



VOTING ORDER

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

CITY OF AVON LAKE

150 Avon Belden Road
Avon Lake, Ohio 44012

The following business is to be considered at the rescheduled meeting of the Avon Lake City Council on October 27, 2025, at 7 p.m. in the Council Chamber.

Pledge of Allegiance

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

Approval of Minutes: October 14, 2025, Council Meeting.

Correspondence

Public Hearing: Upon the proposed rezoning of a 2.38-acre parcel located on the west side of Moore Road, north of Walker Road, and designated by the County Auditor as PPN 04-00-006-135-071 from B-2 General Business District to R-1A Single-Family Residence District.

Public Input: *Members of the audience shall be permitted to speak only once, up to five minutes on any topic(s). [Code of Ordinance, Section 220.21(a)(1)]*

Reports

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

Motions

Adopting the Avon Lake Council Policies & Procedures based on Codified Ordinance Chapter 220. ***Sponsor: J. Fenderbosch***

Confirming the appointment by the Mayor of Larry Sansom to fill a vacancy on the Community Reinvestment Area (CRA) Housing Council for the remainder of a three-year term, effective November 1, 2025, and expiring December 31, 2027. ***Sponsor: Z. Arnold***

Legislation

Second Readings:

Ordinance No. 25-156, AN ORDINANCE AWARDDING A CONTRACT FOR COMPREHENSIVE INSURANCE COVERAGE FOR THE CITY OF AVON LAKE TO JACKSON DEIKEN & ASSOCIATES AND DECLARING AN EMERGENCY. →***Sponsor: K. Zuber***

Ordinance No. 25-161, AN ORDINANCE AUTHORIZING THE CREATION OF A NEW CHAPTER TITLED SHORT-TERM RENTAL PROPERTIES WITHIN TITLE SIX BUILDING REGULATIONS IN PART FOURTEEN OF THE CODIFIED ORDINANCES AND DECLARING AN EMERGENCY. ***Sponsor: Z. Arnold***

Resolution No. 25-162, A RESOLUTION ADOPTING THE AVON LAKE COMMUNITY TELEVISION (ALC-TV) RULES AND REGULATIONS. ***Sponsor: R. Shahmir***

Ordinance No. 25-166, AN ORDINANCE TO REZONE PERMANENT PARCEL NO. 04-00-006-135-071 FROM B-2 GENERAL BUSINESS DISTRICT TO R-1A SINGLE-FAMILY RESIDENCE DISTRICT AND DECLARING AN EMERGENCY. ***Sponsor: G. Smith***

First Readings:

Ordinance No. 25-167, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF AVON LAKE AND AVON LAKE ENVIRONMENTAL REDEVELOPMENT GROUP LLC FOR THE ACQUISITION OF APPROXIMATELY TWENTY-THREE (23) ACRES OF LAND LOCATED IN THE CITY OF AVON LAKE, AND DECLARING AN EMERGENCY. ***Sponsor: Z. Arnold***

Ordinance No. 25-168, AN ORDINANCE AUTHORIZING FUNDS FOR CONTINUED LEGAL SERVICES TO TODD DAVIS, ESQ., AND DECLARING AN EMERGENCY. →***Sponsor: Z. Arnold***

Ordinance No. 25-169, AN ORDINANCE CREATING THE SANDRIDGE AND HARBOR CREST TAX INCREMENT FINANCING INCENTIVE DISTRICTS, DECLARING IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION, REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT

→ Suspension of the rule requiring three readings

TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS, AUTHORIZING SCHOOL COMPENSATION PAYMENTS, SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT, AND DECLARING AN EMERGENCY. *Sponsor: Z. Arnold*

Ordinance No. 25-170, AN ORDINANCE APPOINTING AUSTIN PAGE, PLANNING AND ZONING MANAGER, AS CODE ADMINISTRATOR PURSUANT TO PLANNING AND ZONING CODE SECTION 1212.05, REPEALING ORDINANCE NO. 23-13, AND DECLARING AN EMERGENCY. →*Sponsor: Z. Arnold*

Ordinance No. 25-171, AN ORDINANCE AMENDING ORDINANCE NO. 25-19R2, APPROPRIATIONS FOR FISCAL YEAR 2025, AND DECLARING EMERGENCY. →*Sponsor: K. Zuber*

Resolution No. 25-172, A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR. →*Sponsor: K. Zuber*

Ordinance No. 25-173, AN ORDINANCE TO ADOPT A CYBERSECURITY PROGRAM AND DECLARING AN EMERGENCY. →*Sponsor: R. Shahmir*

Ordinance No. 25-174, AN ORDINANCE ENACTING A CODE OF ORDINANCES FOR THE CITY OF AVON LAKE, OHIO, REVISING, AMENDING, RESTATING, CODIFYING, AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY OF AVON LAKE, OHIO, DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES, AND DECLARING AN EMERGENCY. *Sponsor: J. Fenderbosch*

Miscellaneous Business and Announcements

Adjournment

→ Suspension of the rule requiring three readings

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 a time to be determined by Committee members.
- 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.
 - **Consultants or invited guests** 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.
 - **Members of Council, the Administration, or staff may respond to questions or comments from the public, at the discretion of the presiding officer.**
 - Public presentations using electronic devices are not permitted.
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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.
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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
- 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.

¹ Detailed in Chapter 220.15 ORDER OF PRECEDENCE OF MOTIONS.

AN ORDINANCE AWARDING A CONTRACT FOR COMPREHENSIVE INSURANCE
COVERAGE FOR THE CITY OF AVON LAKE TO JACKSON DEIKEN & ASSOCIATES
AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with the recommendations of the Finance Committee, quotes have been solicited for the procurement of comprehensive insurance coverage for the City; and

WHEREAS, Jackson Deiken & Associates of Westlake, Ohio, submitted a proposal for said insurance coverage with The Travelers Indemnity Company; and

WHEREAS, Council, coming now to consider said proposal, has determined that the proposal of The Travelers Indemnity Company as submitted by their agent, Jackson Deiken & Associates of Westlake, Ohio, is the lowest and best responsible bid.

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

Section No. 1: That it is hereby confirmed to award Jackson Deiken & Associates a contract for the purchase of a one-year policy of comprehensive insurance coverage commencing November 1, 2025, for a total annual premium of \$446,291.

Section No. 2: Upon certification by the Mayor that The Travelers Indemnity Company by their said authorized agent has furnished said policy of insurance coverage as agreed, then the Finance Director of the City shall be and is hereby authorized and directed to issue to the Company or its authorized agent the warrant of this City under the terms of said contract and to cause said warrant to be paid.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the immediate necessity of providing for the protection of the City against claims for damages, injury, and/or loss arising out of municipal operations, and is in the best interest of the preservation of the peace, health, safety, and welfare of the City. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading:
2nd reading:
3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

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

AN ORDINANCE AUTHORIZING THE CREATION OF A NEW CHAPTER TITLED SHORT-TERM RENTAL PROPERTIES WITHIN TITLE SIX MISCELLANEOUS BUILDING REGULATIONS IN PART FOURTEEN OF THE CODIFIED ORDINANCES AND DECLARING AN EMERGENCY.

WHEREAS, the growing number of residential properties being used as short-term rentals within the City has had both positive and negative effects for the City and the long-term residents in the community; and

WHEREAS, the number of residential properties being used as short-term rental properties has an impact on not only the peace, health, safety, welfare, and character of the community, but also the availability and affordability of housing stock for long-term residents of the City; and

WHEREAS, the use of residential properties for short-term rental purposes poses significant risks affecting the peace, health, safety, and welfare of both residents of the City and the guests using such properties as temporary accommodations; and

WHEREAS, the City presently has in effect ordinances affecting the use of residential property as bed and breakfast establishments, which it deems akin to short-term rental properties, but without the oversight of the owners on site to ensure the safety of the guests and the neighboring properties; and

WHEREAS, Council hereby wishes to adopt a new, comprehensive set of ordinances to address the concerns of the long-term residents of the community, to protect the quality of life for long-term residents, to preserve the availability and affordability of housing stock for long-term residents, and to protect the peace, health, safety, and welfare of both guests and residents within the City; and

WHEREAS, as set forth in Section 9 of the Avon Lake City Charter, this Council has the authority to codify new ordinances of the City as Council may determine necessary; and

WHEREAS, this Council determines that this Ordinance is necessary for the preservation of the public health, safety, morals, convenience, and the general welfare of the community.

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

Section No. 1: That Council hereby creates a new Chapter 1484 Short-Term Rental Properties as may hereby be amended from time to time in accordance with

the recommendations of the Council and/or the Building Department and/or public safety.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the immediate preservation of the public health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after passage and approval by the Mayor.

1st reading: 10/14/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

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.

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

(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) 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.

(e) 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.

(f) 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 feet, measured at the property lines or 6 parcels, whichever is greater.

(1) Subsection (a) of this Section shall not apply to invalidate or cancel any otherwise lawfully existing Short-Term Rental Property that was in existence prior to the effective date of this Section provided that such properties comply with all other applicable provisions of this Chapter.

(2) Until such time as the density of Short-Term Rental Properties falls below the restrictions set forth in this Section, no new Applications for Short-Term Rental Certificates will be processed for properties which would otherwise violate this Section.

(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 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.

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 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. Check for and test smoke detectors and carbon monoxide detectors;
- B. Check for removal of and receptacles for all refuse, garbage and debris;
- C. Check for presence of accessible dry chemical fire extinguishers of a minimum 5-lb. ABC class;
- D. Confirm that a map denoting emergency evacuation routes is posted in a clearly conspicuous location.
- E. Determine maximum occupancy for overnight Transient Guests which shall be limited to:
 - 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.

(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.

1484.07 REVOCATION OR LAPSE.

The Department shall revoke a Short-Term Rental Registration Certificate for any of the following:

(a) the Owner provides any material misrepresentation of fact on the Application;

(b) the Short-Term Rental Registration Certificate is not timely renewed;

(c) noncompliance with the requirements of this Chapter;

(d) failure to correct any deficiency identified in the Inspection Report within thirty (30) days of the date the Inspection Report is issued;

(e) failure to collect and remit taxes required by **Chapter 886** of the Codified Ordinances;

(f) upon a determination by a Court of competent jurisdiction that the Short-Term Rental Property has become a nuisance pursuant to Chapter 662 of the Codified Ordinances or other controlling Ohio law.

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

(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.

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

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

(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.

(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.

(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.

(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) “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.

(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.

A RESOLUTION ADOPTING THE AVON LAKE COMMUNITY TELEVISION (ALC-TV) RULES AND REGULATIONS.

WHEREAS, the City, through its Communications & Technology Department, operates Avon Lake Community Television (ALC-TV) to provide community access programming, promote local information sharing, and increase public awareness of community and government activities; and

WHEREAS, ALC-TV serves as a vital communication link between residents and their local government, fostering civic engagement and encouraging participation in community life; and

WHEREAS, the Communications & Technology Commission, acting in its advisory capacity, has reviewed and recommended adoption of the updated ALC-TV Rules and Regulations to ensure continued compliance with applicable federal, state, and local laws, as well as current operational and technological practices; and

WHEREAS, Council desires the City to provide clear and consistent guidelines for the operation, use, and management of ALC-TV and its facilities, equipment, and services.

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

Section No. 1: That the Avon Lake Community Television (ALC-TV) Rules and Regulations, attached hereto and incorporated herein, are hereby adopted as the official Rules and Regulations governing ALC-TV.

Section No. 2: That the Communications & Technology Department and the Communications & Technology Commission shall administer and enforce these Rules and Regulations under the direction of the Mayor and Council.

Section No. 3: That this Ordinance shall supersede all other formerly adopted versions of the ALC-TV Rules and Regulations.

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

Section No. 5: That this Resolution shall be in full force and effect from and after the earliest period allowed by law.

1st reading: 10/14/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

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.

AN ORDINANCE TO REZONE PERMANENT PARCEL NO. 04-00-006-135-071
FROM B-2 GENERAL BUSINESS DISTRICT TO R-1A SINGLE-FAMILY RESIDENCE
DISTRICT AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has, at its meeting of October 1, 2025, approved a request to rezone a 2.38-acre parcel owned by Rotz Investments, LLC, located on the west side of Moore Road, north of Walker Road, and designated by the County Auditor as PPN 04-00-006-135-071, (the "Property") and more particularly described in Exhibit A attached hereto and made a part hereof.

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

Section No. 1: That the Property, which is presently zoned B-2 General Business District, is hereby rezoned to R-1A Single-Family Residence District.

Section No. 2: That the official zoning map and the Planning and Zoning Code of the City of Avon Lake is hereby amended accordingly, and the City Engineer is directed to make the necessary changes thereto.

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 action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Ordinance is hereby declared to be an emergency measure to allow the property owner to develop the property and contribute to the economic development of Avon Lake, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading: 10/16/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor



Rotz Investments, LLC - Zoning Map Amendment

Report

To: Avon Lake Planning Commission

From: Kelly La Rosa, Planning and Zoning Manager

Date: October 1, 2025

Re: Case No. CPC-25-16, Rotz Investments, LLC Zoning Map Amendment for Parcel No. 04-00-006-135-071, located on the west side of Moore Road north of Walker Road, rezoning from B-2 General Business District to R-1A, Single-Family Residence District.

PROJECT OVERVIEW

The Planning Commission has been asked to consider a request submitted by Rotz Investments LLC, with James Sayler of Henry G. Reitz Engineering as the applicant, to rezone Parcel No. 04-00-006-135-071, a 2.38-acre parcel located on the west side of Moore Road north of Walker Road. The property is currently zoned B-2 (General Business District), and the applicant seeks a zoning map amendment to R-1A (Single-Family Residence District) to subdivide the land into four standard residential lots, each with approximately 100 feet of frontage on Moore Road. The site is currently vacant, wooded in character, and has not been developed with any structures.

PROJECT DESCRIPTION

Applicant/Engineer: James Sayler, Henry G. Reitz Engineering, 4214 Rocky River Drive, Cleveland, Ohio 44135.

Owner: Rob Rotz, Rotz Investments, LLC, 310 Fernwood Drive, Avon Lake.



Figure 1: Aerial View from Google Earth 6/2/2015



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Location: This property is situated north of the intersection of Walker Road and Moore Road.

Site Area: 2.38 acres

Density: 1.67 dwelling units per acre

Current Zoning: B-2, General Business District.

Proposed Zoning: R-1A, Single-Family Residence District

Surrounding Context: The property is situated in a mixed-use area where zoning transitions from commercial to residential. To the **north**, a single-family residence is situated on a narrow lot zoned B-2, resulting in a nonconforming condition. To the **south**, the applicant owns a small parcel that will remain zoned B-2 for storage and legacy commercial use. Beyond that, at the corner of Walker Road and Moore Road, Avon Lake Regional Water owns property that is currently mapped as B-2, although its actual use and Comprehensive Plan designation are Public and Institutional. To the **east**, the site is bordered by the Chatham Drive neighborhood, an established R-1A subdivision of single-family homes. To the **west**, the property abuts Powdermaker Ditch and the Powder Maker Town Homes, a multi-family development.

Comprehensive Land Use: The City's Comprehensive Land Use Plan identifies the subject property, along with adjacent parcels to the north and west as High Density Residential. This designation likely reflects the presence of the Powder Maker Town Homes immediately to the west, which establishes a multi-family pattern in this part of the Moore Road corridor. However, when viewed at the scale of the immediate neighborhood, Moore Road north of Walker Road is characterized primarily by single-family detached housing, including the Chatham Drive subdivision to the east of this site.

Applicable Code Section: 1214.02: Code Text and Map Amendment apply.



Figure 2: Excerpt 2022 Zoning Map

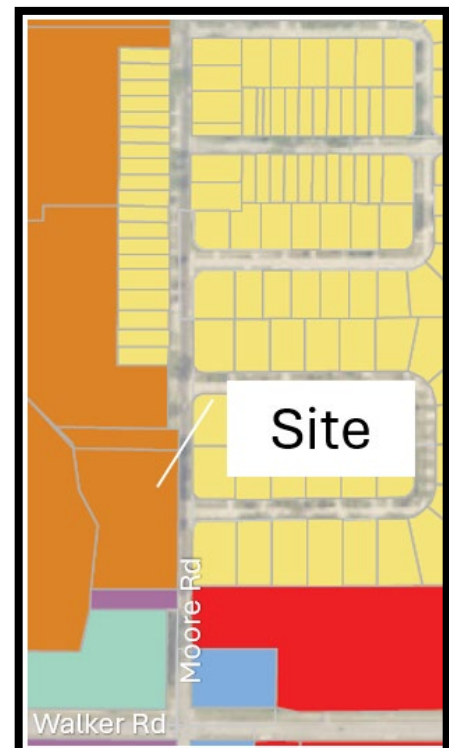


Figure 3: Excerpt 2019 Land Use Plan



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PROJECT ANALYSIS

ZONING AND LAND USE

The site is zoned B-2 (General Business District), which allows a broad mix of commercial uses, including retail, restaurants, offices, and personal services, typically located along major corridors for high visibility and easy access. While appropriate for high-activity business areas, many B-2 uses can introduce higher traffic, noise, and late-hour activity that is out of character with the predominantly residential context on the west side of Moore Road.

In this context, the request to rezone the parcel from B-2 to R-1A may be understood as a refinement of the Comprehensive Plan rather than a departure from it. Although R-1A provides lower density than townhomes, it preserves a residential use consistent with the single-family neighborhoods to the east and north and remains compatible with the multi-family to the west. Creating four standard single-family lots establishes a logical transition, reinforcing the single-family frontage along Moore Road, buffering public and institutional zoning to the south, and stepping down in intensity from the adjacent townhomes.

From a planning perspective, this zoning map amendment advances the Comprehensive Plan's intent by maintaining residential character while reflecting the realities of the surrounding built environment. It balances long-range goals with existing neighborhood conditions, resulting in a land use pattern that is both consistent and context-sensitive.

SUSTAINABILITY AND ENVIRONMENTAL IMPACT

In addition to being compatible with surrounding land uses, the proposed zoning map amendment offers notable sustainability benefits. By shifting from a B-2 General Business District to R-1A Single-Family Residence District, the intensity of development on the site would be significantly reduced. Instead of a commercial buildout that could maximize impervious surfaces and increase traffic volumes, the four proposed single-family lots will preserve more open space and landscaped area, resulting in a smaller footprint on City infrastructure and the natural environment.

The reduced impervious coverage will help mitigate stormwater impacts on the adjacent Powdermaker Ditch and the downstream conveyance system. This change is expected to improve infiltration and reduce runoff, contributing positively to water quality and stormwater management goals. In addition, single-family homes will generate less traffic and place fewer demands on public utilities and safety services than would be anticipated under commercial zoning.

Taken together, the zoning map amendment advances the City's commitment to sustainable growth by balancing neighborhood character with environmental stewardship, ensuring that



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development on this parcel integrates more harmoniously with both the built and natural environments

DEVELOPMENT REVIEW COMMITTEE CONSIDERATIONS

During review of the Moore Road zoning map amendment, DRC members noted that the applicant's request to rezone from B-2 to R-1A is consistent with the surrounding residential context. The applicant also intends to retain a small commercial building on an adjacent parcel in B-2 for storage and legacy use, which members recognized as a reasonable transition between institutional uses to the south and residential neighborhoods to the north and east. All comments received from DRC are attached to this report.

REVIEW AND RECOMMENDATION BY THE COMMISSION

Section 1214.02: Code Text and Map Amendments outlines the procedures and rules for modifying zoning laws, including the application process for changes to zoning maps or regulations. It ensures that these modifications align with the city's overall land use plan, encourages organized development, and considers the impacts on neighboring properties, infrastructure, and community objectives.

Review Criteria

Recommendations and decisions on zoning change requests will be evaluated based on the review criteria outlined in 1214.02 (e), which are provided below for your convenience. not all criteria may be applicable in each case, and each case shall be determined by its facts.

- (1) The proposed amendment is consistent with the comprehensive land use plan, other adopted city plans, and the stated purposes of this code.
- (2) The proposed amendment is necessary or desirable because of changing conditions, new planning concepts, or other social or economic conditions.
- (3) The proposed amendment will promote the public health, safety, and general welfare.
- (4) The proposed amendment, if amending the zoning map, is consistent with the stated purpose of the proposed zoning district.
- (5) The proposed amendment, if to the zoning map, follows lot lines or the centerlines of streets, railroads, or other rights-of-way.
- (6) The proposed amendment is not likely to result in significant adverse impacts upon the natural environment, including air, water, noise, stormwater management, wildlife, and vegetation, or such impacts will be substantially mitigated.



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- (7) The proposed amendment will not constitute spot zoning where special treatment is given to a particular property or property owner that would not be applicable to a similar property under the same circumstances.
- (8) The proposed amendment is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract.

RECOMMENDATION BY THE COMMISSION

After reviewing the zoning map amendment request and review criteria, the Commission will decide whether to send it back to the applicant for revisions or recommend approval or denial to the City Council. The Community Development staff will promptly forward the Commission's written findings and recommendations to the City Council for review and approval.

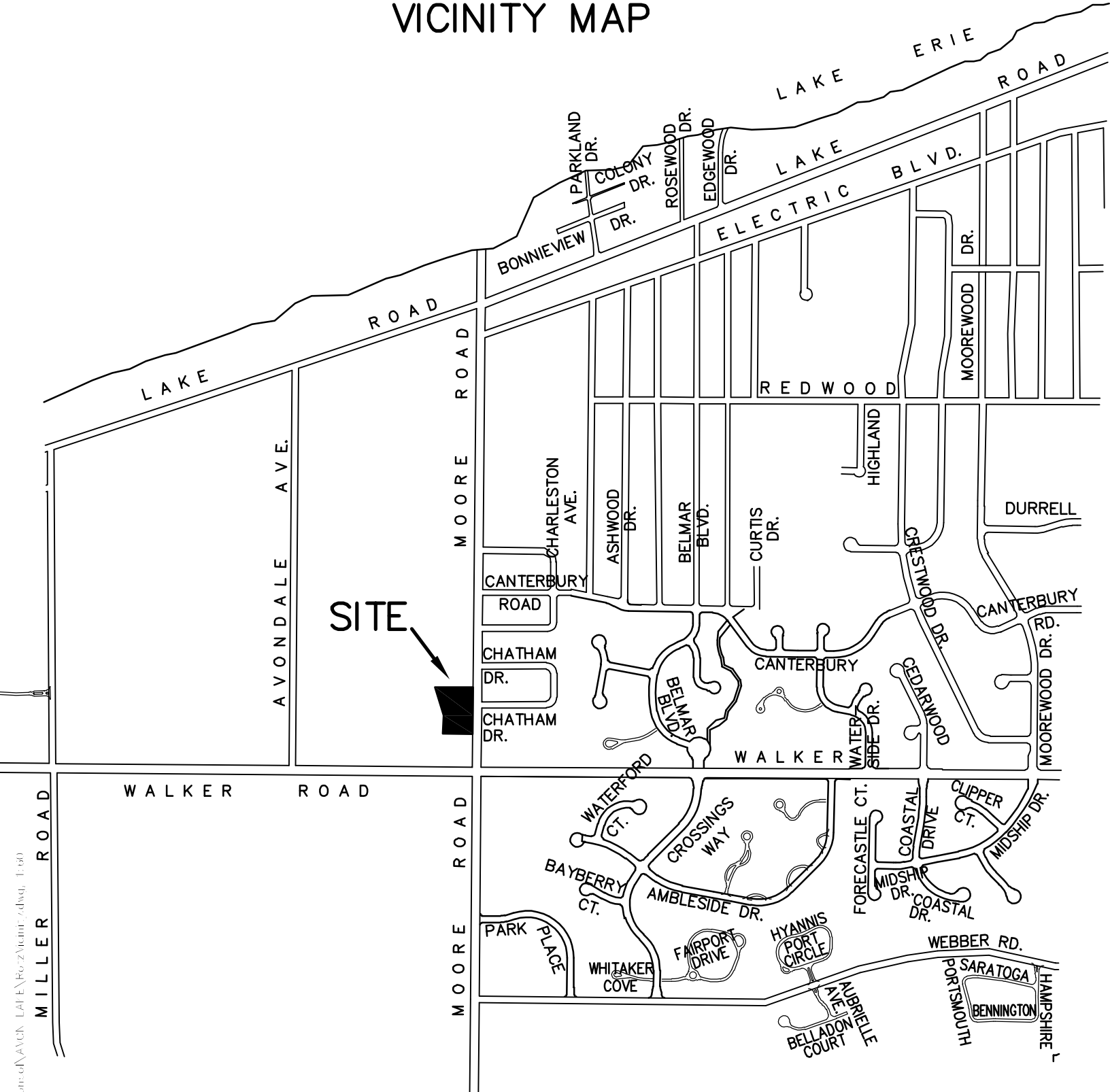
Potential Motion: A motion should be made in the positive. At least four "yes" votes to approve or "no" votes to reject the request are required to make a recommendation to City Council. The language provided below is a guide; it is not intended to suggest a specific action by the Planning Commission.

I move to recommend approval of Case No. CPC-25-16, Rotz Investments, LLC, Zoning Map Amendment for Parcel No. 04-00-006-135-071 located on the west side of Moore Road north of Walker Road, rezoning from B-2 General Business District to R-1A Single Family Residence District finding that the proposed zoning map amendment is consistent with the residential character of the surrounding area, provides an appropriate transition between adjacent land uses, and supports the goals of the Comprehensive Plan by maintaining a residential designation along Moore Road.

SUBSEQUENT ACTION

Following Planning Commission action and consistent with Section 1214.02, the case will proceed to City Council for final consideration. Council has the authority to approve or deny the zoning map amendment by ordinance. Applicants may request special legislative procedures, such as suspension of the rules (waiving the standard three readings) or adoption as an emergency measure (effective immediately rather than after 30 days). In this case, the applicant has not requested

04-00-006-135-071
VICINITY MAP



AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITY OF AVON LAKE AND AVON LAKE ENVIRONMENTAL REDEVELOPMENT GROUP, LLC, FOR THE ACQUISITION OF APPROXIMATELY TWENTY-THREE (23) ACRES OF LAND LOCATED IN THE CITY OF AVON LAKE AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake desires to acquire certain real property consisting of approximately twenty-three (23) acres, more or less, located within the City of Avon Lake, Ohio, as more particularly described in the Real Estate Purchase Agreement attached hereto as Exhibit A (the “Property”); and

WHEREAS, the Property is presently owned by Avon Lake Environmental Redevelopment Group, LLC, an Ohio limited liability company (the “Seller”); and

WHEREAS, the Seller and the City have previously entered into an Interim Development Agreement dated November 13, 2024, which provides for the use of the Property as public park land, the creation of an overlay zoning district, and the formation of a Tax Increment Financing (TIF) District; and

WHEREAS, the Real Estate Purchase Agreement between the City and the Seller implements the terms and conditions of the Interim Development Agreement and provides for the sale and purchase of the Property; and

WHEREAS, this Council finds and determines that it is in the best interest of the City and its residents to authorize the Mayor to execute the Real Estate Purchase Agreement and any related documents necessary to complete the acquisition of the Property.

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, on behalf of the City of Avon Lake, the Real Estate Purchase Agreement between the City and Avon Lake Environmental Redevelopment Group, LLC, substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section No. 2: That the Mayor, Finance Director, and other appropriate City officials are further authorized to take all actions and execute all documents necessary to carry out the intent of this Ordinance and to effectuate the acquisition of the Property.

Section No. 3: That there is hereby appropriated from the appropriate fund(s) such sums as are necessary to complete the purchase of the Property as set forth in the Real Estate Purchase Agreement.

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

Section No. 5: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of allowing the timely execution of the Real Estate Purchase Agreement and the continuation of the public park redevelopment as contemplated in the Interim Development Agreement, for the health, safety, and welfare of the public. Therefore, this Ordinance shall take effect and be in full force immediately upon its passage and approval by the Mayor.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

REAL ESTATE PURCHASE AGREEMENT
between
Avon Lake Environmental Redevelopment Group LLC, Seller
and
City of Avon Lake, Ohio, Purchaser
dated as of
_____, 2025

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**"), dated as of the ____ day of ___, 2025 (the "**Effective Date**"), is entered into between (i) AVON LAKE ENVIRONMENTAL REDEVELOPMENT GROUP LLC, an Ohio limited liability company ("**Seller**") having an address at 12601 Plantside, Louisville, KY 40299, and (ii) the CITY OF AVON LAKE, OHIO, a municipal corporation ("**Purchaser**"), having an address at 150 Belden Road, Avon Lake, Ohio 44012.

RECITALS

WHEREAS, Seller is the owner of certain real estate as depicted on Exhibit A and legally described on Exhibit B attached hereto containing approximately 23 acres, subject to final survey, located in the City of Avon Lake, Ohio;

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property (hereinafter defined) from Seller; and

WHEREAS, Seller and Purchaser have entered into that certain Interim Development Agreement dated November 13, 2024 (the "**IDA**"), a true, complete and correct copy of which is attached hereto as Exhibit C providing for the use of the Property as public park land, the creation of an overlay zoning district for the Property and other adjacent real estate and the formation of a Tax Increment Financing ("**TIF**") District. The IDA additionally contains terms and conditions of Seller's obligation to sell, and Purchaser's obligation to purchase and acquire the Property, as set forth in a "Letter of Intent" (attached to the IDA as Exhibit D thereto and herein referred to as the "**IDA Letter of Intent**"). This Agreement has been negotiated and executed by Seller and Purchaser to implement the terms of the purchase and sale, and the conditions thereto, as set forth in the IDA and the IDA Letter of Intent attached thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this Article I or as otherwise defined in this Agreement:

"**Agreement**" has the meaning set forth in the preamble.

"**Appraisal**" has the meaning set forth in Section 3.01.

"**Closing**" has the meaning set forth in Section 4.01.

"**Closing Date**" has the meaning set forth in Section 4.01.

"**CNS**" has the meaning set forth in Section 6.02.

"**Confidential Information**" has the meaning set forth in Section 13.01.

"**Deed**" has the meaning set forth in Section 4.02 (a).

"**Deposit**" has the meaning set forth in Section 3.01 (a).

"**Due Diligence Period**" has the meaning set forth in Section 6.01.

"**Effective Date**" has the meaning set forth in the preamble.

"**Environmental Laws**" has the meaning set forth in Section 7.01 (h).

"**Escrow Agent**" has the meaning set forth in Section 3.01 (a).

"**Feasibility Materials**" has the meaning set forth in Section 6.01.

"**Hazardous Materials**" has the meaning set forth in Section 7.01 (h).

"**IDA**" has the meaning set forth in the Recitals.

"**IDA Letter of Intent**" has the meaning set forth in the Recitals.

"**Improvements**" has the meaning set forth in Section 2.01 (b).

"**NFA Letter**" has the meaning set forth in Section 6.02.

"**Notices**" has the meaning set forth in Section 10.01.

"**OFAC**" has the meaning set forth in Section 7.01 (f).

"**Ohio EPA**" has the meaning set forth in Section 6.02.

"**Ohio VAP**" has the meaning set forth in Section 6.02.

"**Owner's Policy**" has the meaning set forth in Section 5.02 (h).

"**PLL Policy**" has the meaning set forth in Section 4.06 (a) (vi).

"**Permitted Exceptions**" has the meaning set forth in Section 5.02 (g).

"**Post-Closing Actions**" has the meaning set forth in Section 4.06(a)(iv).

"**Post-Closing Required Remediation and Demolition Work**" has the meaning set forth in Section 6.02.

"**Property**" has the meaning set forth in Section 2.01.

"**Purchase Price**" has the meaning set forth in Section 3.01.

"**Purchaser**" has the meaning set forth in the preamble.

"Purchaser's Certified Professional" has the meaning set forth in Section 6.02.

"Purchaser Default" has the meaning set forth in Section 11.01 (a).

"Purchaser Related Party" shall mean collectively any Purchaser agent, advisor, representative, affiliate, officer, official, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee, or other person or entity acting on Purchaser's behalf, otherwise related to, or affiliated with Purchaser.

"Real Estate" has the meaning set forth in Section 2.01 (a).

"Remediation and Demolition Plans" has the meaning set forth in Section 6.02.

"Seller's Required Remediation and Demolition Work" has the meaning set forth in Section 6.02.

"Seller" has the meaning set forth in the preamble.

"Seller Related Party" shall mean collectively any agent, advisor, representative, affiliate, employee, director, partner, member, beneficiary, investor, servant, shareholder, trustee, or other person or entity acting on Seller's behalf, otherwise related to, or affiliated with Seller.

"Survey" has the meaning set forth in Section 5.02 (f).

"Technical Assistance" has the meaning set forth in Section 6.02.

"TIF Revenue Proceeds" shall mean monetized revenues derived from any tax increment financing to fund the purchase of the Property and other development costs pursuant to the IDA.

"Title and Survey Defects" has the meaning set forth in Section 5.02 (g).

"Title Commitment" has the meaning set forth in Section 5.02 (f).

"Title Insurance Company" has the meaning set forth in Section 3.01 (a).

"Title Objection Date" has the meaning set forth in Section 5.02 (g).

"Title Objection Notice" has the meaning set forth in Section 5.02 (g).

"Transfer Tax Document" has the meaning set forth in Section 4.02 (b).

"Transfer Tax Documents" has the meaning set forth in Section 4.02 (b).

ARTICLE II CONVEYANCE OF THE PROPERTY; EASEMENT AGREEMENT

Section 2.01 Subject of Conveyance. Seller agrees to secure a lot split, at Seller's sole cost and expense, and to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and

conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**");

(a) all that certain lot, piece, or parcel of land located in the City of Avon Lake, County of Lorain and State of Ohio, as depicted on Exhibit A and legally described in Exhibit B attached hereto and hereby made a part hereof (the "**Real Estate**") as well as all easements, rights-of-way, and other appurtenances used or connected with the beneficial use or enjoyment of the Real Estate;

(b) all buildings, structures and improvements located on the Real Estate that Purchaser elects to retain following Purchaser's review of the Remediation and Demolition Plans (including any fixtures and personal property which is integral to the operation of any improvements to be conveyed to Purchaser (collectively, the "**Improvements**"); and

(c) all other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Real Estate and the Improvements, including licenses, ingress and egress permits, NPDES permits, storm water discharge permits, if any, and other appurtenant rights. For purposes of clarity, the Submerged Land Lease assigned by the State of Ohio to Seller dated December 21, 1999 (the "**Submerged Land Lease**"), is not part of the Property and is not being conveyed to Purchaser as part of this Agreement. The Seller shall record an access and construction easement for the benefit of the Submerged Land Lease in the form attached hereto as Exhibit G as a Permitted Exception. The Seller also shall record an access and utility easement through the Property to allow access to Stack 7, in the form attached hereto as Exhibit H as a Permitted Exception. The Seller also shall record an access easement for a bike path to allow access to the Property, as described in Section 2.03 herein, in the form attached hereto as Exhibit I.

Section 2.02 AS-IS.

(a) Except as otherwise set forth in this Agreement, the IDA and subject to Section 6.02 of this Agreement, Purchaser acknowledges that Purchaser shall make thorough inspections and investigations of the Property and Purchaser agrees to take title to the Property "AS-IS, WHERE IS, AND WITH ALL FAULTS" and in the condition existing as of the date of this Agreement, subject to reasonable use, ordinary wear and tear, and without any reduction in or abatement of the Purchase Price. Purchaser shall undertake all such investigations of the Property as Purchaser deems necessary or appropriate under the circumstances as to the status of the Property and the existence or nonexistence of curative action to be taken with respect to any Hazardous Materials (as defined herein) on, under or about the Property, except as otherwise set forth in this Agreement. Further, Purchaser acknowledges that Purchaser is and will be relying strictly and solely upon such inspections and examinations and the advice and counsel of its own consultants, agents, legal counsel, and officers in connection with this transaction.

(b) Neither party to this Agreement is relying on any statement or representation not expressly stated in this Agreement. Except as otherwise set forth in this Agreement, Purchaser specifically confirms and acknowledges that in entering into this Agreement, Purchaser has not been induced by, and has not relied upon, whether express or implied, warranties, guaranties, promises, statements, inducements, representations, or information pertaining to the Property or its uses, the physical condition, environmental condition, state of title, income, expenses, or operation of the Property, or any other matter or thing with respect thereto, written or unwritten, whether made by Seller or any agent, employee, or other representative of Seller, or any broker or any other person

representing (or purporting to represent) Seller, which are not expressly set forth in this Agreement. Seller shall not be liable for or bound by any written or unwritten statements, representations, warranties, brokers' statements, or other information pertaining to the Property furnished by Seller, any broker, any agent, employee, or other actual (or purported) representative of Seller, or any person, unless and only to the extent the same are expressly set forth in this Agreement.

(c) Except as otherwise set forth in this Agreement, including, but not limited to the representations and warranties contained in Article VII of this Agreement, Seller makes no warranty with respect to the presence of any Hazardous Materials on, above, beneath, or discharged from the Property (or any adjoining or neighboring property) or in any water on or under the Property. Except as otherwise set forth in this Agreement, the Closing hereunder shall be deemed to constitute an express waiver of Purchaser's right to recover from Seller, and forever releases, covenants not to sue, and discharges Seller from, any and all damages, demands, claims, losses, liabilities, penalties, fines, liens, judgments, costs, or expenses whatsoever, including attorneys' fees and costs, whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical condition of the Property.

(d) The provisions of this Section 2.02 shall survive the Closing and shall not be deemed to have merged into any of the documents executed or delivered at the Closing.

Section 2.03 Bike Path Easement. The Seller will provide a permanent easement to allow unfettered access from the bridge located along the West side of the entire 43.23-acre parcel owned by Seller as mutually approved by the parties, as a condition to Closing, in the form attached hereto as Exhibit I.

ARTICLE III PURCHASE PRICE

Section 3.01 Purchase Price and Deposit. The purchase price (the "**Purchase Price**") to be paid by Purchaser to Seller for the Property is the lesser of (1) Fifteen Million and No/100 Dollars (\$15,000,000.00), (2) twenty-five percent (25%) of the TIF Revenue Proceeds available to Purchaser to acquire the Property, or a different percentage of the TIF Revenue Proceeds acceptable to Purchaser to achieve the development goals of this Agreement, in Purchaser's sole but reasonable discretion, or (3) the Appraised Value of the Property pursuant to an objective, independent appraisal of the Property supporting such Purchase Price (the "**Appraisal**") and as any lesser amount is acceptable to Seller. In the event the Purchase Price, as determined above, is less than Fifteen Million and No/100 Dollars (\$15,000,000.00), the Seller shall have the right to terminate this Agreement and neither Party shall have any rights, obligations or liabilities under this Agreement, except as specifically provided herein. Further, in the event the Property to be sold by Seller to Purchaser is less than or more than 23 acres, the Purchase Price shall be reduced or increased on a pro rata basis by acreage. As a condition to Closing, the parties agree that the TIF revenue under the IDA shall be monetized to provide funding necessary to pay the Purchase Price and all other costs associated with the Closing to be paid by Purchaser hereunder and to pay additional development costs identified in this Agreement. Purchaser and Seller shall immediately commission the preparation of the Appraisal of the Property to support the Purchase Price payable by Purchaser under this Agreement, which Appraisal shall be prepared by a highly-qualified, independent appraiser acceptable to Seller and Purchaser and the receipt of an acceptable Appraisal shall be a condition to the obligation of Seller and Purchaser to sell and acquire the Property hereunder. Following determination of the Purchase Price, the Purchase Price shall be payable as follows:

(a) Within three (3) days after the Effective Date, the sum of One Hundred and No/100 Dollars (\$100.00) (the “**Deposit**”) shall be paid by Purchaser’s certified check or official bank check, subject to collection made payable to Erie Commercial Title (Attn: Jackie Shear, 868 Corporate Way, Westlake, Ohio 44145; (216) 689-1050 (jacquelineshear@ecommtitle.com), as escrow agent (“**Escrow Agent**” or the “**Title Insurance Company**”), to an account at such bank as designated by Escrow Agent. Upon receipt of same, Escrow Agent agrees to hold the Deposit in escrow pursuant to the terms of Article XII of this Agreement. Any interest earned on the principal portion of the Deposit shall be deemed to be part of the Deposit and shall be paid together with the principal portion of the Deposit, it being understood and agreed that if the transaction contemplated under this Agreement closes, any interest earned on the Deposit shall be credited to the Purchase Price upon the Closing. Escrow Agent shall place the Deposit in an interest-bearing account consistent with the terms of this Agreement.

(b) The balance of the Purchase Price, plus or minus any prorations, credits, adjustments, costs and apportionments set forth in this Agreement, shall be remitted to Escrow Agent by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Escrow Agent no later than (1) business day prior to the Closing Date. The balance of the Purchase Price due to Seller (after the prorations, credits, adjustments, costs and apportionments set forth in this Agreement have been applied per the settlement statement agreed to by the parties) shall be remitted to Seller on the Closing Date by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller to Escrow Agent no later than one (1) business day prior to the Closing Date.

ARTICLE IV CLOSING

Section 4.01 Closing Date. The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place within thirty (30) days after the later to occur of the following events, provided that all conditions to Closing have been met (or waived) by the applicable party): (a) the expiration of the Due Diligence Period; (b) Seller’s completion of the Required Remediation and Demolition Work reflected in Exhibit E as Pre-Closing obligations; and (c) the availability and provision to Purchaser of the TIF Revenue Proceeds or any other grant or third-party proceeds to fund the cost of acquisition of the Property (the “**Closing Date**”) through an escrow closing with the Title Insurance Company. Purchaser and Seller both acknowledge and agree that **TIME SHALL BE OF THE ESSENCE** with respect to the performance by each party of its obligations to consummate the transaction contemplated in this Agreement on the Closing Date. Notwithstanding the foregoing, Purchaser may waive, at its option, satisfaction of any or all of the foregoing specific conditions in (a), (b) or (c) and elect to close at an earlier date upon not less than twenty (20) days prior written notice to Seller. Additionally, that if a Closing has not occurred within 12 months from the Effective Date either the Purchaser or the Seller has the absolute right to terminate this Agreement.

Section 4.02 Seller’s Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to Purchaser, the following executed, certified, and acknowledged by Seller, as appropriate:

(a) A limited warranty deed executed with the appropriate acknowledgement form and otherwise in proper form for recording so as to convey title to the Property as required by this Agreement (the “**Deed**”) in substantially the form attached hereto as Exhibit D executed by Seller. The Closing of the transaction contemplated by this Agreement and the recording of the Deed shall be deemed the full performance and discharge of every obligation on the part of the parties hereto to be performed pursuant to this Agreement before the Closing, except those obligations of the parties that are expressly stated in this Agreement to survive the Closing.

(b) State and any county and municipal transfer tax declarations that are required in connection with the conveyance and transfer of the Property contemplated hereby (unless exempt), in the form(s) prescribed by the applicable governmental authority (individually, a “**Transfer Tax Document**” and collectively the “**Transfer Tax Documents**”) executed by Seller if the Seller’s signature is required unless the Transfer Tax Document is filed electronically.

(c) A certification that Seller is not a “foreign person” as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder, which certification shall be signed under penalty of perjury.

(d) Originals, or copies certified by Seller as being complete, of all applicable bills, invoices, and other items that shall be apportioned as of the Closing Date.

(e) An Officer’s Certificate from a duly authorized officer or representative of the Seller authorizing the transaction contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(f) A Closing settlement statement prepared by the Escrow Agent reflecting the prorations and adjustments required under this Agreement and the balance of the Purchase Price due Seller.

(g) All keys and access codes to any portion of the Property, to the extent in Seller’s possession or control or that of its agents.

(h) An affidavit from Seller in such form and content as may be reasonably necessary to enable the Title Insurance Company to delete the standard exceptions listed in the Title Commitment from the Owner’s Policy.

(i) All other documents reasonably necessary or otherwise required by the Escrow Agent and Title Insurance Company to consummate the transaction contemplated by this Agreement.

Section 4.03 Purchaser’s Closing Deliverables. At the Closing, Purchaser shall deliver or cause to be delivered to Seller, the following executed, certified, and acknowledged by Purchaser, as appropriate:

(a) The balance of the Purchase Price provided from the TIF Revenue Proceeds or other third-party proceeds, as set forth in Section 3.01(b).

(b) The parties acknowledge that, pursuant to Ohio law, no transfer tax or conveyance fee applies to the transaction which is the subject of this Agreement due to the Purchaser being a political subdivision of the State of Ohio.

(c) A resolution, ordinance and consent of the Purchaser, as applicable, authorizing the transaction contemplated hereby in a form reasonably satisfactory to Seller and the execution and delivery of the documents required to be executed and delivered hereunder.

(d) All other documents reasonably necessary or otherwise required by the Escrow Agent and Title Insurance Company to consummate the transaction contemplated by this Agreement.

Section 4.04 Closing Costs.

(a) Seller shall pay:

(i) the commission owed to the Broker, if any, pursuant to Article XIV of this Agreement;

(ii) the cost of paying off and discharging or obtaining releases for any mortgages, mechanics and materialmen's liens, or similar monetary liens which are a lien against the Property and all recording fees for the release of said liens on the Property, including (without limitation) Monetary Liens (as defined in Section 5.02(g)), as required pursuant to the terms of this Agreement;

(iii) one-half of the cost of title search and issuance of the Title Commitment, and one-half of the base premium cost for the Owner's Policy, including the removal of the standard exceptions and, in addition thereto, the full cost of the premium for any endorsements to the Owner's Policy required to remove any exception to the Title Commitment and/or Title Policy that Seller has agreed, pursuant to Section 5.02(g) of this Agreement or otherwise, to cure and which cure will be effected by such endorsement;

(iv) one-half of the Escrow Agent's fee; and

(v) one-half State of Ohio and county transfer taxes and conveyance fees, if any.

(b) Purchaser shall pay:

(i) one-half of the cost of title search and issuance of the Title Commitment, and one-half of the base premium cost for Owner's Policy, including the removal of the standard exceptions;

(ii) the cost of any endorsements to the Owner's Policy requested by Purchaser;

(iii) the costs related to any survey or survey update (if any) obtained by Purchaser;

(iv) one-half the cost of State of Ohio and county transfer taxes and conveyance fees, if any;

(v) one-half of the Escrow Agent's fees; and

(vi) all costs related to the recording fees payable in connection with the recording of the Deed and Purchaser's lender's security instruments, if any.

Section 4.05 Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date by the Title Insurance Company, unless expressly provided for otherwise:

(a) Real estate taxes shall be prorated, such that credits and charges for the Closing Date and all days preceding the Closing Date shall be allocated to Seller, and credits and charges for all days after the Closing Date shall be allocated to Purchaser. If the Property shall be, or has been, affected by

any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then a charge or lien, or has already been paid, then at the Closing, such amounts shall be paid or apportioned, as the case may be in the following manner:

- (i) any such assessments or installments, or portion thereof, payable on or after the Closing Date shall be the responsibility of Purchaser; and
- (ii) any such assessments or installments, or portion thereof, payable prior to the Closing Date shall be the responsibility of Seller.

The proration of such real estate taxes and assessments shall be based on a 365-day year and on the most recently available tax rates and valuations. The obligations contained in this Section 4.05(a) shall survive the Closing and shall not be merged into the Deed.

(b) All water and sewer charges based on the fiscal year for which they are assessed, unless the meters are read on the date immediately preceding the Closing Date.

(c) All other items customarily apportioned in connection with sales of property substantially similar to the Property in the City of Avon Lake, County of Lorain and State of Ohio.

Section 4.06 Closing Conditions.

(a) In addition to any other conditions to Purchaser's obligation to acquire the Property as set forth herein or in the IDA, the obligations of Purchaser hereunder are also subject to the following conditions, any of which may be waived by Purchaser in writing or which shall be deemed waived if Purchaser shall close the purchase of the Property without satisfaction of any of the following:

(i) The representations and warranties of Seller set forth in Section 7.01 shall be true and correct in all material respects on the Closing Date as confirmed in certificate executed by Seller and dated as of the date of Closing certifying the same.

(ii) Purchaser being satisfied with the results of its due diligence investigations, as evidenced by failure to Purchase to terminate this Agreement as provided in Section 6.01 hereof.

(iii) All obligations of Seller hereunder to be performed at or prior to the Closing Date have been performed as of the Closing Date.

(iv) The Purchaser shall endeavor to create one or more ordinances pursuant to Ohio Revised Code Section 5709.40 *et seq.* (the "**TIF Ordinance**") during the Due Diligence Period to facilitate the Purchaser's receipt of the TIF Revenue Proceeds to pay: (a) the Purchase Price for the Property; (b) all associated Closing and other costs identified in this Agreement, including, but not limited to, \$15,000,000 for park improvements and other costs, as identified in Sections 4 and 5 of the IDA; and (c) an amount necessary to perform designated TIF funded activities identified on Exhibit E hereto as post-closing actions, as determined by Purchaser, in Purchaser's sole but reasonable discretion, based on independent bids procured by Purchaser (Subsection (c) hereafter referred to as the "**Post-Closing Actions**").

(v) Purchaser's receipt of the NFA Letter for the Property, as defined in Section 6.02 of this Agreement.

(vi) Purchaser's receipt of a Certificate of Insurance naming Purchaser as an additional Named insured on Seller's existing \$15 million Pollution Legal Liability environmental insurance policy effective 4/6/2022 (the "**PLL Policy**").

(vii) Purchaser's receipt of an executed Bike Path Easement (Exhibit I) acceptable to both parties for recording.

(b) In addition to any other conditions to Seller's obligation to sell the Property as set forth herein or in the IDA, the obligations of Seller hereunder are subject to the following conditions, any of which may be waived by Seller in writing or which shall be deemed waived if Seller shall close the sale of the Property without satisfaction of any of the following:

(i) The representations and warranties of Purchaser as set forth in Section 7.03 shall be true and correct in all material respects on the Closing Date as confirmed in certificate executed by Purchaser and dated as of the date of Closing certifying the same;

(ii) All obligations of Purchaser hereunder to be performed at or prior to the Closing Date have been performed as of the Closing Date; and

(iii) Seller's receipt of an executed Access and Construction Easement for Submerged Land Lease (Exhibit G) and Access Easement for Stack 7 (Exhibit H) acceptable to both parties for recording.

Section 4.07 Miscellaneous. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing may be paid at the Closing by delivery of personal or business checks. Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of Section 4.06 and Section 4.07 shall survive the Closing.

ARTICLE V TITLE

Section 5.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject to the Permitted Exceptions.

Section 5.02 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, free and clear of all liens and encumbrances, free of the possession of the Property (or any portion thereof by any other person or entity, and subject only to the following matters which shall be considered **Permitted Exceptions** in addition to those matters set forth in Section 5.02 (g):

(a) Any and all present and future zoning, building, environmental, and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

- (b) Any state of facts that an accurate survey of the Property would disclose.
- (c) All future liens for unpaid real estate taxes, assessments, and water and sewer charges that are not due and payable as of the Closing Date, subject to any apportionments as provided for in this Agreement.
- (d) Any lien or encumbrance arising out of the acts or omissions of the Purchaser.
- (e) The standard conditions and exceptions to title contained in the form of title policy or "marked-up" Title Commitment issued to Purchaser by the Title Insurance Company, except to the extent same are removed by the Title Company prior to Closing based upon the affidavit or affidavits to be provided by Seller to the Title Company pursuant to this Agreement.
- (f) Purchaser shall promptly order a commitment for an ALTA owner's title insurance policy from the Title Insurance Company in the amount of the Purchase Price setting forth the state of title to the Property on or after the date of this Agreement showing Seller as the record owner with Purchaser as the proposed insured, together with true, legible (to the extent available) and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "**Title Commitment**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently. Upon receipt of the Title Commitment, Seller shall, at its cost, order a survey of the Property certified to Seller, Purchaser and the Title Insurance Company sufficient to allow the Title Insurance Company to delete the relevant standard exceptions to coverage (the "**Survey**").
- (g) Purchaser or Purchaser's attorney shall deliver to Seller, and Seller's attorney, in writing ("**Title Objection Notice**"), any objections to the exceptions to title and/or survey set forth in the Title Commitment and Survey (collectively, "**Title and Survey Defects**"), by no later than 11:59 pm (Central Time) on the date that is thirty (30) days after Purchaser's receipt of the Title Commitment and the Survey ("**Title Objection Date**"). Notwithstanding anything herein to the contrary, Seller shall be required to discharge, at Seller's sole cost and expense, at or prior to the Closing, all mortgages, financing statements and other instruments evidencing or securing the repayment of debt, judgment liens and other liens of a liquidated amount evidencing a monetary obligation (excluding liens for general real estate taxes not due and payable) (all of the foregoing hereinafter collectively referred to as "**Monetary Liens**"). If, after giving the initial Title Objection Notice to Seller and Seller's attorney, Purchaser receives any amendment or update to the Title Commitment or Survey showing any additional encumbrances on the Property which Purchaser claims are not Permitted Exceptions, such encumbrances also shall be Title and Survey Defects, Purchaser shall give written notice thereof to Seller within fifteen (15) days after the date Purchaser receives such amendment or update and any update to the Survey reflecting such additional encumbrances, and such notice shall also be a Title Objection Notice and Purchaser shall be deemed to have unconditionally waived any such matters which it fails to give such notice to Seller within fifteen (15) days after the date Purchaser receives same. Seller may, within fifteen (15) days after receiving a Title Objection Notice from Purchaser, take such steps as are necessary to secure the removal of the Title and Survey Defects (or, if the Title and Survey Defects are not readily curable within said fifteen (15) day period, then Seller may have such additional time as Purchaser may permit in writing, in which case the Closing shall be extended as necessary). In the alternative, Seller may elect not to cure the Title and Survey Defects within the time period specified in the preceding sentence. If Seller elects not to cure the Title and Survey Defects within the specified time period, then Purchaser may elect to terminate this Agreement upon written notice to Seller, in which case the Deposit shall be refunded to Purchaser and neither Purchaser nor Seller shall have any further

rights, duties or obligations hereunder (except as to the payment of expenses as set forth herein). Any title encumbrances or exceptions set forth in the Title Commitment, to which Purchaser does not object within the period of time set forth herein for review, and any Title and Survey Defects which Seller elects not to cure and Purchaser accepts, shall be deemed to be permitted exceptions to the status of Seller's title for purposes of this Agreement (the "**Permitted Exceptions**"). Neither Monetary Liens nor any leases shall be Permitted Encumbrances. Each of Purchaser and Seller acknowledges and agrees that **TIME IS OF THE ESSENCE** with respect to all time periods relating to their obligations set forth in this Agreement.

(h) **Title Insurance.** The consummation of the Closing shall be conditioned upon the issuance to Purchaser by the Title Company of an Owner's Policy of Title Insurance (ALTA Form 2006), together with endorsements reasonably requested and paid for by Purchaser (the "**Owner's Policy**") in the amount of the Purchase Price, insuring good and marketable fee simple title to the Property in Purchaser, with extended coverage over the general exceptions customarily set forth in Schedule B, subject only to the Permitted Exceptions, and containing endorsements insuring that the legal description contained in the Title Commitment describes the Property and such other matters as may be specified by Purchaser.

ARTICLE VI DUE DILIGENCE AND REMEDIATION

Section 6.01 Due Diligence Period. Within three (3) days following execution of the LOI, Seller was to provide Purchaser with copies of (or electronic access to) all information in Seller's possession or control pertaining to the Property, including all drawings, materials, assessments, analyses, title information, zoning, geotechnical analysis, shoreline analysis, energy and regulation evaluations, utility maps, covenants, conditions and restrictions ("**CCR**"), related workplans and reports, consent orders, other orders with ongoing obligations, site plans, architectural drawings, construction drawings and/or as built drawings and other professional work needed by Purchaser and in Seller's possession regarding the Property including, without limitation, soil and groundwater sampling results, environmental assessments, summaries of environmental liability, permits governing environmental issues and any information commonly associated with environmental matters (collectively "**Feasibility Materials**"). Following execution of this Agreement and receipt from Seller of the Feasibility Materials, Purchaser has commenced inspections of the Property and during the period commencing on the Effective Date of this Agreement and ending seven (7) days following the Purchaser's receipt of the NFA Letter, (as defined below) (the "**Due Diligence Period**"), Purchaser, its agents, contractors, engineers and surveyors shall have the right at any time and from time to time to enter upon the Property to conduct and make any and all examinations, surveys, inspections and investigations of or concerning the Property as Purchaser deems necessary to determine the feasibility of the Property for Purchaser's intended use including, without limitation, but subject to Seller's reasonable review, comment and oversight, soil borings, test pits, monitoring wells, water pressure tests, surveys and other investigations and observation of Seller's Required Remediation and Demolition Work (as defined herein). In addition, Purchaser shall determine that the Property is satisfactory for Purchaser's intended use as a public park without regard to zoning, permitting, land development and municipal, county and State requirements and Seller authorizes Purchaser to make applications for municipal approvals and other regulatory approvals as necessary for Purchaser's proposed development and use of the Property, including the formation and monetization of the TIF. Seller shall make a knowledgeable representative of Seller reasonably available to discuss any of Purchaser's inspections. Purchaser shall be responsible for repairing any damage to the Property resulting from Purchaser's inspections. Purchaser acknowledges and agrees that any such inspections conducted by Purchaser or Purchaser's agents and representatives shall be solely at the risk of Purchaser. Purchaser's agents performing intrusive testing on the Property shall provide

certificates of insurance coverage to Seller in the minimum amount of \$1,000,000 for commercial liability, professional errors and omissions, automotive liability, and pollution liability. All of the obligations of Purchaser under this Section 6.01 shall survive Closing or the termination of this Agreement. In the event Purchaser, in Purchaser's sole discretion, shall be dissatisfied with the results of its inspections and investigations of the Property and notifies Seller in writing on or prior to the date of expiration of the Due Diligence Period that Purchaser has decided not to proceed with the transaction described herein, Purchaser shall be entitled to a refund of the Deposit and this Agreement shall be null and void and of no further force effect, and neither party shall have any further liability or obligations to the other party, except for any obligations of Purchaser or Seller which survive the Closing or termination of this Agreement.

In the event Purchaser shall fail to exercise its right to terminate this Agreement on or prior to the expiration of the Due Diligence Period, then Purchaser shall be deemed to have waived its right to terminate this Agreement, shall accept the results of its inspections and investigations of the Property and shall proceed to close the transaction contemplated herein based on this provision.

Section 6.02 Required Remediation and Demolition Work. Attached hereto as Exhibit E is a written plan, as agreed by the parties, including a narrative, for the remediation, demolition and any other site work currently underway at the Property or to be completed on the Property either before or after Closing, along with a list of the structures yet to be demolished, an overview of the progress against schedule to date, highlighting key areas of delays (if any) encountered to date, as well as the latest estimates on the completion of the work schedule of required remediation and demolition work ("**Seller's Required Remediation and Demolition Work**"). which shall be Seller's responsibility. Subject to the availability of TIF funds, any Seller's Required Remediation and Demolition Work that has not been completed as of the Closing shall be completed as soon as possible by Seller following the Closing as indicated on Exhibit E ("**Post-Closing Required Remediation and Demolition Work**"). For avoidance of doubt, the Seller's Required Remediation and Demolition Work shall include and be subject to the following: (a) Pre-closing, Seller agrees to remediate the Property to applicable standards for the Property's intended use as a park open to the public for safe recreational use in accordance with the requirements of the Ohio Voluntary Action Program, Ohio Revised Code Chapter 3746, *et seq.*, including all applicable regulations thereunder (collectively the "**Ohio VAP**") and in accordance with the plans attached hereto as Exhibit E to this Agreement (the "**Remediation and Demolition Plans**"); (b) Purchaser acknowledges that the Remediation and Demolition Plans may provide for the placement of clean fill in certain areas of the Property after Closing, to be paid with available TIF funds; (c) Prior to Closing, Seller's and Purchaser's environmental consultants shall collaborate regarding the completion of environmental investigations of the Property; (d) Prior to conveyance of the Property to Purchaser (or if Purchaser so desires, to the Lorain County Metroparks), Seller shall perform environmental assessments and remediation activities, including a property-specific risk assessment, necessary to enable an Ohio VAP Certified Professional selected by Purchaser ("**Purchaser's Certified Professional**") to issue a No Further Action Letter for the Property (the "**NFA Letter**") which costs shall be reimbursable to Seller as a TIF funded task, consistent with the Remediation and Demolition Plans (which may provide for the placement of clean fill to achieve the relevant direct contact point of compliance under the Ohio VAP as a post-Closing obligation); (e) Purchaser's Certified Professional will collaborate, in good faith, with any Ohio VAP Certified Professional representing Seller, to confirm that the Property has been investigated and remediated to achieve applicable standards under the Ohio VAP for safe recreational use of the Property as a park open to the public as provided in the Remediation and Demolition Plans and as agreed and confirmed by the Ohio Environmental Protection Agency ("**Ohio EPA**"), pursuant to technical assistance under the Ohio VAP ("**Technical Assistance**"); (f) Pursuant to and in accordance with the "Budget" as defined in the IDA, Seller will pay all reasonable costs for Purchaser's Certified Professional in connection with the NFA Letter and for Technical Assistance within thirty (30) days of any invoice therefore

presented to Seller, which costs shall be reimbursable to Seller through available TIF funds; and (g) At Purchaser's option and at Purchaser's cost through the use of TIF funds, Purchaser may request the Purchaser's Certified Professional to submit the NFA Letter for a Covenant Not to Sue under the Ohio VAP from the Director of the Ohio EPA (a "CNS") provided, however, the issuance of a CNS shall not be a condition of the Closing for the Property to be acquired by Purchaser. Seller and Purchaser shall collaborate to include adequate budgets and funding in any TIF legislation for Purchaser's project, reasonably acceptable to Seller and Purchaser, to perform any post-Closing activities identified in the Remediation and Demolition Plans. Subject to the foregoing provisions, Seller shall use best efforts and weather permitting, to complete the Seller's Required Pre-Closing Remediation and Demolition Work on or before December 31, 2025, excluding any work scope being performed so the Purchaser can obtain the NFA, subject to *force majeure* and other delays beyond Seller's reasonable control and, upon completion, shall provide a legal survey of the Property reasonably acceptable to Purchaser. Purchaser and Seller have entered into a separate agreement following execution of the Letter of Intent attached to the IDA setting forth which physical structures will remain on the Property including, but not limited to, utility connections and service infrastructure, lakefront water intake structures and temporary storm water protection facilities. Seller does not guarantee that such structures shall remain intact following completion of the Seller's Required Remediation and Demolition Work. Nothing in this Agreement would restrict Purchaser from making property improvements to a higher standard of cleanup after Closing using available TIF or alternate funding sources. If such higher cleanup standard is desired after Closing, TIF funds or brownfield grant funds would cover this cost increment to meet residential cleanup standards.

ARTICLE VII REPRESENTATIONS AND WARRANTIES

Section 7.01 Seller's Representations and Warranties. Seller represents and warrants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date as set forth in this Section 7.01:

- (a) Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Ohio.
- (b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date:
 - (i) do not violate the formation documents of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and
 - (ii) have been duly authorized by the consent of the members of Seller and the appropriate and necessary action has been taken by the authorized representatives on the part of Seller. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.
- (c) Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code or any regulations promulgated thereunder, as amended.
- (d) To Seller's actual knowledge, there is no pending or threatened litigation or condemnation action against the Property or against Seller with respect to the Property as of the date of this Agreement.
- (e) Seller has not entered into any service or equipment leasing contracts relating to the Property that shall survive the Closing hereunder. There are no contracts or agreements of any kind

pertaining to the Property including, without limitation, any of the same in connection with the maintenance, service, ownership and/or operation of the Property which will survive the Closing.

(f) Seller is not, and will not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(g) There is no option to purchase, right of first refusal to purchase or agreement of any kind for the sale and purchase of the Property, or any portion thereof, to any person or entity.

(h) To the best of Seller's knowledge, except as disclosed in environmental reports delivered to Purchaser and the Required Remediation and Demolition Work, no leak, spill, discharge, emission or disposal of Hazardous Materials (as such term is hereinafter defined) has occurred on, beneath or about the Property, and the soil, groundwater and soil vapor on or under the Property is free of Hazardous Materials as of the date hereof. Seller has not received any written notice from any governmental agency or any other person or entity advising it that a breach of any Environmental Laws (as such term is hereinafter defined) may have occurred or that Seller may be responsible for any costs, fees, damages or expenses related to a release or disposal of Hazardous Materials on the Property. To the best of Seller's knowledge and except as disclosed in environmental reports delivered to Purchaser and the Required Remediation and Demolition Work, there are no known, nor have there been any Hazardous Materials generated, transported, released, stored, buried or deposited over, beneath, in, on or about the Property from any source whatsoever, and no leak, spill, discharge, emission or disposal of Hazardous Materials has occurred on the Property. The term "**Hazardous Materials**" as used in this Agreement shall mean "hazardous substances," "hazardous materials," "pollutants," "contaminants," or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 2601, *et seq.*; "hazardous chemicals" as defined under OSHA's hazard communication standard, 29 C.F.R. Section 1910.1200; and those substances defined as "hazardous wastes" or as "hazardous substances" under the laws of the State of Ohio, including, but not limited to the Ohio VAP, and in the regulations adopted, published and/or promulgated pursuant to such laws or in substitution or amendment of such laws, and shall include asbestos, lead and petroleum, including any fraction thereof. The term "**Environmental Laws**" shall include any federal, state, county or local law, ordinance, statute, rule or regulation relating to the following: air; water; the production, generation, release, storage, labeling or disposition of Hazardous Materials; or the protection of human health, safety or the environment.

(i) As provided in Exhibit E hereto, following completion of Seller's Required Remediation and Demolition Work, Seller represents, warrants and covenants there will be no remaining financial or environmental liabilities associated with the work performed as part of the Seller's Required Remediation and Demolition Work.

(j) Seller shall complete, at its own cost, the shutdown and full decommissioning of the coal power plant and associated infrastructures and all of the Seller's Required Remediation and Demolition Work on the Property at Seller's sole cost and expense, except as specifically provided in this Agreement.

(k) That no labor, materials or services have been furnished by or at the direction of a Seller or Seller's licensees, employees or agents, on or about the Property, which have not been paid for in full, and no mechanic's or materialmen's liens or claims might arise on account thereof. Seller shall pay or perform when due any and all liabilities and obligations of Seller arising out of or in connection with the ownership, operation and maintenance of the Property prior to Closing.

Section 7.02 Survival and Seller Indemnification. Seller's representations, warranties and covenants made in this Agreement shall be remade by Seller as of the Closing and shall survive the Closing for a period of eighteen (18) months after all of Seller's Required Remediation and Demolition Work on the Property has been completed, to the sole but reasonable satisfaction of the Purchaser (the "**Indemnity Time Limit**"). Seller shall deliver to Purchaser all notices and additional information and documentation that Seller hereafter obtains or becomes aware of that would cause any of Seller's representations contained in this Agreement to be untrue on the Closing Date. Subject to the Indemnity Time Limit, Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns, harmless from any and all loss, liability, damage, cost or expense, including reasonable attorneys' fees, experts' fees and court costs, that Purchaser incurs because of the breach of any of the Seller's covenants, representations and/or warranties as set forth in this Agreement, including, without limitation, as set forth above in Section 7.01, whether such breach is discovered before or after the Closing. Notwithstanding the foregoing, as used herein (a) the term "Seller's knowledge" or "to the best of Seller's knowledge" or words of similar import and interpretation shall mean and be limited to the actual present knowledge of Seller's authorized representative, Mr. Scott Reschly. Charah Environmental Redevelopment Group, LLC ("Charah"), Seller's parent company, agrees to guarantee the performance of Seller's indemnification obligations contained in this Section 7.02, which shall survive during the Indemnity Time Limit or such longer period in the event Purchaser files a claim for indemnification which has not been fully resolved by the Parties within that Indemnity Time Limit. Seller must demonstrate to Purchaser that Charah has adequate financial resources to support the indemnification obligations of this Section 7.02 to Purchaser before the Closing, to Purchaser's sole satisfaction. Seller represents, warrants and covenants that Charah's financial net worth to support this indemnification obligation shall not be less than Two Million Dollars (\$2,000,000) during the Indemnity Time Limit. The provisions of Section 7.02 shall survive the Closing.

Section 7.03 Purchaser's Acknowledgements. Purchaser hereby acknowledges and confirms to Seller on and as of the date of this Agreement and on and as of the Closing Date as set forth in this Section 7.03:

(a) Purchaser is validly existing and authorized political subdivision of the State of Ohio.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the power and authority of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the resolution, ordinance or other official action adopted by Purchaser and the appropriate and necessary action has been taken on the part of Purchaser. This Agreement is valid and binding upon Purchaser.

(c) Purchaser has not violated any contract, agreement, or other instrument to which Purchaser is a party nor any judicial order, judgment, or decree to which Purchaser is bound, by: (i) entering into this Agreement; (ii) executing any of the documents Purchaser is obligated to execute and

deliver on the Closing Date; or (iii) performing any of its duties or obligations under this Agreement or otherwise necessary to consummate the transactions contemplated by this Agreement.

(d) Except as disclosed to Seller on Exhibit F hereto, there are no actions, lawsuits, litigation, or proceedings pending or threatened in any court, or before any governmental or regulatory agency that affect Purchaser's power or authority to enter into or perform this Agreement.

(e) Except for the express representations, warranties and covenants of Seller found in Section 7.01, the obligations of Seller with respect to the Required Remediation and Demolition Work and the Post-Closing Remediation and Demolition Work and as otherwise specifically provided in this Agreement, Purchaser acknowledges that it is acquiring the Property on an "**AS-IS, WHERE IS**" basis, without any representation or warranty of any kind or nature whatsoever, express or implied with respect to the Property or any other matters except as expressly set forth herein, and Purchaser acknowledges that no such representations, warranties or covenants have been made except as set forth in writing herein.

Purchaser's acknowledgement and confirmation of the foregoing matters shall be remade by Purchaser as of the Closing and shall survive the Closing. Purchaser shall deliver to Seller all notices and additional information and documentation that Purchaser hereafter obtains or becomes aware of that would cause any of Purchaser's covenants, acknowledgements and confirmations contained in this Agreement to be untrue on the Closing Date. Purchaser shall be liable and responsible for any and all reasonable loss, liability, damage, cost or expense, including reasonable attorneys' fees and court costs, that Seller incurs because of the breach of any of the Purchaser's covenants, acknowledgements and confirmations as set forth in this Agreement, including, without limitation, as set forth above in this Section 7.03, whether such breach is discovered before or after the Closing.

ARTICLE VIII MAINTENANCE AND REPAIRS

Section 8.01 Maintenance and Repairs. Seller shall cause the Property, and the Improvements, to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business, subject to the Required Remediation and Demolition Work to be undertaken by Seller hereunder.

ARTICLE IX RISK OF LOSS

Section 9.01 Risk of Loss. Risk of loss to the Property from fire or other casualty shall be borne by Seller until the Closing, provided that if any part of the Property is substantially damaged or destroyed by fire or other casualty prior to the Closing, Seller shall immediately notify Purchaser of the same in writing and then Purchaser may: (a) elect to proceed with this transaction, in which event Purchaser shall be entitled to all insurance proceeds payable to Seller under any and all policies of insurance covering that part of the Property so damaged or destroyed; or (b) elect to terminate this Agreement, in which event both Purchaser and Seller shall be released from all further liability hereunder and the Deposit shall be promptly returned to Purchaser.

ARTICLE X NOTICES

Section 10.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, requests, consents, approvals, waivers or other communications (for purposes of this Section 10.01 collectively referred to as “**Notices**”) shall be in writing and delivered to Purchaser, Seller or Escrow Agent, at the addresses set forth in Section 10.02 below, by one the following methods:

(a) overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier;

(b) certified U.S. mail, postage prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service;

(c) email, whereby delivery is deemed to have occurred upon receipt, provided the notice is confirmed by one of the delivery methods identified in Section 10.01(a) or (b) above.

Section 10.02 Parties’ Addresses.

(a) Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Name: Avon Lake Environmental Redevelopment Group LLC
Address: 12601 Plantside
Louisville, KY 40299
Attention: Matthew Sutton
Email: msutton@charah.com

With a copy to:

Name: Rimôn, P.C.
Address: 980 N. Michigan Ave., Suite 1400.
Chicago, Illinois 60611
Attention: Robert H. Goldman, Esq.
Email: Robert.goldman@rimonlaw.com

If to Purchaser:

Name: City of Avon Lake
Address: 150 Belden Road
Avon Lake, Ohio 44012

Attention: Mark Spaetzel, Mayor; and Gary A. Ebert, Director of Law
Emails: Mspaetzel@avonlake.org; GAEBert@avonlake.org

With a copy to:

Name: Berns, Ockner & Greenbeger LLC
Address: 3201 Enterprise Parkway, Suite 220
Beachwood, Ohio 44122
Attention: Jordan Berns, Esq. And Majeed G. Makhoulf, Esq.
Emails: jberns@bernsokner.com; mmakhoulf@bernsokner.com

With a copy to:

Name: Todd S. Davis, Esq.
Address: 30799 Pinetree Road #209
Pepper Pike, Ohio 44124
Email: tdavis@hemispheredev.com

If to Escrow Agent:

Name: Erie Commercial Title
Address: 868 Corporate Way
Westlake, Ohio 44145
Attention: Jackie Shear
Email: jacquelineshear@ecommtitle.com

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE XI REMEDIES FOR FAILURE TO CLOSE

Section 11.01 Remedies for Failure to Close.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and Seller is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof and such failure continues for ten (10) days after receipt of written notice of such default from Seller (a "**Purchaser**

Default”), Seller’s sole and exclusive remedy shall be to retain the Deposit plus any accrued interest thereon, if any, as and for full and complete liquidated and agreed damages for Purchaser’s Default, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the observance or performance of any of the terms of this Agreement, and Purchaser is ready, willing, and able to close in accordance with the terms, provisions, and conditions of this Agreement and the Closing does not occur as a result thereof, and such failure continues for ten (10) days after receipt of written notice of such default from Purchaser (a “Seller Default”), Purchaser’s sole and exclusive remedy shall be to receive the Deposit plus any accrued interest thereon, if any, as and for full and complete liquidated and agreed damages for Seller’s Default, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH PURCHASER MAY SUFFER UPON A SELLER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT PURCHASER WOULD SUFFER UPON A SELLER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(c) The provisions of this Article shall survive the Closing or termination of this Agreement.

ARTICLE XII ESCROW

Section 12.01 Escrow Terms. Escrow Agent shall hold and disburse the Deposit in accordance with the following provisions:

(a) Escrow Agent shall have the right, but not the obligation, to invest the Deposit in savings accounts, treasury bills, certificates of deposits, and/or in other money market instruments approved by Seller, or in funds investing in any of the foregoing, and shall not be liable for any losses suffered in connection with any such investment.

(b) If the Closing occurs, then Escrow Agent shall deliver the Deposit to Seller via a wire transfer in accordance with the procedure set forth in Section 3.01(b) above.

(c) If for any reason the Closing does not occur and either party makes a written demand upon Escrow Agent for payment of the Deposit, Escrow Agent shall give written notice to the other party of such demand. If Escrow Agent does not receive a written objection from the other party to the proposed payment within five (5) days after the giving of such notice, Escrow Agent is hereby authorized to make such payment. If Escrow Agent does receive such written objection within such five (5)-day period or if for any other reason Escrow Agent in good faith shall elect not to make such payment,

Escrow Agent shall continue to hold such amount until otherwise directed by written instructions from the parties to this Agreement or a final judgment in court.

Section 12.02 Escrow Agent's Duties and Responsibilities.

(a) Escrow Agent has signed this Agreement for the sole purpose of agreeing to act as Escrow Agent in accordance with this Article. Escrow Agent shall have no duties or responsibilities except those set forth in this Agreement and Seller and Purchaser agree and acknowledge that Escrow Agent shall act hereunder as a depository only.

(b) Escrow Agent shall be protected in relying upon the accuracy, acting in reliance upon the contents, and assuming the genuineness of any notice, demand, certificate, signature, instrument, or other document that is given to Escrow Agent without verifying the truth or accuracy of any such notice, demand, certificate, signature, instrument, or other document.

(c) The parties acknowledge that Escrow Agent is acting solely as a stakeholder at their request and for their convenience, that the duties of the Escrow Agent hereunder are purely ministerial in nature and shall be expressly limited to the safekeeping and disposition of the Deposit in accordance with the provisions of this Agreement. Escrow Agent shall not be liable for any action taken or omitted by Escrow Agent in good faith and believed by Escrow Agent to be authorized or within its rights or powers conferred upon it by this Agreement, except for any damage caused by Escrow Agent's own gross negligence or willful default. Escrow Agent shall not have any liability or obligation for loss of all or any portion of the Deposit by reason of the insolvency or failure of the institution of depository with whom the escrow account is maintained. Upon the disbursement of the Deposit in accordance with this Agreement, Escrow Agent shall be relieved and released from any liability under this Agreement, except in connection with Escrow Agent's gross negligence or willful misconduct.

(d) In the event that a dispute shall arise in connection with this Agreement, or as to the rights of the parties in and to, or the disposition of, the Deposit, Escrow Agent shall have the right to: (i) hold and retain all or any part of the Deposit until such dispute is settled or finally determined by litigation, arbitration, or otherwise; (ii) deposit the Deposit in an appropriate court of law, following which Escrow Agent shall thereby and thereafter be relieved and released from any liability or obligation under this Agreement; (iii) institute an action in interpleader or other similar action permitted by stakeholders in Ohio; or (iv) interplead any of the parties in any action or proceeding which may be brought to determine the rights of the parties to all or any part of the Deposit.

(e) Escrow Agent has acknowledged agreement to these provisions by signing in the place indicated on the signature page of this Agreement.

Section 12.03 Survival. This Article shall survive the Closing or the termination of this Agreement.

ARTICLE XIII CONFIDENTIALITY

Section 13.01 Confidential Information. Except as provided herein, Purchaser agrees to maintain the confidentiality of the Feasibility Materials and not to disclose the same, except as may be required by applicable law, including, but not limited to, the Ohio Public Records Act and the Ohio Open Meetings Act. Purchaser agrees that it shall not disclose to any third-party, except Purchaser's agents, advisors, consultants and attorneys

which have agreed to maintain the confidentiality of any and all of trade secrets, confidential business information, which Seller identifies in writing as being “confidential” (collectively with the Feasibility Materials the “**Confidential Information**”); and Seller hereby certifies and warrants that it will only designate information which Seller reasonably believes properly qualifies as a trade secret under Ohio law and is exempt from disclosure under the Ohio Public Records Act as “Confidential Information” pursuant to this provision. Purchaser shall, upon a request by any third-party for any Confidential Information either under the Ohio Public Records Act (Ohio Revised Code Section 149.43 or its successor statute) or otherwise and, before disclosing any Confidential Information to any third-party shall immediately notify Seller and Seller shall be given sufficient time to take court action or otherwise prevent such disclosure. Seller shall fully defend Purchaser at Seller’s sole expense and Seller shall indemnify Purchaser for any and all liabilities, penalties and damages incurred by Purchaser for its non-disclosure of Confidential Information that is in violation of Ohio law. For purposes of clarity, this Agreement may be publicly disclosed by Purchaser as being negotiated by the parties pursuant to the IDA and IDA Letter of Intent and for purposes of seeking approval by the Avon Lake City Council. Additionally, the parties agree to identify a process for disclosing environmental information to the public in connection with the submittal of the NFA Letter as described in Section 6.02.

ARTICLE XIV BROKERS

Section 14.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about, this transaction other than Avison Young which shall be paid by Seller. Seller and Purchaser shall each indemnify, defend, and hold harmless the other from and against any claim of any other broker or other person for any brokerage commissions, finder’s fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through or on account of, any acts of the indemnifying party or its agents, employees, or representatives and from all reasonable losses, liabilities, costs, and expenses in connection with such claim, including without limitation, reasonable attorneys’ fees, court costs, and interest.

Section 14.02 Survival. The provisions of this Article XIV shall survive the Closing, or the termination of this Agreement prior to the Closing.

ARTICLE XV MISCELLANEOUS

Section 15.01 Governing Law; Venue. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Ohio. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction and the provision that is prohibited or unenforceable shall be reformed or modified to reflect the parties’ intent to the maximum extent permitted by applicable legal requirements. Venue for any dispute between the parties over or arising out of the terms of this Agreement will be the state or federal courts located in or serving Lorain County, Ohio.

Section 15.02 Merger; No Representations. This Agreement and the IDA, incorporated by reference as an Exhibit hereto, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full

investigation, no party relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 15.03 No Merger. Except as otherwise expressly set forth in this Agreement (including the survival periods set forth in Article VII) all warranties, representations, obligations, covenants and agreements contained herein shall survive the Closing in accordance with the terms and conditions set forth herein and shall not be merged with any instruments delivered by Seller to Purchaser at the Closing.

Section 15.04 Limitation of Personal Liability.

(a) No representative, officer, member, director, shareholder, agent or employee of Seller, nor any Seller Related Party, shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement or any amendment or amendments to any of the foregoing made at any time or times, heretofore and hereafter, and Purchaser and its successors and assigns and, without limitation all other persons and entities, shall look solely to Seller's assets for the payment of any claim or for any performance and Purchaser, on behalf of itself and its successors and assigns, hereby waives any and all such personal liability.

(b) No officials, trustees, officers, agents or employees of Purchaser, nor any Purchaser Related Party shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter.

Section 15.05 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a nonbusiness day, then such period (or date) shall be extended until the next succeeding business day. As used herein, the term "business day" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Ohio.

Section 15.06 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 15.07 No Recording. Neither this Agreement, nor any memorandum of this Agreement, shall be recorded. The recording of this Agreement, or any memorandum of this Agreement, by Purchaser shall constitute a material default and shall entitle Seller to retain the Deposit and any interest earned thereon.

Section 15.08 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Neither party may assign or otherwise transfer this Agreement, or any of its rights or obligations hereunder, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 15.09 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably

required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in Ohio and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 15.10 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 15.11 Time Is of the Essence. The parties hereto acknowledge and agree that TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of notices, the delivery of documents and the funding of money) required or permitted to be taken under this Agreement. Both parties agree to perform all obligations set forth in the Agreement in accordance with the schedules and deadlines set forth herein. Whenever action must be taken (including, without limitation, the giving of notice, the delivery of documents or the funding of money) under this Agreement, prior to the expiration of, by no later than or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 pm (Central Time) on such date, provided that such action must be completed by 11:59 pm (Central Time) with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents or the funding of money) under this Agreement prior to the expiration of, by no later than or on a particular date that is not a business day, then such date shall be extended until the immediately following business day.

Section 15.12 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 15.13 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 15.14 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 15.15 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 15.16 Parties Bound. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and permitted assigns. No provision of this Agreement is intended or shall be construed to confer upon any entity or person other than the parties hereto and their respective successors and permitted assigns any right, remedy or claim under or by reason of this Agreement or any part hereof.

Section 15.17 Electronic Execution. For purposes of executing this Agreement, a document signed and transmitted by electronic transmission shall be treated as an original document. The signature of any party thereon shall be considered an original signature and the document transmitted shall be considered to have the binding legal effect as if it were originally signed. At the request of either party, any document sent by electronic communication shall be re-executed in original form. No party hereto may raise the use of electronic

communication, or the fact that any signature was transmitted through the use of electronic communication as a defense to the enforcement of this Agreement or any amendment executed in compliance with this section.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

Director of Law
City of Avon Lake, Ohio

ESCROW AGENT:

Erie Commercial Title

By: _____
Jacqueline Shear
Commercial Escrow Officer

PURCHASER:

CITY OF AVON LAKE, OHIO

By: _____

Name: _____

Title: _____

SELLER:

AVON LAKE ENVIRONMENTAL
REDEVELOPMENT GROUP, LLC

By: _____

Name: _____

Title: _____

GUARANTOR:

CHARAH ENVIRONMENTAL
REDEVELOPMENT GROUP, LLC

By: _____

Name: _____

Title: _____

EXHIBITS A AND B

PLAT AND LEGAL DESCRIPTION

EXHIBIT C

INTERIM DEVELOPMENT AGREEMENT

EXHIBIT D

DEED

LIMITED WARRANTY DEED

_____ (“Grantor”), for One Dollar and other valuable consideration (\$1.00 and O.V.C.) paid, grant(s), with limited warranty covenants, to _____ (“Grantee”), whose tax-mailing address is _____, the following described real property:

See Exhibit A, attached hereto and incorporated by reference herein

Commonly known as:

Parcel Nos.:

Prior Instrument Reference: Vol. _____, page _____ of Lorain County, Ohio records.

Subject to (i) taxes and assessments, both general and special, which are not yet due and payable; (ii) restrictions, covenants, easements and reservations set forth on Exhibit B attached hereto and incorporated by reference herein; and (iii) all legal highways.

TO HAVE AND TO HOLD the above granted and bargained Premises unto the said Grantee, its successors and assigns, forever.

Witness my hand this _____ day of _____, 202__.

GRANTOR:

[GRANTOR NAME], a[n] [STATE OF ORGANIZATION] [ENTITY TYPE]

By: _____

Name:

Title:

STATE OF OHIO)
COUNTY OF [COUNTY NAME])

ss.

The foregoing instrument was acknowledged before me this [DAY] day of [MONTH], [YEAR], by [OFFICER OR AGENT NAME], [OFFICER OR AGENT TITLE] of [ENTITY NAME], a[n] [STATE OF ORGANIZATION] [ENTITY TYPE], on behalf of the [ENTITY TYPE].

Notary Public

Print Name: _____

Notary Expiration:

This instrument prepared by:

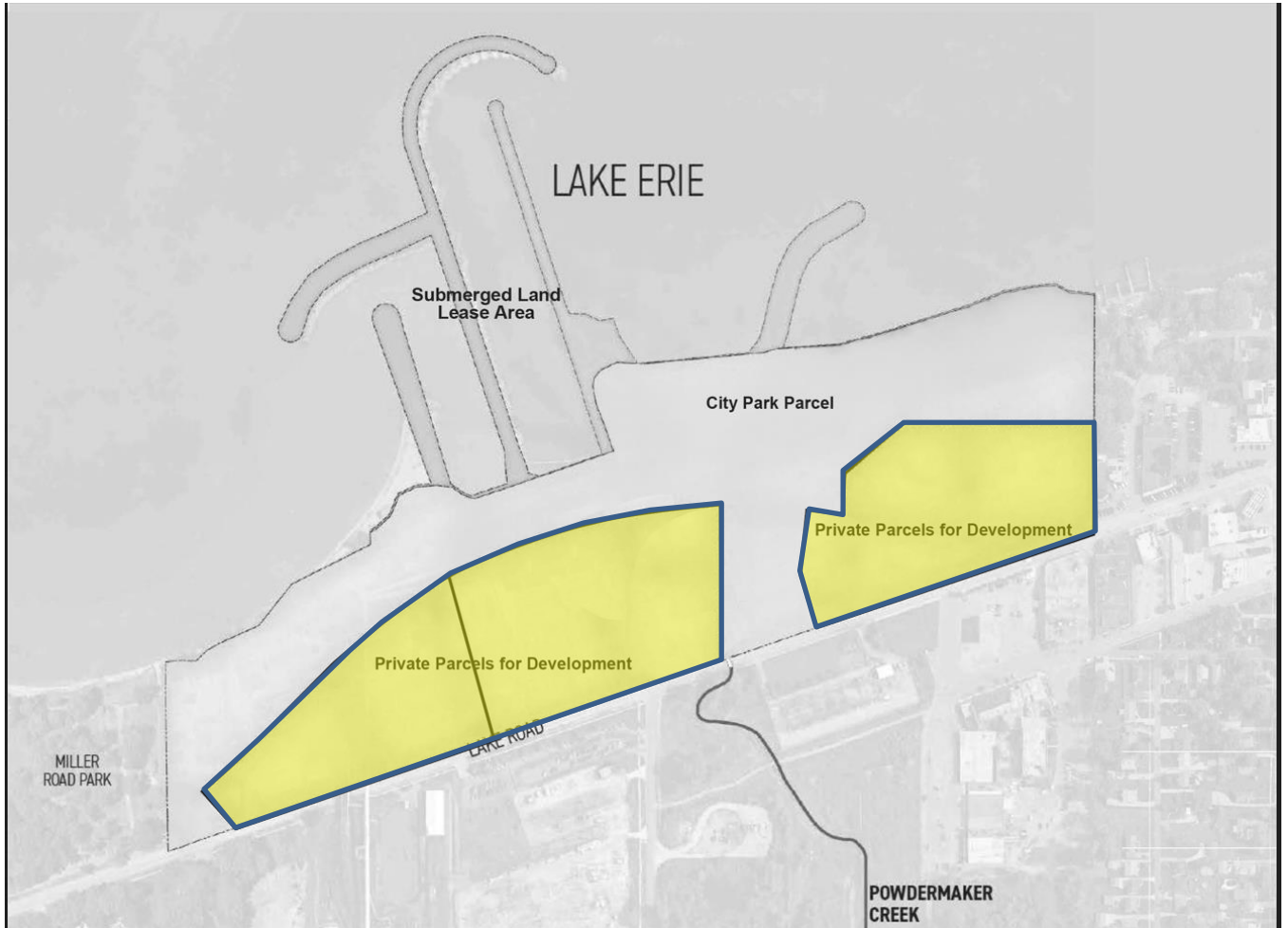
[PREPARER NAME]

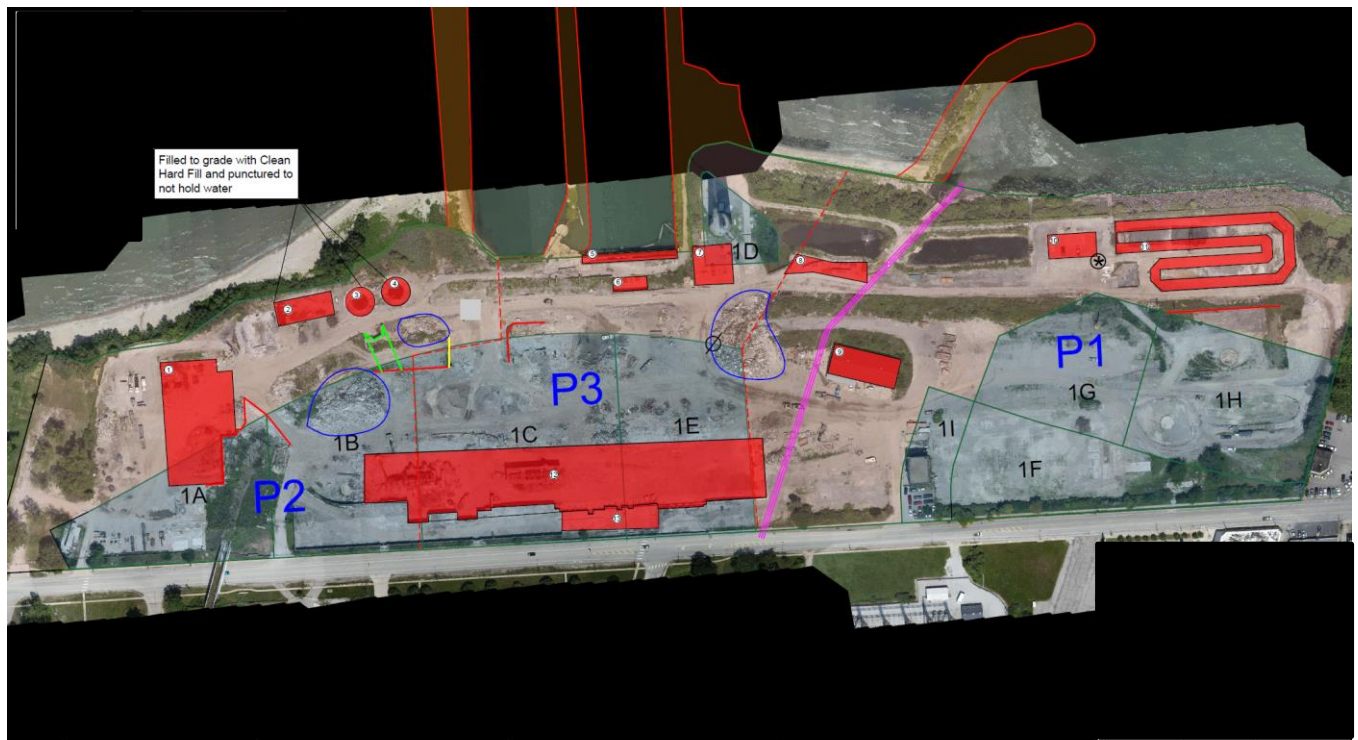
[ADDRESS]

[CITY], [STATE] [ZIP CODE]

EXHIBIT E

REMEDATION AND DEMOLITION PLANS





Date 1/16/2025 21-071	Building Slabs in Place Property Transfer	 Avon Lake ENVIRONMENTAL DEVELOPMENT GROUP, LLC.	<table><tr><th colspan="4">REVISIONS</th></tr><tr><th>No.</th><th>Date</th><th>Description</th><th>By</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>			REVISIONS				No.	Date	Description	By																	 N   Sump Removed  UST Removed  Concrete Stockpiles
REVISIONS																														
No.	Date	Description	By																											
G100	Plans Prepared For: ALERG 33570 Lake Rd., Avon Lake, OH, 44012	 the deigan group environmental managers/consultants 28635 N. Herby Dr. Unit 120 Lake Bluff, IL 60044 Approved By: GED Drawn By: CR																												

The "Property"	Description of Pre-Closing Seller Obligations	Description of Post-Closing Actions
1. Demolition	All buildings and structures on the Property shall be demolished and appropriately removed from the Property in accordance with applicable Environmental Laws. All above grade structures will be demolished to the top of the slab, except for the structures identified in red highlight as shown on Figure G-100. Slabs will remain in an "as-is" condition but be modified to not allow entrapment of water and to pass drainage. All protrusions will be cut to top of the land-grade slab. Crushed clean hard fill will be characterized to demonstrate that the processed material is not	The draft TIF Project Budget has line items for additional slab and foundation demolition and concrete crushing. Such work will be defined and performed by others (not Seller) based on future use plans, and location of private or public infrastructure of site development using TIF funds. Concrete stockpiles will remain on the Property until addressed through grading and park development work paid for by TIF funding as approved by Purchaser.

The "Property"	Description of Pre-Closing Seller Obligations	Description of Post-Closing Actions
	characteristically hazardous and either meets Property-specific standards under the Ohio VAP or required to be placed under an engineering control or within a risk mitigation plan area. Concrete stockpiles will remain as shown on Figure G-100. Concrete piers and columns will be removed to approximate adjoining land grade, except those areas shown on Figure G-100, which will be addressed with TIF funding as park land use/redevelopment becomes further defined. All Hazardous Materials, as defined in the Agreement, will be removed. Purchaser must approve the adequacy of TIF funding to address all Post-Closing Actions as a condition of Closing.	
2. Screen House/Formal Water Intake Building Demolition	The Former Water Intake Building shall be demolished as follows: 1. All asbestos and Hazardous Materials shall be removed. 2. The building shall be de-energized and all utilities cut/capped. 3. The floor openings and drain lines shall be covered by steel plating or plugged with flowable cement fill. 4. Building and interior structures taken down to top of slab. 5. The walkway grate and rails shall remain in place or a fence will be erected. 6. No in-water or underwater structures shall be removed. 7. The intake screens that are partially submerged will be removed. 8. Submerged structures and equipment will remain in their current, "as-is" condition to include pillow locks/gears that support the traveling intake	N/A

The "Property"	Description of Pre-Closing Seller Obligations	Description of Post-Closing Actions
	screens that are being removed, metal utility shed, boat davit, and a breakwater light. All water intakes were capped with a slurry-cement mixture to prevent water intrusion prior to demolition start. All Hazardous Materials, as defined in the Purchase Agreement, will be removed.	
3. Remediation of Property	The Property will be remediated by Seller to meet applicable standards under the Ohio VAP, for the Property's intended use as a public park, as provided in the Agreement. In connection therewith, the Seller and the Purchaser agree to approach certain remedial activities required as part of the "Seller's Required Remediation and Demolition Work," as more particularly described below. Notwithstanding the foregoing, the Purchaser's Certified Professional must be willing and able to issue the NFA Letter, as stated in the Agreement, to satisfy this condition. Seller understands that NFA may be issued without having placed clean cover soil prior to the Closing Date. For purposes of clarity, in the event of any conflict between the provisions of this "Remediation and Demolition Plans" attachment and the Agreement, the Agreement shall control. Purchaser must approve the adequacy of TIF funding to address all Post-Closing Actions as a condition of Closing.	The draft TIF Project Budget has line items for additional clean soil being placed to achieve applicable standards under the Ohio VAP, as defined in the Agreement, first using available grant funding, and second, utilizing available TIF funding. Such work will be defined and performed by others (not Seller) based on future use plans, and location of private or public infrastructure of site development using TIF funds as approved by Purchaser.
a. Former Wastewater Ponds	The former primary, secondary, and oily ponds will be dredged of any sediment/sludge and sidewall/bottom soils and such material will be removed for off-site disposal. Once sediment/sludge/sidewall/bottom soils removal is complete, pond bottom and sidewalls will meet Ohio VAP applicable standards, as defined in	The draft TIF Project Budget has line items for additional clean fill being placed in the former ponds. Such work will be defined and performed by others (not Seller) based on future use plans, and location of private or public infrastructure of site development using TIF funds as approved by Purchaser.

The "Property"	Description of Pre-Closing Seller Obligations	Description of Post-Closing Actions
	the Agreement. Concrete sidewalls of the Oily Pond will remain in place, sheet pile retaining walls of the ponds will be left in place.	
b. Powdermaker Creek Tunnel	Powdermaker Creek Tunnel will not be disturbed and will remain as a subsurface structure. Backfill soil may be placed and compacted on the structure as necessary to achieve applicable standards under the Ohio VAP as defined in the Agreement. All complete or partially complete exposure pathways associated with the Powdermaker Creek Tunnel will be subject to assessment to include: 1) upstream and downstream sediment and water quality sampling and analysis, 2) placement of borings/monitoring wells on each side of the tunnel to determine inflow or outflow to culvert and water quality for inflow conditions. At a minimum, exposure pathways include surface water and sediment to off-Property receptors (i.e., Aquatic Life, Recreational user, Drinking Water Intake from Lake Erie) and potential groundwater to surface water, including anthropogenic upstream watershed background water quality contributions to the Creek Tunnel. The condition of the Tunnel structure will need to be safely determined as part of the NFA schedule.	N/A
c. Abandoned in-place underground storage tanks	As shown on Figure G-100, a single 10,000 gallon abandoned in place former underground storage tank ("UST") has been removed. A former 2,800 gal. drainage sump abandoned in place has been removed. Phase II ESA investigation sampling and analysis will confirm no releases of Hazardous Materials, as defined in the Agreement, shall remain above applicable standards under the Ohio	N/A

The "Property"	Description of Pre-Closing Seller Obligations	Description of Post-Closing Actions
	VAP or other applicable laws and regulations.	
d. Graded Surface Conditions	Surface conditions will be left in one or more of the following conditions: 1) existing asphalt or concrete paving or surface slab and shown in Figure G-100 shall remain in place, 2) appropriately characterized crushed clean hard fill, 3) Soil stabilized with seeded vegetative cover when seasonal weather permits, or 4) surface aggregate. Grades will slope to the lower grades adjoining the perimeter fence along Lake Erie. No filling will take place in the regulated Lake Erie ordinary high-water mark ("OHWM"). Ponds will not be backfilled.	The Draft TIF Project Budget provides line items for cut and fill of the Property to address future Purchaser end use plans. Any grading will be conducted after the Closing as contracted by the Purchaser using TIF funding.
e. Direct Contact Soil Conditions	The upper 2-ft. Ohio VAP point of compliance soil will meet applicable standards as defined in the Agreement. Clean backfill soil will be placed and compacted as necessary to achieve the Ohio VAP 2-ft. point of compliance for direct contact post-Closing. For purposes of clarity, notwithstanding the 2-ft. point of compliance for direct contact, the entire Property will be evaluated through a Property-Specific Risk Assessment to demonstrate that applicable standards under the Ohio VAP have been achieved for the Property's intended use as a public park. Seller understands that NFA may be issued without having placed clean cover soil prior to the Closing Date.	The draft TIF Project Budget has line items for additional clean fill, that meets applicable standards under the Ohio VAP, being placed as part of a future park grading plan. Such work will be defined and performed by others (not Seller) based on future use plans, and location of private or public infrastructure of site development using TIF or grant funds as approved by Purchaser.
f. Uppermost Groundwater Quality Conditions	Groundwater monitoring wells installed by Seller's Phase II ESA work will be left in place as-is for Purchaser's use in obtaining a post-Closing Covenant Not To Sue ("CNS") under the Ohio VAP.	The cost for properly closing all groundwater monitoring wells in accordance with applicable Ohio laws and regulations shall be included in the TIF budget to be performed by Purchaser post-Closing utilizing TIF funding.

The "Property"	Description of Pre-Closing Seller Obligations	Description of Post-Closing Actions
g. Subsurface Free Product/ High Concentration Source Areas	Subsurface free product and high concentration source areas have not been encountered in site-wide Phase II investigations, to date. If or when encountered, potential contaminant source areas will be remediated to applicable standards under the Ohio VAP, as defined in the Agreement.	N/A
4. Stack 7 Security/Access Easement	Prior to closing and with approval from Purchaser that the fence installation will not impact public park grading work, Private Parcel 1D will be secured from adjoining Public Parcels with a visually acceptable 10-ft. high fence, reasonably approved by both parties. An access easement through the public park will be required.	N/A
5. Transformers and Utility Poles	At the present time there are no permanent utilities provided on the site. Temporary transformer and utility poles easements will be in place at time of Property Closing. Temporary or private utility lines provide electricity to the site and Stack 7 and the leases for Stack 7 provide the language to allow temporary easements for utilities to serve the site and for those easements to be relocated if/when permanent utility infrastructure is installed.	N/A
6. Perimeter Fence	The existing perimeter fence will be left in "as-is" existing condition. The brick wall along Lake Road will be removed. No demolition or remediation work will take place beyond the existing perimeter fence.	N/A

EXHIBIT F

PENDING LITIGATION

EXHIBIT G

ACCESS AND CONSTRUCTION EASEMENT FOR SUBMERGED LAND LEASE

(To be recorded by Seller as a Permitted Exception)

EXHIBIT H

ACCESS AND UTILITY EASEMENT FOR STACK 7

(To be recorded by Seller as a Permitted Exception)

EXHIBIT I

BIKE PATH EASEMENT

(To be recorded by Seller as a Permitted Exception)

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

WHEREAS, the Administration and Council have authorized Todd Davis, Esq., to represent the City in the Brownfield Redevelopment and the West End Redevelopment, including the property formerly known as the NRG Power Plant.

WHEREAS, Council authorized the continued legal services of Todd Davis, Esq., by Ordinance No. 24-161; and

WHEREAS, the City requires additional legal representation for the ongoing development of the Power Plant property to ensure compliance with all applicable laws, facilitate redevelopment agreements, and protect the City's interests.

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

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

Section No. 2: Council authorizes the appropriation of additional funds for continued legal services from Todd Davis, Esq., for an amount not to exceed \$50,000.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing legal counsel for Brownfield Redevelopment of the west end of the City, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE CREATING THE SANDRIDGE AND HARBOR CREST TAX INCREMENT FINANCING INCENTIVE DISTRICTS, DECLARING IMPROVEMENTS TO THE PARCELS WITHIN EACH INCENTIVE DISTRICT TO BE A PUBLIC PURPOSE AND EXEMPT FROM REAL PROPERTY TAXATION, REQUIRING THE OWNERS OF THOSE PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF THOSE SERVICE PAYMENTS, AUTHORIZING SCHOOL COMPENSATION PAYMENTS, SPECIFYING THE PUBLIC INFRASTRUCTURE IMPROVEMENTS THAT BENEFIT OR SERVE PARCELS IN THE INCENTIVE DISTRICT, AND DECLARING AN EMERGENCY.

WHEREAS, this Council desires to facilitate the development of certain public infrastructure relating to two residential subdivisions with approximately 101 single-family homes within the City (the “Project”); and

WHEREAS, this Council, pursuant to ORC Sections 5709.40, 5709.42 and 5709.43 (collectively, the “TIF Act”), is authorized to declare improvements to real property to be a public purpose, exempt those improvements from real property taxation, and require owners of the real property to make service payments in lieu of taxes in an amount equal to such exempted taxes and require the distribution of a portion of the service payments to the Avon Lake City School District and the Lorain County Joint Vocational School; and

WHEREAS, to facilitate the development of the Project and pay the associated costs of the necessary public infrastructure improvements from service payments in lieu of taxes, this Council has determined to create the Sandridge and Harbor Crest Incentive District #1 and the Sandridge and Harbor Crest Incentive District #2 (each an “Incentive District” and collectively the “Incentive Districts”) pursuant to the TIF Act, the boundaries of which shall be coextensive with the boundaries of, and will include, the parcels of real property within each Incentive District specifically identified and depicted in Exhibit A attached hereto (as currently or subsequently configured, the “Parcels”, with each of those parcels referred to herein individually as a “Parcel”);

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

SECTION 1. Incentive District Findings and Determinations; Creation of Incentive Districts. This Council hereby: (i) adopts the Economic Development Plan for the Incentive Districts now on file with the Clerk of the City Council, (ii) accepts and adopts the City Engineer’s certification to this Council and the City Engineer’s findings set forth therein (a) that the public infrastructure serving the Incentive Districts is inadequate to meet the development needs of the Incentive Districts as evidenced by the Economic Development Plan and (b) that each Incentive District is less than 300 acres in size and enclosed by a contiguous boundary, (iii) finds and

determines that the Project will place additional demand on the Public Infrastructure Improvements, (iv) finds and determines that the City sent written notice of the public hearing regarding this Ordinance by first class mail to each owner of real property within each proposed Incentive District at least 30 days prior to such hearing, which notice included a map of the proposed Incentive District as well as the overlay area required by ORC Section 5709.40(C)(2), (v) finds and determines that this Council has not received a request from the owner of any real property within any proposed Incentive District to exclude that owner's property from the Incentive District, (vi) finds and determines that notice of this Ordinance has been delivered to the Avon Lake City School District and the Lorain County Joint Vocational School in accordance with and within the time periods prescribed in ORC Sections 5709.40 and 5709.83, and (vii) finds and determines that notice of this Ordinance has been delivered to the Lorain County Commissioners in accordance with and within the time periods prescribed in the TIF Act. This Council further finds that the sum of the taxable value of real property in the Incentive Districts for tax year 2024 and the taxable value of all real property in the City that would have been taxable in tax year 2024 were it not for the fact that the property was in an existing incentive district and therefore exempt from taxation, does not exceed twenty-five percent of the taxable value of real property within the City for tax year 2024. Pursuant to the TIF Act, this Council creates the Incentive Districts, the boundaries of which are coextensive with the boundaries of, and include, the Parcels specifically identified and depicted in Exhibit A attached hereto.

SECTION 2. Public Infrastructure Improvements. This Council designates the following public infrastructure improvements, together with any public infrastructure improvements hereafter designated by Ordinance, as public infrastructure improvements made, to be made or in the process of being made by the City that benefit or serve, or that once made will benefit or serve, the Parcels in each Incentive District (the "Public Infrastructure Improvements"): roadway improvements, water system improvements, sanitary sewer improvements, storm drainage improvements, pedestrian sidewalks and bike paths, street lights, gas facilities, electrical facilities, parks and recreation facilities located within one mile of any Incentive District, and all appurtenances thereto. The costs of the improvements include but are not limited to, those costs listed in ORC Section 133.15(B).

SECTION 3. Life of Incentive Districts; Authorization of Tax Exemption. The life of each Incentive District commences with the first tax year that begins after the effective date of this Ordinance and in which an Improvement (as defined below) attributable to a new structure would first appear on the tax list and duplicate of real and public utility property for any Parcel within the applicable Incentive District were it not for the exemption granted in this Ordinance and ends on the earlier of (a) 30 years after such commencement or (b) the date on which the City can no longer require service payments in lieu of taxes, all in accordance with the requirements of the TIF Act (the "Incentive District Life").

Pursuant to and in accordance with the provisions of ORC Section 5709.40(C), this Council hereby declares that the increase in assessed value of each Parcel subsequent to the effective date of this Ordinance (which increase in assessed value is hereinafter referred to as the "Improvement," as defined in ORC Section 5709.40(A)) is a public purpose, with 100% of such Improvement to each Parcel exempt from taxation for the Incentive District Life for the applicable Incentive District.

SECTION 4. Service Payments and Property Tax Rollback Payments. Pursuant to ORC Section 5709.42, the owner of each Parcel is hereby required to make annual service payments in lieu of taxes with respect to the Improvement to that Parcel to the Lorain County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes. Each service payment in lieu of taxes, including any penalties and interest at the then current rate established for real property taxes (collectively, the "Service Payments"), will be charged and collected in the same manner and in the same amount as the real property taxes that would have been charged and payable against the Improvement if it were not exempt from taxation pursuant to Section 3 of this Ordinance. The Service Payments, and any other payments with respect to each Improvement that are received by the County Treasurer in connection with the reduction required by ORC Sections 319.302, 321.24, 323.152 and 323.156, as the same may be amended from time to time, or any successor provisions thereto as the same may be amended from time to time (the "Property Tax Rollback Payments"), will be deposited and distributed in accordance with Section 6 of this Ordinance.

SECTION 5. TIF Fund. This Council hereby establishes the Sandridge and Harbor Crest Incentive District Municipal Public Improvement Tax Increment Equivalent Fund (the "TIF Fund"). The TIF Fund shall be maintained in the custody of the City and shall receive all distributions to be made to the City pursuant to Section 6 of this Ordinance. Those Service Payments and Property Tax Rollback Payments received by the City with respect to the Improvement of each Parcel and so deposited pursuant to the TIF Act shall be used solely for the purposes authorized in the TIF Act and this Ordinance (as it may be amended or supplemented). The TIF Fund shall remain in existence so long as such Service Payments and Property Tax Rollback Payments are collected and used for the aforesaid purposes, after which time the TIF Fund shall be dissolved and any incidental surplus funds remaining therein transferred to the City's General Fund, all in accordance with the TIF Act.

SECTION 6. Distributions; Payment of Costs. Pursuant to the TIF Act, during the Incentive District Life for the Incentive District, the County Treasurer is requested to distribute the Service Payments and the Property Tax Rollback Payments as follows: (i) first to the Avon Lake City School District and the Lorain County Joint Vocational School, each an amount equal to the amount the respective school district would otherwise have received as real property tax payments (including the applicable portion of any Property Tax Rollback Payments) derived from the Improvement to the parcels located within the school districts if the Improvement had not been exempt from taxation pursuant to this Ordinance, and (ii) second, to the City for deposit into the TIF Fund for payment of costs of the Public Infrastructure Improvements, including, without limitation, debt charges on any notes or bonds issued to pay or reimburse finance costs or costs of those Public Infrastructure Improvements. The distribution from the County Treasurer to the City required under this Section is requested to be made at the same time and in the same manner as real property tax distributions. The City shall make all distributions requested under clause (i) of this Section to the extent not made by the County Treasurer.

SECTION 7. Further Authorizations. This Council hereby authorizes and directs the Mayor, the Director of Finance, the Director of Law, the Community Development Director, the Clerk of Council, or other appropriate officers of the City to deliver a copy of this ordinance to the Ohio Department of Development and to make such arrangements as are necessary and proper for collection of the Service Payments. This Council further authorizes the Mayor, the Director of

Finance, the Director of Law, the Community Development Director, the Clerk of Council, or other appropriate officers of the City to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Ordinance.

SECTION 8: Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and of any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

SECTION 9: Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

SECTION 10: Declaration of Emergency; Effective Date. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to increase Service Payments available to the City to support public infrastructure projects; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

[Balance of Page Intentionally Left Blank]

1st Reading:

2nd Reading:

3rd Reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

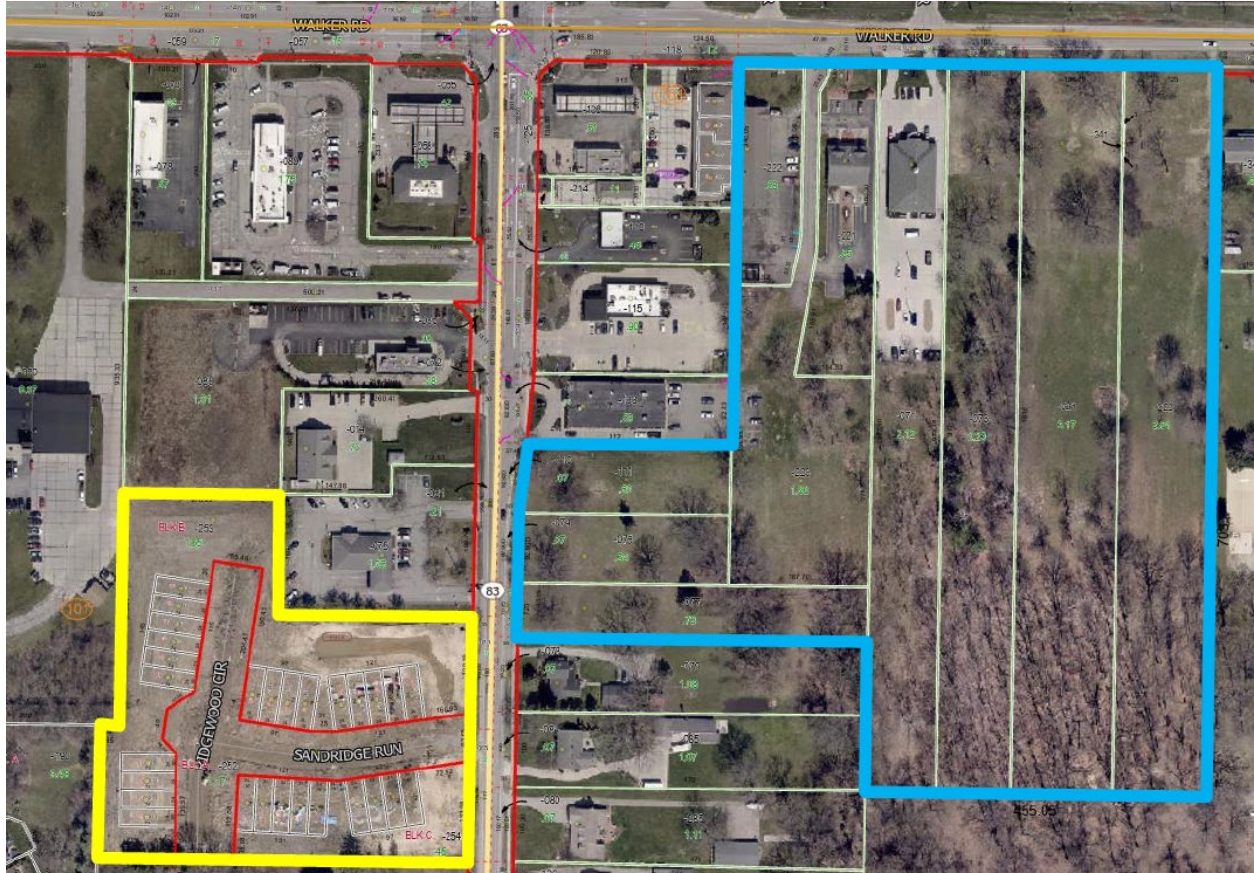
I, Valerie Rosmarin, Clerk of Council of the City of Avon Lake, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance No. 25-_____ passed on _____, 2025, by the Avon Lake City Council.

Clerk of Council
City of Avon Lake, Ohio

EXHIBIT A

IDENTIFICATION AND MAPS OF THE INCENTIVE DISTRICTS

The areas outlined in yellow and blue on the following two maps identify the Incentive Districts



AN ORDINANCE APPOINTING AUSTIN PAGE, PLANNING AND ZONING MANAGER, AS CODE ADMINISTRATOR PURSUANT TO PLANNING AND ZONING CODE SECTION 1212.05, REPEALING ORDINANCE NO. 23-13, AND DECLARING AN EMERGENCY.

WHEREAS, Section 1212.05(a) of Avon Lake's Planning and Zoning Code states that the Code Administrator shall be established to aid in the administration and enforcement of the Code; and

WHEREAS, Section 1212.05(b) details the Roles and Powers of the Code Administrator, and Section 1212.05(c) details the Decisions of the Code Administrator; and

WHEREAS, Ted Esborn, Community Development Director, has served as the Code Administrator since the inception of the new Planning and Zoning Code and was officially appointed to that role in 2023 by Ordinance No. 23-13; and

WHEREAS, between 2022 and 2025, Austin Page, Planning and Zoning Manager, has developed extensive expertise in the Planning and Zoning Code through his zoning reviews for permits and his administration of the Zoning Board of Appeals; and

WHEREAS, Community Development Director Esborn has recommended the appointment of Mr. Page as Code Administrator, based on his expertise and knowledge of the Code, and to enhance the efficiency and organization of the Community Development Department.

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

Section No. 1: That Austin Page, Planning and Zoning Manager, is hereby appointed as Code Administrator for the City of Avon Lake, as defined in Section 1212.05 of the Planning and Zoning Code.

Section No. 2: That Ordinance No. 23-13 is hereby repealed.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide for the health, safety, and welfare of the citizens of Avon Lake by designating the Code Administrator for the City. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

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

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

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

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

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

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

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor



EXHIBIT A

ALL FUNDS

OCTOBER 27, 2025

	Adopted	Budget	Amended
Account Classification	Budget	Amendments	Budget
Fund 101 - General Fund			
EXPENSE			
Salaries & Wages & Benefits	17,531,162.00	2,006.00	17,533,168.00
Operating Expenses	4,724,225.00	298,809.00	5,023,034.00
Capital Expenses	24,148.00	3,975.00	28,123.00
Transfers	2,270,740.00	(755,273.22)	1,515,466.78
EXPENSE TOTALS	\$24,550,275.00	(\$450,483.22)	\$24,099,791.78
Fund 101 - General Fund Totals	\$24,550,275.00	(\$450,483.22)	\$24,099,791.78
Fund 202 - Streets CMR			
EXPENSE			
Salaries & Wages & Benefits	996,652.00	.00	996,652.00
Operating Expenses	866,533.00	31,881.19	898,414.19
Capital Expenses	600,000.00	(20,000.00)	580,000.00
EXPENSE TOTALS	\$2,463,185.00	\$11,881.19	\$2,475,066.19
Fund 202 - Streets CMR Totals	\$2,463,185.00	\$11,881.19	\$2,475,066.19
Fund 203 - State Highway Fund			
EXPENSE			
Operating Expenses	100,000.00	.00	100,000.00
Capital Expenses	.00	133,223.95	133,223.95
EXPENSE TOTALS	\$100,000.00	\$133,223.95	\$233,223.95
Fund 203 - State Highway Fund Totals	\$100,000.00	\$133,223.95	\$233,223.95
Fund 204 - Income Tax Transfer			
EXPENSE			
Transfers	19,097,540.00	320,000.00	19,417,540.00
EXPENSE TOTALS	\$19,097,540.00	\$320,000.00	\$19,417,540.00
Fund 204 - Income Tax Transfer Totals	\$19,097,540.00	\$320,000.00	\$19,417,540.00
Fund 205 - Improvement Fund			
EXPENSE			
Operating Expenses	.00	42,500.00	42,500.00
Capital Expenses	.00	.00	.00
Transfers	1,675,000.00	.00	1,675,000.00
EXPENSE TOTALS	\$1,675,000.00	\$42,500.00	\$1,717,500.00
Fund 205 - Improvement Fund Totals	\$1,675,000.00	\$42,500.00	\$1,717,500.00
Fund 206 - Paramedic Fund			
EXPENSE			
Salaries & Wages & Benefits	2,015,628.00	.00	2,015,628.00
Operating Expenses	216,082.00	.00	216,082.00
Debt Expenses	.00	.00	.00
Capital Expenses	469,000.00	.00	469,000.00
Transfers	.00	132.81	132.81
EXPENSE TOTALS	\$2,700,710.00	\$132.81	\$2,700,842.81
Fund 206 - Paramedic Fund Totals	\$2,700,710.00	\$132.81	\$2,700,842.81



EXHIBIT A ALL FUNDS

OCTOBER 27, 2025

Fund 207 - Income Tax Capital Improvement			
EXPENSE			
Operating Expenses	.00	195,350.00	195,350.00
Capital Expenses	5,595,158.00	4,156,340.13	9,751,498.13
Transfers	.00	5,491.87	5,491.87
EXPENSE TOTALS	\$5,595,158.00	\$4,357,182.00	\$9,952,340.00
Fund 207 - Income Tax Capital Improvement Totals	\$5,595,158.00	\$4,357,182.00	\$9,952,340.00
Fund 208 - Office On Aging			
EXPENSE			
Operating Expenses	50,000.00	17,000.00	67,000.00
EXPENSE TOTALS	\$50,000.00	\$17,000.00	\$67,000.00
Fund 208 - Office On Aging Totals	\$50,000.00	\$17,000.00	\$67,000.00
Fund 209 - Dial A Bus Fund			
EXPENSE			
Salaries & Wages & Benefits	40,834.00	.00	40,834.00
Operating Expenses	6,371.00	.00	6,371.00
EXPENSE TOTALS	\$47,205.00	\$0.00	\$47,205.00
Fund 209 - Dial A Bus Fund Totals	\$47,205.00	\$0.00	\$47,205.00
Fund 210 - Communication Technology			
EXPENSE			
Salaries & Wages & Benefits	367,170.00	.00	367,170.00
Operating Expenses	705,308.00	20,000.00	725,308.00
Capital Expenses	11,500.00	.00	11,500.00
Transfers	.00	27.90	27.90
EXPENSE TOTALS	\$1,083,978.00	\$20,027.90	\$1,104,005.90
Fund 210 - Communication Technology Totals	\$1,083,978.00	\$20,027.90	\$1,104,005.90
Fund 212 - Law Enforcement Trust Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 212 - Law Enforcement Trust Fund Totals	\$0.00	\$0.00	\$0.00
Fund 213 - Law Enforcement Education			
EXPENSE			
Operating Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 213 - Law Enforcement Education Totals	\$0.00	\$0.00	\$0.00
Fund 214 - Court IDAT Treatment Fund			
EXPENSE			
Operating Expenses	500.00	.00	500.00
EXPENSE TOTALS	\$500.00	\$0.00	\$500.00
Fund 214 - Court IDAT Treatment Fund Totals	\$500.00	\$0.00	\$500.00
Fund 215 - Municipal Court Computer Fund			
EXPENSE			
Operating Expenses	68,400.00	5,474.35	73,874.35



EXHIBIT A ALL FUNDS OCTOBER 27, 2025

	EXPENSE TOTALS	\$68,400.00	\$5,474.35	\$73,874.35
Fund 215 - Municipal Court Computer Fund Totals		\$68,400.00	\$5,474.35	\$73,874.35
Fund 216 - COPS Fast Fund				
EXPENSE				
Salaries & Wages & Benefits		386,997.00	.00	386,997.00
	EXPENSE TOTALS	\$386,997.00	\$0.00	\$386,997.00
Fund 216 - COPS Fast Fund Totals		\$386,997.00	\$0.00	\$386,997.00
Fund 217 - Local Coronavirus Relief Fund				
EXPENSE				
Salaries & Wages & Benefits		.00	.00	.00
Operating Expenses		.00	.00	.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 217 - Local Coronavirus Relief Fund Totals		\$0.00	\$0.00	\$0.00
Fund 218 - American Rescue Plan Act Fund				
EXPENSE				
Operating Expenses		.00	.00	.00
Capital Expenses		.00	5,000.00	5,000.00
Transfers		.00	.00	.00
	EXPENSE TOTALS	\$0.00	\$5,000.00	\$5,000.00
Fund 218 - American Rescue Plan Act Fund Totals		\$0.00	\$5,000.00	\$5,000.00
Fund 219 - Opioid Settlement Fund				
EXPENSE				
Operating Expenses		.00	.00	.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 219 - Opioid Settlement Fund Totals		\$0.00	\$0.00	\$0.00
Fund 224 - AL Public Arts Fund				
EXPENSE				
Operating Expenses		.00	.00	.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 224 - AL Public Arts Fund Totals		\$0.00	\$0.00	\$0.00
Fund 226 - Economic Development Fund				
EXPENSE				
Operating Expenses		.00	460,175.00	460,175.00
Capital Expenses		.00	.00	.00
	EXPENSE TOTALS	\$0.00	\$460,175.00	\$460,175.00
Fund 226 - Economic Development Fund Totals		\$0.00	\$460,175.00	\$460,175.00
Fund 227 - Safety Services Communications				
EXPENSE				
Capital Expenses		.00	.00	.00
Transfers		.00	.00	.00
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 227 - Safety Services Communications Totals		\$0.00	\$0.00	\$0.00
Fund 230 - Board of Building Standards				
EXPENSE				



EXHIBIT A

ALL FUNDS

OCTOBER 27, 2025

Operating Expenses	8,000.00	.00	8,000.00
EXPENSE TOTALS	\$8,000.00	\$0.00	\$8,000.00
Fund 230 - Board of Building Standards Totals	\$8,000.00	\$0.00	\$8,000.00
Fund 231 - Employee Sick Time Buy Back Fund			
EXPENSE			
Salaries & Wages & Benefits	.00	.00	.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 231 - Employee Sick Time Buy Back Fund Totals	\$0.00	\$0.00	\$0.00
Fund 232 - Street Tree Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 232 - Street Tree Fund Totals	\$0.00	\$0.00	\$0.00
Fund 235 - Consulting Professional Training			
EXPENSE			
Operating Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 235 - Consulting Professional Training Totals	\$0.00	\$0.00	\$0.00
Fund 236 - ALMunicipal Court Security Fund			
EXPENSE			
Salaries & Wages & Benefits	83,138.00	.00	83,138.00
Operating Expenses	.00	.00	.00
EXPENSE TOTALS	\$83,138.00	\$0.00	\$83,138.00
Fund 236 - ALMunicipal Court Security Fund Totals	\$83,138.00	\$0.00	\$83,138.00
Fund 237 - Court IDIAM Monitoring Fund			
EXPENSE			
Operating Expenses	6,000.00	6,000.00	12,000.00
Transfers	.00	397.00	397.00
EXPENSE TOTALS	\$6,000.00	\$6,397.00	\$12,397.00
Fund 237 - Court IDIAM Monitoring Fund Totals	\$6,000.00	\$6,397.00	\$12,397.00
Fund 238 - Court Probation Services Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 238 - Court Probation Services Fund Totals	\$0.00	\$0.00	\$0.00
Fund 239 - Court Special Projects Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
Capital Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 239 - Court Special Projects Fund Totals	\$0.00	\$0.00	\$0.00
Fund 240 - Recreation Fund			
EXPENSE			



EXHIBIT A

ALL FUNDS

OCTOBER 27, 2025

Salaries & Wages & Benefits	1,061,909.00	.00	1,061,909.00
Operating Expenses	798,226.00	.00	798,226.00
Capital Expenses	.00	.00	.00
Transfers	.00	6,312.20	6,312.20
EXPENSE TOTALS	\$1,860,135.00	\$6,312.20	\$1,866,447.20
Fund 240 - Recreation Fund Totals	\$1,860,135.00	\$6,312.20	\$1,866,447.20
Fund 241 - Legal Research & Court Computer			
EXPENSE			
Operating Expenses	.00	.00	.00
Capital Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 241 - Legal Research & Court Computer Totals	\$0.00	\$0.00	\$0.00
Fund 301 - General Bond Retirement			
EXPENSE			
Operating Expenses	5,000.00	50,000.00	55,000.00
Debt Expenses	2,696,386.00	193,095.74	2,889,481.74
Transfers	.00	.00	.00
EXPENSE TOTALS	\$2,701,386.00	\$243,095.74	\$2,944,481.74
Fund 301 - General Bond Retirement Totals	\$2,701,386.00	\$243,095.74	\$2,944,481.74
Fund 302 - GO Bond Retirement (Voted)			
EXPENSE			
Operating Expenses	4,500.00	108.00	4,608.00
Debt Expenses	329,000.00	3,350.00	332,350.00
EXPENSE TOTALS	\$333,500.00	\$3,458.00	\$336,958.00
Fund 302 - GO Bond Retirement (Voted) Totals	\$333,500.00	\$3,458.00	\$336,958.00
Fund 446 - ALPS Playground Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
Capital Expenses	2,112,394.00	7,036.75	2,119,430.75
Transfers	.00	.00	.00
EXPENSE TOTALS	\$2,112,394.00	\$7,036.75	\$2,119,430.75
Fund 446 - ALPS Playground Fund Totals	\$2,112,394.00	\$7,036.75	\$2,119,430.75
Fund 501 - Special Assessment Bond Retire			
EXPENSE			
Operating Expenses	.00	.00	.00
Debt Expenses	23,700.00	.00	23,700.00
EXPENSE TOTALS	\$23,700.00	\$0.00	\$23,700.00
Fund 501 - Special Assessment Bond Retire Totals	\$23,700.00	\$0.00	\$23,700.00
Fund 520 - SA Walker Road/Lear Rd East			
EXPENSE			
Operating Expenses	500.00	.00	500.00
Debt Expenses	.00	.00	.00
EXPENSE TOTALS	\$500.00	\$0.00	\$500.00
Fund 520 - SA Walker Road/Lear Rd East Totals	\$500.00	\$0.00	\$500.00



EXHIBIT A

ALL FUNDS

OCTOBER 27, 2025

Fund 521 - SA Lear Rd/Walker Rd South			
EXPENSE			
Operating Expenses	1,100.00	.00	1,100.00
Debt Expenses	.00	.00	.00
EXPENSE TOTALS	\$1,100.00	\$0.00	\$1,100.00
Fund 521 - SA Lear Rd/Walker Rd South Totals	\$1,100.00	\$0.00	\$1,100.00
Fund 522 - SA Titus Pitts Hill Ditch			
EXPENSE			
Operating Expenses	.00	1,111,937.73	1,111,937.73
Transfers	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$1,111,937.73	\$1,111,937.73
Fund 522 - SA Titus Pitts Hill Ditch Totals	\$0.00	\$1,111,937.73	\$1,111,937.73
Fund 525 - Sidewalk Improvement Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
Capital Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 525 - Sidewalk Improvement Fund Totals	\$0.00	\$0.00	\$0.00
Fund 527 - Cove Avenue Improvements			
EXPENSE			
Operating Expenses	500.00	.00	500.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$500.00	\$0.00	\$500.00
Fund 527 - Cove Avenue Improvements Totals	\$500.00	\$0.00	\$500.00
Fund 601 - Police Pension Fund			
EXPENSE			
Salaries & Wages & Benefits	353,555.00	.00	353,555.00
Operating Expenses	5,500.00	1,800.00	7,300.00
EXPENSE TOTALS	\$359,055.00	\$1,800.00	\$360,855.00
Fund 601 - Police Pension Fund Totals	\$359,055.00	\$1,800.00	\$360,855.00
Fund 602 - Fire Pension Fund			
EXPENSE			
Salaries & Wages & Benefits	353,555.00	.00	353,555.00
Operating Expenses	5,500.00	1,800.00	7,300.00
EXPENSE TOTALS	\$359,055.00	\$1,800.00	\$360,855.00
Fund 602 - Fire Pension Fund Totals	\$359,055.00	\$1,800.00	\$360,855.00
Fund 603 - Recreation Trust			
EXPENSE			
Operating Expenses	.00	.00	.00
Capital Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 603 - Recreation Trust Totals	\$0.00	\$0.00	\$0.00
Fund 611 - Deposit Trust			
EXPENSE			



EXHIBIT A

ALL FUNDS

OCTOBER 27, 2025

Operating Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 611 - Deposit Trust Totals	\$0.00	\$0.00	\$0.00
Fund 612 - Unclaimed Funds			
EXPENSE			
Operating Expenses	500.00	1,500.00	2,000.00
Transfers	.00	19,904.52	19,904.52
EXPENSE TOTALS	\$500.00	\$21,404.52	\$21,904.52
Fund 612 - Unclaimed Funds Totals	\$500.00	\$21,404.52	\$21,904.52
Fund 701 - Water Fund			
EXPENSE			
Salaries & Wages & Benefits	2,130,478.00	.00	2,130,478.00
Operating Expenses	3,245,701.00	305,000.00	3,550,701.00
Capital Expenses	40,000.00	21,000.00	61,000.00
Transfers	3,306,635.00	.00	3,306,635.00
EXPENSE TOTALS	\$8,722,814.00	\$326,000.00	\$9,048,814.00
Fund 701 - Water Fund Totals	\$8,722,814.00	\$326,000.00	\$9,048,814.00
Fund 702 - West Ridge Interconnect			
EXPENSE			
Operating Expenses	14,500.00	.00	14,500.00
Debt Expenses	94,839.00	(47,419.26)	47,419.74
Transfers	.00	.00	.00
EXPENSE TOTALS	\$109,339.00	(\$47,419.26)	\$61,919.74
Fund 702 - West Ridge Interconnect Totals	\$109,339.00	(\$47,419.26)	\$61,919.74
Fund 703 - ELT1 Fund			
EXPENSE			
Operating Expenses	2,984,709.00	.00	2,984,709.00
Capital Expenses	50,000.00	.00	50,000.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$3,034,709.00	\$0.00	\$3,034,709.00
Fund 703 - ELT1 Fund Totals	\$3,034,709.00	\$0.00	\$3,034,709.00
Fund 704 - Waterworks Construction Fund			
EXPENSE			
Debt Expenses	.00	.00	.00
Capital Expenses	17,300,000.00	2,500,000.00	19,800,000.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$17,300,000.00	\$2,500,000.00	\$19,800,000.00
Fund 704 - Waterworks Construction Fund Totals	\$17,300,000.00	\$2,500,000.00	\$19,800,000.00
Fund 705 - Water Surplus Fund			
EXPENSE			
Capital Expenses	.00	.00	.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 705 - Water Surplus Fund Totals	\$0.00	\$0.00	\$0.00



EXHIBIT A

ALL FUNDS

OCTOBER 27, 2025

Fund 706 - Water Debt Service			
EXPENSE			
Operating Expenses	500.00	.00	500.00
Debt Expenses	3,156,650.00	47,419.26	3,204,069.26
Transfers	.00	.00	.00
EXPENSE TOTALS	\$3,157,150.00	\$47,419.26	\$3,204,569.26
Fund 706 - Water Debt Service Totals	\$3,157,150.00	\$47,419.26	\$3,204,569.26
Fund 707 - Water Debt Service Reserve Fund			
EXPENSE			
Transfers	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 707 - Water Debt Service Reserve Fund Totals	\$0.00	\$0.00	\$0.00
Fund 710 - Water Impact Fee			
EXPENSE			
Transfers	750,000.00	.00	750,000.00
EXPENSE TOTALS	\$750,000.00	\$0.00	\$750,000.00
Fund 710 - Water Impact Fee Totals	\$750,000.00	\$0.00	\$750,000.00
Fund 721 - WasteWater Fund			
EXPENSE			
Salaries & Wages & Benefits	1,661,641.00	300,000.00	1,961,641.00
Operating Expenses	1,932,584.00	345,000.00	2,277,584.00
Capital Expenses	150,000.00	.00	150,000.00
Transfers	1,629,700.00	.00	1,629,700.00
EXPENSE TOTALS	\$5,373,925.00	\$645,000.00	\$6,018,925.00
Fund 721 - WasteWater Fund Totals	\$5,373,925.00	\$645,000.00	\$6,018,925.00
Fund 722 - Sewer Collection Fund			
EXPENSE			
Salaries & Wages & Benefits	1,678,012.00	(100,000.00)	1,578,012.00
Operating Expenses	763,716.00	.00	763,716.00
Capital Expenses	2,059,500.00	.00	2,059,500.00
Transfers	1,614,635.00	.00	1,614,635.00
EXPENSE TOTALS	\$6,115,863.00	(\$100,000.00)	\$6,015,863.00
Fund 722 - Sewer Collection Fund Totals	\$6,115,863.00	(\$100,000.00)	\$6,015,863.00
Fund 723 - Water Distribution Fund			
EXPENSE			
Salaries & Wages & Benefits	1,699,361.00	(200,000.00)	1,499,361.00
Operating Expenses	1,854,899.00	.00	1,854,899.00
Capital Expenses	2,154,600.00	.00	2,154,600.00
Transfers	968,201.00	.00	968,201.00
EXPENSE TOTALS	\$6,677,061.00	(\$200,000.00)	\$6,477,061.00
Fund 723 - Water Distribution Fund Totals	\$6,677,061.00	(\$200,000.00)	\$6,477,061.00
Fund 724 - WasteWater Construction Fund			
EXPENSE			
Operating Expenses	.00	.00	.00



EXHIBIT A

ALL FUNDS

OCTOBER 27, 2025

Capital Expenses	350,000.00	.00	350,000.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$350,000.00	\$0.00	\$350,000.00
Fund 724 - WasteWater Construction Fund Totals	\$350,000.00	\$0.00	\$350,000.00
Fund 725 - Trunk Wastewater Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
Debt Expenses	.00	.00	.00
Transfers	29,585.00	.00	29,585.00
EXPENSE TOTALS	\$29,585.00	\$0.00	\$29,585.00
Fund 725 - Trunk Wastewater Fund Totals	\$29,585.00	\$0.00	\$29,585.00
Fund 727 - WasteWater Debt Service Fund			
EXPENSE			
Operating Expenses	500.00	.00	500.00
Debt Expenses	4,792,460.00	440.00	4,792,900.00
Transfers	.00	.00	.00
EXPENSE TOTALS	\$4,792,960.00	\$440.00	\$4,793,400.00
Fund 727 - WasteWater Debt Service Fund Totals	\$4,792,960.00	\$440.00	\$4,793,400.00
Fund 728 - WasteWater Repl Reserve Fund			
EXPENSE			
Transfers	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 728 - WasteWater Repl Reserve Fund Totals	\$0.00	\$0.00	\$0.00
Fund 749 - LORCO Custodial Account Fund			
EXPENSE			
Salaries & Wages & Benefits	.00	.00	.00
Operating Expenses	592,500.00	.00	592,500.00
Debt Expenses	16,210.00	.00	16,210.00
Capital Expenses	25,000.00	.00	25,000.00
Transfers	1,791,209.00	.00	1,791,209.00
EXPENSE TOTALS	\$2,424,919.00	\$0.00	\$2,424,919.00
Fund 749 - LORCO Custodial Account Fund Totals	\$2,424,919.00	\$0.00	\$2,424,919.00
Fund 761 - WWC Eastern Trans Line 2 Fund			
EXPENSE			
Capital Expenses	.00	.00	.00
EXPENSE TOTALS	\$0.00	\$0.00	\$0.00
Fund 761 - WWC Eastern Trans Line 2 Fund Totals	\$0.00	\$0.00	\$0.00
Fund 762 - ELT2 Fund			
EXPENSE			
Operating Expenses	6,131,400.00	800,000.00	6,931,400.00
Capital Expenses	200,000.00	.00	200,000.00
Transfers	111,355.00	.00	111,355.00
EXPENSE TOTALS	\$6,442,755.00	\$800,000.00	\$7,242,755.00
Fund 762 - ELT2 Fund Totals	\$6,442,755.00	\$800,000.00	\$7,242,755.00



EXHIBIT A ALL FUNDS

OCTOBER 27, 2025

Fund 765 - Lateral Loan Fund			
EXPENSE			
Operating Expenses	.00	.00	.00
Debt Expenses	.00	.00	.00
Transfers	118,165.00	.00	118,165.00
EXPENSE TOTALS	\$118,165.00	\$0.00	\$118,165.00
Fund 765 - Lateral Loan Fund Totals	\$118,165.00	\$0.00	\$118,165.00
Fund 801 - Court Transfer Fund			
EXPENSE			
Operating Expenses	6,000.00	.00	6,000.00
EXPENSE TOTALS	\$6,000.00	\$0.00	\$6,000.00
Fund 801 - Court Transfer Fund Totals	\$6,000.00	\$0.00	\$6,000.00
Grand Totals			
	\$131,073,156.00	\$10,296,795.92	\$141,369,951.92



EXHIBIT B

GENERAL FUND

AUGUST 25, 2025

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



EXHIBIT B

GENERAL FUND

AUGUST 25, 2025

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



EXHIBIT B

GENERAL FUND

AUGUST 25, 2025

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

AVON LAKE CITY

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE
BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES
AND CERTIFYING THEM TO THE COUNTY AUDITOR

Revised Code, Secs. 5705.34, 5705.35

The Council of the City of Avon Lake, Lorain County, Ohio, met in open session on the 27th day of October 2025, at the office of the Avon Lake City Council with the following members present:

Zach Arnold

Jennifer Fenderbosch

Amy Gentry

David Kos

Rob Shahmir

Geoffrey R. Smith

K. C. Zuber

Mr. Zuber moved the passage of the following Resolution:

WHEREAS, this Council, in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2026; and

WHEREAS, the Budget Commission of Lorain County, Ohio, has certified its action thereon to this Council together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within, the ten-mill tax limitation; therefore, be it

RESOLVED, by the Council of the City of Avon Lake, Lorain County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be, and the same are hereby accepted; and be it further

RESOLVED, that there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten-mill limitation as follows:

SCHEDULE A SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES				
FUND	Amount to Be Derived from Levies Outside 10 Mill Limitation	Amount Approved by Budget Commission Inside 10 Mill Limitation	County Auditor's Estimate of Tax Rate to Be Levied	
			Inside 10 Mill Limit	Outside 10 Mill Limit
	Column II	Column IV	V	VI
General Fund		5,476,526	3.600	
Fireman's Fund		456,377	0.300	
Police Pension Fund		456,377	0.300	
Renewal Passed 05/06/25				
2000 CURRENT EXPENSE	1,099,282			1.500
2012 AMBULANCE & E.M.S.	1,835,360			2.000
2008 BOND (\$4,500,000)	339,241			0.223
TOTAL	3,273,883	6,389,280	4.200	3.723
SCHEDULE B LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES				
FUND	Maximum Rate Authorized to Be Levied			
General Fund:				
Renewal Passed 05/06/25				
Current Expense Levy authorized by voters on 05/06/25 for not to exceed 5 years. Beginning 2025 Duplicate Expiring Last Collection 2030	1.500			
Special Levy Funds:				
Ambulance & E.M.S. Levy authorized by voters on 03/19/24 for not to exceed 5 years. Beginning 2024 Duplicate Expiring Last Collection 2029	2.000			
	3.500			

and be it further

RESOLVED, That the Clerk of this Council be, and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

The roll being called upon its adoption; the vote resulted as follows:

<u>Zach Arnold</u>	,	_____ yes	_____ no
<u>Jennifer Fenderbosch</u>	,	_____ yes	_____ no
<u>Amy Gentry</u>	,	_____ yes	_____ no
<u>David Kos</u>	,	_____ yes	_____ no
<u>Rob Shahmir</u>	,	_____ yes	_____ no
<u>Geoffrey R. Smith</u>	,	_____ yes	_____ no
<u>K. C. Zuber</u>	,	_____ yes	_____ no

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

AN ORDINANCE TO ADOPT A CYBERSECURITY PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with Ohio Revised Code Section 9.64, enacted through House Bill 96, the City is required to adopt a cybersecurity program that safeguards public data, information technology, and Information Technology (IT) resources to ensure confidentiality, availability, and integrity; and

WHEREAS, the law mandates use of generally accepted cybersecurity best practices, including frameworks, such as the National Institute of Standards and Technology (NIST) Cybersecurity Framework and the Center for Internet Security best practices; and

WHEREAS, Council, having reviewed the recommendations of the Communications and Technology Director and the Information Security Officer, hereby adopts the NIST Cybersecurity Framework as its foundational cybersecurity controls framework.

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

Section No. 1: The City hereby adopts a cybersecurity program consistent with the requirements of Ohio Revised Code Section 9.64(C) and aligned with generally accepted best practices, such as the NIST Cybersecurity Framework.

Section No. 2: The cybersecurity program shall implement the NIST Cybersecurity Framework to identify and mitigate risks, assess potential impacts, detect and respond to threats, restore affected systems, and maintain ongoing protection of City assets and data. The program shall include annual cybersecurity training for all employees, align with state and federal best practices, and ensure third-party providers meet applicable security standards to achieve practical, measurable, and cost-effective improvements in defending against cyber threats such as ransomware and phishing.

Section No. 3: The Communications and Technology Director and the Information Security Officer, as defined in the cybersecurity program, in coordination with the Finance Director and Public Safety Director, shall oversee the implementation, documentation, and annual review of the cybersecurity program to ensure continued alignment with state requirements and best practices.

Section No. 4: All records and documents related to the City's cybersecurity program are exempt from public records disclosure, consistent with Ohio Revised Code Section 9.64(E).

Section No. 5: 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. 6: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to adopt a cybersecurity program to be in compliance with ORC Section 9.64. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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

AN ORDINANCE ENACTING A CODE OF ORDINANCES FOR THE CITY OF AVON LAKE, OHIO, REVISING, AMENDING, RESTATING, CODIFYING, AND COMPILING CERTAIN EXISTING GENERAL ORDINANCES OF THE CITY OF AVON LAKE, OHIO, DEALING WITH SUBJECTS EMBRACED IN SUCH CODE OF ORDINANCES, AND DECLARING AN EMERGENCY.

WHEREAS, the present general and permanent ordinances of the City of Avon Lake, Ohio, (City) are inadequately arranged and classified and are insufficient in form and substance for the complete preservation of the public peace, health, safety, and general welfare of the City and for the proper conduct of its affairs; and

WHEREAS, the Acts of the Legislature of the State of Ohio empower and authorize the City to revise, amend, restate, codify, and compile any existing ordinances, and all new ordinances not heretofore adopted or published, and to incorporate such ordinances into one ordinance in book form; and

WHEREAS, the Legislative Authority of the City has authorized a general compilation, revision, and codification of the ordinances of the City of a general and permanent nature and the publication of such ordinances in book form.

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

Section No. 1: The general ordinances of the City as revised, amended, restated, codified, and compiled in book form are hereby adopted as and shall constitute the “Code of Ordinances of the City of Avon Lake, Ohio.”

Section No. 2: Such Code of Ordinances as adopted in Section No. 1 shall consist of the following Titles:

**CITY OF AVON LAKE
TABLE OF CONTENTS**

CHARTER

PART TWO - ADMINISTRATION CODE

TITLE TWO - General Provisions

TITLE FOUR - Legislation

TITLE SIX - Administration

TITLE EIGHT - Boards, Commissions, and Committees

TITLE TEN - Judiciary

PART FOUR - TRAFFIC CODE

TITLE TWO - Administration, Enforcement, and Penalties

TITLE FOUR - Public Ways and Traffic Control Devices

TITLE SIX - Vehicles and Operation

TITLE EIGHT - Parking

TITLE TEN - Bicycles, Motorcycles, and Snowmobiles

PART SIX - GENERAL OFFENSES CODE

PART EIGHT - BUSINESS REGULATION AND TAXATION CODE

TITLE TWO - Business Regulation

TITLE FOUR - Taxation

PART TEN - STREETS, UTILITIES, AND PUBLIC SERVICES CODE

TITLE TWO - Street and Sidewalk Areas

TITLE FOUR - Utilities

TITLE SIX - Recreation Facilities

TITLE EIGHT - Other Public Services

PART TWELVE - PLANNING AND ZONING CODE

PART FOURTEEN - BUILDING AND HOUSING CODE

TITLE TWO - Building Standards

TITLE FOUR - Building Administration

TITLE SIX - Miscellaneous Building Regulations

TITLE EIGHT - Housing

PART SIXTEEN - FIRE PREVENTION CODE

TABLE OF SPECIAL ORDINANCES

PARALLEL REFERENCES

INDEX

Section No. 3: All prior ordinances pertaining to the subjects treated in such Code of Ordinances shall be deemed repealed from and after the effective date of this Ordinance, except as they are included and reordained, in whole or in part, in such Code; provided, however, that such repeal shall not affect any offense committed, or penalty incurred, or any right established, prior to the effective date of this Ordinance; nor shall such repeal affect the provisions of ordinances levying taxes, appropriating money, annexing or detaching territory, establishing franchises, granting special rights to certain persons, authorizing public improvements, authorizing the issuance of bonds or borrowing of money, authorizing the purchase or sale of real or personal property, granting or accepting easements, plats, or

dedications of land to public use, or vacating or setting the boundaries of streets or other public places; nor shall such repeal affect any other ordinance of a temporary or special nature, or pertaining to subjects not contained in or covered by the Code.

Section No. 4: Such Code shall be deemed published as of the day of its adoption and approval by the Legislative Authority, and the Clerk of Council is hereby authorized and ordered to keep a copy of such Code of Ordinances in the Council Office.

Section No. 5: Such Code shall be in full force and effect as provided in Section 6, and such Code shall be presumptive evidence, in all courts and places, of the ordinance and all provisions, sections, penalties, and regulations therein contained; of the date of passage; and that the same is properly signed, attested, recorded, and approved; and that any public hearings and notices thereof, as required by law, have been given.

Section No. 6: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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. 7: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide for the usual daily operation of the City and to provide for the immediate preservation of the health, safety, and welfare of the citizens of Avon Lake by adopting the Code of Ordinances for the City. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor