



CITY OF AVON LAKE

150 Avon Belden Road
Avon Lake, Ohio 44012

COLLECTIVE COMMITTEE MEETING

Council Chamber
October 6, 2025
Immediately Following the Work Session

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(b)(1)]*

COMMUNICATIONS, ENVIRONMENTAL, AND RECREATIONAL PROGRAMMING COMMITTEE, Chair Rob Shahmir

1. ALC-TV Rules and Regulations
2. Resolution in Support of the United States Semiquincentennial (America250-OH)

FINANCE COMMITTEE, Chair K. C. Zuber

1. Comprehensive Insurance Policy
2. Budget Meetings Schedule

PUBLIC SAFETY AND HEALTH COMMITTEE, Chair David Kos

1. Amend Fee Schedule to Include Police Department Video Recordings
2. Donation of Southwest General Hospital Vehicle to Police Department
3. TranSystems Corporation (Now GFT, Gannett Fleming TranSystems)

PUBLIC SERVICE COMMITTEE, Chair Jennifer Fenderbosch

1. Approve the Disposal of Obsolete/Surplus Equipment from the Public Works Department
2. Amend Ordinance No. 25-105, for a Snow and Ice Body Package for the Public Works Department, to Reflect a Total Cost of \$130,257, which Includes the Cost Increase of \$3,669 from Henderson Product, Inc., Reflected in Quote #190578, Dated 9/15/2025

3. Amend Ordinance No. 24-69, for the LOR-US6-15.87 Pedestrian Improvement Project from SR 83 West to Sheffield Lake, to Include \$486,679 for the Original Project Fee and add \$60,660 for Dedicated Plats, for an Updated Total Cost of \$547,339 to Mannik & Smith Group
4. Amend Ordinance No. 22-174, for the LOR-US6-18.52 Pedestrian Improvement Project from SR 83 East to Bay Village, to Include the Total Project Cost of \$157,185 to Mannik & Smith Group

SHORT-TERM RENTALS AD HOC COMMITTEE, *Chair Zach Arnold*

1. Chapter 1484, Short-Term Rental Property

OTHER BUSINESS, *Council President Fenderbosch*

1. Avon Lake Council Policies & Procedures
2. Council Chamber Policies & Procedures

LEGISLATION

Third Readings:

Ordinance No. 25-148, AN ORDINANCE DESIGNATING THE RED AIRCRAFT WARNING BEACON FORMERLY MOUNTED ATOP THE AVON LAKE POWER PLANT SMOKESTACK AS AN 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:

As determined at the Collective Committee Meeting.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

ADJOURNMENT

Avon Lake Community Television (ALC-TV)

Rules and Regulations

Introduction

Avon Lake Community Television (ALC-TV), located in the Avon Lake Public Library, is part of the Communications and Technology Department of the government of the City of Avon Lake (City). ALC-TV operations are carried out and administered by City employees governed by an advisory Communications and Technology Commission comprised of members appointed by the City's Mayor and subject to the approval of City Council (Council). ALC-TV produces programming of general public interest and community news and provides community members with access to ALC-TV production equipment.

These rules and regulations have been adopted by Council to govern access and use by the public of the facilities, equipment, and services provided and maintained by the City through ALC-TV.

Mission Statement

Avon Lake Community Television (ALC-TV) empowers residents to share their voices and stories, fostering civic engagement, and strengthening community through accessible local media.

Section 1. Definitions

For the purposes of these Rules and Regulations, the following definitions shall apply.

1.1. Avon Lake Community Television or ALC-TV – The community access television station operated by the City of Avon Lake that provides Community Access Programming and access to production equipment under these rules and regulations.

1.2. Bulletin Board – ALC-TV allows community messages of citywide relevance to be displayed in between Community Access Programs as rotating slides. (See Section 4.3)

1.3. Community Access Program(s) or Community Access Programming – Video and audio content created using ALC-TV facilities and equipment or provided to ALC-TV for broadcast.

1.4. Communications and Technology Commission or CTC - An eight (8) member advisory commission established under Avon Lake City Ordinance Chapter 278 for the purpose of managing ALC-TV, the City of Avon Lake website, the City of Avon Lake's social media presence and outreach, digital communications with and among city departments and the community, branding, and marketing of the City of Avon Lake and its programs, and to advise and make recommendations to Council on the various areas of technology utilized by the City.

1.5. Community Producer – Any approved adult individual, community group, community organization, or local business that produces noncommercial Community Access Programming for viewing by the general public on ALC-TV; or borrows ALC-TV equipment for noncommercial purposes. Community Producer status is subject to eligibility and requirements (see Section 3).

1.6. Community Sponsor – Nonresidents and minors under 18 years old who wish to broadcast Community Access Programming on ALC-TV must be sponsored by an Avon Lake resident that meets ALC-TV's Community Producer requirements. The resident serves as the Community Sponsor for the nonresident or minor and assumes full responsibility for the content of the programming. Community Sponsor status is subject to eligibility and requirements (see Section 3).

1.7. Public Access Channel – ALC-TV maintains a Public Access Channel that airs noncommercial content of general public interest to the residents of Avon Lake. Limited recognition of underwriter support is not consider commercial content (see Section 4.9e).

1.8. Government Access Channel – ALC-TV maintains a Government Access Channel to increase Avon Lake residents' awareness of government functions. Programming aired on the Government Access Channel must originate from a federal, state, county, or local government entity.

1.9. Underwriter – Any individual, group, organization, or business that provides financial support for Community Access Programming (see Section 4.9).

Section 2. Availability

2.1. - Location

The ALC-TV studio is located on the lower level of the Avon Lake Public Library, 32649 Electric Blvd., Avon Lake, OH 44012.

2.2 - Hours of Operation

ALC-TV studio facilities are typically available Monday through Friday, 10:00 a.m. to 4:00 p.m. The ALC-TV studio facilities are closed on City and Avon Lake Public Library observed holidays, emergencies, or when the City or Library is closed for any other reason.

2.3. - Access to Facilities and Equipment

2.3a. Use of ALC-TV studio facilities is limited to a maximum of two (2) hours per week. Access to ALC-TV studio facilities may be made available outside of normal business hours, and/or for a longer duration, subject to the approval of station management in its absolute discretion, and the availability of ALC-TV staff.

2.3b. Use of ALC-TV facilities and equipment must be requested at least 24 hours in advance and scheduled through ALC-TV staff. Facilities and equipment are available on a first come, first served basis.

2.3c. If the recording of a Community Access Program is not completed within the scheduled appointment time, a new appointment must be scheduled.

2.3d. An ALC-TV employee must be present when any member of the general public is in the ALC-TV studio.

2.4 - Community Access Programming Schedule

2.4a. The ALC-TV Community Access Programming Schedule begins on Wednesday and runs through Tuesday of the following week.

2.4b. Public Access Channel Programs produced using the ALC-TV studio facilities must be filmed at least seven (7) days prior to the Community Access Programming Schedule to be considered for playback.

2.4c. ALC-TV cannot guarantee airdates, time slots, post-production completion dates, or airing frequency for any Community Access Program.

2.4d. The Community Access Programming Schedule is determined at the sole discretion of ALC-TV management.

Section 3. Eligibility and Requirements

3.1 Eligibility

Use of ALC-TV's facilities is limited to approved Community Producers and nonresident or minor users sponsored by a Community Sponsor as defined in Section 1 of this document. Adult Avon Lake residents may apply for Community Producer/Sponsor status as an individual or on behalf of an Avon Lake-based community group, organization, or local business.

Who is eligible to apply:

3.1 a. Avon Lake residents ages 18 years and older. A driver's license or state ID is required as proof of Avon Lake residence.

3.1 b. Adult representatives of Avon Lake-based groups, organizations, or businesses.

3.1 c. Avon Lake residents under 18 years of age under the direction of a parent or guardian. The parent or guardian's driver's license or state ID is required as proof of Avon Lake residence. The parent or guardian assumes full responsibility for the content of the programming and any damage to ALC-TV owned equipment.

3.1 d. Nonresidents and minors who wish to apply for Community Producer status and broadcast Community Access Programming on ALC-TV must be sponsored by an Avon Lake resident. The resident serves as the Community Sponsor for the nonresident or minor and assumes full responsibility for the content of the programming. The non-resident must meet all ALC-TV Community Producer requirements (See Section 3.2).

3.1 e. Non-residents are not eligible to borrow ALC-TV production equipment under any circumstance.

3.2 - Requirements

Before using the public access designated facilities and specified equipment, all Community Producers/Sponsors must fulfill these requirements:

3.2 a. Provide their driver's license or state ID as proof of Avon Lake residency.

3.2 b. Complete a required orientation session administered by ALC-TV staff and demonstrate competency in the safe handling and operation of all equipment, if applicable. Orientation training sessions must be scheduled with ALC-TV staff at least 24 hours in advance. Sessions may only be scheduled during regular ALC-TV operating hours and are subject to ALC-TV staff availability (See Section 2.1).

Non-resident users sponsored by Community Sponsors must complete the required orientation session.

3.2 c. Community Producers/Sponsors must complete an ALC-TV Playback Agreement for each program submitted for broadcast on ALC-TV.

Community Producers/Sponsors must complete an Equipment Checkout Form each time they borrow equipment from ALC-TV.

Section 4. Terms of Use

4.1 - Damage and Loss of Equipment

Community Producers/Sponsors who borrow ALC-TV equipment agree to be financially responsible for any damage or loss of the equipment and must make payment in the full amount of repair or replacement within 30 days or make reasonable arrangements with ALC-TV management for such repair or replacement. Failure to meet these conditions will result in loss of access to ALC-TV facilities and equipment.

4.2 - Community Access Programming on ALC-TV

4.2a. All Community Access Programming submitted to ALC-TV for broadcast must conform to these rules and regulations.

4.2b. Programming submitted for playback must clearly display the name of the Community Producer/Sponsor, if applicable, at the end of each program.

4.2c. All Community Producers/Sponsors are subject to federal, state, and local laws regarding libel, slander, obscenity, incitement, invasions of privacy, or other similar laws. ALC-TV facilities and equipment may not be used to present material that violates federal, state, or local law.

All Community Access Programming produced for ALC-TV must conform to all current Federal Communications Commission (FCC) rules and regulations.

If ALC-TV becomes aware that a Community Access Program submitted for broadcast contains material proscribed pursuant to federal, state, or local law,

ordinance, rules and regulations, or pursuant to these ALC-TV Rules and Regulations, ALC-TV shall notify the applicable Community Producer/Sponsor, who may edit or withdraw the program.

4.2d. Community Producers/Sponsors are required to alert ALC-TV staff to any Community Access Programming that may be unsuitable for certain audiences, including younger or sensitive viewers.

4.2e. ALC-TV reserves the right to decline to broadcast a Community Access Program it reasonably believes contains obscene material, otherwise illegal content, or material that violates these terms of use.

4.2f. ALC-TV has the sole discretion regarding whether or not to re-broadcast any Community Access Program.

4.2g. ALC-TV reserves the right to run disclaimers or content warnings before any Community Access Program to inform viewers of topics, themes, or subject matter.

4.2h. With the permission of the Community Producer/Sponsor, Public Access Channel Programming aired on ALC-TV may be uploaded and made available on the City of Avon Lake's website, the ALC-TV app, and City-managed online video hosting platforms within one (1) week of the program's first airing. Public Access Programs may remain available for a period of up to one (1) year, subject to storage space and bandwidth.

4.2i. Government Access Channel Programming will remain available on the City of Avon Lake's website for a minimum period of one (1) year. Programming may be made available for a longer duration depending on program format and content, at the sole discretion of the City of Avon Lake.

4.2j. Community Access Programming is subject to the City of Avon Lake's records retention schedule: one (1) year for Community Access Programs and Bulletin Board requests, five (5) years for Government Access Programs.

4.2k. Copies of Community Access Programs may be purchased from ALC-TV.

4.2l. All broadcast, playback, and Community Bulletin Board equipment is to be operated by ALC-TV staff only.

4.3 - Bulletin Board Content

4.3 a. At its discretion, ALC-TV may allow community messages to be displayed on the Public and Government Access Channel bulletin boards as rotating slides that air between other programming. ALC-TV cannot guarantee any specific airtime or frequency of bulletin board messages.

4.3.b. Bulletin board messages must be of citywide purpose and pertain to activities that are open to the general public, and located within the City of Avon Lake, or sponsored by an Avon Lake organization.

4.3 c. Bulletin board requests must be submitted in writing at least two weeks before airing. Requests must include the name of the contact person and a contact email address or phone number, and should follow a “who, what, where, when, and how” format. Messages will not necessarily appear verbatim.

Any additional supporting material, such as logos or other graphics, should be submitted with the request.

4.3 d. Bulletin board messages will appear for a maximum of 14 days. The same or similar messages may not be repeated within any three (3) month period.

4.3.e. The following types of messages are prohibited:

- Commercial advertising, including promoting the sale of products, services, or businesses.
- Information directly or indirectly promoting lotteries as defined in Section 7.6.213 of the FCC Rules, including games of chance, bingo, raffles, etc.
- Political statements, campaign messages, or calls to action (e.g. “Vote for me”).
- Announcements promoting any religions or form or worship, religious opinion, or religious services.
- Any messages that the City of Avon Lake or ALC-TV management consider inappropriate.

4.4 - Political Programming

4.4 a. In conjunction with its mission, ALC-TV provides a forum for political speech. Community Producers/Sponsors and their guests may discuss issues, candidates, and other political topics provided they abide by all ALC-TV rules and regulations.

4.4b. ALC-TV is not a commercial broadcast station and therefore is not bound by FCC mandated rules for equal airtime. If Community Access Programming submitted to ALC-TV for broadcast is of a political nature, opponents are welcome to submit their own programming and ALC-TV will, to the best of its ability, air programs in similar time slots.

4.4c. ALC-TV is not responsible for contacting any political party, politician, candidate, or levy organization prior to an election.

4.4d. Issues and/or candidates for elected office appearing on the ballot will not be included in ALC-TV programming during the fourteen (14) days before the election, with the exception of official Avon Lake government meetings and regularly scheduled government programming.

4.5 - Government Access Channel

4.5a. Information pertaining to City of Avon Lake government activities, events, issues, legislation, and meetings is aired on the ALC-TV Government Access Channel. Programming aired on the ALC-TV Government Access Channel must originate from a federal, state, county, or local government entity. The primary objectives of this channel are:

- To provide governmental information to the residents of Avon Lake.
- To increase awareness of the activities and deliberations of the legislative and other governmental bodies.
- To increase residents' awareness of government functions.

4.6 - Indemnity

4.6a. Community Producers/Sponsors are fully responsible for the content of their Community Access Programming and shall indemnify, defend, and hold harmless employees, officials, and agents of the City of Avon Lake, ALC-TV, and the CTC from any and all liability, claims and/or costs, or legal fees incurred arising out of any claim or cause incurred as a result of their Community Access Program.

4.6b. Community Producers/Sponsors are not permitted to identify themselves as employees, agents or representatives of the City of Avon Lake, ALC-TV or the CTC.

4.6c. The City of Avon Lake, ALC-TV, and the CTC accept no responsibility for Community Access Programming submitted for broadcast. Community Producers/Sponsors agree to release the employees, officials, agents and

authorized representatives of the City of Avon Lake, ALC-TV, and CTC from any liability in the event any program or media is damaged, lost, or stolen while in ALC-TV custody.

4.7 - Rules of Conduct

4.7 a. Community Producers/Sponsors are responsible for any injuries to themselves and their crew members that occur in ALC-TV studio facilities or as a result of using ALC-TV provided equipment.

4.7 b. Community Producers/Sponsors are directly responsible for the conduct and actions of their guest(s) at all times while utilizing ALC-TV studio facilities.

4.7 c. If a Community Producer/Sponsor, or their guest(s), become verbally or physically abusive, or engage in behavior that is threatening, dangerous, or disruptive to ALC-TV staff or operations, they will be asked to leave the premises and may lose their Community Access Programming privileges indefinitely.

4.8 - Copyright and Ownership

4.8 a. Community Producers/Sponsors maintain ownership of the content they produce.

4.8 b. By submitting Community Access Programming to ALC-TV, the Community Producer/Sponsor authorizes ALC-TV to broadcast their work product.

4.8 c. ALC-TV reserves the right to retain copies of any Community Access Program aired on its access stations. Programs may be re-aired indefinitely, at ALC-TV's sole discretion, unless the Community Producer/Sponsor submits a request in writing to ALC-TV management.

4.8 d. Copies of all Community Access Programming featured on ALC-TV may be purchased, with the funds going solely to ALC-TV.

4.8 e. All copyright laws regarding subject matter, trademarks, logos, and music must be strictly observed. It is the responsibility of the Community Producer/Sponsor to obtain all copyright permissions associated with their Community Access Programming. Any copyright releases obtained by the Community Producer/Sponsor must be provided in writing from the copyright holder and in possession of ALC-TV before the content can be aired. Community Producers/Sponsors assume full responsibility for any disputes arising from unauthorized use of copyrighted materials.

4.8f. All persons in attendance in public venues or at public events, including, but not limited to, government, school, and community meetings or events; City-owned or operated buildings, properties, and outdoor areas, may be recorded and broadcast by ALC-TV, as allowable by law.

4.8g. ALC-TV staff are not qualified nor authorized to advise on the legality of program material. Legal considerations are the sole responsibility of Community Producers/Sponsors.

4.8h. ALC-TV reserves the right to have the City's Law Director review any Community Access Program for compliance with these rules and regulations, and the rules and regulations of the FCC, and federal, state, and local laws.

4.9 - Underwriting

4.9a. Community Producers/Sponsors may seek underwriting funds to help defray production costs. Community Producers/Sponsors must solicit underwriting as individuals and are not permitted to refer to The City of Avon Lake, ALC-TV, or the CTC as partners in any capacity. The City, ALC-TV, and CTC bear no responsibility for securing underwriting for Community Producers/Sponsors and accept no liability for any disputes between Community Producers/Sponsors and their underwriters.

4.9b. Underwriting proposals must be submitted to ALC-TV management in advance of filming. ALC-TV management reserves the right to approve or disapprove of all underwriting proposals at its discretion.

4.9c. Underwriting must be limited to direct costs associated with the production of the Community Access Program.

4.9d. Community Producers/Sponsors must follow the underwriting and sponsorship guidelines outlined in ALC-TV's Underwriting Guidelines form.

4.9e. Underwriter credits may only appear before and after the Community Access Program and must be limited to the underwriter/sponsor's name, address, phone number, email and website address.

4.10 - Violations and Appeals

4.10 a. ALC-TV may suspend from playback and/or production any program or material that appears in violation of these rules and regulations. Community Producers/Sponsors will be notified of suspension in writing by ALC-TV management.

4.10 b. Community Producers/Sponsors may appeal suspensions in writing to the City's Law Director. If the suspension is upheld the Community Access Program will be permanently removed from playback. If the suspension is overturned, the Community Access Program will be added back to the schedule at the earliest opportunity.

4.10 c. Violation of these rules and regulations by a Community Producer/Sponsor or any person for which they are responsible, including falsification of any information provided to ALC-TV to determine eligibility, may result in loss of access to ALC-TV facilities and equipment and/or appropriate legal action. Subsequent or repeated violations will result in loss of access indefinitely.

4.10 d. Questions or disputes arising from the application and or interpretation of these rules and regulations should be directed to ALC-TV management. Matters that cannot be resolved by ALC-TV management or involve an appeal of a decision made by ALC-TV management will be referred to the Mayor of the City of Avon Lake and City Law Director.

4.11 - Audiovisual Transfer Services

As a service to Avon Lake residents, ALC-TV digitizes and copies legacy audiovisual formats such as Hi-8mm video, VHS, VHS-C, SVHS, Mini DV, DVD, and CD, and transfers them to DVD or thumb drive. Fees apply. Audiovisual Transfer Services are available during regular ALC-TV hours of operation.

4.11 a. ALC-TV assumes no responsibility for damage and/or loss of audiovisual materials provided for transfer or copying.

4.11 b. ALC-TV reserves the right to decline whether to transfer or copy copyrighted materials, damaged materials, or that contain obscene material, otherwise illegal content, or material that violates these terms of use.

From: Jacqui Hoffman <JHoffman@avonlake.org>

Sent: Wednesday, September 10, 2025 2:57 PM

To: Mark Spaetzel <MSpaetzel@avonlake.org>; Erin Fach <EFach@avonlake.org>

Subject: America 250 Community

Benefits of being an America 250-Ohio Community: Communities will receive access to resources like digital toolkits, an online community platform, and regular check-ins with other AM 250-OH Communities, recognition of your participation in AM250-OH celebrations and commemorations as well as the opportunity to develop and grow professionally and personally.

How it works: Each AM 250-OH Community should designate one to two (1-2) individuals from your governmental organization, plus one (1) member from a local civic, non-profit, or corporate organization to serve as liaisons with the America 250-Ohio staff. Once the entity becomes an AM 250-OH Community, you are encouraged to create a committee involving individuals that represent the different aspects of the community, to help plan activities to celebrate the anniversary.

The AM 250-OH local liaisons will work closely with the AM 250-OH staff through an assigned staff liaison who will provide information to the community or committee to help them plan and coordinate, make connections, and access resources.

Steps to Become an AM250-OH Community:

1. Designate one individual as the primary contact for the application.
2. [Apply](#) to be an official AM 250-OH Community.
3. Upon approval of the application, use the AM 250-OH Communities resolution template and present it to the appropriate approving authority for passage.
4. Pass, sign, and send a digital copy of the AM 250-OH Communities resolution to the AM 250-OH office.
5. Within 30 days of passing the resolution begin to form your committee – designate and send the names of (1-2) individuals from the appropriate governmental office and (1) local cultural, civic, or corporate partner who will serve as the AM 250-OH Community liaisons.
6. Begin to form your AM 250-OH committee – involve all types of organizations and begin the planning process.
7. An AM 250-OH staff liaison will work with you and your committee to provide information and resources to help you be successful.

I'm happy to start this application, but we would need to appoint specific individuals to be involved and there needs to be a resolution designating our city if our city is approved by them. I assume we would choose Tony from the Historical Society, but we need to chose 1-2 from the city as well.

Here are some requirements from the application:

By clicking "I agree" you agree to the following terms:

1. To pass and sign the America 250-OH Communities Resolution
2. To upload the signed America 250-OH Communities Resolution to google forms link in Follow-up email
3. Designate (1-2) from the appropriate governmental office and (1) local cultural, civic, or corporate partner who will serve as the AM 250-OH Community liaisons
4. Submit the names of the America 250-OH Communities Liaisons to ftomu@ohiohistory.org within 30 days of passing the America 250-OH Communities Resolution to google form in Follow-up email
5. Within 30 days of passing the resolution begin to form your committee
6. Sign-up for our monthly Newsletter

Let me know how you would like me to proceed. Thanks

Jacqui Hoffman

Program Manager
City of Avon Lake
150 Avon Belden Road
Avon Lake, OH 44012
Phone: (440) 930.4130
jhoffman@avonlake.org
Business Hours M-F 8:00 am – 4:30 pm

A RESOLUTION OF THE CITY OF AVON LAKE, OF OHIO, SUPPORTING THE OHIO COMMISSION FOR THE UNITED STATES SEMIQUINCENTENNIAL (AMERICA250-OH)

WHEREAS, the Ohio legislature and the Governor created AMERICA250-OH in 2021 to plan, encourage, develop and coordinate the commemoration of the 250th anniversary of the United States and Ohio's integral role in that event and the role of its people on the nation's past, present and future; and

WHEREAS, AMERICA250-OH hopes to engage ALL Ohioans and ALL 88 counties through their many signature and officially recognized programs, projects and events over the next several years by inspiring future leaders and celebrating all Ohioans contributions to the nation over the last 250 years; and

WHEREAS, by adoption of AMERICA250-OH Resolution we hope to educate, preserve, innovate, and celebrate.

NOW, THEREFORE, BE IT RESOLVED, AND IT HEREBY RESOLVED, that the City of Avon Lake hereby endorses AMERICA250-OH and their mission to educate, preserve, innovate and celebrate EVERY Ohioan in EVERY county; and

IT IS FURTHER RESOLVED that a copy of this resolution be sent to the Municipal legislative delegation and AMERICA250-OH Commission.

ADOPTED by the City of Avon Lake of the County of Lorain the state of Ohio, this

_____ day of _____, 2025.

ATTEST: _____

INSURANCE PROPOSAL

Prepared For:



**City of Avon Lake
150 Avon Belden Road
Avon Lake, Ohio 44012**

Policy Date: November 1, 2025 – November 1, 2026

JACKSON ■ DIEKEN
& ASSOCIATES
Complete Insurance Services

27893 Clemens Road
Westlake, OH 44145
Phone: (440) 250-6873
Fax: (440) 250-6874
www.jacksondieken.com

Jackson Dieken & Associates is a full service insurance agency. We have an experienced, professional team committed to protecting whatever is important to our clients. Our goal is to create a reliable, responsive and lasting partnership with our valued customers. Make us part of your risk management strategy and we'll help you protect what's important to you, your employees, and your customers.

27893 Clemens Rd
Westlake, OH 44145
www.jacksondieken.com
Phone: 440-250-6873
Fax: 440-250-6874

Any of these staff members will be pleased to assist you with your service needs:

Kelly McKeon

kelly@jacksondieken.com

P: (440) 575-1776

Carly Knapp

cknapp@jacksondieken.com

P: (440) 575-1793

Jillian Armstrong

jarmstrong@jacksondieken.com

P: (440) 575-1769

GENERAL INFORMATION

Insurance Carrier Package:	The Travelers Companies, Inc. A.M. Best Rating: A+
Insurance Carrier Cyber	The Travelers Indemnity Company A.M. Best Rating: A+
Policy Period:	November 1, 2025 – November 1, 2026
Named Insureds:	City of Avon Lake
Mailing Address:	150 Avon Belden Road Avon Lake, Ohio 44012
Contact Name:	Beth Krosse
Phone Number:	(440) 930 - 4124
Email Address:	bkrosse@avonlake.org

CARRIER: THE TRAVELERS COMPANIES, INC.

GENERAL LIABILITY

Coverage Form: Occurrence

Limits:	General Aggregate	\$	3,000,000
	Products & Completed Operations Aggregate	\$	3,000,000
	Personal & Advertising Injury	\$	1,000,000
	Each Occurrence	\$	1,000,000
	Damage to Rented Premises	\$	1,000,000
	Medical Expense (Any One Person)	\$	Excluded

Significant

- Extensions:**
- Sewage Backup Liability Limit: \$1,000,000
 - Sexual Abuse or Molestation Offense/Aggregate Limit: \$1,000,000/\$1,000,000
 - Employers Overhead Liability (Ohio Stop Gap): \$1,000,000
 - Pesticide/Herbicide Property Damage – Included
 - Cemetery Professional Liability – Included
 - Failure to Supply – \$1,000,000
 - Healthcare Professional Services- Included for EMT/Paramedics
 - Blanket Additional Insureds, if required by Contract- Persons or Organizations for Ongoing Operations
 - Primary and Non-Contributory, if required by written contract
 - Blanket Waiver of Subrogation, if required by written contract
 - Terrorism – Included
 - Fireworks – Included; Subject to City being named as additional insured on pyrotechnics' policy
 - Watercraft 25 feet and less - Included
 - Railroad Contractual Included (work within 50 feet of a railway – Included
 - Unmanned Aircraft Liability (Drones) - Included

Significant

- Exclusions:**
- Medical Payments
 - Fungi or Bacteria- With Limited Exception For Bacteria In Sewage Back-Up
 - Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS) – ALL LINES OF COVERAGE
 - Asbestos/Lead
 - Communicable Disease

EMPLOYEE BENEFITS LIABILITY

CARRIER: THE TRAVELERS COMPANIES, INC.

EMPLOYEE BENEFITS LIABILITY

Coverage Form: Claims Made/Retro Date: 11/01/2005

Limits:	Each Employee Limit	\$	1,000,000
	Aggregate Limit	\$	3,000,000

Deductible:	Each Employee Deductible: (Loss Only)	\$	1,000
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PUBLIC ENTITY MANAGEMENT LIABILITY

CARRIER: THE TRAVELERS COMPANIES, INC.

PUBLIC ENTITY MANAGEMENT LIABILITY

Coverage Form: Claims Made/Retro Date: 11/01/2005

Limits:	Each Wrongful Act Limit	\$	1,000,000
	Aggregate Limit	\$	3,000,000

Deductible:	Each Wrongful Act Deductible: (Damages and Defense Expense)	\$	25,000
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Significant Extensions:

- Zoning – Included; Excludes Public Use of Private Property
- Defense Expenses Reimbursement for Injunctive Relief Suits (Non-Monetary Damages)
 - o Reimbursement Limit: \$25,000 Each Wrongful Act/ \$25,000 Aggregate: 10% Participation
- Limited Special Expenses Coverage- Key Employees
 - o Limited Special Expenses Aggregate Limit- Key Employees; \$25,000
 - o Participation Percentage: 10%
- Transit Authority Coverage- Included

Significant Exclusions:

- Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)

EMPLOYMENT RELATED PRACTICES LIABILITY

CARRIER: THE TRAVELERS COMPANIES, INC.

EMPLOYMENT RELATED PRACTICES LIABILITY

Coverage Form: Claims Made/Retro Date: 11/01/2005

Limits:	Each Wrongful Act Limit	\$	1,000,000
	Aggregate Limit	\$	3,000,000
	DEFENSE INSIDE THE LIMIT		

Deductible:	Each Wrongful Act Deductible: (Damages and Defense Expense)	\$	15,000
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Significant	-	Workplace Violence Expense Limit: \$250,000; No Deductible Applicable
Extensions:	-	Non-Employment Related Sexual Harassment – Included
	-	Compensatory Damages (Front/Back Pay) – Included
	-	Wage & Hour Defense Sublimit - Included
	-	Transit Authority Coverage- Included

Regulatory Investigations/EEOC Incidents Must Be Reported to Travelers Immediately Upon Receipt

LAW ENFORCEMENT LIABILITY

CARRIER: THE TRAVELERS COMPANIES, INC.

LAW ENFORCEMENT LIABILITY

Coverage Form: Occurrence

Limits:	Each Wrongful Act Limit	\$	1,000,000
	Aggregate Limit	\$	3,000,000

Deductible:	Each Wrongful Act Deductible: (Damages and Defense Expense)	\$	10,000
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Notable

Extension:

- Moonlighting – Included
- Unmanned Aircraft Liability (Drone) – Included
- Police Department Operated Emergency Medical Dispatchers/
911 Operators – Included

CARRIER: THE TRAVELERS COMPANIES, INC.

AUTO LIABILITY AND PHYSICAL DAMAGE

Coverage Form: Occurrence

Limits:	Liability	\$	1,000,000
	Medical Payments	\$	\$5,000
	Uninsured/Underinsured Motorist	\$	Excluded
	Rental Reimbursement \$30 Per Day/30 days/\$900 Max	\$	Included
	Towing & Labor- Each Disablement	\$	50

Deductible:	Liability	\$	NA
	Comprehensive/Collision	\$	1,000/,1000
	Comprehensive/Collision Vehicles Valued \$100,000 +	\$	5,000/5,000

Significant Extensions/

Notes:

- Hired and Non-Owned- Included
 - Hired Auto Physical Damage- Included
 - Blanket Additional Insured, when required by contract – Included
 - Commandeered Autos – Included
 - Blanket Waiver of Subrogation, when required by contract – Included
- AGREED VALUE VEHICLES: (All others ACV)
- | | | | | |
|------|-----------------|--------------------------|--------------------|-----------|
| 2010 | Pierce | Quantum Pumper | 4P1CU01E0AA010820 | \$556,085 |
| 2016 | Freightliner | Ambulance | 1FVACWDTXGHHT2626 | \$254,352 |
| 2020 | Pierce | Fire Truck | 4P1BAFF6LA021142 | \$582,545 |
| 2021 | Freightliner | Freightliner | 1FVACWFC4MHMP7381 | \$332,052 |
| 2022 | Western Star | 4700 SF5KKHAXFE1NPNK7683 | \$491,007 | |
| 2022 | Ford | F550 Sewer Truck | 1FDUF5HN5NEF33139 | \$439,387 |
| 2022 | Mack | Truck | 1M2GR4GC6RM040399 | \$585,543 |
| 2024 | Freightliner | Horton Ambulance | 1FVACWFC2RHUX4079 | \$358,627 |
| 2023 | BUCHER | TRUCK | TEBC50AF9N4V09475 | \$284,124 |
| 2007 | Sterling Vactor | L70 Sewer Clean | 1FZAATDC67AY48912 | \$251,010 |
| 2009 | International | SelfContained LeafVac | 1HTMKAAAN39H104396 | \$136,473 |
- Glass Breakage: Deductible waived if glass repaired rather than replaced
 - Blanket Loss Payee: Per Schedule On File

**See Accompanying Schedules*

UMBRELLA (NON-SILO)

CARRIER: THE TRAVELERS COMPANIES, INC.

UMBRELLA COVERAGE

Limits:	Umbrella Liability — Each Occurrence	\$	10,000,000
	Umbrella Liability — Annual Aggregate	\$	10,000,000
Self-Insured Retention:	Umbrella Liability	\$	10,000
Coverage:	- Coverage Applies Over Primary General Liability, Employee Benefits Liability, Auto Liability, Law Enforcement Liability, Ohio Stop Gap (Employers Overhead Liability), Public Entity Management Liability (Including Zoning), Employment Related Practices Liability		
Significant Exclusions:	<ul style="list-style-type: none">- Sewer Backup Liability- Sexual Abuse & Molestation- Public Use of Private Property- Watercraft Liability- Perfluoroalkyl and Polyfluoroalkyl Substances (PFAS)- Unmanned Aircraft (Drones)- Failure to Supply- Professional Healthcare Services - Coverage Limited to \$1,000,000 in Primary		

CARRIER: THE TRAVELERS COMPANIES, INC.

PROPERTY — BUILDING AND CONTENTS

Locations: *See Accompanying Schedule*

Limits:	Buildings & Contents	\$	189,728,134
	Earthquake	\$	1,000,000
	Flood - <i>See Schedule for Specific Flood Coverage Locations</i>	\$	1,000,000

Deductible:	All Other Perils	\$	10,000
	Earthquake	\$	50,000
	Flood	\$	50,000
	Business Income/Extra Expense		72 Hours

Terms &

Conditions:

- Special Form
- Blanket Basis
- Replacement Cost Valuation
- Coinsurance – Waived
- Terrorism – Included

Significant

Exclusions:

- Virus/Bacteria
- Overhead Transmission Lines

EXTENSIONS OF COVERAGE

Deluxe Property Coverage Form			
Coverages			Limits
Accounts Receivable – On-Premises	\$		250,000
Accounts Receivable – Off-Premises	\$		25,000
Animal Mortality			
- Any One Law Enforcement Animal	\$		15,000
- All Law Enforcement Animals- Maximum Per Occurrence	\$		15,000
Business Interruption (Business Income/Extra Expense)	\$		1,000,000
Confiscated Property	\$		100,000
Debris Removal	\$		250,000
Employee Tools			
- Any One Occurrence	\$		25,000
- Any One Item	\$		2,500
Expediting Expense	\$		25,000
Fine Arts			
- At All Described Premises	\$		50,000
- In Transit	\$		25,000
Fire Department Service Charge	\$		Included
Fire Protective Equipment Discharge	\$		Included
Green Building Alternative Increased Cost			1%
- Maximum Amount Each Building	\$		100,000
Green Building Reengineering and Recertification Expense	\$		25,000
Limited Coverage for Fungus, Wet Rot or Dry Rot- Annual Aggregate	\$		25,000
Loss of Master Key	\$		25,000
Newly Constructed or Acquired Property			
- Buildings (Each)	\$		2,000,000
- Personal Property at Each Premises	\$		1,000,000
Ordinance or Law Coverage	\$		1,000,000
Outdoor Property	\$		250,000
- Any One Tree, Shrub or plant			2,500
Outdoor Signs			
- At All Described Premises	\$		100,000
- At All Undescribed Premises	\$		5,000
Paved Surfaces	\$		100,000
Pollutant Cleanup and Removal- Annual Aggregate	\$		100,000
Preservation of Property			
- Expenses to Move and Temporarily Store Property	\$		250,000
- Direct Loss or Damage to Moved Property	\$		Included
Property in Transit	\$		50,000
Public Relations Crisis Management	\$		10,000
Underground Pipes, Flues & Drains	\$		1,000,000
Unintentional Errors and Omissions	\$		500,000
Water Backup	\$		Included

<u>Deluxe Property Coverage Form</u>		
Street Lights- Each Item*	\$	10,000
Street Lights- Maximum Per Occurrence*	\$	100,000
Street Lights- Deductible	\$	1,000
Street Signs- Each Item*	\$	10,000
Street Signs- Maximum Per Occurrence*	\$	100,000
Street Signs- Deductible	\$	1,000
Traffic Signs and Lights- Each Item*	\$	10,000
Traffic Signs and Lights- Maximum Per Occurrence*	\$	100,000
Traffic Signs and Lights- Deductible	\$	1,000
Stadium Lights – Per Occurrence*	\$	10,000
Stadium Lights- Maximum Per Occurrence*	\$	100,000
Stadium Lights- Deductible	\$	1,000
*PLEASE NOTE LIMITS ARE IN ADDITION TO SCHEDULED LIMITS ON THE PROPERTY IN THE OPEN SCHEDULE		

EQUIPMENT BREAKDOWN

CARRIER: THE TRAVELERS COMPANIES, INC.

EQUIPMENT BREAKDOWN

Limits:	Equipment Breakdown	\$	Included In Property Limit
Sublimits	Spoilage	\$	250,000
	Amonia Contamination	\$	250,000
	Hazardous Substance	\$	250,000
	Utility Services (Water/Communication/Power)	\$	50,000
Deductible:	All Other Perils	\$	5,000
	Business Income/Extra Expense		72 Hours
Coverage			
Extensions:	- Blanket Basis		
	- Replacement Cost Valuation		
Coverage			
Exclusions:	- Overhead Transmission Lines		

CARRIER: THE TRAVELERS COMPANIES, INC.

MISCELLANEOUS PROPERTY AND PROPERTY IN THE OPEN & DRONES

Limits: Miscellaneous Property, Including Property in the Open \$ 3,116,169

Deductibles: Miscellaneous Property, Including Property in the Open \$ 1,000

Terms &

- Conditions:**
- Replacement Cost
 - Coinsurance 80%
 - Unmanned Aircraft (Drone) Coverage - Included

Significant

- Exclusions:**
- Earthquake
 - Flood

CONTRACTORS EQUIPMENT

Limits:

Scheduled Contractor's Equipment	\$	2,345,030
Unscheduled Owned Equipment	\$	150,000
Unscheduled Owned Equipment- Max Per Item Limit	\$	10,000
Unscheduled Equipment Owned By Others	\$	250,000

Deductibles: Contractor's Equipment \$ 1,000

Terms &

- Conditions:**
- Actual Cash Value
 - Coinsurance 80%

Significant

- Extensions:**
- Employee Tools Any One Item: \$1,000
 - Employee Tools Any One Employee; \$2,500
 - Employee Tools Any One Occurrence: \$5,000

Significant

- Exclusions:**
- Earthquake
 - Flood

**See Accompanying Schedules*

COMPUTERIZED BUSINESS EQUIPMENT

CARRIER: THE TRAVELERS COMPANIES, INC.

COMPUTERIZED BUSINESS EQUIPMENT

Limit:	Hardware & Software	\$	634,120
	Business Income/Extra Expense	\$	100,000
	In Transit	\$	100,000
	Temporarily Away from Scheduled Location	\$	100,000
	Earthquake	\$	634,120
	Flood	\$	634,120

Deductible:	Hardware & Software	\$	1,000
	Earthquake	\$	50,000
	Flood	\$	50,000

Terms &

- Conditions:**
- Functional Replacement Cost (Hardware)
 - Cost to Reproduce & Replace (Software)

**See Accompanying Schedule*

CARRIER: THE TRAVELERS INDEMNITY COMPANY
CRIME

Limit:	Employee Theft	\$	100,000
	Faithful Performance & Treasurers and Tax Collectors		Included
	Forgery or Alteration	\$	100,000
	Theft/Disappearance/Destruction- Inside Premises	\$	100,000
	Theft/Disappearance/Destruction- Outside Premises	\$	100,000
	Computer Fraud	\$	100,000
	Funds Transfer Fraud	\$	100,000
	Money Orders & Counterfeit Money	\$	100,000
Deductible:	Crime Deductible	\$	1,000

CYBER PROTECTION

CARRIER: THE TRAVELERS INDEMNITY COMPANY

CYBER PROTECTION

Limit:	Privacy and Security	\$	3,000,000
	Payment Card Costs	\$	3,000,000
	Media	\$	3,000,000
	Regulatory Proceedings	\$	3,000,000
	Privacy Breach Notification	\$	3,000,000
	Computer and Legal Experts	\$	3,000,000
	Betterment	\$	100,000
	Cyber Extortion	\$	3,000,000
	Data Restoration	\$	3,000,000
	Public Relations	\$	3,000,000
	Computer Fraud	\$	250,000
	Funds Transfer Fraud	\$	250,000
	Social Engineering	\$	250,000
	Telecom Fraud	\$	250,000
	Business Interruption	\$	3,000,000
	Dependent Business Interruption	\$	3,000,000
	System Breakdown	\$	3,000,000
	System Breakdown- Dependent	\$	3,000,000
	Reputational Harm	\$	1,000,000
	Vendor or Client Payment Fraud	\$	250,000
	Bricked Hardware	\$	Included
	Accounting Costs Limit	\$	25,000
	Policy Aggregate Limit	\$	3,000,000
Deductibles	Cyber Deductible	\$	25,000
	Vendor or Client Payment Fraud	\$	10,000
	Social Engineering/Telecom /Funds Transfer/Computer Fraud	\$	10,000
	Reputational Harm	\$	10,000
	Betterment Co-Participation		50%
	Business Interruption – Waiting Period		8 Hours
Notes:	Knowledge/P&P Date: 11/01/2024		
	Claims Made Retro Date: Full Prior Acts		

PREMIUM SUMMARY

Insurance Carrier: The Travelers Companies, Inc.

Policy Period: November 1, 2025 – November 1, 2026

	<u>25/26</u> <u>Renewal</u>	<u>24/25</u> <u>Expiring</u>
Package	\$ 417,091	\$ 352,150
Cyber	\$ 29,200	\$ 29,200
TOTAL	\$ 446,291	\$ 381,350

Marketing:

Package: 90 Day Notice of Cancellation

During the policy term, Travelers does not charge additional/return premium on the policy for mid-term auto changes. Instead, at the end of each policy term, they review the auto schedule from the beginning of the year vs the schedule provided for the next policy term. After this audit, they will either invoice for additional premium due or return premium depending on the number of units and auto physical damage amounts from year to year. The charge will be 50% of the annual liability and physical damage rates.

Exposure Changes:

Property: **Up \$13,658,599** Per Appraisal

Autos: **Up 18 Vehicles**

Inland Marine- Contractors Equipment: **Up \$447,389**

Inland Marine- Misc. Prop & Equipment: **Up \$1,927,820**

Options:

Auto - Remove Medical Payments: **\$6,755 Return Premium** - SELECTED

Healthcare Professionals (EMT/Paramedics) Included in \$10M Umbrella: **\$15,500 Additional Premium** - SELECTED

Property: Increase Earthquake and Flood from \$1M to \$2M: **\$26,542 Additional Premium**

Property: Increase Earthquake and Flood from \$1M to \$5M: **\$54,736 Additional Premium**

Subjectives:

Package: None

Cyber: None

INSURANCE DISCLAIMER

This Proposal is not to be construed as a complete disclosure of all coverages and/or exclusions that are contained in your insurance policy.

As with all insurance, please refer to the actual contracts, documents and policies for complete wording of terms, conditions and exclusions.



2026 FISCAL YEAR BUDGET CALENDAR

✓ August 1, 2025	Memo and Capital Budget Worksheets emailed to Department Heads
✓ August 18, 2025	Operating Budget Worksheets emailed to Department Heads
✓ August 22, 2025	2026 Capital Budgets due to Mayor and Finance Director electronically
✓ August 29, 2025	Operating Budget requests from Department Heads due to Mayor and Finance Director electronically
✓ September 3, 2025	Five-year capital plan due to Mayor and Finance Director electronically
✓ September 10-17, 2025	Individual meetings with Mayor, Finance Director, and Staff regarding Capital and Operating Budget Requests
October 11, 2025	Council Budget Work Session for Councilmembers to review budgets with the Mayor, Finance Director, and respective Staff
November 8, 2025	Council Budget Work Session for Councilmembers to review budgets with the Mayor, Finance Director, and respective Staff
November 15, 2025	Council Budget Work Session for Councilmembers to review budgets with the Mayor, Finance Director, and respective Staff
November 24, 2025	First Reading by City Council of Fiscal Budget Appropriations
December 8, 2025	Second Reading by City Council of Fiscal Budget Appropriations
December 15, 2025	Third and Final Reading and passage by City Council of Fiscal Budget Appropriations



City of Avon Lake
City Council Budget Work Session Agenda
FY 2026 Budget
October 11 , November 8, November 15, 2025

Saturday, October 11, 2025 8:00AM - 12:00 PM		
Time	Department	Presenter
8:00 AM	Mayor Introduction	Mayor Spaetzel
8:10 AM	Finance Director Introduction	Beth Krosse
	Revenue Projections	
	Overall Financial Health	
8:30 AM	Engineering	Chris Howard
9:30 AM	Public Works	Jon Liskovec
11:00 AM	Community Development	Ted Esborn
Saturday, November 8, 2025 8:00AM - 12:00 PM		
Time	Department	Presenter
8:00 AM	Recreation	Erin Fach
9:00 AM	Fire Department	Chief Betsa
10:00 AM	Police Department	Chief Robertson
11:00 AM	Additional Dept. as Time Allows	Mayor Spaetzel
	Building	Tom Carleton
	Human Resources	Lynn Kernya
	Law	Gary Ebert
Saturday, November 15, 2025 8:00AM - 12:00 PM		
Time	Department	Presenter
8:00 AM	Communications & Technology	Rob Rua
9:30 AM	Civil Service & Council	Valerie Rosmarin
10:00 AM	Revenues & Expenses	Beth Krosse
11:00 AM	Capital Review & Additional Items	Beth Krosse / Mayor Spaetzel

Chapter 208: GENERAL FEE SCHEDULE

Section 208.01(d)(G)

G. Photocopies	
1. 0 - 9 copies no charge	
2. Over 9 copies black and white	\$0.05 per copy
color	\$0.10 per copy
3. No charge for copies e-mailed	
4. Downloaded copies to computer disc digital media	\$1 \$5
H. Police Department Video Recordings Duplicated, copied, or prepared by the Avon Lake Police Department. Costs include employee or contractor time expended in retrieving, downloading, redacting and producing the video record. Requestor provides USB flash drive (__GB specified) for the video download. Avon Lake Police Department does not provide USB flash drives.	
	\$75 per hour of video produced, not to exceed \$750 total, per video.



Southwest General Police Dept.
Southwest General Health Center
18697 Bagley Road
Middleburg Heights, Ohio 44130
Chief Tristan Harker
(440)816-8884 fax (440)816-4045



**To: Chief Caleb Robinson
Avon Lake Police Department
32855 Walker Rd,
Avon Lake, OH 44012**

Dear Chief Robinson,

I am writing to formally convey the Southwest General Police Department's intent to donate a decommissioned patrol vehicle to the Avon Lake Police Department. This donation reflects our department's commitment to support of our neighboring law enforcement partners.

The vehicle being donated is a 2014 Ford Explorer Police Interceptor, which has served our department faithfully for the past ten years. While the vehicle has been consistently maintained and remains mechanically sound, it has reached the end of its serviceable life for road patrol due to age-related safety considerations. As such, it has been retired from active duty in accordance with departmental policy and fleet safety standards. The specifications are as follows:

Mileage: 123,565 miles

VIN: 1FM5K8ARXEGA92076

Condition: Poor, due to 10 years of performance throughout its service life

Equipment removed: Emergency lighting system, siren and PA system, partition cage, and radio mount

We believe this vehicle may continue to serve your department effectively in training capacity (range training). Our department is prepared to coordinate the transfer of ownership, including all necessary documentation.

Should you require any additional information or wish to schedule the transfer, please do not hesitate to contact me directly at 440-816-8444 or via email at JMelda@swgeneral.com.

We are pleased to support the Avon Lake Police Department and look forward to continued collaboration in the interest of public safety.

**Respectfully,
Jason Melda
Lieutenant of Police
Southwest General Hospital
18697 Bagley Rd, Middleburg Hts, 44130**

Public Works Equipment Ready for Disposal

Fleet ID	VIN	Year	Make	Model	Description	Current Status
125	1FDXK87U0FVA28601	1985	FORD	K 87G	5 TON DUMP W/ SNOW AND ICE PKG	Out of Service
	1FTHF25H5LNB40676	1990	FORD	R 257 (F250)	133 STYLESIDE PICK-UP TRUCK	Out of Service
129	1HTSDZ7N1MH336575	1991	INTERNATIONAL	4900	5 TON DUMP W/ SNOW AND ICE PKG	Out of Service
137	1FDXK74C0RVA23926	1994	FORD	F700	5 TON BUCKET TRUCK	Out of Service
120	1HTSDAAN4TH280740	1996	INTERNATIONAL	4900	5 TON DUMP W/ SNOW AND ICE PKG	Out of Service
126	1HTSDAAR0YH268031	2000	INTERNATIONAL	4900	5 TON DUMP W/ SNOW AND ICE PKG	Out of Service
166	1FTSF31L5YEB11210	2000	FORD	F350	TRUCK	Out of Service
139	1FTSF31L61ED79253	2001	FORD	F350	1-TON PICKUP TRUCK	Out of Service
180	1FTNF21L52ED21482	2002	FORD	F250	3/4-TON SRW SUPER DUTY	Out of Service
170	1FTSF30L42ED21483	2002	FORD	F350	1-TON SRW SUPER DUTY	Out of Service
149		2013	John Deere	544	Wheel Loader	Out of Service

10/1/2025

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

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

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

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

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

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

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

Section No. 1: That the bid by Henderson Products, Inc., of Bucyrus, Ohio, submitted through NPPGov to supply the City with the snowplow, ice package, and related equipment for the Public Works Department in the amount of \$126,588 be and is hereby accepted and approved.

Section No. 2: That upon delivery to this City of a snowplow, ice package, and related equipment with the proper specifications to the full satisfaction of the Public Works Director and Finance Director, the Finance Director is hereby directed to deliver to Henderson Products, Inc., of Bucyrus, Ohio, the warrant of this City in the amount of \$126,588 and to cause said warrant to be paid.

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

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


PASSED: 5/27/2025


Council President

POSTED: 5/30/2025

APPROVED: 5/28/2025

ATTEST: 
Clerk of Council


Mayor



HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

Page 1
Quote #190578
Rev #17

TRUCK B

To: CITY OF AVON LAKE
Attn: Jonathan Liskovec
Quote Date: 3/28/2025
Valid Until: 6/26/2025
NPPGov Contract# PS22170
NPPGov #: 40450
Quoted:
2025 SA SNOW & ICE PACKAGE

Quoted By: Ross Repp
Phone: 419-617-7509
Cell: 4195696166
Fax:
Email: rrepp@hendersonproducts.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Reversible snow plow

Plow Length: 11' length
Moldboard Trip: Adjustable cutting edge trip - torsion spring
Pushframe Type: Heavy Duty Outboard Cylinders Type
Moldboard Height: 42" height
Moldboard Shield: "J" Style moldboard shield
Moldboard Sheet Material: 3/8" polymer ILO steel
Mailbox Cut/Mouse Ear: Mailbox cutout on right side of moldboard
Adjustable Trip Spring: Adjustable cutting edge trip springs
Hydraulic Cylinders: 3" x 16" single acting nitrided reversing cylinders
Paint: Orange Poly Moldboard, all other gloss black
12" Rubber Deflector: Yes, w/ SS Backer
Install Rubber Deflector: Yes
36" Plastic Side Markers, Pair: Yes
Parking Jack, Screw Adjustable: Yes
Hitch, Plow Portion: Pin and loop oscillating hitch
Plow Portion Installed on Plow: Yes

Snow Plow Hitch

Reversing Cylinder Style: None or Top mount reversing cylinders
Plow Portion Hitch: Plow portion picked under plow
Hitch, Truck Portion: Pin & loop hitch, low profile
Hydraulic Lift Cylinder: 4" x 2" x 10" Double Acting Nitrided Lift Cylinder
Custom Options: Note Custom Details Below
Option 1 Description: IDC-OH ANGLE IRON PIN&LOOP HITCH P/N#156042

HPI Marke

COUNTRY/LANGUAGE: USA/ENGLISH
FAMILY: MARK E, CLASSIC
FLOOR LENGTH: 10' FLOOR LENGTH
SIDE HEIGHT: 30" SIDE HEIGHT
BODY MATERIAL(SIDES/HEADSHEET): 7GA 201SS SIDES/HEADSHEET



National
Purchasing
Partners
Government
Since 2005





HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

Page 2
Quote #190578
Rev #17

SIDE BRACES: (1) 10GA 201SS WELD ON SIDE BRACE
TOP RAIL/RUB RAIL MATERIAL: 7GA 201SS TOP & RUB RAILS
REAR BOLSTER HEIGHT: 8" BOLSTER, 2-1/8" POCKETS
REAR BOLSTER MATERIAL: 7GA 201SS REAR BOLSTERS
FRONT BOLSTER: FRONT BOLSTERS, 10GA
FLOOR MATERIAL: 1/4" AR400 FLOOR
HOIST TYPE: TRN MT HOIST, INT DH, SUBFRM, DA
CYLINDER MODEL: CS/G4, DBL ACT, 2YR SALT WTY*
HOIST MOUNT TYPE: STANDARD SUBFRAME
LONGSILLS: 5" I-BEAM LONGSILLS, FULL WELD
BODY HINGE MAINTENANCE: GREASEABLE PINS, NO BUSHINGS
TAILGATE STYLE: CONFIGURABLE STANDARD TAILGATE
TAILGATE SHEET MATERIAL: 7GA 201SS TAILGATE SHEET
TAILGATE BRACE: 2 HORIZONTAL TAILGATE BRACE
TAILGATE LIFT STYLE/LOCATION: FORMED LIFT LOOP, TOP BRACE
TAILGATE RELEASE & CONTROL: DOUBLE ACTING, SS BUSHING, TG RELEASE
TAILGATE HINGE: STD, 1-1/4" PIN, 1" PLT
TAILGATE CHAINS: ZINC TAILGATE CHAINS
BOLSTER CHAIN HOOKS: BANJO CHAIN HOOKS INSTALLED
LUBRICATION: GREASEABLE PINS, JAWS, & SHAFT
CABSHIELD STYLE/WIDTH/OVERHANG: WELD-ON, 22"x86", NO TARP SHROUD
CABSHIELD MATERIAL: 201SS, 10GA PANEL, 7GA ENDS
CABSHIELD LIGHTING: CS LIGHTS, 2 FORWARD, 1 EACH SIDE, 2 REAR
SIDE LADDER LOCATION: LADDER/GRBHND, DS FRNT, SL
SIDE LADDER TYPE: LADDER, PULLOUT 201SS, FIXED UPR
REAR BOLSTER MARKER LIGHTING: 2.5" RED REAR BLSTR LIGHT
REAR FACING REAR BOLSTER LIGHT: 3 OBROUND LIGHT
WALK RAILS: 2" DRVR & CURB WALK RAIL
VIBRATOR LOCATION: VIBRATOR PAD BETWEEN LONGSILLS
TGS INTEGRATION: TGS SPILL SHIELDS, SHIP LOOSE
TGS/ASPHALT LIP MOUNT HOLES: MOUNT HOLES IN BOLSTER
FINISH PREP: WASH & PRIME MILD PARTS ONLY
NOTE 1:: ADDITIONAL CUSTOM OPTION
CUSTOM OFFERING: 1/2 Inch SS HYDRAULIC LINES DS LONGSILL

TGS salt / sand spreader

TROUGH MATERIAL: 201SS
AUGER SIZE AND TYPE: 6" dia. auger, direct drive
MOUNTING BRACKETS: Standard Mount Kit 96" Width
AUGER SPEED SENSOR: Auger speed sensor
Option 1 Description: SLURRY TUBE INSTALLED ON TGS

Installation Workup

Facility: IDC-OH
Chassis Delivery To Henderson: Henderson Picks Up (100 miles or less)



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CUSTOMER QUOTE

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Completed Truck Delivery Method: Henderson Delivers (100 miles or less)

Chassis Make: International

Chassis Model Yr: 2025

Chassis Model: HV 607

Vin Number: NA

Useable CA/CT: 102 INCH CA

Front Frame Ext?: Yes

Frnt Frame Ext Type: Full

Front Frame Wall: Single Wall

Front Frame Width: 34"

Pump Location: Transmission Mount Pump

Transmission Type: Automatic

Transmission Model: Allison Transmission

Hitch Type: Low Profile or Manual Tilt Type Hitch

Mount Type: Engineered Truck Hitch (sales to order hitch w/ unit)

Mount Spec: Hitch Kit for HV 607 SBA

Front Bumper: OEM Bumper Cut and Split

Hitch Options 1: (2)159694 BUMPER,FORMED,IADOT (ILO OEM CUT & SPLIT)

Front Plow Type: Standard Henderson Plow

Plow Markers (Front Plow): IDC Install of fact supplied markers, sales to order w/ unit

Rubber Deflector Install: Supplied/Installed @ Factory, sales to order w/ unit

Plow Jack Install: MFG Supl'd jack (loose), IDC instl'd, sales order with unit

Dump Body Type: Mark E Single Axle

Floor Length: (10') Floor length

Hoist Type: Tele Trun Hoist with Subframe, Internal Doghouse

Cylinder Type: Double Acting

Body Material (Sides/ends): Stainless Steel Type Body Material

Tailgate Release Type: IDC Supplied manual air over air valve

Pressure Protection Valve: Direct to air tank valve (Int, Mack & Volvo)

Cabshield Install: Supl'd by fact, Stationary mnt @ IDC (sales to order w/unit)

Step(s): Supplied and install @ IDC (select from step options below)

Step QTY: 1

Step 1 Type: SS Serrated 18" Step (For Flat Surface)

Step 1 Location: Driver Side Front, inside

Grab Handle(s): (1) Factory supl'd, install @ IDC (Sales to order with unit)

Ladder(s): Supplied by factory, Install @ IDC (sales to order w/ unit)

Ladder Install QTY (Dump): (1) LADDER INSTALLED @ IDC (LABOR ONLY)

Ladder Install Style (Dump) 1: 3 Step Pull Out

Ladder Install Loc 1 (Dump): Driver Side Front

Shovel Holder: (1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt

Shovel Holder Loc (1): Driver side body

Vibrator: Vibco - Dump Body Vibrator & bracket (order vib pad w unit)

Sideboards: Wood (Un-Painted), supplied/installed by IDC

Sideboard Spec: (2)164059 SIDEBBOARD,HARDWOOD,2 X 12 X 10

Sideboard Notes:



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Body Spec Notes:

Spreader Type: TGS
TGS Drive Type: Hydraulic Drive
TGS Spinner Configuration: Single Spinner Install
TGS Body Type: Standard straight gate body install
TGS mounting type: STD TGS brackets (supplied with unit)
HYD QD Mount Brackets: Stainless Steel QD Mount in front of dump body bolster

Prewet/Liquid System: Frame Mount Prewet System
Configuration: IDC Supplied (sales to quote from vendor)
Vendor Supplied Kit: CERTIFIED POWER (INCLUDED IN THE HYDRAULICS PACKAGE)
Install Location: Cradle Mount (verify fit or CA/CT if Req'd)
Drive Configuration: Hydraulic Drive, Vendor Supplied (sales to quote w/ hyd)
Controls: Supplied by IDC (sales to order w/ hyd cntrls)
Flush Kit: Supplied by factory, Installed @ IDC (sales to order w/unit)
Liquid Options 1: (1)85622 PACK,PWS,FLUSH KIT,1/2in.

Liquid Details:

Chassis Accessories: Yes (SELECT RELATED OPTIONS BELOW)
Mudflaps (Rear): Swinging w/Logo
Mudflap Type (Rear): 36" Swinging, SS (with LOGO)
Fenders: Poly fenders, Full Pair, single axle, SS mount
Pintle Plate: Yes (select from options below)
Pintle Plate Configuration: 3/4" Plate, PH20 Holes, SA w/ SubFrm (3LTC)
Pintle Plate D-Rings: Qty (2) 1" D-rings, 50 deg bend
Pintle Hook: 20 Ton
Trailer Plug (1): 7 Pin Trailer Plug, Round, Alum
Truck Wash: Complete Truck Wash/Clean/Vac 1
Warranty: Standard 1 Year Warranty
Inspection: Walk-around meeting only
Reflective Tape: Reflective Tape, Henderson Logo (60' Linear)

Electrical: Yes (SELECT RELATED OPTIONS BELOW)
Power Distribution Panel: Power Distribution Panel
Plow Lights: Plow Lts, LED, Heated, Tlite, Round, Pair
Plow Light Brackets: Plow Lt Brckts, SS, Mnt to Fact Hood Mnt Mirror, INTL, Pair
Worklight(s) QTY: (QTY 1) Work Light (Select type below)
Worklight (1) Type: LED, Worklight, 4in Round (Optilux)
Worklight (1) Gen Location: Rear Spinner



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Cabshield Warning Light Qty: Qty 6 Lights (Order Holes with Unit)
Cabshield Warning Lights: QTY 3 6" LED Ovl Strobe Green/Qty 3 LED Ovl Strobe
Amber
Cabshield Lighting Harness: Cabshield Warning Lights Only (qty 2-6)
Rear Dump Bolster (S/T/T): LED S/T/T, kit (OH) (order holes)
OEM Light Remount: Remount OEM Chassis Lights
Rear Dump Bolster (Back-up): B/U Lights, LED, Clear, Oval, pair (Order holes
with body)
Rear Dump Bolster Strobes: 6" LED Oval Strobes, 1 Amber, 1 Green (order holes
w/unit)
Rear Dump Bolster Light Boxes: Single Oval, 6" SS Lightboxes, Pair, Externally
Mounted
Back up alarm: Relocate chassis supplied b/u alarm (verify if incl w/ OEM)
Body up switch/light: Supplied with Hydraulics, IDC install
Brake controller: Brake Controller, Voyager Brake Controller
Backbone & Wire Standoffs: 10' Backbone (For SA)

Electrical Spec Notes:

Hydraulics: Full Hydraulic Package
Hyd Supplier: Certified (Select Pkg Below)
Hyd Supplier (Spec): Certified Power Electric A Package
Controls Type: Electric Controls
PTO Type: Included in Hydraulics Package
Reservoir Type: Supplied With Hydraulics
Valve Enclosure Type: Supplied With Hydraulics
Low Oil Indicator: Yes, included in Hyd Pkg
Return Filter: Provided with Hydraulics
SS Tubing Upgrade: SA, F&R lines, 6' Frnt, 9' Rr
Quick Coupler Upgrade: Other (quote below)

Hydraulics Notes:

SS QUICK CUPLERS INCLUDED IN QUOTE
SS VALVE ENCLOSURE/OIL TANK COMBO
HIGH PRESSURE FILTER SYSTEM
ELECTRIC JOYSTICK CONTROLS WITH HARMREST CONSOLE WITH TOUCHGUARD SWITCH
PACK AND FREEDOM 2.2 SPREADER CONTROLLER
FULL LOADSENSE PLOW BALANCE
CONSTANT MESH PTO
CLOSED LOOP PREWET VALVE AND PUMP BOX
240 GALLON TANK BEHIND CAB
Disclaimer: Paint not guaranteed to match OEM chassis color

IDC Paint Location: IDC-OH
Undercoat: Undercoat (Body Underside & Chassis)
Paint Code & Color (from color charts): MEDALLION RS-701 RUBBERIZED UNDERCOAT



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CUSTOMER QUOTE

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Chassis Info

CHASSIS STATUS: Customer Supplied

CHASSIS DETAILS:

Original package price: \$136,855.00
Total package w/applicable NPPGov discount: \$125,245.00
Freight: \$1,344.00
Package(s): 1
Total: \$126,588.00

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: _____ Date: _____

Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All Terms and Conditions Apply. Terms of Sale Document available at:
http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf



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CUSTOMER QUOTE

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Rev #50

To: CITY OF AVON LAKE
Attn: Jonathan Liskovec
Quote Date: 9/15/2025
Valid Until: 12/14/2025
NPPGov Contract# PS22170
NPPGov #: M-5829763
Quoted:
2025 SA SNOW & ICE PACKAGE

Quoted By: Ross Repp
Phone: 419-617-7509
Cell: 4195696166
Fax:
Email: rrepp@hendersonproducts.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

Reversible snow plow

Plow Length: 11' length
Moldboard Trip: Adjustable cutting edge trip - torsion spring
Pushframe Type: Heavy Duty Outboard Cylinders Type
Moldboard Height: 42" height
Moldboard Shield: "J" Style moldboard shield
Moldboard Sheet Material: 3/8" polymer ILO steel
Mailbox Cut/Mouse Ear: Mailbox cutout on right side of moldboard
Adjustable Trip Spring: Adjustable cutting edge trip springs
Hydraulic Cylinders: 3" x 16" single acting nitrided reversing cylinders
Paint: Orange Poly Moldboard, all other gloss black
12" Rubber Deflector: Yes, w/ SS Backer
Install Rubber Deflector: Yes
36" Plastic Side Markers, Pair: Yes
Parking Jack, Screw Adjustable: Yes
Hitch, Plow Portion: Pin and loop oscillating hitch
Plow Portion Installed on Plow: Yes

Snow Plow Hitch

Reversing Cylinder Style: None or Top mount reversing cylinders
Plow Portion Hitch: Plow portion picked under plow
Hitch, Truck Portion: Pin & loop hitch, low profile
Hydraulic Lift Cylinder: 4" x 2" x 10" Double Acting Nitrided Lift Cylinder
Custom Options: Note Custom Details Below
Option 1 Description: (1)156042 OHIO HCH PIN & LOOP, 4X2 LIFT CYLINDER (ILO PICKED

HPI MarkE

COUNTRY/LANGUAGE: USA/ENGLISH
FAMILY: MARK E, CLASSIC
FLOOR LENGTH: 10' FLOOR LENGTH
SIDE HEIGHT: 30" SIDE HEIGHT



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CUSTOMER QUOTE

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BODY MATERIAL(SIDES/HEADSHEET): 7GA 201SS SIDES/HEADSHEET
SIDE BRACES: (1) 10GA 201SS WELD ON SIDE BRACE
TOP RAIL/RUB RAIL MATERIAL: 7GA 201SS TOP & RUB RAILS
REAR BOLSTER HEIGHT: 8" BOLSTER, 2-1/8" POCKETS
REAR BOLSTER MATERIAL: 7GA 201SS REAR BOLSTERS
FRONT BOLSTER: FRONT BOLSTERS, 10GA
FLOOR MATERIAL: 1/4" AR400 FLOOR
HOIST TYPE: TRN MT HOIST, INT DH, SUBFRM, DA
CYLINDER MODEL: CS/G4, DBL ACT, 2YR SALT WTY*
HOIST MOUNT TYPE: STANDARD SUBFRAME
LONGSILLS: 5" I-BEAM LONGSILLS, FULL WELD
BODY HINGE MAINTENANCE: GREASEABLE PINS, NO BUSHINGS
TAILGATE STYLE: CONFIGURABLE STANDARD TAILGATE
TAILGATE SHEET MATERIAL: 7GA 201SS TAILGATE SHEET
TAILGATE BRACE: 2 HORIZONTAL TAILGATE BRACE
TAILGATE LIFT STYLE/LOCATION: FORMED LIFT LOOP, TOP BRACE
TAILGATE RELEASE & CONTROL: DOUBLE ACTING, SS BUSHING, TG RELEASE
TAILGATE HINGE: STD, 1-1/4" PIN, 1" PLT
TAILGATE CHAINS: ZINC TAILGATE CHAINS
BOLSTER CHAIN HOOKS: BANJO CHAIN HOOKS INSTALLED
LUBRICATION: GREASEABLE PINS, JAWS, & SHAFT
CABSHIELD STYLE/WIDTH/OVERHANG: WELD-ON, 22"x86", NO TARP SHROUD
CABSHIELD MATERIAL: 201SS, 10GA PANEL, 7GA ENDS
CABSHIELD LIGHTING: CS LIGHTS, 2 FORWARD, 1 EACH SIDE, 2 REAR
SIDE LADDER LOCATION: LADDER/GRBHND, DS FRNT, SL
SIDE LADDER TYPE: LADDER, PULLOUT 201SS, FIXED UPR
REAR BOLSTER MARKER LIGHTING: 2.5" RED REAR BLSTR LIGHT
REAR FACING REAR BOLSTER LIGHT: 3 OBROUND LIGHT
WALK RAILS: 2" DRVR & CURB WALK RAIL
VIBRATOR LOCATION: VIBRATOR PAD BETWEEN LONGSILLS
TGS INSTALLATION: FACTORY INSTALLED TGS
TGS INTEGRATION: TGS SPILL SHIELDS, SHIP LOOSE
TGS/ASPHALT LIP MOUNT HOLES: MOUNT HOLES IN BOLSTER
FINISH PREP: WASH & PRIME MILD PARTS ONLY
NOTE 1:: ADDITIONAL CUSTOM OPTION
CUSTOM OFFERING: 1/2 Inch SS HYDRAULIC LINES DS LONGSILL

TGS salt / sand spreader

TROUGH MATERIAL: 201SS
AUGER SIZE AND TYPE: 6" dia. auger, direct drive
MOUNTING BRACKETS: Standard Mount Kit 96" Width
AUGER SPEED SENSOR: Auger speed sensor
Option 1 Description: SLURRY TUBE INSTALLED ON TGS

Installation Workup



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CUSTOMER QUOTE

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Facility: **IDC-OH**

Chassis Delivery To Henderson: **Henderson Picks Up (100 miles or less)**

Completed Truck Delivery Method: **Henderson Delivers (100 miles or less)**

Chassis Make: **International**

Chassis Model Yr: **2025**

Chassis Model: **HV 607**

Vin Number: **TL297091**

Useable CA/CT: **102 INCH CA**

Front Frame Ext?: **Yes**

Frnt Frame Ext Type: **Full**

Front Frame Wall: **Single Wall**

Front Frame Width: **34"**

Pump Location: **Transmission Mount Pump**

Transmission Type: **Automatic**

Transmission Model: **Allison Transmission**

Hitch Type: **Low Profile or Manual Tilt Type Hitch**

Mount Type: **Engineered Truck Hitch (sales to order hitch w/ unit)**

Mount Spec: **(1)190670 HITCH,ASSY,INTERNATIONAL,HV607, NO FFE, DUAL STEER**

Front Bumper: **OEM Bumper Cut and Split**

Hitch Options 1: **(2)159694 BUMPER,FORMED,IADOT (ILO OEM CUT & SPLIT)**

Front Plow Type: **Standard Henderson Plow**

Plow Markers (Front Plow): **IDC Install of fact supplied markers, sales to order w/ unit**

Rubber Deflector Install: **Supplied/Installed @ Factory, sales to order w/ unit**

Plow Jack Install: **MFG Supl'd jack (loose), IDC instl'd, sales order with unit**

Dump Body Type: **Mark E Single Axle**

Floor Length: **(10') Floor length**

Hoist Type: **Tele Trun HoIst with Subframe, Internal Doghouse**

Cylinder Type: **Double Acting**

Body Material (Sides/ends): **Stainless Steel Type Body Material**

Tailgate Release Type: **IDC Supplied manual air over air valve**

Pressure Protection Valve: **Direct to air tank valve (Int, Mack & Volvo)**

Cabshield Install: **Supl'd by fact, welded to body @ IDC, sales to order w/ unit**

Step(s): **Supplied and install @ IDC (select from step options below)**

Step QTY: **1**

Step 1 Type: **SS Serrated 18" Step (For Flat Surface)**

Step 1 Location: **Driver Side Front, inside**

Grab Handle(s): **(1) Factory supl'd, install @ IDC (Sales to order with unit)**

Ladder(s): **Supplied by factory, Install @ IDC (sales to order w/ unit)**

Ladder Install QTY (Dump): **(1) LADDER INSTALLED @ IDC (LABOR ONLY)**

Ladder Install Style (Dump) 1: **3 Step Pull Out**

Ladder Install Loc 1 (Dump): **Driver Side Front**

Shovel Holder: **(1) IDC Supl'd Spring Loaded SS Shovel Holder w/ SS brckt**

Shovel Holder Loc (1): **Driver side body**

Vibrator: **Vibco - Dump Body Vibrator & bracket (order vib pad w unit)**

Sideboards: **Wood (Un-Painted), supplied/installed by IDC**



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Sideboard Spec: (2)164059 SIDEBOARD,HARDWOOD,2 X 12 X 10

Sideboard Notes:

Body Spec Notes:

Spreader Type: TGS

TGS Drive Type: Hydraulic Drive

TGS Spinner Configuration: Single Spinner Install

TGS Body Type: Standard straight gate body install

TGS mounting type: STD TGS brackets (supplied with unit)

Spreader Options 1: (2)HTE156.201 BRACKET,HYD,QD,2 HOLE,COUPLERS

Prewet/Liquid System: Frame Mount Prewet System

Configuration: IDC Supplied (sales to quote from vendor)

Vendor Supplied Kit: CERTIFIED POWER (INCLUDED IN THE HYDRAULICS PACKAGE)

Install Location: Cradle Mount (verify fit or CA/CT if Req'd)

Drive Configuration: Hydraulic Drive, Vendor Supplied (sales to quote w/ hyd)

Controls: Supplied by IDC (sales to order w/ hyd cntrls)

Flush Kit: Supplied by factory, Installed @ IDC (sales to order w/unit)

Liquid Options 1: (1)85622 PACK,PWS,FLUSH KIT,1/2in.

Liquid Details:

- 240 Gallon Prewet Tank Behind Cab Cradle Mounted.

Chassis Accessories: Yes (SELECT RELATED OPTIONS BELOW)

Mudflaps (Rear): Swinging w/Logo

Mudflap Type (Rear): 36" Swinging, SS (with LOGO)

Fenders: Poly fenders, Full Pair, single axle, SS mount

Pintle Plate: Yes (select from options below)

Pintle Plate Configuration: 3/4" Plate, PH20 Holes, SA w/ SubFrm (3LTC)

Pintle Plate D-Rings: Qty (2) 1" D-rings, 50 deg bend

Trailer Plug (1): 7 Pin Trailer Plug, Round, Alum

Truck Wash: Complete Truck Wash/Clean/Vac 1

Warranty: Standard 1 Year Warranty

Inspection: Walk-around meeting only

Reflective Tape: Reflective Tape, Henderson Logo (60' Linear)

Chassis Install Options 1: (1)188373 PINTLE HOOK,20 TON

Electrical: Yes (SELECT RELATED OPTIONS BELOW)

Power Distribution Panel: Power Distribution Panel

Plow Lights: Plow Lts, LED, Heated, Tlite, Round, Pair

Plow Light Brackets: Plow Lt Brckts, SS, Mnt to Fact Hood Mnt Mirror, INTL, Pair

Worklight(s) QTY: (QTY 1) Work Light (Select type below)

Worklight (1) Type: LED, Worklight, 4in Round (Optilux)

Worklight (1) Gen Location: Rear Spinner

Cabshield Warning Light Qty: Qty 6 Lights (Order Holes with Unit)



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Cabshield Warning Lights: QTY 3 6" LED Ovl Strobe Green/Qty 3 LED Ovl Strobe
Amber

Cabshield Lighting Harness: Cabshield Warning Lights Only (qty 2-6)

Rear Dump Bolster (S/T/T): LED S/T/T, kit (OH) (order holes)

OEM Light Remount: Remount OEM Chassis Lights

Rear Dump Bolster (Back-up): B/U Lights, LED, Clear, Oval, pair (Order holes
with body)

Rear Dump Bolster Strobes: 6" LED Oval Strobes, 1 Amber, 1 Green (order holes
w/unit)

Back up alarm: Relocate chassis supplied b/u alarm (verify if incl w/ OEM)

Body up switch/light: Supplied with Hydraulics, IDC install

Brake controller: Brake Controller, Voyager Brake Controller

License Plate Lights: IDC Supplied License Plate Light Gray Housing

Backbone & Wire Standoffs: 10' Backbone (For SA)

Electrical Spec Notes:

Hydraulics: Full Hydraulic Package

Hyd Supplier: Certified (Select Pkg Below)

Hyd Supplier (Spec): CERTIFIED QUOTE# 18370496

Controls Type: Electric Controls

PTO Type: Included in Hydraulics Package

Reservoir Type: Supplied With Hydraulics

Valve Enclosure Type: Supplied With Hydraulics

Low Oil Indicator: Yes, included in Hyd Pkg

Return Filter: Provided with Hydraulics

SS Tubing Upgrade: SA, F&R lines, 6' Frnt, 9' Rr

Quick Coupler Upgrade: Other (quote below)

Quick Coupler Upgrade (Spec): (1)177266.201 BRKT, PUMP, 3000A, 267XMFJW-M5RJ

Hydraulics Notes:

SS QUICK CUPLERS INCLUDED IN QUOTE

SS VALVE ENCLOSURE/OIL TANK COMBO

HIGH PRESSURE FILTER SYSTEM

ELECTRIC JOYSTICK CONTROLS WITH HARMREST CONSOLE WITH TOUCHGUARD SWITCH

PACK AND FREEDOM 2.2 SPREADER CONTROLLER

FULL LOADSENSE PLOW BALANCE

CONSTANT MESH PTO

CLOSED LOOP PREWET VALVE AND PUMP BOX

240 GALLON TANK BEHIND CAB

Disclaimer: Paint not guaranteed to match OEM chassis color

IDC Paint Location: IDC-OH

Undercoat: Undercoat (Body Underside & Chassis)

Paint Code & Color (from color charts): MEDALLION RS-701 RUBBERIZED UNDERCOAT



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Chassis Info

CHASSIS STATUS: **Customer Supplied**

CHASSIS DETAILS:

Original package price: \$142,167.00
Total package w/applicable NPPGov discount: \$128,913.00
Freight: \$1,344.00
Package(s): 1
Total: **\$130,257.00**

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

Signed: _____ Date: _____

Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All Terms and Conditions Apply. Terms of Sale Document available at:
http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH THE MANNIK & SMITH GROUP, INC., FOR THE LOR-US6-15.87 PEDESTRIAN IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake desires to retain the personal services of the Mannik & Smith Group, Inc., for design services associated with the LOR-US6-15.87 Pedestrian Improvement Project.

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 execute a personal services agreement (Exhibit A) with the Mannik & Smith Group, Inc., of Shaker Heights, Ohio, to design pedestrian safety improvements that will include sidewalks, ADA-compliant curb ramps, and pedestrian crossings from SR 83 to the western corporation limit of Sheffield Lake along Lake Road.

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 improve accessibility along Lake Road and provide pedestrian safety improvements, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.


PASSED: 5/28/2024


President of Council

POSTED: 5/31/2024

APPROVED: 5/30/2024

ATTEST: 
Clerk of Council


Mayor

ORDINANCE NO. 22-174

INTRODUCED BY: Mrs. Fenderbosch

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH THE MANNIK & SMITH GROUP, INC. FOR THE LOR-US6-18.52 PEDESTRIAN IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake desires to retain the personal services of the Mannik & Smith Group, Inc. for design services associated with the LOR-US6-18.52 Pedestrian Improvement Project.

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 negotiate an agreement with the Mannik & Smith Group, Inc. of Shaker Heights, Ohio to design pedestrian safety improvements that will include sidewalks, ADA-compliant curb ramps, and pedestrian crossings from S.R. 83 to the eastern corporation limit of Bay Village along Lake Road.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to improve accessibility along Lake Road and provide pedestrian safety improvements, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

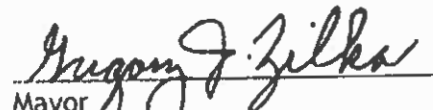
PASSED: 11/14/2022


President of Council

POSTED: 11/18/2022

APPROVED: 11/15/2022

ATTEST: 
Clerk of Council


Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MODIFICATION TO THE PERSONAL SERVICES AGREEMENT WITH THE MANNIK & SMITH GROUP, INC. FOR THE LOR-US6-18.52 PEDESTRIAN IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, Council authorized the Mayor to negotiate a personal services agreement with the Mannik & Smith Group, Inc. for design services associated with the LOR-US6-18.52 Pedestrian Improvement Project by Ordinance No. 22-174; and

WHEREAS, ODOT and the Mannik & Smith Group have determined that the right of way impacts required in the project have increased from 25 to approximately 60 impacts; and

WHEREAS, design services for 35 additional right of way impacts are necessary for the project to continue, and a modification to the negotiated agreement is required.

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 execute a modification to the agreement (Exhibit A) with the Mannik & Smith Group, Inc. of Shaker Heights, Ohio to design pedestrian safety improvements that will include sidewalks, ADA-compliant curb ramps, and pedestrian crossings from S.R. 83 to the eastern corporation limit of Bay Village for the additional sum of \$116,425.00.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to improve accessibility along Lake Road and provide pedestrian safety improvements, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: 7/10/2023

Mark E. Donnell
President of Council

POSTED: 7/14/2023

APPROVED: 7/11/2023

ATTEST: Valerie E. Rosmann
Clerk of Council

Gregory J. Zilka
Mayor

CHAPTER 1484

Short-Term Rental Property

- 1484.01 Purpose.
- 1484.02 Short-Term Rental Registration Certificate.
- 1484.03 Limitations on Short-Term Rental Properties.
- 1484.04 Fees.
- 1484.05 Owner Responsibilities.
- 1484.06 Inspections.
- 1484.07 Nuisance.
- 1484.08 Change of Ownership or Control.
- 1484.09 Hosting Platforms.
- 1484.10 Hearing and Appeals.
- 1484.11 Severability.
- 1484.12 Enforcement.
- 1484.13 Notice of Violations.
- 1484.98 Definitions.
- 1484.99 Penalty; legal action.

1484.01 PURPOSE.

The purpose and intent of this Chapter is to regulate the peace, health, safety, and wellness of the public, including the Owners, Transient Guests, and neighboring property owners or occupants of any Short-Term Rental Property; to ensure the continued vibrancy, character, and charm of the City of Avon Lake as a community; to protect and preserve the quality, character, and tranquility of residential neighborhoods; to protect property values, and to preserve the availability of affordable housing stock for permanent residents of the City of Avon Lake.

1484.02 SHORT-TERM RENTAL REGISTRATION CERTIFICATE.

(a) Required. Effective _____, 2025, the City created a Short-Term Rental Property Registration System for the City of Avon Lake that requires an Owner of Short-Term Rental Property to register with the City on an annual basis each and every individual Short-Term Rental Property in the City.

(1) Beginning on the effective date of this Ordinance, every Short-Term Rental Property must be issued a Short-Term Rental Registration Certificate before being used, advertised, promoted, offered, listed with a Hosting Platform, or otherwise made available for use as Short-Term Rental Property. It shall be *prima facie* evidence of use as a Short-Term Rental Property if a Transient Guest is found to be occupying a Residential Premises or the Residential Premises is advertised on a Hosting Platform.

(2) All Short-Term Rental Property must be in full compliance at all times with all applicable provisions of the Codified Ordinances of the City of Avon Lake.

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(b) Each Short-Term Rental Property must display the Short-Term Rental Registration Certificate at a conspicuous place ~~visible~~ inside the property.

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(1) No Owner of a Short-Term Rental Property shall allow a Short-Term Rental Property to be used, advertised, promoted, offered, listed or made available for use to Transient Guests if the Short-Term Rental Registration Certificate has been suspended, revoked, or denied, nor shall an Owner display a Short-Term Rental Registration Certificate that has expired or been suspended, revoked, denied, altered, or defaced.

(2) No person shall make a Short-Term Rental Property available for use by Transient Guests if such Short-Term Rental Property is in violation of any applicable provision of the City of Avon Lake's health code, building code, zoning regulations, or any covenant, condition, or restriction enacted in accordance with Chapter 5312 of the Ohio Revised Code, if applicable.

(c) Issuance.

(1) The Application for a Short-Term Rental Registration Certificate required by this Chapter shall be made by an Owner by supplying the information required on the Application supplied by the Department and agreeing to comply with all requirements of this Chapter. Applications may be submitted at any time, subject to the limitations and restrictions set forth in **1484.03**.

(2) A Short-Term Rental Registration Certificate shall not be issued to an Owner unless the Owner or an Authorized Representative can arrive at and access the Short-Term Rental Property within one (1) hour whenever such property is being used by a Transient Guest.

(3) Upon submission of the Application (or renewal Application), the Department shall schedule a Life Safety Inspection, in accordance with Section **1484.06** of these Codified Ordinances, of the Residential Premises prior to issuing or renewing a Short-Term Rental Registration Certificate.

(4) No Short-Term Rental Registration Certificate shall be issued or renewed until the Department completes a Life Safety Inspection of the Residential Premises and determines that the Residential Premises complies with all applicable health, building, and safety codes and the requirements of this Chapter.

(5) After the Life Safety Inspection is completed and the Residential Premises is found to be in full compliance with all applicable building, health, and safety codes, the Department shall issue or renew a Short-Term Rental Registration Certificate for such Residential Premises which shall contain the following information:

A. the name, email address, and telephone number of the Owner or Authorized Representative responsible for maintenance of the Short-Term Rental Property and ensuring compliance with this Chapter;

B. the address of the Short-Term Rental Property;

C. the expiration date of the Short-Term Rental Registration Certificate; and

D. the maximum occupancy of the Short-Term Rental Property, which shall be limited to two (2) persons per Residential Premises plus two (2) persons per bedroom.

(6) Upon obtaining a Short-Term Rental Registration Certificate, the Owner shall comply with the provisions of this Chapter.

(d) Revocation or Lapse. The Department shall revoke a Short-Term Rental Registration Certificate for any of the following:

- (1) the Owner provides any material misrepresentation of fact on the Application;
- (2) the Short-Term Rental Registration Certificate is not timely renewed;
- (3) noncompliance with the requirements of this Chapter;
- (4) failure to correct any deficiency identified in the Inspection Report within thirty (30) days of the date the Inspection Report is issued;
- (5) failure to collect and remit taxes required by **Chapter 886** of the Codified Ordinances;
- (6) upon a determination by a Court of competent jurisdiction that the Short-Term Rental Property has become a nuisance ~~as further defined in pursuant to Section Chapter 662 1484.07~~ of the Codified Ordinances or other controlling Ohio law.

(e) Notwithstanding any contrary provision of this Chapter, any Short-Term Rental Occupancy Certificate that expires, is revoked, or becomes invalid for any reason is not assignable nor renewable and shall require a new Application for use as a Short-Term Rental Property for all purposes under this Chapter.

(f) Limitations on Assignment. Except as otherwise provided in Section **1484.08**, a Short-Term Rental Registration Certificate may not be sold, transferred, or assigned to any property other than the Short-Term Rental Property for which it was issued.

(g) Term. A Short-Term Rental Registration Certificate issued pursuant to this chapter shall be valid for twelve (12) months from the date the Short-Term Rental Registration Certificate is issued or until revoked in accordance with **1484.02(d)** of the Codified Ordinance.

1484.03 LIMITATIONS ON SHORT-TERM RENTAL PROPERTIES.

(a) Beginning on the effective date of this Ordinance, there shall be no more than one (1) Short-Term Rental Property per 1000 ~~linear~~ feet or 6 parcels, whichever is greater.

(b) Subject to limitations found elsewhere in this Chapter, Renewal Applications shall continue to be accepted and Short-Term Rental Registration Certificates issued in accordance with Section **1484.02** provided that the Application for a Renewal Short-Term Rental Certificate is submitted to the Department before the expiration of the existing Short-Term Rental Registration Certificate.

(c) No Short-Term Rental Property which had a Short-Term Rental Registration Certificate revoked under Sections **1484.02(d)(3)-(6)** shall be eligible for issuance of a Short-Term Rental Registration Certificate for a period of two (2) years from the date of revocation unless a change

Commented [GE3]: You have to continue allowing any STR operating as of the date of this ordinance to continue operating until such time as the STR authority is abandoned, revoked, or fails to renew.

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in ownership or control of the Residential Premises has occurred, as determined by the Department in its reasonable discretion.

1484.04 FEES.

All fees set forth in this Chapter shall be approved and adopted by City Council in accordance with the City's Charter and the Codified Ordinances. The effective date of any changes to such fees shall be in accordance with **Chapter II, Section 9 of the Charter** unless a different date is set forth in the adopting Ordinance or as established by the Ohio Revised Code.

Commented [GE5]: This change would eliminate any argument based upon home rule authority.

1484.05 OWNER RESPONSIBILITIES.

(a) In addition to general requirements that all Short-Term Rental Property be in full compliance with all applicable laws, statutes, regulations, and ordinances, the following additional responsibilities are applicable to an Owner of Short-Term Rental Property:

(1) The Owner of every Short-Term Rental Property shall be responsible for the maintenance thereof in good repair and in a safe and sanitary condition in compliance with the applicable requirements of **Part Fourteen** of the Codified Ordinances and the requirements established by the City administratively.

(2) The Owner shall prepare and maintain a parking plan to designate off-street parking for the use of all vehicles associated with the Short-Term Rental Property in accordance with **Chapter 1234** of the Codified Ordinances.

(3) The Owner or Authorized Representative shall be required to be physically present in person at the Short-Term Rental Property within sixty (60) minutes of any notification by a member of law enforcement, the fire department, or emergency assistance of any kind relating to a Call for Service to the Short-Term Rental Property.

(4) The Owner shall provide proof of procurement and maintenance of general liability and premises liability insurance for the Short-Term Rental Property as may be periodically requested by the Department, which insurance(s) shall meet all of the following requirements:

A. Provide coverage of not less than Five Hundred Thousand One Million Dollars (\$1,000,000) and issued in accordance with Chapter 3902 of the Ohio Revised Code.

B. Provide notice of cancellation of insurance to the Department at least ten (10) days prior to cancellation.

(5) Failure to maintain insurance required by this section shall result in a revocation of the Short-Term Rental Registration Certificate.

(b) Records.

(1) The Owner or Authorized Representative shall maintain a registry of Transient Guests for a period of at least three (3) years from the date such Transient Guests occupied the Short-Term Rental Property which shall include the following:

A. The name and address of the persons who entered into the rental agreement for use of the Short-Term Rental Property;

B. The date(s) each such Transient Guest had use or occupancy of the Short-Term Rental Property;

C. The number of persons scheduled to stay for the night of the Rental Period; and

D. The rate charged per each rental period.

(2) The Owner or Authorized Representative shall provide the records required by this section upon request by a member of law enforcement, the Department, or in accordance with any lawful order issued by a Court or tribunal having jurisdiction thereof.

(3) The Owner or Authorized Representative shall be deemed to comply with this provision if such records are kept and maintained by a Hosting Platform which is identified and disclosed to the City on the initial Application or any renewal Application.

(c) No Owner shall lease a Short-Term Rental Property to a Transient Guest if the Transient Guest's use of the Short-Term Rental Property would violate Section 2950.034 of the Ohio Revised Code.

1484.06 INSPECTIONS.

(a) License Issuance and Renewal Inspections:

(1) Prior to issuing or renewing a Short-Term Rental Registration Certificate, or in the event of the transfer and assignment of a valid a Short-Term Rental Registration Certificate, the Department shall conduct a Life Safety Inspection of the Residential Premises within fourteen (14) days from the date the Application is received by the City (or in the event a waiting list is maintained by the Department pursuant to Section 1484.03(b), within fourteen (14) days of when the Owner is notified by the Department that the new Application is being considered), which Life Safety Inspection shall consist of the following:

~~A. Inspection of all electrical receptacles;~~

B. Check for and test smoke detectors and carbon monoxide detectors;

~~C. Check for improper wiring;~~

~~D. Check electrical panel;~~

~~E. Check all light fixtures at all stairways and exterior doors;~~

~~F. Check furnace and water heaters;~~

~~G. Check for leaking water, gas, and waste lines including working toilets and showers;~~

H. Check for removal of and receptacles for all refuse, garbage and debris;

~~I. Check for building code compliance, including necessary handrails;~~

J. Check for presence of accessible dry chemical fire extinguishers of a minimum 5-lb. ABC class;

K. Determine maximum occupancy for overnight Transient Guests which shall be limited to:

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1. Two (2) persons per Residential Premises plus;

2. Two (2) persons per bedroom.

3. All areas of a Residential Premises designated as bedroom space shall be used predominantly for sleeping, have a minimum of one or more beds of a size and number equal to the expected occupants, and two (2) separate means of accessible ingress and egress in accordance with the Residential Code of Ohio.

3.

1. Map of home with evacuation routes

(2) Within fourteen (14) days of completing a Life Safety Inspection, an Inspection Report shall be issued to the Owner of the Short-Term Rental Property.

(3) The Department shall maintain a copy of the Life Safety Inspection Report for each Short-Term Rental Property for a period of three (3) years. Copies of all reports of Life Safety Inspections shall be made available to the public in accordance with §149.43 of the Ohio Revised Code.

(b) Violations enumerated in the Inspection Report shall be abated by the Owner of the Short-Term Rental Property within thirty (30) days from the date of the Inspection Report. A reinspection shall be required to verify that the violations have been corrected. The Owner of the Short-Term Rental Property shall contact the Department to schedule the required reinspection, which shall occur within forty-five (45) days from the date the Inspection Report is issued. A reinspection fee set in accordance with Section **1484.04** shall be paid at the time a reinspection is scheduled.

(c) Failure to correct any violations contained within the Inspection Report within thirty (30) days from the date of the Inspection Report shall constitute a violation of this chapter and may result in the revocation of a Short-Term Rental Registration Certificate and/or penalties or other legal action in accordance with Section **1484.99**.

(d) Failure to permit a reinspection of the Short-Term Rental Property within forty-five (45) days of the date of the Inspection Report shall constitute a violation of this chapter and may result in the revocation of the Short-Term Rental Registration Certificate and/or penalties or other legal action in accordance with Section **1484.99**.

(e) Upon display of the proper credentials, any member of the Department, law enforcement, fire department, emergency assistance, or public health official shall be permitted to inspect the Short-Term Rental Property to ensure compliance with this Chapter.

(1) In the event access to Short-Term Rental Property is refused, an officer or employee of the entity requesting to inspect the Short-Term Rental Property may, with the assistance of the Law Director, obtain an administrative warrant from a court of competent jurisdiction in order to gain access to the property.

(2) In the event an administrative warrant cannot be obtained, then the inspection shall include only those items which can be inspected by lawful means. This chapter shall not be construed to require an Owner, Authorized Representative, or occupant to consent to a warrantless inspection of private property.

(3) A repeated failure to permit inspection may be cause for revocation of the Short-Term Rental Registration Certificate.

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1484.07 NUISANCE~~OMITTED.~~

~~The operation of Short Term Rental Property may be found to constitute a public nuisance upon a determination by the Department or a court of competent jurisdiction that any of the following apply:~~

~~(a) The Short Term Rental Property has been the site of a repeated criminal activity involving prostitution, felony drug possession, gang activity, or acts of violence as such terms are defined in Chapter 29 of the Ohio Revised Code.~~

~~(a) The Short Term Rental Property is a nuisance as that is defined under Section 3767.01 of the Ohio Revised Code.~~

~~(a) The Short Term Rental Property has had in excess of three (3) Calls for Service within any consecutive twelve (12) month period. Calls for service may be subjective. Entice neighbors to make unwarranted calls.~~

~~(b) The Short Term Rental Property has a documented history of repeated conduct that endangers public safety.~~

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1484.08 CHANGE OF OWNERSHIP OR CONTROL.

(a) Any person selling or otherwise relinquishing ownership or control of a Short-Term Rental Property, including an Authorized Representative or Owner, shall notify the Department of the proposed effective date of the change in ownership or control.

(b) In order to transfer and assign a valid Short-Term Rental Registration Certificate, the Owner and holder of the Short-Term Rental Registration Certificate shall notify the Department of the change in ownership and control. The notice required by this section shall be in writing and shall include the following:

(1) the name, address, email address, and telephone number of the new Authorized Representative or Owner;

(2) the name, address, email address and telephone number of the previous Authorized Representative or Owner;

(3) the person or entity maintaining the records required to be maintained by Section 1484.05(e).

(4) the effective date of such change in ownership or control.

(c) Within fourteen (14) days of acquiring the Short-Term Rental Property (as evidenced by the new Owner receiving recorded legal title to same), the new Owner shall complete an Application for purposes of the new Owner acknowledging the rights, duties and obligations of an Owner under this Chapter, including permitting the Department to conduct a Life Safety Inspection in accordance with **Section 1484.06** of this Chapter. The new Owner shall be required to pay a reinspection fee in accordance with the Codified Ordinances of the City.

(d) A failure to notify the Department in accordance with this Section within fourteen (14) calendar days of any change of ownership or control (as evidenced by the new Owner receiving recorded legal title to same) will result in a violation of this Chapter and a revocation of the Short-

Term Rental Registration Certificate and/or penalties or other legal action in accordance with Section **1484.99**.

1484.09 HOSTING PLATFORMS.

(a) Listing, Advertising, or Promoting. No Hosting Platform shall list, advertise, promote, or accept reservations for any Short-Term Rental Property within the City of Avon Lake that does not have a Short-Term Rental Registration Certificate. Upon notification by the Department that the Short-Term Rental Registration Certificate has expired or been revoked, the Hosting Platform shall remove or deactivate that Short-Term Rental Property from all listings, advertisements, or promotions of any kind within three (3) business days.

(b) Records Required. To the extent the Hosting Platforms collects the information required to be kept and maintained by an Owner or Authorized Representative in accordance pursuant to Section **1484.05(b)** of this Chapter, it shall maintain such information for a period of three (3) years for all Short-Term Rental Properties that are leased to Transient Guests through such Hosting Platform, and shall provide such records upon request in accordance with Section **1484.05(b)**.

(c) Taxation. All Hosting Platforms are subject to taxation in accordance with **Chapter 886** of the Codified Ordinances.

1484.10 HEARING AND APPEALS.

Subject to Section **1484.03**, any person who has been denied, or refused a Short-Term Rental Registration Certificate, or whose Short-Term Rental Registration Certificate has been revoked pursuant to Section **1484.02(d)** may appeal such decision to the Board of Building and Zoning Appeals as provided in Section **1214.11** of the Codified Ordinances.

1484.11 SEVERABILITY.

The provisions of these regulations shall be severable and should any section or provision of these regulations be declared by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

1484.12 ENFORCEMENT.

No person shall violate any provision of this chapter or any rule or regulation promulgated thereunder or fail to comply therewith or with any written notice or written order issued thereunder by the Department.

1484.13 NOTICE OF VIOLATIONS

(a) Upon discovery of a violation of this Chapter, the Department shall issue a written notice of the violation to the Owner.

(b) The notice required in this Section shall be delivered by one or more of the following methods:

(1) certified mail delivery (return receipt requested), which shall be deemed effective as of the date of receipt identified on the return receipt or as noted by the U.S. Postal Service;

(2) courier service, which shall be deemed effective as of the date of receipt as identified by the courier service;

(3) hand or personal delivery, which shall be effective when delivered to an adult at the Owner's address;

(4) facsimile delivery, which shall be is effective when the facsimile transmission has been transmitted to the facsimile number provided for that purpose and the Department has received confirmation of the facsimile transmission;

(5) electronic mail delivery is effective when the electronic mail has been sent to the Owner's electronic mail address without notice of rejection of message.

(c) It is not a defense to any subsequent enforcement action that the notice provided by the Department was not actually delivered to the Owner provided that one of the methods of delivery set forth in Section **1484.13(b)** was attempted in good faith by the Department but was not accomplished through no fault of the Department.

1484.98 DEFINITIONS.

As used in this chapter:

(a) "Application" means the submission of all information required by this Chapter, and payment of the required fees, for registering a Residential Premises as new Short-Term Rental Property or to obtain a Renewal Short-Term Rental Certificate. For avoidance of doubt, a new Short-Term Rental Property shall be considered a Short-Term Rental Property for which the Owner of has failed to maintain a valid or renewable Short-Term Rental Registration Certificate.

(b) "Authorized Representative" means any individual, person, firm, partnership, corporation or company, other than an Owner, acting on behalf of an Owner of a Short-Term Rental Property responsible for ensuring compliance with all provisions of this Chapter and registered as the Owner's Authorized Representative with the Department.

(1) For purposes of this Chapter, actions taken by an Authorized Representative acting on behalf of the Owner shall have the same legal force and effect as if such acts were taken by the Owner.

(2) No Owner shall be absolved of individual liability solely on the basis that acts were taken by an Authorized Representative and not the Owner.

~~(c) "Calls for Service" means any and all calls, including, but not limited to, those to law enforcement, fire department, or emergency assistance of any kind when those calls result in a representative of a law enforcement agency, a fire department, or another emergency assistance service being dispatched or directed to the Residential Premises and;~~

~~(1) allege criminal activity, including, but not limited to, disturbance of the peace that results in an arrest, charge or citation of persons occupying or on the premises of a Short-Term Rental Property; or~~

~~(2)~~ result in a finding of an imminent threat to safety of person(s) or property as a result of activities occurring on a Short-Term Rental Property.

~~(d)~~(c) “Department” shall mean and refer to the Building and Zoning Department of the City of Avon Lake.

~~(e)~~(d) “Hosting Platform” means any person or entity in any form, format, or media that, in exchange for a fee, assists, facilitates, or provides a means through which an Owner may offer Residential Premises as Short-Term Rental Property and through which a Transient Guest can arrange use of a Short-Term Rental Property, whether the payment for the use of the Short-Term Rental Property is directly to the Owner or to the Hosting Platform.

~~(f)~~(e) “Inspection Report” means the report issued by the Department containing the results of the Life Safety Inspection.

~~(g)~~(f) “Life Safety Inspection” means that inspection performed by the Department prior to issuing or renewing a Short-Term Rental Registration Certificate.

~~(h)~~(g) “Owner” means an individual, corporation, firm, partnership, association, organization, or any other person or entity (jointly or in combination) who has legal title to a Residential Premises. For purpose of this Chapter, an Owner includes anyone possessing a fee simple interest, vendee interest in a land contract, an estate for life or for years, in the Residential Premises including through a trust instrument or other conveyance of real property, or otherwise entitled to have legal or equitable title to real property registered in accordance with Sections 5309.05 or 5309.42 of the Ohio Revised Code.

~~(i)~~(h) “Renewal Short-Term Rental Certificate” means the Short-Term Rental Registration Certificate issued to a Residential Premises that was previously identified as a Short-Term Rental Property if the Application is approved prior to the date of expiration identified on the Short-Term Rental Registration Certificate.

~~(j)~~(i) “Residential Premises” means any building; or the part of a building consisting of a self-contained, residential living space that is used or intended to be used by one (1) or more persons for overnight accommodations, including any adjacent or attached structures, grounds, areas, and facilities for the use of such persons. For purposes of this Chapter, a Residential Premises shall include at least one room containing a toilet, shower/tub, and sink, a separate area for preparing and consuming food for the use of the persons using that specific residential living space, and at least one (1) means of ingress and egress outside of the building or (in the case of a multi-family dwelling) into the common area of that building containing the residential living space. For purposes of this Chapter, any residential premises capable of being rented out as separate living spaces to unrelated persons shall each constitute a separate Residential Premises and may not be combined under a single Certificate.

~~(k)~~(j) “Transient Guest” means each person who, in exchange for money or other financial compensation, leases, rents, or otherwise occupies Residential Premises for fewer than thirty (30) consecutive days.

~~(k)~~ (l) “Short-Term Rental Registration Certificate” means the certificate issued with respect to a Short-Term Rental Property evidencing compliance with the requirements of this Chapter.

~~(m)~~ (l) “Short-Term Rental Property” means any Residential Premises being utilized or otherwise made available to a Transient Guest within the City, if such Residential Premises is used by or made available to a Transient Guest for a period in excess of a combined period of thirty (30) days in any calendar year. “Short-Term Rental Property” does not include any Residential Premises which is the primary residence of the Owner if such Residential Premises is not occupied or made available to a Transient Guest in excess of a combined period of thirty (30) days in a calendar year. For purposes of this section, “made available” means each date the Short-Term Rental Property is listed or advertised on a Hosting Platform as being available for use or rent by Transient Guests.

1484.99 PENALTY; LEGAL ACTION.

(a) Except as otherwise expressly provided for elsewhere under the Codified Ordinances or the Ohio Revised Code, whoever violates any provision of this chapter or any rule or regulation promulgated thereunder or fails to comply therewith or with any written notice or written order issued thereunder shall be guilty of a first degree misdemeanor and subject to a fine of not less than five hundred dollars (\$500.00) or a maximum imprisonment term of six (6) months or both. Each day that such violation exists shall constitute a separate and distinct offense. Multiple violations can occur during a single guest stay and may be noticed and heard in a single action.

(b) The imposition of any penalty as provided for in this chapter shall not preclude the City from instituting an appropriate action or proceeding in a court of proper jurisdiction to prevent an unlawful use of property, require repair or maintenance, restrain, correct or abate a violation, prevent the occupancy of a Residential Premises, declare a property a nuisance in accordance with Chapter 662 of the Codified Ordinances, revoke a Short-Term Rental Registration Certificate, or to require compliance with the provisions of this chapter or other applicable laws, ordinances, rules or regulations.

Avon Lake Council Policies & Procedures

PURPOSE AND SCOPE

This manual highlights policies and procedures governing Avon Lake Council Meetings, Special Council Meetings, Collective Committee Meetings, Standing Committee Meetings, Work Sessions, Executive Sessions, and Joint Committee Meetings. It is in accordance with Codified Ordinance Chapter 220: Council, ensuring transparency, public engagement, and orderly governance. The manual does not replace Chapter 220 but serves as a summary of its key provisions.

Members of Council are entrusted public servants, committed to serving the Avon Lake community with integrity, transparency, and dedication to the public good. In all meetings, members of Council uphold respectful conduct, professionalism, and open communication, ensuring that everyone feels heard and valued.

COUNCIL MEETINGS

Meetings are held in the Council Chamber at City Hall, presided by the Council President, and open to the public (except Executive Sessions). Agendas are supplied to members of Council, the Administration, and the City's website at least 72 hours in advance and include copies of proposed new legislation and communications referred to on the agenda.

Meetings are broadcast live on the City's website and cable access channels: Spectrum, Breezeline, and Breezeline Stream. Recorded videos and meeting minutes are posted on the City's website (except Executive Sessions).

In addition to members of Council, the Mayor, Law Director, Public Works Director, Finance Director, and Clerk of Council also sit at the dais and attend all meetings of Council, unless excused. Their attendance is recorded in the roll call, and they are entitled to speak on matters affecting their respective departments.

1. Regular Council Meetings

- Start at 7:00 p.m.
- Held on the 2nd and 4th Mondays of each month, except July (2nd Monday), August (4th Monday), December (2nd and 3rd Mondays), and holidays (rescheduled within seven days by a majority vote of members of Council).
- Address City business, such as motions and proposed legislation.

2. Special Council Meetings

- Scheduled when requested by the Council President, at least three members of Council, or the Mayor to address urgent matters.
- Address a specific time-sensitive topic.

3. Collective Committee Meetings (CCM)

- Start at 7:00 p.m.
- Held on the 1st and 3rd Mondays of each month, or sometimes immediately preceding a Council Meeting (when either may have been rescheduled).
- Address Standing Committee items for consideration of Council action.

4. Standing Committee Meetings

- Start at 5:30 p.m. or 6:00 p.m.
- Held in the Council Chamber, presided by the Committee Chairperson, and open to the public.
- Comprised of three members of Council and have uniquely defined responsibilities and oversight areas.
- Agendas are supplied to members of Council, the Administration, and the City's website at least 24 hours in advance.

5. Work Sessions

- Precede Collective Committee Meetings.
- Scheduled when detailed information is requested by Council or Administration.
- Address specific topics of interest or importance in greater detail.

6. Executive Sessions

- May occur before, during, or after any meeting, including Standing Committees.
- May be requested by any member of Council or the Mayor.
- Require a majority roll call vote in any meeting.
- Attendance is limited to members of Council and individuals invited by Council.
- Discussions are confidential, unless Council consents to any disclosures.

QUORUM

- To transact matters of business at any meeting, a quorum must be present.
- A majority of the members of Council (or a committee) constitutes a quorum.
- A roll call determines the presence of a quorum.
- Without a quorum, no member is required to remain longer than 30 minutes after the scheduled start time of a meeting.

POWERS AND DUTIES

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

STANDING COMMITTEES

1. Building and Utilities Committee

Oversees matters related to the City's water, sewer, electrical, and gas infrastructure, including maintenance, improvements, and assessments. It also reviews the Building Department's goals, public transportation, railroad crossings, shoreline protection, and utility contracts, including those related to renewable energy and street lighting. The committee works in coordination with the Chief Building Official, the Chief Utilities Director of Avon Lake Regional Water, and representatives of other utilities to study issues and report recommendations to Council.

2. Communications, Environmental, and Recreational Programming Committee (CERP)

Investigates and recommends to Council matters related to environmental protection, protecting the Lake Erie shoreline, the Communications and Technology Department, and the City's cable access channels and studio, including digital communications, marketing, and outreach. It also reviews recreational programming and departmental goals, proposes arts and humanities initiatives, supports green and alternative energy efforts, and oversees Citywide information technology, including network security and systems used in the Council Chamber. The Committee works in coordination with the Community and Technology Director and the Recreation Director to study issues and report recommendations to Council.

3. Economic Development Committee

Studies, investigates, and recommends to Council economic development matters involving the Community Development Department, with a focus on retaining existing businesses and attracting new ones to Avon Lake. It also collaborates with the Community Development Director and members of the Community Improvement Corporation (CIC) to study topics and to report recommendations to Council.

4. Finance Committee

Reviews and reports to Council on all financial matters, including appropriations, taxation, indebtedness, employee pensions and health insurance, municipal insurance, cyber insurance, and other issues involving the office of the Finance Director. It also oversees the ongoing review of the City budget, annual appropriations, bond issues, levies, audits, and possible legal issues affecting the City. Additionally, it evaluates the goals and objectives of the Finance Department. The Committee works with the Finance Director to study topics and report recommendations to Council.

5. Human Resources Committee

Reviews and recommends to Council matters related to hiring, promotions, job descriptions, wage and salary negotiations, compensation benefits, and employee programs. It also oversees the goals and objectives of the Human Resources Department and Citywide personnel policies under Chapter 258. The Committee works with the Human Resources Director and the Civil Service Commission to study topics and report recommendations to Council.

6. Public Safety and Health Committee

Investigates and reviews all matters related to the Police and Fire Departments, including inspections, traffic and pedestrian safety, nuisances, and departmental goals. It oversees emergency preparedness, school and bike safety, health-related issues in collaboration with the County Board of Health, and all emergency vehicles, communications matters, response apparatus, and special task forces. Homeland Security and efforts to improve community safety are also part of its assignment. The Committee collaborates with the Mayor, Police Chief, Fire Chief, and the Lorain County Health Department Director to study topics and report recommendations to Council.

7. Public Service Committee

Reviews and reports to Council on all matters related to City-owned or proposed facilities, infrastructure, lands, urban forest, and other vegetation. Its responsibilities include planning and land use, such as zoning, parks, property maintenance, and shoreline management, as well as right-of-way infrastructure, including streets, bridges, sidewalks, and bike paths. The Committee also oversees public services such as waste collection, recycling, yard waste, leaf and branch pickup, humus and wood chip processing, equipment acquisition, and park maintenance. In addition, it monitors the goals of key departments, enforces property codes, and supports arts and humanities initiatives as they relate to City facilities. The Committee collaborates with the Public Works Director, Community Development Director, and Recreation Director to study issues and report recommendations to Council.

JOINT COMMITTEE MEETINGS

Joint Committee Meetings are held when two Standing Committees need to review a topic together. They are open to the public and are presided by one of the committee chairpersons. Agendas are posted on the City's website at least 24 hours in advance.

AD HOC COMMITTEES

Ad Hoc Committees are temporary, established by the Council President, and address a specific issue, task, or project that falls outside the scope of existing Standing Committees. Its responsibilities typically begin with defining the purpose and scope of its work, which is usually narrow and time-bound. Members conduct research, gather relevant information, and consult stakeholders to better understand the issue at hand. Through discussion and analysis, the committee develops recommendations or solutions tailored to the specific concern and presents its findings to Council. After fulfilling its purpose, an ad hoc committee is dissolved.

BOARDS AND COMMISSIONS

Boards and Commissions serve as advisory bodies made up of subject matter experts, who provide recommendations to City Department Directors and members of Council. Each Board or Commission is aligned with a specific Department and reports to a corresponding Council Committee, ensuring that expertise and guidance directly support both administrative functions and legislative decision-making.

COUNCIL MEETING ORDER OF BUSINESS

Any changes to this order require a three-fourths vote of members of Council.

1. Pledge of Allegiance
2. Roll Call
3. Excusal of Absences
4. Approval of Minutes
5. Communications
6. Appointments and Proclamations
7. Public Input
8. Public Hearings
9. Reports - Mayor, Council President, Directors
10. Committee Reports
11. Motions

12. Unfinished Business (Third/Second Readings)
 13. New Business (First Readings)
 14. Miscellaneous Business
 15. Adjournment
-

ORDINANCES AND RESOLUTIONS

Ordinances and resolutions are presented and moved for adoption by any member of Council. The sponsoring member who moves for adoption of legislation may make a brief statement explaining the purpose and intent of the legislation; they also open and close debate on the matter.

Three Readings

- Ordinances/resolutions pass after having been read at three different meetings of Council, unless the rule is suspended by a two-thirds (five+) vote of members of Council.
- Ordinances/resolutions are read by title only, unless general consent or a majority (four+) vote of members of Council decides to have them read in their entirety.
- Proposed legislation, which is pending final passage at the end of any Council's term, and upon which no action has been taken for the previous six months, is rendered null and void on the last day of any Council's term.

Passage or Adoption

Ordinances and resolutions require a majority (four+) vote of members of Council for adoption, unless a greater vote is required by law or as noted in Chapter 220.

PUBLIC INPUT GUIDELINES

Council values public input at all meetings. Time is intentionally designated for members of the community to have an opportunity to voice concerns or opinions directly to members of Council. Input received is taken under advisement and may be considered for future discussion. Members of Council will listen respectfully without engaging in dialogue or debate; it is the public's time to speak and be heard.

Only those recognized by the presiding officer may address members of Council. Each individual is permitted one opportunity to speak on any topic (except Work Sessions, which are limited to the topic of the Work Session) for a maximum time of five minutes. Transferring or donating speaking time is not permitted.

The following guidelines are to help facilitate open, respectful, and productive meetings, enabling the City's business to be carried out efficiently.

- Speakers state their name and city of residence and address all remarks to the presiding officer.
 - Questions and any responses, if any, are all included as part of the speaker's allotted time.
 - Additional time may be granted by the presiding officer or a two-thirds (five+) vote of Council.
 - Disruptions, outbursts, or personal attacks are not permitted.
 - Consultant or invited guest may present factual information and/or may respond to questions from members of Council, the Administration, or staff at any point during the meeting, at the discretion of the presiding officer.
 - Public presentations using electronic devices are not permitted.
-

COUNCIL CHAMBER ETIQUETTE

Council Meetings occur in a limited forum to address City business. They are open to the public to ensure transparency and accountability. Public access fosters better understanding and trust in the decision-making processes in local government.

- Members of Council are held to the same standards as the public and must maintain respectful decorum.
 - Comments should be respectful, relevant, and focused on the topic.
 - Refrain from hurtful or false statements and outbursts or side conversations.
 - Attendees are expected to maintain respectful and attentive body language.
 - Members of Council speak from their seats and through the presiding officer.
 - The presiding officer is addressed as Madam/Mr. Chair/President.
 - Interruptions are not allowed while another is speaking, unless a member of Council raises a Point of Order.
 - If a disruption occurs, the presiding officer has the authority to restore order.
 - Members of Council have an equal voice during debate, with the presiding officer speaking last.
 - Concerns regarding the presiding officer's actions may be raised through a Point of Order and resolved by a majority Council vote.
-

PARLIAMENTARY AUTHORITY

Robert's Rules of Order Newly Revised may govern the proceedings of Council, except where the Charter or Council's adopted, written policies and rules clearly render them inapplicable.

Commonly Used Motions¹

- To Adjourn
- To Recess
- To Lay on the Table

¹ Detailed in Chapter 220.15 ORDER OF PRECEDENCE OF MOTIONS.

- To Close Debate
- To Limit or Extend Debate
- To Postpone to a Certain Time or Meeting
- To Refer to a Committee
- To Amend

Voting

- Roll call votes are required at Council Meetings.
- Alphabetical rotation is used, in accordance with Section 220.19(c).
- Refusal to vote may result in censure or suspension.
- A majority vote (four+) of all members of Council is needed to pass a motion.
- General consent may be used when no opposition is voiced.
- When appropriate and approved, a member may abstain from a vote due to a conflict of interest.
- To change a past Council action, a member of Council may make a motion to reconsider.
- Suspension of the rule requiring three readings must be past with a two-thirds majority vote.
- Voting time is reserved for casting votes only; comments are limited to discussion and debate times.

Council Chamber Policies & Procedures

The City of Avon Lake's Council is dedicated to conducting City business in an open, transparent, and respectful way that strengthens the public's trust. Protecting the First Amendment right to free speech is a priority, as is ensuring that City meetings remain orderly, considerate, and efficient.

PUBLIC INPUT GUIDELINES

Residents and guests are welcome to share their opinions or concerns for up to five minutes per person. Remarks must be directed to the presiding officer. Members of Council listen respectfully and without debate, though the presiding officer may provide factual information or invite a member of Council, City staff, or a guest to respond.

- Presentations using electronic devices are not permitted during public comment.

COUNCIL CHAMBER ETIQUETTE

All participants—Members of Council, City staff, and the public—are expected to maintain decorum and civility at all times.

- Please silence all electronic devices.
- Respectful, attentive behavior is required.
- Personal attacks, insults, or offensive language will not be tolerated. If such behavior occurs:
 1. A warning will be issued.
 2. Continued misconduct will result in forfeiture of speaking time.
 3. Repeated disruption may result in removal from the Council Chamber.
- This is not the forum to discuss personnel matters involving individual City employees. Such concerns should be directed to the Administration or Human Resources Director.
- These guidelines protect the integrity of public participation while ensuring elected officials and staff can perform their duties effectively.

COUNCIL PROCEDURES & DECORUM

- Members of Council remain seated at the dais and address all remarks through the presiding officer (Madam/Mr. Chair/President).
- The presiding officer maintains order and speaks last in debate.
- Members of Council may move to reconsider actions or raise a Point of Order (including about the presiding officer). Such points are decided by a majority Council vote.
- These procedures ensure that every meeting of the Avon Lake City Council is conducted with professionalism, respect, and efficiency—reflecting the high standards our community deserves.