. 2, PHASE 6, AND DECLARING AN EMERGENCY. *Sponsor: G. Smith*

First Readings:

Resolution No. 25-152, A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE SECONDARY MANUFACTURERS SETTLEMENT AGREEMENTS PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND DECLARING AN EMERGENCY. →*Sponsor: K. Zuber*

Resolution No. 25-153, A RESOLUTION TO PROMOTE AWARENESS AND EDUCATION ABOUT SUDDEN UNEXPECTED DEATH IN EPILEPSY (SUDEP) AND TO RECOGNIZE SUDEP ACTION DAY ON OCTOBER 18, 2025. →*Sponsor: J. Fenderbosch*

→ Suspension of the rule requiring three readings

Ordinance No. 25-154, AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO FORD EXPLORER INTERCEPTORS FOR THE POLICE DEPARTMENT AND DECLARING AN EMERGENCY.
→*Sponsor: D. Kos*

Ordinance No. 25-155, AN ORDINANCE AUTHORIZING THE PURCHASE AND INSTALLATION OF A TRANE HVAC ROOFTOP UNIT FOR THE SAFETY CENTER AND DECLARING AN EMERGENCY. →*Sponsor: A. Gentry*

Miscellaneous Business and Announcements

Executive Session

In compliance with Ohio Revised Code Section 121.22(G)(1), Council will adjourn to Executive Session to consider the discipline of a public employee.

Reconvening of Open Meeting

Adjournment

→ Suspension of the rule requiring three readings

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.

1st reading: 8/25/2025

2nd reading: 9/08/2025

3rd 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.

1st reading: 8/25/2025

2nd reading: 9/08/2025

3rd reading:

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 programs¹ (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 or 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

¹ 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 or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs at 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 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.

1st reading: 8/25/2025

2nd reading: 9/08/2025

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

AN ORDINANCE AUTHORIZING A COOPERATIVE SERVICE AGREEMENT
BETWEEN THE CITY OF AVON LAKE AND THE UNITED STATES DEPARTMENT
OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE,
RELATED TO THE DEER MANAGEMENT PLAN, AND DECLARING AN
EMERGENCY.

WHEREAS, the overpopulation of white-tailed deer within the City negatively impacts public health and safety, primarily due to an excessive number of deer-related vehicular accidents, as well as destruction of natural habitats and biodiversity, increases in the risk of disease transmission to humans from deer parasites, and damage to private and public property; and

WHEREAS, it has been determined that it is in the best interest of the City to implement a comprehensive Deer Management Plan to reduce the deer population of the City to a level that is acceptable from a safety and nuisance perspective, and, thereafter, to maintain the deer population at such a level; and

WHEREAS, as part of the City's comprehensive Deer Management Plan, it is necessary to authorize a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service, as recommended by the Communications, Environmental, and Recreational Programming Committee of Council.

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service, as part of the City's comprehensive Deer Management Plan, at a cost not to exceed \$30,425.33, as outlined in the agreement attached hereto and made a part hereof.

Section No. 2: That the Mayor is hereby authorized to execute and deliver on behalf of the City any and all instruments he may deem necessary or advisable to implement the Cooperative Service Agreement.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to protect the health and safety of the public and to begin the process of reducing the deer population while conditions are favorable. Therefore, this Ordinance shall be in full force and effect immediately after its passage and approval by the Mayor.

1st reading: 9/08/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF AVON LAKE (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to allow for reimbursement of funds expended by the APHIS-WS program while assisting the Cooperator with their White-tailed Deer Management Plan as detailed in the attached work plan and financial plan.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

COOPERATOR:

Jonathan Liskovec, Public Works Director
The City of Avon Lake
150 Avon Belden Road
Avon Lake, Ohio 44012
Phone: (440) 930-4126
Email: jliskovec@avonlake.org

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermittees if applicable.
9. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

USDA/APIHS/WS:
Lee Humberg, Acting State Director
USDA, APHIS, WS
4469 Professional Parkway
Groveport, Ohio 43125
Phone: (614) 993-3444
Email: Lee.a.humberg@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator **monthly** for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on **October 1, 2025**, and shall continue through **September 30, 2026**. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 30 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 34-6000166
APHIS-WS's Tax ID: 41-0696271

COOPERATOR:

Mark A. Spaetzel, Mayor
City of Avon Lake
150 Avon Belden Road
Avon Lake, Ohio 44012
Phone: (440) 930-4100
Fax: (440) 930-4107

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Lee Humberg, Acting State Director
USDA, APHIS, WS
4469 Professional Parkway
Groveport, Ohio 43125
Phone: (614) 993-3444

Date

Keith P. Wehner
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

Date

WORK PLAN

In accordance with the Cooperative Service Agreement between the City of Avon Lake and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

To assist the CITY OF AVON LAKE with meeting the objectives of their White-tailed Deer Management Plan.

Plan of Action

This work plan is contingent upon an approved deer management plan between the CITY OF AVON LAKE and the Ohio Division of Wildlife, and the resulting permit issued by the Ohio Division of Wildlife and the issuance of an Avon Lake Municipal Deer Control Permit (MDCP) by the Avon Lake Chief of Police or his/her designee.

Through the implementation of management measures described below, APHIS WS will assist the CITY OF AVON LAKE with the sharpshooting and baiting portion of their White-tailed Deer Management Plan. These objectives are to help reduce damage and public safety threats caused by white-tailed deer in the CITY OF AVON LAKE.

APHIS WS employees will be used to assist with the baiting and sharpshooting portion of the White-tailed Deer Management Plan of the CITY OF AVON LAKE. WS will coordinate with the CITY OF AVON LAKE project coordinator to inspect, propose and certify baiting and shooting zones to be used. APHIS WS personnel will prepare and arrange any necessary deer damage management equipment. WS will conduct removal of white-tailed deer from the CITY OF AVON LAKE using rifles equipped with noise-suppression devices. WS will collect and transport whole carcasses to a predetermined CITY OF AVON LAKE facility and process deer (eviscerate/gut). WS will collect all data; live weight, sex, age, fetus counts. WS will obtain a processor/butcher to prepare and package the meat for donation to a charity of the CITY OF AVON LAKE'S choice. WS will invoice the CITY OF AVON LAKE as part of this agreement for a predetermined rate negotiated by WS with the processor/butcher for up to 60 deer. The 60 deer referenced may not represent the number of deer that will be removed for a given year and instead is used as a place holder to estimate processor/butcher costs. The ODW permitted number of deer to be removed could be less than 60 deer for the year and the CITY OF AVON LAKE would only be invoiced for the deer removed. If more than 60 deer are requested for processing and available funds can not cover the cost, a written/signed revision to this agreement would be needed to cover those additional processor/butcher costs. WS will deliver deer to the processor/butcher the following morning after removal efforts. WS will conduct removal activities between October 15, 2025 and March 31st 2026. Every effort will be made to conduct removal activities during this time period but activities are contingent upon weather conditions and site availability.

CITY OF AVON LAKE will be responsible for the following:

- Obtain Deer Permits from ODW and any other necessary authorizations naming APHIS WS as subpermittee.
- Provide a Project Coordinator during all phases of the project. The Project Coordinator shall be present and reachable via cellular phone during removal activities.
- Provide a centralized site for the storage of carcasses during nightly operations with the following minimum specifications: Enclosed garage or outbuilding with cement floor, drain, running water with standard hose connection, electricity and table or writing surface.
- Provide yearly white-tailed deer population estimates.
- CITY OF AVON LAKE law enforcement shall verify that shooting areas are closed and empty of visitors ½ hour prior to removal operations.
- CITY OF AVON LAKE law enforcement shall be available during removal operations and in direct communications with APHIS WS.
- CITY OF AVON LAKE will ensure the Lorain County Metroparks is aware of sharpshooting activities in Kopf Family Reservation and will provide that notification in writing or by email and a copy of that correspondence shall be provided to APHIS WS.
- CITY OF AVON LAKE shall obtain a signed WS WID form or Lorain County Metroparks permit from the Lorain County Metroparks as needed for sharpshooting activities occurring within or near the perimeter of Kopf Family Reservation and shall provide a copy to APHIS WS.
- CITY OF AVON LAKE understands that work inside Kopf Family Reservation is contingent upon enough area for APHIS WS to operate without having to utilize lands owned by Lorain County Metroparks and that those sites must be agreed upon by APHIS WS and the CITY OF AVON LAKE before sharpshooting activities can begin.
- CITY OF AVON LAKE ensures a plan is in place to retrieve deer from properties in Kopf Family Reservation owned by Lorain County Metroparks in the rare event that deer removed by sharpshooting expire on their property and shall provide a copy of the agreed upon document to APHIS WS . If permits or permission is needed to accomplish the plan the CITY OF AVON LAKE will obtain the permits or permission (WS WID forms and/or other) and provide a copy to APHIS WS prior to any sharpshooting activities within or near the perimeter of Kopf Family Reservation.
- CITY OF AVON LAKE shall arrange for donation of the meat and provide WS with that information to provide to the processor/butcher.

- CITY OF AVON LAKE shall maintain records as required by ODW and report results to ODW and APHIS WS upon completion of the program.

Monitoring of Accomplishments

APHIS WS will provide a final annual report to the City of Avon Lake no later than April 30 of the removal year.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$12,979.63
Travel		0
Vehicles		\$2,023.98
Other Services		\$7,260.00
Supplies and Materials		\$665.00
Equipment		\$1,000.00
Subtotal (Direct Charges)		\$23,928.61
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$2,632.15
Indirect Costs	16.15%	\$3,864.47
Aviation Flat Rate Collection		
Agreement Total		\$30,425.23
<p>The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$30,425.23.</p> <p>APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement. The final monthly invoice is expected to arrive by the end date of this agreement, but due to adjustments and potential delays in final charges clearing the financial process, the final bill may be delayed.</p>		

Financial Points of Contact:

Beth Krosse
City of Avon Lake
150 Avon Belden Road
Avon Lake, Ohio 44012
Phone: (440) 930-4124
bkrosse@avonlake.org

Patricia De Graff,
USDA, APHIS, WS
8540 Coonpath Rd. NW
Carroll, Ohio 43112
Phone: (614) 595-2396
Patricia.a.degraff@usda.gov

AN ORDINANCE DESIGNATING THE RED AIRCRAFT WARNING BEACON
FORMERLY MOUNTED ATOP THE AVON LAKE POWER PLANT SMOKESTACK
AS A HISTORIC LANDMARK.

WHEREAS, Avon Lake Planning Commission has, at its meeting of September 3, 2025, recommended to Council that the Red Aircraft Warning Beacon formerly mounted atop the Avon Lake Power Plant Smokestack be granted Historic Landmark Designation, and

WHEREAS, the request for Historic Landmark Designation for the Red Aircraft Warning Beacon has been reviewed by the Avon Lake Historical Preservation Commission according to Planning & Zoning Code Section 1214.08; and

WHEREAS, the Avon Lake Power Plant was constructed between 1924 and 1925 and served as a major source of power generation in the region for nearly a century; and

WHEREAS, the Plant played a vital role in supporting the economic and industrial development of Avon Lake and the surrounding communities throughout its operational lifespan; and

WHEREAS, a beacon was installed on the Plant's smokestack around 1975, serving as a visual marker of the Plant's continued operation and presence on the City's skyline until its deactivation in 2020; and

WHEREAS, the beacon is one of only two known to remain in existence that were used on the Plant's smokestacks, making it a rare and significant artifact of the City's industrial heritage; and

WHEREAS, although not original to the Plant's early years, the beacon represents the modern industrial period of the facility and is one of the last preserved physical elements following the Plant's demolition; and

WHEREAS, the continued existence of the beacon offers a tangible and unique connection to Avon Lake's economic and industrial history, serving as a symbol of the City's legacy in energy production and technological advancement;

WHEREAS, historic designation gives residents of our community a deeper sense of understanding and appreciation of Avon Lake heritage.

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

Section No. 1: That Council of the City of Avon Lake does hereby grant the Red Aircraft Warning Beacon the designation of Historic Landmark.

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

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

1st reading: 9/08/2025

2nd reading:

3rd reading:

PASSED: _____

Council President

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE APPROVING THE IMPROVEMENT PLAN FOR AVON CENTER ESTATES NO. 2, PHASE 6, AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has, at its meeting of September 3, 2025, approved the Improvement Plan for Avon Center Estates No. 2, Phase 6.

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

Section No. 1: That the Improvement Plan for Avon Center Estates No. 2, Phase 6, consisting of 48 single-family lots, located in the southwest quadrant of the City, within the R-1A, R-1B, and Legacy Pointe Planned Unit Development (PUD) Zoning Districts, as submitted to and approved by Planning Commission, contingent upon the final review and approval by the City Engineer and the renaming of “Turnberry Court” to avoid confusion with Turnberry Lane, as required by the Planning & Zoning Code, and referred to this Council, be and it is hereby approved.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to allow construction to move forward and permit the City to begin collecting property taxes as soon as possible to further the economic stability of the City, thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading: 9/08/2025

2nd reading:

3rd reading:

PASSED: _____

Council President

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

A RESOLUTION AUTHORIZING THE PARTICIPATION IN THE SECONDARY
MANUFACTURERS SETTLEMENT AGREEMENTS 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, 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, multiple national opioids settlements (“Proposed Settlements”) have been reached with certain pharmaceutical manufacturers (collectively “Secondary Manufacturers”), including the following: Alvogen, Inc. (April 4, 2025); Apotex Corp. (April 4, 2025); Amneal Pharmaceuticals LLC (April 4, 2025); Hikma Pharmaceuticals USA Inc. (April 4, 2025); Indivior Inc. (April 4, 2025); Viatris Inc. (“Mylan”) (April 4, 2025); Sun Pharmaceutical Industries, Inc. (April 4, 2025); and Zydus Pharmaceuticals (USA) Inc. (April 4, 2025).

WHEREAS, per the Settlement Overview, a copy of which is attached as “Exhibit 1”, the purpose of the Proposed Settlements with the Secondary Manufacturers is to provide funds and settle direct claims held by States, local governments, and other creditors, including the City; and

WHEREAS, pursuant to the Notice of Proposed Settlement sent collectively for the Secondary Manufacturers, the City must elect to participate in the Proposed Settlements by executing and returning the 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 October 8, 2025; and

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

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 the “Exhibit K, Subdivision Participation and Release Form” on behalf of the City to authorize participation in the Proposed Settlements, a copy of which is attached hereto as “Exhibit 2” and to further authorize executing 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

National Opioids Settlements: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, Zydus
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Avon Lake city, OH
Rubris Reference Number: CL-1767275

EXHIBIT 1

**TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT NATIONAL OPIOID
SETTLEMENTS.**

SETTLEMENT OVERVIEW

Proposed nationwide settlement agreements ("Settlements") have been reached that would resolve opioid litigation brought by states, local political subdivisions, and special districts against eight opioids manufacturers, Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus (the "Manufacturers"). Local political subdivisions and special districts are referred to as "subdivisions."

The Settlements require the settling Manufacturers to pay hundreds of millions of dollars to abate the opioid epidemic. The Settlements will provide a maximum of approximately \$720 million in cash to participating states and subdivisions to remediate and abate the impacts of the opioid crisis. Depending on participation by states and subdivisions, the Settlements require:

- Alvogen to immediately pay up to approximately \$19 million;
- Amneal to pay up to approximately \$74 million over 10 years, and to provide either approximately \$177 million of its generic version of the drug Narcan or up to an additional approximately \$44 million in cash;
- Apotex to immediately pay up to approximately \$65 million;
- Hikma to immediately pay up to approximately \$98 million, and to provide either approximately \$35 million of its naloxone product or up to an additional approximately \$7 million in cash;
- Indivior to pay up to approximately \$75 million over five years, a portion of which, at the election of the state, could be paid in the form of Indivior's branded buprenorphine and/or nalmefene products with a value of up to \$140 million.;
- Mylan to pay up to approximately \$290 million over nine years;
- Sun to immediately pay up to approximately \$32 million; and
- Zydus to immediately pay up to approximately \$15 million.

The Settlements also contain injunctive relief governing opioid marketing, sale, distribution, and/or distribution practices and require the Manufacturers to implement safeguards to prevent diversion of prescription opioids.

Each of the proposed settlements has two key participation steps.

First, each eligible state decides whether to participate in each Settlement. A list of participating states for each settlement can be found at <https://nationalopioidsettlement.com/>.

Second, eligible subdivisions within each participating state decide whether to participate in each Settlement. The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. If the state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Settlements provide that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for these new Settlements and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in one or more of the Settlements, and your subdivision may participate in those Settlements in which your state has elected to participate. This notice is also sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them.
Subdivisions can participate in the Settlements whether or not they filed a lawsuit or are represented.

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlements, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com>. This website also includes information about how the Settlements are being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the settlement agreement terms and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state. Information and documents regarding the Settlements and your state allocation can be found on the settlement website at <https://nationalopioidsettlement.com/>.

Your subdivision will need to decide whether to participate in the proposed Settlements, and subdivisions are encouraged to work through this process before the **October 8, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENTS?

The Settlements require that you take affirmative steps to "opt in" to the Settlements.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator or, in some cases, your Attorney General's Office. In order to participate in a settlement, a subdivision must sign and return the required Participation Form for that settlement.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Forms and instructions.

All required documentation must be signed and returned on or before **October 8, 2025**.

EXHIBIT**2****EXHIBIT K****Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: Avon Lake city	State: OH
Authorized Official: Mayor Mark A. Spaetzel	
Address 1: 150 Avon Beldon Rd.	
Address 2:	
City, State, Zip: Avon Lake, OH 44012	
Phone: 440-933-6141	
Email: MSpaetzel@avonlake.om	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viartis Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Mark A. Spaetzel

Title: Mayor

Date: _____



A RESOLUTION TO PROMOTE AWARENESS AND EDUCATION ABOUT SUDDEN UNEXPECTED DEATH IN EPILEPSY (SUDEP) AND TO RECOGNIZE SUDEP ACTION DAY ON OCTOBER 18, 2025.

WHEREAS, epilepsy is a neurological condition that affects approximately 3.4 million Americans, including an estimated 140,000 Ohioans, and impacts individuals and families across our community; and

WHEREAS, Sudden Unexpected Death in Epilepsy (SUDEP) is a leading cause of mortality in people with epilepsy, accounting for approximately 1 in 1,000 deaths annually among those living with the condition; and

WHEREAS, awareness of SUDEP remains limited among patients, families, and even health care providers, resulting in many individuals being uninformed about their risk and the steps that may help reduce that risk; and

WHEREAS, providing accurate, evidence-based information about SUDEP empowers patients and families to make informed healthcare decisions, advocate for themselves, and take preventive measures when possible; and

WHEREAS, the State of Ohio has taken important action through the passage of House Bill 229, the Brenna Brossard SUDEP Awareness Act, requiring healthcare practitioners to share information on SUDEP with patients diagnosed with epilepsy; and

WHEREAS, October 18, 2025, is recognized internationally as SUDEP Action Day, a time to honor the lives lost, support families, and raise awareness of SUDEP across communities; and

WHEREAS, local communities, schools, health professionals, and organizations all play a vital role in raising awareness, supporting families, and promoting education about epilepsy and SUDEP.

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

Section No. 1: That this Council expresses its strong support for SUDEP awareness, education, and advocacy, recognizing the importance of ensuring that all individuals living with epilepsy, and their families, are informed about SUDEP risks and resources.

Section No. 2: That this Council recognizes October 18, 2025, as SUDEP Action Day in Avon Lake and encourages community observance through education, remembrance, and advocacy efforts.

Section No. 3: That this Council honors the memory of those lost to SUDEP and acknowledges the strength and advocacy of families who have turned their grief into action for the benefit of others.

Section No. 4: That this Council encourages community partners, healthcare providers, schools, and organizations to promote SUDEP education and resources in order to help prevent unnecessary loss of life.

Section No. 5: That the Clerk is directed to forward a copy of this Resolution to the Ohio Department of Health, local healthcare institutions, and epilepsy advocacy organizations as an expression of Avon Lake's support.

PASSED: _____

Council President

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO FORD EXPLORER
INTERCEPTORS FOR THE POLICE DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake has entered into a Cooperative Purchasing Program with the State of Ohio; and

WHEREAS, the State has advertised for bids for the purchase of two Ford Explorer Interceptors and finds that the bid of Liberty Ford of Maple Heights, Ohio, is the lowest and best bid.

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

Section No. 1: That the bid by Liberty Ford of Maple Heights, Ohio, submitted through the Cooperative Purchasing Program of the State of Ohio, to supply the City with two Ford Explorer Interceptors in the amount of \$90,300, be, and it is hereby accepted and approved.

Section No. 2: That upon delivery to this City with the proper specifications, to the full satisfaction of the Police Chief and the Finance Director and accompanied by Title Certificates showing said vehicles to be free and clear of any and all liens and encumbrances and titled to the City of Avon Lake, the Finance Director is hereby directed to deliver to Liberty Ford of Maple Heights, Ohio, the warrant of this City in the amount of \$90,300 and to cause said warrant to be paid.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing the Police Department with safe and reliable vehicles in order that they may promptly, safely, and efficiently perform their duties, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

Council President

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

AN ORDINANCE AUTHORIZING THE PURCHASE AND INSTALLATION OF A TRANE HVAC ROOFTOP UNIT FOR THE SAFETY CENTER AND DECLARING AN EMERGENCY.

WHEREAS, the Public Works Director solicited quotations for the purchase and installation of a Trane HVAC rooftop unit for the Safety Department; and

WHEREAS, Council, after considering said quotations, has determined that the quotation submitted by Gardiner of Solon, Ohio, is the best and lowest responsive quotation and is acceptable to this Council.

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

Section No. 1: That the quotation by Gardiner of Solon, Ohio, to supply and install a Trane HVAC rooftop unit at a cost not to exceed \$41,265 is hereby accepted and approved.

Section No. 2: That upon delivery to this City and installation of the Trane HVAC rooftop unit with the proper specifications, and to the full satisfaction of the Public Works Director and Finance Director, the Finance Director is hereby directed to deliver to Gardiner of Solon, Ohio, the warrant of this City in the amount of \$41,265 and to cause said warrant to be paid.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the urgent necessity of replacing outdated and malfunctioning equipment at the Safety Center, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

Council President

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

PROPOSAL

**Avon Lake Police Department – Rooftop Unit
Replacement**

Equalis Quote: #SA-1077-01

**Avon Lake Safety Center
32855 Walker Road
Avon Lake, Ohio 44012**

DELIVERY TERMS: FOB Factory, Freight Allowed

TERMS OF PAYMENT: 10% due at signing for engineering, mobilization, and project coordination.
Monthly progress billing throughout the project construction period billed on percentage of completion.



Thursday, September 18, 2025

Avon Lake Police Department – Rooftop Unit Replacement

On behalf of Gardiner, we are pleased to offer the following proposal for the above-mentioned project. Gardiner has developed a project and will furnish all engineering, supervision, labor, and materials for the replacement of one (1) existing Aeon Rooftop Unit with one (1) new Trane Precedent Packaged Rooftop Unit.

New Trane Precedent Packaged Rooftop Unit to be equipped with the following features:

- 208-230V/3PH
- R-454B Refrigerant
- High-Efficiency Direct Drive Scroll Compressors
- All Aluminum Coils
- Zinc Coated, Heavy Gauge, Galvanized Steel Cabinet
- Weather Resistant Pre-Painted Metal with Galvanized Substrate
- Removable Single Side Maintenance Access Panels
- Hail Guards
- Three Stage Cooling
- 2" Disposable Filters
- Froststat
- Corrosion-Resistant Aluminized Steel Heat Exchanger
- Direct Drive Plenum Fan with Thermally Protected Motor
- Downflow/Upflow
- 0-100% Economizer w/ Dry Bulb Control
- Non-Fused Disconnect Switch
- Symbio Advanced Controls
- Factory Authorized Start-Up



Installation Services for one (1) Trane Precedent Packaged Rooftop Unit:

1. Disconnect gas piping, electrical and control wiring from existing unit.
2. Recover refrigerant, removal, and disposal of existing RTU. The removal of the existing unit and installation of the new unit will require the use of a crane and will be done during normal working hours
3. Installation, rigging and assembly of new RTU to be set on existing curb. Curb adapter will be required.
4. Rework and reconnect existing electrical power and control wiring. All wiring is to be done in accordance with State and Local Codes.
5. Furnish and install new Jace 9000 with necessary licensing.
6. Rework and reconnect existing gas piping.
7. Clean up and remove job related waste from site
8. Start-up, check and adjust/balance new unit for proper operation
9. Provide a one year labor warranty
10. Provide a one year parts warranty
11. Provide a five year compressor parts warranty

Price to complete all as noted: \$41,265

**Notes:**

- All labor proposed shall be performed during normal working hours: (07:00 – 16:00); with the application of state prevailing wage under Chapter 4115 of the Ohio Revised Code.
- Price includes provisions for safety under standard industry and Gardiner Safety Guidelines. Any special or additional safety training, equipment or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. Please advise your representative of any specific practices or requirements immediately to ensure our proposal meets your expectations.
- Price includes installation of constant volume rooftop unit. Based on field investigation, existing VAV boxes maintain minimum airflows to allow for constant volume unit operation. Any alterations to existing system to allow for proper operation to be performed on a “Time and Material” basis.
- We are prepared to proceed with ordering equipment immediately upon receipt of your authorization to proceed. Current lead time for Trane Precedent Packaged RTU is 2 Weeks.
- Due to volatility in material and equipment pricing, this proposal is valid for 30 days until 10/18.

Excluded:

1. Repairs to existing system if required will be performed on a “Time and Material” basis
2. Provisions for temporary heating or cooling
3. Hazardous Material Identification, abatement and/or removal is excluded

Terms and Conditions:

Our standard terms and conditions of sale, as well as an acceptance, are attached.

Sincerely,

Danny E. Painter
Service Account Manager
dpainter@whgardiner.com

CC: Blaine Lott PE



ACCEPTANCE

If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company LLC dba GARDINER ("GSC"), without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is GSC's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by GSC on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

PAYMENT TERMS

Customer shall pay GSC's invoices within net thirty (30) days of invoice date. GSC will invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site on a monthly basis. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by GSC in attempting to collect amounts due.

ASBESTOS & HAZARDOUS MATERIALS

GSC's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

INDEMNIFICATION

GSC and Customer shall mutually, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

NO-HIRE; NO-SOLICITATION

Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

WARRANTY

GSC guarantees service work and all materials of GSC's manufacture against defects in workmanship for 365 days from date of completion of work and will repair or replace such products or components as GSC finds defective. This warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system.

On machinery and materials furnished by GSC, but manufactured by others, the only warranty provided is that of the manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

All claims, causes of action or legal proceedings against GSC arising from GSC performance under this contract must be commenced by Customer within the express warranty period specified above. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Customer. IN NO EVENT SHALL GSC'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GSC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GSC DISCLAIMS ANY LIABILITY FOR DAMAGES OR ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

DISPUTES & CHOICE OF LAWS

This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgement upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. All discovery shall be completed within (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.

ENTIRE AGREEMENT

These terms and conditions, and the terms and conditions on the reverse side hereof, constitute the entire agreement between GSC and Customer. If there is a conflict with any other terms and conditions, these terms and conditions, together with those on the reverse side hereof, shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of GSC.

CONTRACT AMOUNT: \$41,265.00

ASSIGNMENT

Neither GSC nor Customer may assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the other party.

CUSTOMER SIGNATURE OF ACCEPTANCE

DATE

GSC REPRESENTATIVE

DATE