



VOTING ORDER

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

CITY OF AVON LAKE

150 Avon Belden Road
Avon Lake, Ohio 44012

The following business is to be considered at the regular meeting of the Avon Lake City Council on November 24, 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: November 10, 2025, Council Meeting.

Correspondence

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

Reports

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

Motion

Removal of barrier on Handford Boulevard between Current Village and Port Side Subdivision. *Sponsor: G. Smith.*

Legislation

Third Readings:

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

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. 25-169, 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 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. 25-174, 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***

Second Readings:

Ordinance No. 25-175R, AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 208.01, ENTITLED FEE SCHEDULE. ***Sponsor: K. Zuber***

Ordinance No. 25-177, AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 252, ENTITLED PURCHASING PROCEDURES. →***Sponsor: K. Zuber***

Ordinance No. 25-178, AN ORDINANCE ESTABLISHING A LODGING EXCISE TAX ON HOTELS AND SHORT-TERM RENTALS WITHIN THE CITY OF AVON LAKE, PROVIDING FOR TAX COLLECTION AND REMITTANCE BY LODGING PLATFORMS AND OPERATORS, AND DECLARING AN EMERGENCY. ***Sponsor: J. Fenderbosch***

→ Suspension of the rule requiring three readings

Resolution No. 25-182, A RESOLUTION AUTHORIZING THE CITY OF AVON LAKE TO APPLY FOR AND ADMINISTER A STATE OF OHIO BROWNFIELD REMEDIATION FUND ASSESSMENT GRANT FOR THE FORMER NRG POWER PLANT PROPERTY AND DECLARING AN EMERGENCY. →*Sponsor: J. Fenderbosch*

Ordinance No. 25-184, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH THE AVON LAKE CITY SCHOOL DISTRICT FOR THE ACQUISITION OF THE FORMER ERIEVIEW SCHOOL PROPERTY, LOCATED AT 32630 ELECTRIC BOULEVARD, AVON LAKE, OHIO, AND DECLARING AN EMERGENCY.
Sponsor: J. Fenderbosch

Ordinance No. 25-187, AN ORDINANCE APPROVING THE IMPROVEMENT PLAN FOR HARBOR CREST TOWNHOUSE SUBDIVISION NO. 1 AND DECLARING AN EMERGENCY.
→*Sponsor: G. Smith*

Ordinance No. 25-188, AN ORDINANCE APPROVING THE IMPROVEMENT PLAN FOR HARBOR CREST TOWNHOUSE SUBDIVISION NO. 2 AND DECLARING AN EMERGENCY.
→*Sponsor: G. Smith*

First Readings:

Ordinance No. 25-189, AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 278: COMMUNICATIONS AND TECHNOLOGY COMMISSION. *Sponsor: R. Shahmir*

Ordinance No. 25-190, AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 284: ENVIRONMENTAL AFFAIRS ADVISORY BOARD. *Sponsor: R. Shahmir*

Ordinance No. 25-191, AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 286: PARKS AND RECREATION COMMISSION. *Sponsor: R. Shahmir*

Ordinance No. 25-192, AN ORDINANCE SETTING THE SALARY FOR STEVE PETER AS ACTING FIRE CHIEF AND DECLARING AN EMERGENCY. →*Sponsor: G. Smith*

Ordinance No. 25-193, AN ORDINANCE TO MAKE APPROPRIATIONS FOR THE CITY OF AVON LAKE FOR FISCAL YEAR 2026 AND DECLARING AN EMERGENCY. *Sponsor: K. Zuber*

Ordinance No. 25-194, AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF PART-TIME ASSISTANT DEPUTY CLERK AND ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION. *Sponsor: G. Smith*

Ordinance No. 25-195, AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 1065.11: GREEN TEAM CERTIFICATION. *Sponsor: J. Fenderbosch*

Ordinance No. 25-196, AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 272: AVON LAKE HISTORICAL PRESERVATION COMMISSION. *Sponsor: J. Fenderbosch*

→ Suspension of the rule requiring three readings

Ordinance No. 25-197, AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 288: TREE COMMISSION. *Sponsor: J. Fenderbosch*

Ordinance No. 25-198, AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 220.05: STANDING COMMITTEES. *Sponsor: J. Fenderbosch*

Ordinance No. 25-199, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR QUICK RESPONSE TEAM BETWEEN ALCOHOL AND DRUG ADDICTION SERVICES BOARD OF LORAIN COUNTY, THE CITY OF AVON LAKE, AND LET’S GET REAL, AND DECLARING AN EMERGENCY. →*Sponsor: D. Kos*

Miscellaneous Business and Announcements

Executive Session

In compliance with ORC Section 121.22(G)(3), Council will adjourn to Executive Session to discuss imminent court action.

Reconvening of Open Meeting

Adjournment

→ Suspension of the rule requiring three readings

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: 10/27/2025

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.

Commented [GE1]: "Visible" could mean "visible inside a drawer or closet."

(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 Administration](#) 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 Administration](#) 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 Administration](#) 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 Administration](#) 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.

(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 Administration](#) 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 Administration](#) 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.

Commented [GE2]: You have to continue allowing any STR operating as of the date of this ordinance to continue operating until such time as the STR authority is abandoned, revoked, or fails to renew.

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 [DepartmentAdministration](#), 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 [DepartmentAdministration](#) 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 [DepartmentAdministration](#), 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 [DepartmentAdministration](#) 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 [DepartmentAdministration](#) pursuant to Section **1484.03(b)**, within fourteen (14) days of when the Owner is notified by the [DepartmentAdministration](#) that the new Application is being considered).

(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 [DepartmentAdministration](#) 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 [DepartmentAdministration](#) 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 [DepartmentAdministration](#), 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 Administration](#) 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 Administration](#) 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 Administration](#) 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 [DepartmentAdministration](#) 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 [DepartmentAdministration](#) 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 [DepartmentAdministration](#) 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-Lorain County Court of Common Pleas](#) as provided in Section [2506.01](#) ~~1214.11~~ of the ~~Codified Ordinances~~[Ohio Revised Code](#).

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 [DepartmentAdministration](#).

1484.13 NOTICE OF VIOLATIONS

(a) Upon discovery of a violation of this Chapter, the [DepartmentAdministration](#) 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 [DepartmentAdministration](#) 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 [DepartmentAdministration](#) 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 [DepartmentAdministration](#) but was not accomplished through no fault of the [DepartmentAdministration](#).

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 [DepartmentAdministration](#).

(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) “DepartmentAdministration” shall mean and refer to the Building and Zoning Department administrative body 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, which may include but is not limited to the following:

- (1) Check for and test smoke detectors and carbon monoxide detectors;
- (2) Check for removal of and receptacles for all refuse, garbage and debris;
- (3) Check for presence of accessible dry chemical fire extinguishers of a minimum 5-lb. ABC class;
- (4) Confirm that a map denoting emergency evacuation routes is posted in a clearly conspicuous location.
- (5) Determine maximum occupancy for overnight Transient Guests which shall be limited to:
 - A. Two (2) persons per Residential Premises plus;
 - B. Two (2) persons per bedroom as designated in compliance with the Residential Code of Ohio.

(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.

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: 10/27/2025

2nd reading: 11/10/2025

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.

PURCHASER:

CITY OF AVON LAKE, OHIO

By: _____

Name: _____

Title: _____

APPROVED AS TO LEGAL FORM
AND CORRECTNESS:

Director of Law
City of Avon Lake, Ohio

SELLER:

AVON LAKE ENVIRONMENTAL
REDEVELOPMENT GROUP, LLC

By: _____

Name: _____

Title: _____

ESCROW AGENT:

Erie Commercial Title

By: _____
Jacqueline Shear
Commercial Escrow Officer

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:

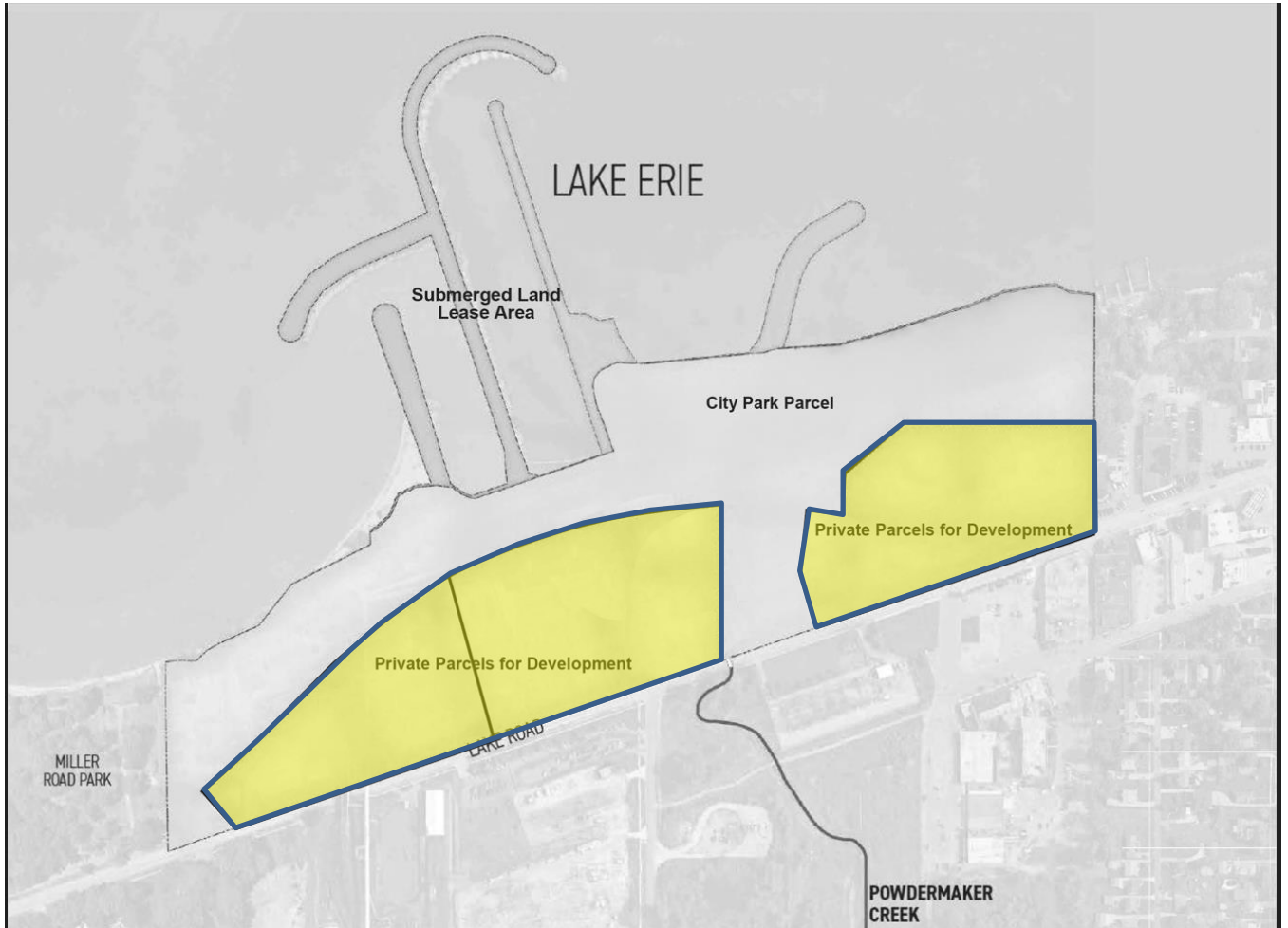
[PREPARER NAME]

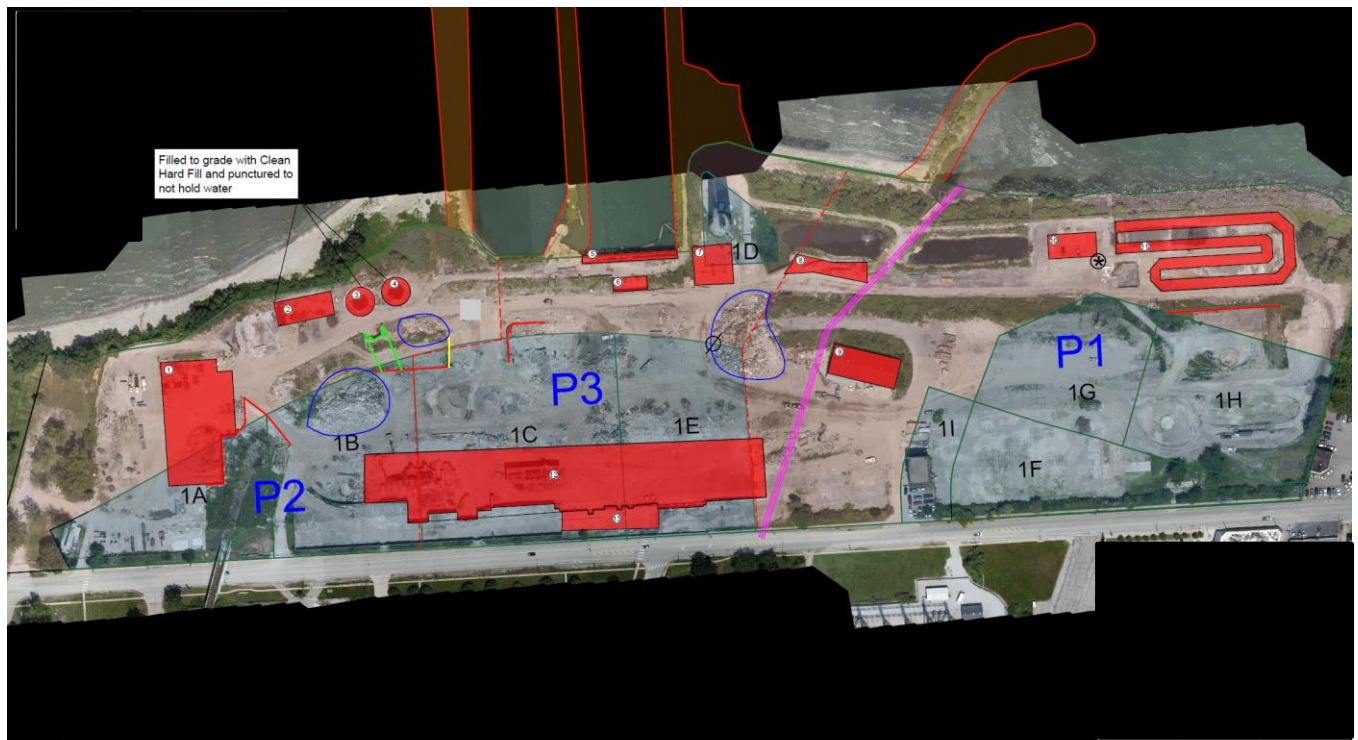
[ADDRESS]

[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/Former 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 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, traffic control devices, 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: 10/27/2025

2nd Reading: 11/10/2025

3rd Reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

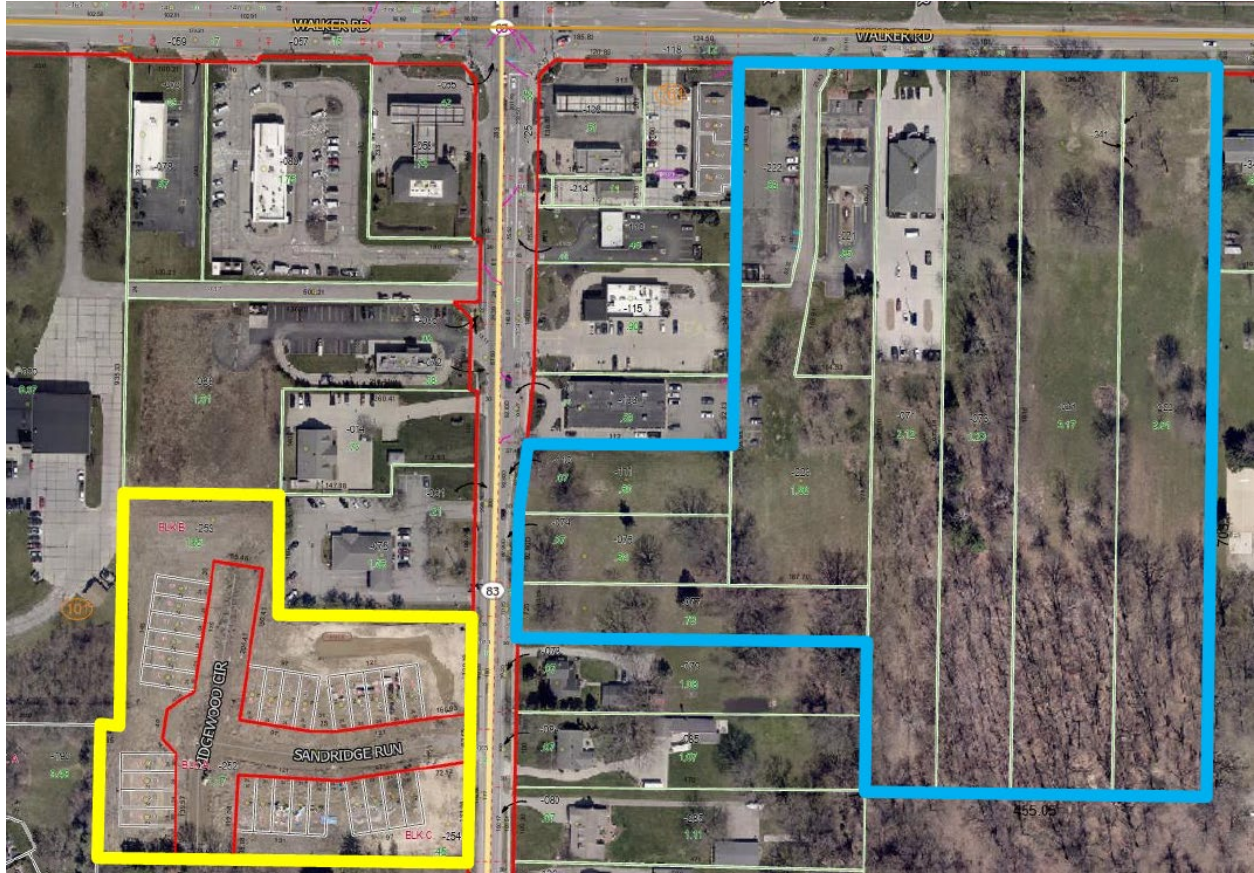
I, Valerie Rosmarin, Clerk of Council of the City of Avon Lake, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance No. 25-_____ passed on _____, 2025, by the Avon Lake City Council.

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 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.

1st reading: 10/27/2025

2nd reading: 11/10/2025

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 208.01, ENTITLED FEE SCHEDULE.

WHEREAS, the Finance Committee and Public Safety and Health Committee recommended amending Codified Ordinance Section 208.01(d)(G) Photocopies and adding Section 208.01(d)(H) Police Department Video Recordings; and

WHEREAS, the Communications, Environmental, and Recreational Programming Committee recommended amending Codified Ordinance Section 208.01(e)(14) Pool Fees; and

WHEREAS, the Public Service Committee recommended amending Codified Ordinance Section 208.01(f)(16) Green Team Registration; and

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

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

Section No. 1: That Codified Ordinance Sections 208.01(d)(G) and 208.01(d)(H) is hereby amended as follows:

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

Section No. 2: That Codified Ordinance Section 208.01(e)(14) is hereby amended as follows:

(14) Pool fees.		
— Early Bird Rate: Purchased by 6/1		
— Number of People		
More		\$240
Senior		\$20
Senior Couple		\$30
Nanny		\$75
Swim Team		\$45
— Regular Rate: Purchased after 6/1		
Number of People		
More		\$300
Senior		\$30
Senior Couple		\$40
Nanny		\$75
Swim Team		\$45
Daily Admission Rates		
	Resident	Non-Resident
Adult	\$7	\$8
Senior	\$3	\$8
Child/Student (3-18)	\$6	\$8
Infant	NC	NC
Active Duty, retired Armed Forces personnel, Purple Heart recipients, and immediate families	NC	NC

2026			2027		
INDIVIDUAL MEMBERSHIPS			INDIVIDUAL MEMBERSHIPS		
	Before 6/1	After 6/1		Before 6/1	After 6/1
Individual (Ages 3-59)	\$73	\$94	Individual (Ages 3-59)	\$82	\$106
Senior (Ages 60+)	\$23	\$34	Senior (Ages 60+)	\$26	\$38
Senior Couple (Ages 60+)	\$34	\$45	Senior Couple (Ages 60+)	\$38	\$51
Silver Sneakers & Renew Active Members		FREE	Silver Sneakers & Renew Active Members		FREE
Swim Team Members	\$51		Swim Team Members	\$57	
<i>All Avon Lake Storm Swim Team members must purchase an individual membership or be included in a family membership.</i>			<i>All Avon Lake Storm Swim Team members must purchase an individual membership or be included in a family membership.</i>		
FAMILY MEMBERSHIPS			FAMILY MEMBERSHIPS		
	Before 6/1	After 6/1		Before 6/1	After 6/1

Family of 2	\$135	\$158	Family of 2	\$152	\$178
Family of 3	\$186	\$219	Family of 3	\$209	\$246
Family of 4	\$225	\$270	Family of 4	\$253	\$304
Family of 5	\$253	\$309	Family of 5	\$285	\$348
Family of 6+	\$270	\$338	Family of 6+	\$304	\$380
Nanny	\$84		Nanny	\$95	
<i>Available with the purchase of a family membership only. The nanny membership will be assigned directly to the nanny/individual member not the family.</i>			<i>Available with the purchase of a family membership only. The nanny membership will be assigned directly to the nanny/individual member not the family.</i>		
RESIDENT DAILY ADMISSION & GUEST FEES			RESIDENT DAILY ADMISSION & GUEST FEES		
	Resident	Guest		Resident	Guest
Adult (Ages 18-59)	\$8	\$9	Adult (Ages 18-59)	\$9	\$10
Child/Student (Ages 3-18)	\$7	\$9	Child/Student (Ages 3-18)	\$8	\$10
Senior (Ages 60+)	\$3	\$9	Senior (Ages 60+)	\$4	\$10
<i>Children 2 years of age and younger are free with the paid admission of an adult.</i>			<i>Children 2 years of age and younger are free with the paid admission of an adult.</i>		
	Resident	Non-Res		Resident	Non-Res
LEARN TO SWIM	\$84	\$96	LEARN TO SWIM	\$95	\$108

Section No. 3: That Codified Ordinance Section 208.01(f)(16) is hereby repealed.

Green-Team registration	\$25
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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 shall be in full force and effect from and after the earliest period allowed by law.

1st reading: 11/10/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 252, ENTITLED PURCHASING PROCEDURES.

WHEREAS, the Finance Committee recommended amending Codified Ordinance Chapter 252, entitled Purchasing Procedures; and

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

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

Section No. 1: That Codified Ordinance Chapter 252 is hereby amended as follows:

CHAPTER 252: PURCHASING PROCEDURES

§ 252.01 APPLICATION OF RULES.

The following rules and regulations are adopted for all city departments, except the Board of Municipal Utilities, with respect to the purchase of ~~supplies, materials and equipment~~ **goods and services** with city funds.

§ 252.02 PURCHASES UNDER \$24,999.**99**.

Department heads may initiate purchases in amounts under \$24,999.**99** without Council or other approval if funds have been appropriated in the budget and are available for such purposes and the unencumbered balance of the account is sufficient to include the cost of the item.

§ 252.03 PURCHASES BETWEEN \$25,000 AND \$49,999.**99**.

(a) Department heads may initiate purchases in amounts of \$25,000 or more, up to and including \$49,999.**99** if funds have been appropriated in the budget and the unencumbered balance of the account is sufficient to include the cost of the item and the department head has presented a requisition for said purchase to the ~~appropriate Council Committee for its review~~ **Finance Director**.

(b) Written and public specifications shall be first prepared and placed on file and then competitive quotations shall be secured either by the department head or the Finance Director.

(c) Insofar as possible and practical, such competitive quotations shall be secured, in writing, from at least three parties and shall be submitted by the department head to the Finance Director with a requisition for the item to be purchased **unless procured using an approved cooperative purchasing contract, or quotes are waived by the Finance Director due to reasonable and practical considerations**. The requisition

shall include the specifications, a list of the quotations received, the quotation that the department head wishes to accept and, if the quotation to be accepted is not the lowest price for the item, the reason why it is the best purchase for the cost. If the necessary three or more written quotations were not received, the requisition shall specify good and sufficient reasons why they were not so taken.

(d) The department head shall prepare an abstract of the quotations and present it with such requisitions and other accompanying data to ~~the Finance Director and Mayor appropriate Council Committee for its review.~~ The Finance Director shall issue a purchase order if money required for the expenditure or contract is in the treasury, or is in the process of collection, to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

(e) All requisitions submitted shall be retained on file by the Finance Director.

§ 252.04 PURCHASES OVER \$50,000 AND BELOW OHIO REVISED CODE 9.17 THRESHOLD.

~~All purchases exceeding \$50,000 shall be made according the Ohio Revised Code.~~

(a) Department heads may initiate purchases in amounts of \$50,000 and below Ohio Revised Code 9.17 threshold if funds have been appropriated in the budget and the unencumbered balance of the account is sufficient to include the cost of the item and the department head has presented a requisition for said purchase to the Finance Committee or the appropriate project committee, or within a Collective Committee Meeting, or within a Council Meeting for its authorization.

(b) Written and public specifications shall be first prepared and placed on file and then competitive quotations shall be secured either by the department head or the Finance Director.

(c) Insofar as possible and practical, such competitive quotations shall be secured, in writing, from at least three parties and shall be submitted by the department head to the Finance Director with a requisition for the item to be purchased unless procured using an approved cooperative purchasing contract. The requisition shall include the specifications, a list of the quotations received, the quotation that the department head wishes to accept and, if the quotation to be accepted is not the lowest price for the item, the reason why it is the best purchase for the cost. If the necessary three or more written quotations were not received, the requisition shall specify good and sufficient reasons why they were not so taken.

(d) The department head shall prepare an abstract of the quotations and present it with such requisitions and other accompanying data to the Finance Committee or the appropriate project committee, or within a Collective Committee Meeting, or within a Council Meeting for its authorization. The Finance Director shall issue a purchase order if money required for the expenditure or contract is in the treasury, or is in the process of collection, to the credit of the fund from which it is to be drawn and not appropriated for any other purpose.

(e) All requisitions submitted shall be retained on file by the Finance Director.

§ 252.XX PURCHASES OVER OHIO REVISED CODE 9.17 THRESHOLD.

All purchases exceeding the threshold established in Ohio Revised Code 9.17 shall be made in accordance with the Ohio Revised Code.

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

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

1st reading: 11/10/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

AN ORDINANCE ESTABLISHING A LODGING EXCISE TAX ON HOTELS AND SHORT-TERM RENTALS WITHIN THE CITY OF AVON LAKE, PROVIDING FOR TAX COLLECTION AND REMITTANCE BY LODGING PLATFORMS AND OPERATORS, AND DECLARING AN EMERGENCY.

WHEREAS, the City desires to ensure that all transient lodging establishments, including short-term rentals, contribute equitably to the costs of municipal services and tourism promotion; and

WHEREAS, Ohio Revised Code Sections 5739.08 and 5739.091 authorize municipalities to levy an excise tax on transactions by which lodging is furnished to transient guests; and

WHEREAS, the use of lodging platforms to arrange, reserve, and pay for accommodations has become a principal means of booking both hotel and short-term rental lodging; and

WHEREAS, Council finds it necessary and appropriate to require lodging platforms to collect and remit the lodging excise tax on behalf of operators, in order to ensure efficient collection and fair competition.

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

Section No. 1: Definitions.

For purposes of this Ordinance:

- (a) “*City*” means the City of Avon Lake, Ohio.
- (b) “*Lodging*” means the furnishing of sleeping accommodations within the City to a transient guest for a period of fewer than thirty (30) consecutive days, for consideration.
- (c) “*Transient guest*” means any person occupying lodging for fewer than thirty (30) consecutive days.
- (d) “*Operator*” means any person who owns, leases, manages, or otherwise controls lodging and makes it available to transient guests, whether directly or through a lodging platform.

(e) “*Lodging platform*” means any person, firm, corporation, or entity that provides a means, whether through an online, digital, or other electronic platform, for arranging, listing, or booking lodging accommodations and that either (1) collects payment or fees from transient guests on behalf of an operator, or (2) provides a means through which payment is processed for lodging.

(f) “*Short-term rental*” means a dwelling unit, or portion thereof, offered or provided to transient guests for lodging for fewer than thirty (30) consecutive days.

(g) “*Gross rent*” means the total amount charged to a transient guest for lodging, including all cleaning, booking, and service fees charged in connection with the lodging, but excluding the tax imposed under this Ordinance.

Section No. 2: Tax Imposed.

(a) There is hereby levied an excise tax of three percent (3 %) on the gross rent paid for lodging furnished to a transient guest within the City.

(b) The tax shall be in addition to any other taxes imposed by law and shall apply to all hotels, motels, inns, bed-and-breakfast establishments, and short-term rentals located within the City.

Section No. 3: Collection by Lodging Platforms and Operators.

(a) When lodging is booked or paid for through a lodging platform, the platform shall:

1. Collect the lodging excise tax at the time the rent is charged to the transient guest; and
2. Remit the full amount of tax collected to the City of Avon Lake Department of Finance; and
3. File a monthly return identifying the total taxable rents received for transactions within the City.

(b) The platform shall be considered the agent of the operator for purposes of tax collection and remittance.

(c) An operator that exclusively uses one or more lodging platforms that collect and remit the tax under this Ordinance shall not be required to separately collect or remit the tax, provided the platform is in full compliance.

(d) If a lodging platform fails to collect or remit tax for any transaction, the operator shall remain jointly and severally liable for the unpaid tax.

Section No. 4: Registration, Returns, and Records.

- (a) Each lodging platform and any operator not using a platform shall register with the City prior to furnishing lodging subject to this tax.
- (b) Lodging platforms and non-platform operators shall file returns and remit the tax to the City on or before the twentieth (20th) day of each month for lodging furnished during the preceding month.
- (c) Returns shall include gross rents, tax collected, exempt transactions, and such additional data as the City may require.
- (d) The City may require that lodging platforms provide sufficient data to verify the number of bookings, addresses of taxable properties, and amounts collected.
- (e) All records shall be retained for at least three (3) years and shall be made available to the City upon reasonable notice for audit.

Section No. 5: Penalties and Interest.

If any person fails to remit the tax as required by this Ordinance, there shall be added a penalty of ten percent (10%) of the amount due, together with interest at one percent (1%) per month until paid.

Section No. 6: Use of Revenue.

All revenue collected under this Ordinance shall be deposited into a separate fund known as the *Lodging Tax Fund*. At least fifty percent (50%) of the revenue shall be used for tourism, recreation, and visitor-related services, and the remainder shall be used for general municipal purposes.

Section No. 7: Administration and Agreements.

- (a) The Finance Director is authorized to promulgate rules, forms, and procedures necessary to administer and enforce this Ordinance.
- (b) The Finance Director may enter into agreements with lodging platforms to facilitate collection and remittance, ensure confidentiality of taxpayer data, and obtain periodic reports of lodging transactions within the City.

Section No. 8: Enforcement.

The City may assess unpaid taxes, penalties, and interest, file civil actions for collection, or take such other enforcement measures as authorized by law. The tax imposed by this Ordinance constitutes a debt owed to the City by the transient guest, and the operator or lodging platform acts as trustee of the funds for the City.

Section No. 9: Severability.

If any provision of this Ordinance is held invalid, the remainder shall not be affected and shall remain in full force and effect.

Section No. 10: 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. 11: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of ensuring uniform tax treatment of all lodging providers and securing the timely collection of revenues to support municipal services, thus for the public welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading: 11/10/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

A RESOLUTION AUTHORIZING THE CITY OF AVON LAKE TO APPLY FOR AND ADMINISTER A STATE OF OHIO BROWNFIELD REMEDIATION PROGRAM ASSESSMENT GRANT FOR THE FORMER NRG POWER PLANT PROPERTY AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio, Department of Development, provides financial assistance to local governments and their project partners for the purpose of addressing local needs; and

WHEREAS, the City desires to serve as the public sponsor for the assessments of the former NRG Power Plant property under the Ohio Brownfield Remediation Program Assessment Grant; and

WHEREAS, the City has the authority to apply for financial assistance and to administer funds received from the State of Ohio, Ohio Brownfield Remediation Program Assessment Grant; and

WHEREAS, Council directs and authorizes an official representative to act in connection with the application and to provide such additional information as may be required.

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

Section No. 1: That Council hereby approves filing an application for financial assistance under the State of Ohio, Department of Development, Ohio Brownfield Remediation Program Assessment Grant, and authorizes the Administration to provide all information and documentation required in said application submission.

Section No. 2: That Council hereby understands and agrees that participation in the Program will require compliance with program guidelines and assurances.

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

Section No. 4: This Resolution is hereby declared to be an emergency measure, the emergency being the necessity to meet the application process deadlines, thus for the preservation of peace, health, safety, and welfare of the citizens of the City of

Avon Lake. Therefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

1st reading: 11/10/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH THE AVON LAKE CITY SCHOOL DISTRICT FOR THE ACQUISITION OF THE FORMER ERIEVIEW SCHOOL PROPERTY, LOCATED AT 32630 ELECTRIC BOULEVARD, AVON LAKE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake ("City") has determined it is in the best interest of the community to acquire the real property known as the former Erieview School site, located at 32630 Electric Boulevard, Avon Lake, Ohio, consisting of approximately 9.5 acres, Permanent Parcel No. 04-00-018-138-069 ("Property"); and

WHEREAS, the Avon Lake City School District ("School District") is the owner of the Property and has agreed to sell the Property to the City under the terms and conditions set forth in a Purchase Agreement attached hereto and marked as Exhibit A; and

WHEREAS, Council finds that acquisition of this property will provide long-term benefits to the residents of Avon Lake and is consistent with the City's goals of enhancing public use opportunities, community development, and municipal planning.

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 the Purchase Agreement with the Avon Lake City School District, in the form attached hereto as Exhibit A, for the purchase of the Property known as 32630 Electric Boulevard, the former Erieview School site, together with all improvements thereon and rights appurtenant thereto.

Section No. 2: That the total purchase price for the Property shall be Five Hundred Thousand Dollars (\$500,000), payable in five annual installments of One Hundred Thousand Dollars (\$100,000), beginning July 1, 2027, and each July 1 thereafter until paid in full, as set forth in the Purchase Agreement.

Section No. 3: That the City shall also eliminate all City-imposed building permits and fees associated with the construction of the new middle school and improvements to the elementary schools, except for fees of third parties, such as consultants who review plans, as consideration toward the Purchase Price.

Section No. 4: That the Finance Director is authorized to make appropriations, encumbrances, and payments as are necessary to effectuate the intent of this ordinance.

Section No. 5: That the Mayor, Law Director, and other appropriate City officials are hereby authorized to take all actions necessary to implement the Purchase Agreement and to execute any additional documents consistent therewith.

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

Section No. 7: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of allowing the timely execution of the Purchase Agreement to secure the Property, 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: 11/10/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined below) by and between THE CITY OF AVON LAKE , an Ohio municipal corporation, or its nominee, having an address at 150 Avon Beldon Road, Ohio, 44012 (the "Purchaser"), and the AVON LAKE CITY SCHOOL DISTRICT, an Ohio School District, having an address at 175 Avon Beldon Road, Avon Lake, Ohio 44012 (the "Seller"). The "Effective Date" of this Agreement shall be the date this Agreement is signed by Seller, if Seller is the last to sign, or by Purchaser, if Purchaser is the last to sign.

1. THE PROPERTY. Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, on the terms and conditions set forth herein, certain real property located at and commonly known as 32630 Electric Blvd **Avon Lake, Ohio 44012**, the former Erieview School being approximately 9.5 acres and more particularly described in **Exhibit A** attached hereto and made a part hereof, and also described as tax parcel number 040018138069, together with all easements, rights, privileges and appurtenances thereunto belonging, including all right, title and interest of Seller in and to any land lying in the right-of-way of any street in front of or adjoining said real property to the centerline thereof (the "Land"), and all improvements, buildings and fixtures thereon (the "Improvements") (the Land and the Improvements are sometimes referred to herein collectively as the "Property"). The Property shall also include the loose furniture and equipment described in Exhibit B attached hereto.

2. PURCHASE PRICE. The purchase price of the Property shall be FIVE0 HUNDRED THOUSAND Dollars (\$500,000.00) and the elimination of all permits and building fees imposed by the City or entities under its control, excepting fees of third parties such as consultants who review plans, related to the construction of the new middle school and improvement to the elementary schools (the "Purchase Price"). The Purchase Price shall be paid as follows: Purchaser shall pay ONE HUNDRED THOUSAND Dollars on July 1st 2027 and each July 1st thereafter until five payments of \$100,000 have been made.

3. TITLE EXAMINATION OF PROPERTY.

(a) At Closing, Purchaser shall accept title to the Property subject only to special real estate taxes which are a lien but not then due and payable on the Closing date (the "Taxes") and the Permitted Exceptions. In the event the Purchaser is aware of any matter affecting title to the Property other than Taxes, Purchaser shall notify Seller of the title or survey matters which Purchaser approves and the title or survey matters to which Purchaser objects within fifteen (15) days after receipt by Purchaser of the later of (i) the Commitment and (ii) the Survey, and Seller shall endeavor to remove any such matters objected to by Purchaser, at Seller's expense, within thirty (30) days after Purchaser notifies Seller of such matters. All matters not objected to within the foregoing time period shall be waived and immediately deemed "Permitted Exceptions."

(c) In the event that Seller is unable or unwilling to remove any such title or survey matters objected to by Purchaser within said thirty (30) days, Purchaser shall have the right to elect either: (i) to waive such matter(s), proceed to close this transaction and accept title to the Property subject to such matter(s); or (ii) to terminate this Agreement by giving notice of termination to Seller, in which event any payments made to Seller hereunder shall be returned to Purchaser and this Agreement shall be of no further force or effect; or (iii) work to remove or clear such title matter(s). If Purchaser is unable to remove or clear such title or survey matter(s), Purchaser may continue to elect (i) or (ii) of this Section 3(c) and the Closing Date shall be extended accordingly.

(d) Notwithstanding any other provision of this Agreement to the contrary, Seller shall have the unconditional obligation, subject to appropriation by the Board of Education as required by Ohio Revised Code Section 5705.41, to remove or cure, at no cost to Purchaser, any title matters which are a lien

for the payment of money only, or any title matter which arose after the Effective Date as a result of the acts of Seller.

(e) At any time and from time to time, Purchaser may obtain an update to the Commitment or the Survey and shall have the right, within ten (10) days after receipt of any such update, to notify Seller of any new matter contained in such update, which was not previously identified in any earlier dated Commitment, to which Purchaser objects, in which event the rights of Purchaser set forth above in clauses (i), (ii) and (iii) of Section 3(c) shall again apply if Seller does not correct such matter within thirty (30) days after notice from Purchaser.

4. SURVEY OF PROPERTY. Purchaser may obtained, at its expense, an ALTA/NSPS survey of the Property, which includes the Table A items and certification requested by Purchaser (the "Survey"), and the perimeter legal description of the Land prepared and certified by the surveyor shall, if required by Purchaser, be used in the Deed (as hereinafter defined) which is attached as Exhibit A.

5. TITLE TO PROPERTY. Seller shall convey good and marketable indefeasible fee simple title to the Property to Purchaser, or its nominee, as determined in accordance with the Title Standards approved by the Ohio State Bar Association, subject only to the Permitted Exceptions and such other title matters approved by Purchaser, by Quitclaim deed (the "Deed"), using the statutory form with a right to repurchase should the City ever elect to sell the Property for the Purchase Price plus the unamortized capital improvements assuming a 20 year straight line depreciation method.

6. CONDITION OF THE PROPERTY; DISCLAIMER; RELEASE. PURCHASER AGREES AND ACKNOWLEDGES THAT THE PROPERTY IS BEING CONVEYED "AS IS, WHERE IS" AND THAT SELLER HAS NOT MADE ANY OTHER REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PROPERTY, EXCEPT AS SPECIFICALLY SET FORTH HEREIN. PURCHASER FURTHER AGREES AND ACKNOWLEDGES THAT IT HAS INSPECTED THE PROPERTY, AND IS RELYING SOLELY ON ITS INSPECTION AND THE RESULTS THEREOF IN ITS DECISION TO PURCHASE THE PROPERTY HEREIN, AND HAS NOT, AND SHALL NOT, RELY UPON ANY STATEMENT OR INFORMATION FROM WHOMSOEVER MADE OR GIVEN, INCLUDING, BUT NOT LIMITED TO, ANY ATTORNEY, AGENT, EMPLOYEE OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT SELLER, DIRECTLY OR INDIRECTLY, VERBALLY OR IN WRITING, AND SELLER IS NOT AND SHALL NOT BE LIABLE OR BOUND BY ANY SUCH STATEMENT OR INFORMATION. PURCHASER, ON BEHALF OF ITSELF AND ALL FUTURE OWNERS AND OCCUPANTS OF THE PROPERTY, HEREBY WAIVES AND RELEASES SELLER FROM ANY CLAIMS FOR RECOVERY OF COSTS ASSOCIATED WITH CONDUCT OF ANY VOLUNTARY ACTION OR ANY REMEDIAL RESPONSES, CORRECTIVE ACTION OR CLOSURE UNDER ANY APPLICABLE FEDERAL, STATE OR LOCAL ENVIRONMENTAL LAWS. FOR PURPOSES OF THIS AGREEMENT, THE TERM "ENVIRONMENTAL LAWS" SHALL INCLUDE, WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, 42 U.S.C. § 9601 ET SEQ. AND THE RESOURCE CONSERVATION AND RECOVERY ACT, 42 U.S.C. § 6901 ET SEQ, AS AMENDED FROM TIME TO TIME; AND ANY SIMILAR FEDERAL STATE, AND LOCAL LAWS AND ORDINANCES AND THE REGULATIONS AND RULES IMPLEMENTING SUCH STATUTES, LAWS AND ORDINANCES.

7. ACCESS TO AND CONDITION OF PROPERTY; DUE DILIGENCE.

(a) Purchaser, its agents, employees, contractors and engineers shall have the right to enter upon the Property during Seller's normal business hours, or after business hours upon Seller's approval, for

the purpose of inspecting the physical condition of the Property, including, without limitation, for the purpose of performing surveys, soil tests, utility assessments and groundwater tests and test borings, to determine the suitability and feasibility of the Property for Purchaser's intended use thereof, such as the existence and adequacy of all utilities serving the Property, compliance with laws and the like. The right to conduct site investigations includes the right of Purchaser and Purchaser's employees, agents and contractors to enter upon any portion of the Property from time to time to take measurements, make inspections, make survey maps, and to conduct environmental and other studies required by Purchaser in its sole discretion. No such site investigation shall constitute a waiver or relinquishment on the part of Purchaser of its rights under any covenant, condition, representation, or warranty of Seller under this Agreement. Purchaser shall also have the right to pursue changes in the zoning of the Property, work on obtaining any and all necessary permits, feasibility studies, financing and the like for Purchaser's intended use of the Property. In the event any of Purchaser's inspections or tests disturb or damage the Property in any way, Purchaser shall promptly return the Property to the condition that existed immediately before such inspection or test. Purchaser shall hold Seller harmless against any expense for any tests or inspections that it conducts and shall indemnify and hold Seller harmless from any and all claims, liabilities, demands, losses, costs, expenses (including reasonable attorney's fees), damages or recoveries, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Purchaser, its agents, employees, and representatives, with regard to the entry on the Property and/or tests and inspections conducted. Purchaser shall carry commercial general liability insurance covering all activities conducted by Purchaser, its agents, contractors and engineers on the Property.

(b) Subject to Section 7(c), Purchaser shall have until December 15, 2025 to complete all such due diligence and feasibility investigations. If Purchaser fails to close by December 31, 2025, the Seller may terminate this Agreement and retain the earnest money deposit.

8. INFORMATION AND DOCUMENTS. No later than five (5) days after the Effective Date, Seller shall provide Purchaser with copies of, access to and the opportunity to inspect all leases, surveys, title policies, warranties, drawings, title documents, engineering and environmental test reports and analyses and any other documents or writings in any way pertaining to the Property in the possession or control of Seller.

9. PLANS AND APPROVALS. Purchaser shall have the right to file, at Purchaser's expense, any and all plans required in order to obtain a building and/or demolition permits, and any rezoning, subdivision (or the vacation of any existing subdivision or consolidation plat) or any other application to obtain any approval, permit, license, certificate, exception, authorization or variance from any and all governmental authorities having jurisdiction over the Property, which Purchaser deems appropriate in connection with Purchaser's contemplated uses of the Property, including, without limitation, those pertaining to zoning, subdivision, use, building, erosion, environmental compliance, curb cuts, and utility connections and services. Seller agrees to join in the execution of any application required in order to obtain such permit or approval (or file such application individually if the relevant governmental authority shall so require, but at no cost to Seller). Seller further agrees to reasonably cooperate with Purchaser or its nominee as necessary to obtain approvals, including without limitation, attending and giving testimony at any hearings on the petitions or applications, meeting with, and providing information to, public and private utilities and governmental and quasi-governmental entities and otherwise working to obtain the agreements, assurances, approvals and permits required by Purchaser or its nominee without additional cost or obligation to Seller. Notwithstanding the foregoing, Seller will not charge purchaser for its cooperation described herein; provided, however, Seller shall not be obligated to cooperate where such cooperation would require Seller to incur costs or expenses, unless Purchaser agrees to pay for such costs and expenses.

10. REPRESENTATIONS AND WARRANTIES. Except as specifically set forth herein, Seller specifically disclaims any representation, warranty, or guaranty with respect to the Property,

express or implied, including, but not limited to, any representation or warranty as to the condition of the Property, fitness for a particular purpose, quality, freedom from defects or contamination, whether or not detectable by inspection, compliance with zoning or other legal requirements or as to the availability or existence of any utility or other governmental or private services or as to the amount of taxes assessed to the Property. Seller represents and warrants to Purchaser that:

(a) Seller has not received any notice of, and to the best of its knowledge, there are no (i) proposed special assessments, condemnation, or changes in the roads adjacent to the Property; (ii) pending public improvements which will result in any charge being levied or assessed against, or a lien being created upon, the Property; or (iii) pending or threatened eminent domain or condemnation proceedings against or involving the Property or any adjacent parcel.

(b) There is no litigation, proceeding or action pending or threatened against or relating to Seller or the Property or which questions the validity of this Agreement or any action taken or to be taken by Seller pursuant hereto.

(c) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation of, be in conflict with or constitute a default under any term or provision of any agreement, instrument or lease to which Seller is a party.

(d) No notices or citations for the violation of any zoning, building or other law, ordinance, regulation or directive of any governmental authority or authorities having jurisdiction relating to the Property or any part or parts thereof, have been received, or are known by, Seller.

(e) Seller is not in receipt of any notice of violation of any federal, state or local laws, statutes, ordinances, permits, licenses, orders, approvals, variances, rules or regulations or judicial or administrative decisions which would have an adverse effect upon the Property.

(f) Each person executing and delivering this Agreement and all documents to be executed and delivered by Seller at the Closing represents and warrants to Purchaser that he or she has due and proper authority to execute and deliver the same. Seller has the full right, power and authority to sell and convey the Property to Purchaser as provided herein and to carry out its obligations hereunder. Seller's required governmental officers, agents and employees have authorized and approved of the execution and delivery of this Agreement, the transaction that is the subject of this Agreement, and all documents to be executed and delivered by Seller at the Closing.

Seller shall fully disclose to Purchaser, as soon as reasonably practical upon its occurrence, any change in facts of which Seller becomes aware after the Effective Date which may affect the representations and warranties set forth above. For purposes of this Section, "knowledge" of Seller, as used herein, shall mean the actual knowledge of Superintendent Joelle Magyar Laub and Autumn Reed, Treasurer, as of the date of this Agreement and as of the Closing Date. The warranties and representations of Seller contained herein shall be deemed renewed at Closing and shall survive the Closing and the recording of the Deed for a period of one (1) year, but not thereafter.

11. SELLER'S COVENANTS. Seller shall not enter into or consent to any lien, easement, restriction, governmental improvement or other matter affecting Seller's title to the Property or the permitted use of the Property, or that may result in the imposition of any assessment against the Property or any part thereof, nor shall Seller enter into any lease, service contract or other agreement with respect to the Property or the possession, use or control thereof, without first obtaining the prior written consent of Purchaser, which Purchaser may withhold, in its sole discretion. Seller shall maintain, repair and keep the Property in its present condition, reasonable wear and tear excepted. Seller shall not remove, plant or add any soil, trees, plants or improvements or make any other alterations to the Property from and after the

Effective Date, other than normal day-to-day maintenance and repairs, which Seller covenants it shall perform. Seller will continue to maintain insurance on the Property, if any, at its present policy limits, or may continue to self-insure such items, if applicable. Seller shall comply with all laws, ordinances and regulations of any governmental authority having jurisdiction over the Property.

12. PURCHASER'S REPRESENTATIONS. Purchaser represents and warrants to Seller that:

(a) Purchaser is in good standing in Ohio and authorized to transact business therein and, that its nominee, if any, will be an entity formed in or authorized to do business in the State of Ohio as of the Closing Date. Purchaser or Purchaser's nominee has and will have as of the Closing Date, the necessary power and authority to consummate the transactions contemplated by this Agreement and has or will have, by proper resolutions, duly authorized the execution and delivery of this Agreement and all necessary documents to consummate the transactions contemplated in this Agreement.

13. CONDITIONS TO PURCHASER'S OBLIGATIONS.

(a) The obligation of Purchaser to consummate the transaction contemplated by this Agreement is conditioned upon the fulfillment of each of the following conditions as of the Closing Date (all or any portion of which may be waived in whole or in part by Purchaser at or prior to Closing):

(i) Seller shall have performed, observed, and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Seller prior to or as of the Closing Date as and when required;

(ii) All of the representations and warranties made by Seller and set forth in this Agreement shall be true and correct as of the Effective Date and as of the Closing Date; and

(iii) Purchaser shall have completed its due diligence and feasibility review and assessment of the Property, which shall have been satisfactory to Purchaser in all respects.

(b) If, as of the Closing Date, any of the conditions of Section 14(a) hereof are not fulfilled, in whole or in part, Purchaser, at its sole option, shall have the right, exercisable by notice to Seller:

(i) To waive such condition and proceed to close this transaction,

(ii) To terminate this Agreement, in which event any money shall be returned to Purchaser and the parties hereto shall thereafter be released from any and all obligations under the terms of this Agreement, or

(iii) To extend the time for closing hereunder until all of the conditions in Section 14(a) above are satisfied. If Purchaser elects to proceed pursuant to clause (iii) of this Section 14(b), Purchaser may still, in its sole discretion, elect clause (i) or (ii)

subsequently, at any time, upon written notice to Seller, for so long as any of the conditions set forth in Section 14(a) above are not satisfied.

(c) If the purchase and sale contemplated herein is not consummated because of the inability, failure or refusal, for whatever reason whatsoever of Seller to convey the Property in accordance with the terms and conditions provided herein or because of the default by Seller in the performance of any of its obligations set forth in this Agreement, Purchaser shall be entitled, in its sole discretion, to elect to terminate this Agreement by written notice to Seller, in which event the any and all monies paid to Seller or deposited in escrow by Purchaser pursuant to this Agreement shall be promptly returned to Purchaser. In no event shall Seller be liable for consequential damages, including lost profits.

(d) Notwithstanding any provisions of this Agreement to the contrary, if Seller performs all of its obligations hereunder and Purchaser fails to close this transaction by November 30, 2025 for reasons other than Seller's default or the failure of any of the conditions set forth in Section 14(a), this Agreement shall terminate and the any money deposited shall be delivered to Seller as agreed upon as liquidated damages as Seller's exclusive remedy, it being agreed that the amount of the Earnest Money Deposit is a reasonable forecast of just compensation for the loss that would be caused by Purchaser's breach and that the loss that would be caused by such breach is one that is incapable of ascertainment or very difficult to ascertain.

14. CONDITIONS TO SELLER'S OBLIGATIONS.

(a) The obligation of Seller to consummate the transaction contemplated by this Agreement is conditioned upon the fulfillment of each of the following conditions as of the Closing Date (all or any portion of which may be waived in whole or in part by Seller at or prior to Closing):

(i) Purchaser shall have performed, observed, and complied with all of the covenants, agreements and conditions required by this Agreement to be performed, observed and complied with by Purchaser prior to or as of the Closing Date as and when required;

(ii) All of the representations and warranties made by Purchaser and set forth in this Agreement shall be true and correct as of the Effective Date and as of the Closing Date.

(b) If any of these conditions are not satisfied or waived, Seller shall have the right to terminate this Agreement by notice to Purchaser on or before the Closing Date. In the event of termination due to Purchaser's failure to satisfy the above conditions, the Escrow Agent shall immediately refund the Earnest Money Deposit to Seller as liquidated damages as provided in Section 16(d).

15. CLOSING.

(a) The closing of the transaction contemplated by this Agreement (the "Closing") shall occur by December 31, 2025.

(b) Seller and Purchaser, or its nominee, shall deposit their respective documents, with the other on or before the Closing Date.

(c) At Closing, Purchaser, or its nominee, shall pay the cost of recording the Deed;

(d) At Closing, the Seller shall deliver the Quitclaim Deed to Purchaser, or its nominee, by filing the Deed for record in the public records in which the Property is located.

(e) Seller shall be responsible for and shall pay all utility charges (including, without limitation, water, sewer, gas, and electric) incurred at the Property to the close of business on the Closing Date.

16. CONDEMNATION AND EMINENT DOMAIN. If the Property is subjected to a taking, either total or partial, by eminent domain for any public or quasi-public use, or if notice of intent of a taking or a sale in lieu of taking is received by Seller or Purchaser, Purchaser shall have the right, at its sole option, exercisable by notice to Seller, to either (a) proceed to close this transaction, in which event Purchaser shall be entitled to participate in any such condemnation or eminent domain proceedings and to receive all of the proceeds attributable to any portion of the Property to be conveyed to Purchaser, or (b) terminate this Agreement, in which event all funds and documents shall be returned to the depositing party; the Earnest Money Deposit shall be returned to Purchaser; Seller and Purchaser shall pay the costs and expenses of this transaction chargeable to them; and Seller and Purchaser shall have no further rights or obligations hereunder.

17. TAXES. All general taxes shall be prorated and adjusted between Seller and Purchaser as of the Closing Date, with Seller charged for the Closing Date and the days prior thereto, on the basis of the last officially certified and available tax duplicate for the Property. In the event the Property is not separately assessed as a separate tax parcel as of Closing because the Property is part of a larger parcel of real property which is a separate tax parcel, taxes shall be prorated on the basis of the last officially certified and available tax duplicate for such larger tax parcel in proportion to the number of acres comprising the Property in relation to the acres comprising the larger tax parcel. If the actual real estate taxes paid by Purchaser in respect of the period of the proration exceed the credit given Purchaser at Closing for such taxes, Seller shall, upon presentation of appropriate paid tax bills, promptly reimburse Purchaser for any amounts incurred by Purchaser for such taxes in excess of the prorated credit. Seller's obligation to reimburse Purchaser under this Section 18 shall survive the Closing and the recording of the Deed.

18. POSSESSION. Subject to the Permitted Exceptions exclusive possession of the Property shall be delivered by Seller to Purchaser on the Closing Date. Seller shall be obligated to maintain property and liability insurance for the Property until delivering possession to Purchaser. If there is a fire or other casualty affecting the Property prior to the Closing Date, then, Purchaser may, at its sole option, elect to do either of the following: (a) receive the proceeds of any insurance payable in connection with such damage or destruction (plus any deductible) and thereupon remain obligated to perform this Agreement; or (b) terminate this Agreement and receive any funds previously paid or deposited with the Escrow Agent. The aforesaid option shall be exercised by Purchaser by written notice to Seller within THIRTY (30) days after Purchaser's receipt of notice of such damage or destruction from Seller. Upon termination of this Agreement by Purchaser pursuant to this Section, Purchaser shall be entitled to the return of its Earnest Money Deposit and neither party shall thereafter be under any further liability to the other.

19. NOTICES. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed given when made by personal delivery, sent by nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as set forth below, and notice shall be deemed given on the date on which the notice is received by a party, in the case of personal delivery, on the date on which it is deposited with a nationally recognized overnight courier, or the date on which it is deposited in the U.S. Mail in the case of mail:

To Seller: Avon Lake Board of Education
Attn: Joelle Magyar, Superintendent

175 Avon Beldon Road
Avon Lake, Ohio 44012

To Purchaser: City of Avon Lake
Attn: Mayor
150 Avon Beldon Road
Avon Lake, Ohio, 44012

When a date specified herein falls upon a Saturday, Sunday, National holiday or State of Ohio holiday, the following Monday or the day after such holiday (that is not a Saturday, Sunday, National holiday or State of Ohio holiday) shall be used for purposes of this Agreement.

20. MECHANIC'S LIEN. Seller represents that no construction work has been performed on the Property or materials supplied for the Property within ninety (90) days of the date hereof for which a mechanic's lien could be filed. Purchaser agrees to give Seller notice of any such liens promptly after obtaining knowledge thereof. If any such liens are not discharged of record within SIXTY (60) days after the receipt by Seller of such notice, Purchaser shall have the right to pay the full amount of any such liens to the lien claimants, and Seller shall reimburse Purchaser for any such payments within FIFTEEN (15) days after receiving from Purchaser copies of receipts for such payments. Seller's obligations under this Section 21 shall survive the Closing and the recording of the Deed.

21. MISCELLANEOUS. This Agreement constitutes the entire agreement between Seller and Purchaser regarding the sale and purchase of the Property, and shall be binding upon, and inure to the benefit of Seller and Seller's successors and permitted assigns, and of Purchaser and its successors and assigns. This Agreement shall not be assigned by Seller without the prior written consent of Purchaser, but may be assigned by Purchaser without the consent of Seller. This Agreement shall be governed by State of Ohio law. No provision of this Agreement shall be construed by any court or other judicial authority against any party hereto by reason of such party's being deemed to have drafted or structured such provision. This Agreement may be executed in counterparts and each such counterpart shall be deemed an original document, and all of which when taken together shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart. This Agreement may not be amended, modified or altered except by a writing signed by both parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed to be effective as of the date first set forth above but this Agreement was signed on the respective dates specified below.

SELLER:

AVON LAKE CITY SCHOOL DISTRICT

By: _____
President, Board of Education

By: _____
Treasurer, Board of Education

Dated: _____, 2025

PURCHASER:

CITY OF AVON LAKE

By: _____
Mayor

Dated: _____, 2025

EXHIBIT A

AN ORDINANCE APPROVING THE IMPROVEMENT PLAN FOR HARBOR CREST TOWNHOUSE SUBDIVISION NO. 1 AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has at its meeting of November 5, 2025, approved the Improvement Plan for Harbor Crest Townhouse Subdivision No. 1, subject to the following conditions:

1. Review and approval of all Engineering Department comments, including relocation of visitor parking spaces away from SR 83 and further into the subdivision;
2. Avon Lake Regional Water review and approval of submitted plans and notes; and
3. Submission of a landscape plan for Community Development review and approval.

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

Section No. 1: That the Improvement Plan for Harbor Crest Townhomes Subdivision No. 1, consisting of a 73-unit fee-simple townhouse development on approximately 9.35 acres, located at the southeast corner of Walker Road and Avon Belden Road (SR 83), contingent upon the following conditions:

1. Review and approval of all Engineering Department comments, including relocation of visitor parking spaces away from SR 83 and further into the subdivision;
2. Avon Lake Regional Water review and approval of submitted plans and notes submitted; and
3. Submission of a landscape plan for Community Development review and approval,

as required by the Planning and Zoning Code, and referred to this Council, be, and it is hereby approved.

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

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

1st reading: 11/10/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE APPROVING THE IMPROVEMENT PLAN FOR HARBOR CREST TOWNHOUSE SUBDIVISION NO. 2 AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has at its meeting of November 5, 2025, approved the Improvement Plan for Harbor Crest Townhouse Subdivision No. 2, subject to the following conditions:

1. Review and approval of all Engineering Department comments, including a water diversion/management plan coordinating Phase 1 and Phase 2 during construction;
2. Avon Lake Regional Water review and approval of submitted plans and notes, including Avon Lake Regional Water installation of the tapping sleeve and value at Walker Road; and
3. Submission of a landscape plan for Community Development review and approval.

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

Section No. 1: That the Improvement Plan for Harbor Crest Townhomes Subdivision No. 2, consisting of a 73-unit fee-simple townhouse development on approximately 9.35 acres, located at the southeast corner of Walker Road and Avon Belden Road (SR 83), contingent upon the following conditions:

1. Review and approval of all Engineering Department comments, including a water diversion/management plan coordinating Phase 1 and Phase 2 during construction;
2. Avon Lake Regional Water review and approval of submitted plans and notes, including Avon Lake Regional Water installation of the tapping sleeve and value at Walker Road; and
3. Submission of a landscape plan for Community Development review and approval,

as required by the Planning and Zoning Code, and referred to this Council, be, and it is hereby approved.

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

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

1st reading: 11/10/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AMENDING CODIFIED CHAPTER 278: COMMUNICATIONS AND TECHNOLOGY COMMISSION.

WHEREAS, Council has recommended amending Codified Ordinance Chapter 278;
and

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

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

Section No. 1: That Codified Ordinance Chapter 278 is hereby amended as follows:

CHAPTER 278: COMMUNICATIONS AND TECHNOLOGY COMMISSION

§ 278.01 ESTABLISHMENT AND PURPOSE.

There is hereby established in and for the city a citizens' advisory commission entitled the Communications and Technology Commission to manage Avon Lake Community Television (ALC-TV), the City of Avon Lake website, the City of Avon Lake's social media presence and outreach, the 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.

§ 278.02 MEMBERSHIP; TERM; QUALIFICATIONS; ~~AND COMPOSITION~~ COMPENSATION AND REMOVAL.

(a) **Membership.** The **Communications and Technology** Commission shall consist of **seven** members, comprised of the following ~~for terms of three year terms.:~~

(1) ~~Five voting~~ **Three** members, who ~~are~~ **for the previous two years have been** registered, qualified electors of the city, shall not be employed by, nor have any financial interest in, the broadcasting, cable communications, or telephone business,;

~~—(2) Three members~~ shall be appointed by the Mayor and confirmed by Council.

~~(3 2)~~ Two members, who for the previous two years have been registered, qualified electors of the city, shall not be employed by, nor have any financial interest in, the broadcasting, cable communications, or telephone business, shall be appointed by Council.

~~(b)~~ (3) In addition to the voting members, there shall be ~~three~~ two ex officio, non-voting advisory members.

A. One member shall be from the ~~Communications, Environmental and Recreational Programming~~ Building and Utilities Committee.

B. One member shall be a representative from the Avon Lake School System or Board of Education.

~~(3)~~ One member may be a nonresident of the city who possesses sufficient qualifications to perform the duties imposed herein.

b) Terms. The five appointed resident members of the Communications and Technology Commission shall each serve three years with staggered terms, a third of which shall be appointed each year. Each member is eligible for reappointment without limitation on the number of consecutive appointments.

1) Vacancies on the Communications and Technology Commission shall be filled for the remainder of the unexpired term in the same manner that the position was originally filled.

2) The Chairperson will notify the Clerk of Council when a vacancy exists.

3) Any vacancy shall be filled within 60 days, unless extenuating circumstances require a longer period.

(c) Qualifications. As far as is practicable, appointments to the Communications and Technology Commission shall include individuals having expertise or experience in such areas as:

(1) Law, focusing on FCC regulations, copyright and internet regulations;

(2) Technology, relating to media communications;

(3) Marketing and social media;

(4) Education and non-profit;

(5) Consumer affairs, relating to cable access and Internet communications; and

(6) Historic understanding of Avon Lake and ALC-TV.

~~(d) Any vacancy occurring during the term of any voting member of the Commission shall be filled for the unexpired term in the manner authorized for an original appointment.~~

(e d) **Compensation.** The members of the Communications and Technology Commission shall serve without compensation. With prior approval by Council the assigned Department Director, according to the city procurement policies, any expense incurred by the Board Commission, or the members thereof, in the performance of their duties shall be paid from the municipal city treasury.

(e) **Removal.** Any Communications and Technology Commission member who misses three consecutive meetings, or more than 50% of the regular meetings on an annual basis, may be removed from the Commission by a majority vote of the other Commissioners.

§ 278.03 POWERS AND DUTIES.

The Communications and Technology Commission shall have the following duties and responsibilities:

(a) To advise Council regarding general policy relating to the operation and uses of the Avon Lake Community Television ALC-TV with a view toward maximizing the diversity of programs and services to subscribers and users, and provide access to government services and communications;

(b) To encourage the use of access channels among the widest range of institutions, groups and individuals within the city, including for governmental transparency, community events and programs and education;

(c) To encourage cooperation with schools, museums and other institutions located in the city or in neighboring communities with a view toward utilizing the facilities located therein to enrich the quality and diversity of access channel programming for the system;

(d) To advise Council of changes in the state-of-the-art technology and the applicability of the same to access channel programming for the system;

(e) To review budgets and recommend expenditures, as appropriate; and

(f) To submit an annual report to Council, including, but not limited to, a summary of the utilization of access channels, a review of any plans submitted during the year by the

Communications and Technology Director for the development of new services and a summary report of Commission deliberations throughout the year in connection with its assigned functions.

§ 278.04 RULES AND REGULATIONS.

The Communications and Technology Commission shall have the authority to submit proposed rules and regulations for the conduct of its business to Council for approval and, upon approval, shall have the right to hold hearings and make recommendations to the Communications and Technology Director and to the educational and governmental communities on the coordination of the education and governmental access channels. All such actions shall be advisory only.

§ 278.05 MEETINGS AND ORGANIZATIONS.

(a) The Communications and Technology Commission shall meet no less than six times every year. All meetings of the Commission shall be open to the public. Copies of meeting minutes shall be forwarded to the Clerk of Council, members of Council and the Mayor.

(b) There shall be a Secretary, ~~or designee~~, employed by the city who shall publish an agenda and serve notification of meetings, attend meetings of the Communications and Technology Commission, take minutes of the meetings and publish these minutes, and perform such follow-through and research as are required by the Commission.

(c) A Chairperson shall be ~~designated~~ **elected** by a majority vote of the Communications and Technology Commission members to serve until the expiration of that member's term. At the first meeting following the expiration of a Chairperson's term, the Commission shall ~~appoint~~ **elect** a new Chairperson to serve for the entirety of that member's term.

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

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

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

AN ORDINANCE AMENDING CODIFIED CHAPTER 284: ENVIRONMENTAL AFFAIRS
ADVISORY BOARD.

WHEREAS, Council has recommended amending Codified Ordinance Chapter 284;
and

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

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

Section No. 1: That Codified Ordinance Chapter 284 is hereby amended as follows:

CHAPTER 284: ENVIRONMENTAL AFFAIRS ADVISORY BOARD

§ 284.01 ESTABLISHMENT AND PURPOSE.

There is hereby established an advisory board to be known as the Environmental Affairs
Advisory Board with its purposes to include the following:

(a) To study and advise courses of action which the ~~Communications, Environmental and
Recreational Programming~~ **Environmental** Committee of Council may take to formulate and
promote general and broad codes of land, air and water management for the city; and

(b) To study and investigate other environmentally related concerns and issues of
importance to the Council and residents of the city and to report its findings and make
appropriate recommendations to residents of the city and Council ~~at the regularly scheduled
meetings of the Board,~~ **as needed.**

§ 284.02 MEMBERSHIP; TERM; ~~AND COMPOSITION~~ **COMPENSATION; AND REMOVAL.**

(a) **Membership.** The Environmental Affairs Advisory Board shall consist of 14 ~~voting~~
members, **comprised of the following:** ~~to be appointed by Council for terms of two years
each.~~

(1) Up to six members ~~of the Environmental Affairs Advisory Board~~ shall be employees
or representatives of industrial concerns located within the city who shall be selected
because of their knowledge, technical capability or interest in matters relating to air and/or

water management and for their ability to competently represent both their own industry and industry in general, which is located in the community. The industrial members need not be residents of the city **and shall be appointed by Council.**

(2) ~~The other members of the Environmental Affairs Advisory Board shall be resident members, who~~ **for the previous two years have been registered, qualified electors of the city and who are not employees of industrial concerns located in the city, shall be appointed by Council;** ~~The resident members shall hold no other elective office in the city administration while serving on the Board and shall be selected for their knowledge, technical ability, or genuine interest in matters related to air and/or water management in the city.~~

(3) One ex officio, non-voting member shall be the Public Works Director;

(4) One ex officio, non-voting member shall be the Chairperson of the Environmental Committee; and

(5) One ex officio member shall be a member of the Tree Commission.

~~In addition to voting members, the Public Works Director, the Mayor, Finance Director (or designee) and one member of the Communications, Environmental and Recreational Programming Committee shall serve as ex officio members of the Environmental Affairs Advisory Board without voting powers.~~

(b) Term. The appointed resident members of the Environmental Affairs Advisory Board shall each serve three years with staggered terms, a third of which shall be appointed each year. Each member is eligible for reappointment without limitation on the number of consecutive appointments.

(1) Beginning in 2026, the Chairperson shall serve for three years, and the Vice-Chairperson shall serve for two years, then every appointment thereafter, shall serve for three years.

(2) Vacancies on the Environmental Affairs Advisory Board shall be filled for the remainder of the unexpired term in the same manner that the position was originally filled.

(3) The Chairperson will notify the Clerk of Council when a vacancy exists.

(4) Any vacancy shall be filled within 60 days, unless extenuating circumstances require a longer period.

(c) Compensation. ~~The~~ **Members** of the Environmental Affairs Advisory Board shall serve without compensation. With prior approval of ~~Council~~ **the assigned Department Director,**

according to the city procurement policies, any expense incurred by the Commission or the members thereof in the performance of their duties shall be paid from the city treasury.

(d) Removal. Any Environmental Affairs Advisory Board member who misses three consecutive meetings, or more than 50% of the regular meetings on an annual basis, may be removed from the Board by a majority vote of the other Board members.

§ 284.03 POWERS AND DUTIES.

The Environmental Affairs Advisory Board shall seek, as its general goals:

- (a) To create and foster a positive, responsible, cooperative and continuous effort among businesses and residents of the city;
- (b) To educate the Council and residents of the city on important environmental issues;
- (c) To establish and make appropriate recommendations to Council through the use of subject matter experts on land, air and water management programs; and
- (d) To investigate every reasonable means available to it to inform and educate its members relative to the problems and possible solutions of land, water and air pollution and management in communities of similar size to the city.

§ 248.04 MEETINGS AND ORGANIZATION.

(a) The Environmental Affairs Advisory Board shall select elect by a majority vote its own Chairperson to make its own rules and regulations and keep a record of its proceedings. In the absence of any rule upon the matter of business, the Board shall be governed by Robert's Rules of Order. A majority of the members shall be a quorum for the transaction of business.

(b) The Finance Director (or designee) shall serve as Secretary to the Environmental Affairs Advisory Board.

(c) The Environmental Affairs Advisory Board shall meet on a quarterly basis, or more frequently as requested by its Chairperson. Minutes of Board meetings shall be forwarded to the Mayor and members of Council and filed with the Clerk of Council.

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

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

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AMENDING CODIFIED CHAPTER 286: PARKS AND RECREATION COMMISSION.

WHEREAS, Council has recommended amending Codified Ordinance Chapter 286;
and

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

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

Section No. 1: That Codified Ordinance Chapter 286 is hereby amended as follows:

CHAPTER 286: PARKS AND RECREATION COMMISSION

§ 286.01 ESTABLISHMENT AND PURPOSE.

There is hereby established a Parks and Recreation Commission to function in an advisory capacity to Council, the Mayor and the Recreation Director on all matters affecting city-owned parks, in addition to recreation policies and programs for the city. The **Parks and Recreation** Commission shall serve as an agency to develop and recommend a program of recreation policy for the community, working with the Recreation Director to administer the program.

§ 286.02 MEMBERSHIP, TERM; ~~AND~~ COMPENSATION **AND REMOVAL.**

(a) **Membership.** The Parks and Recreation Commission shall consist of nine members, comprised of the following:

(1) ~~Five~~ **Three members, who for the previous two years have been registered, qualified electors of the city, shall be appointed by the Mayor and confirmed by Council;**

(2) **Two members, who for the previous two years have been registered, qualified electors of the city, shall be appointed by Council;**

(3) **The members shall have** at least one **resident** member appointed from each ward.

~~voting members shall be residents of the city appointed by the Mayor for a term of three years each, with the advice and consent of the Council, with at least one member appointed from each ward. Each resident member shall be registered and qualified electors of the city who hold no other elective or appointive office or position in the city administration; and~~

(4) ~~Four~~ One ex officio, non-voting members comprised of shall be a member of Council, selected by the Mayor;

(5) One ex officio, non-voting member shall be a member of the Board of Education, selected by the Parks and Recreation Commission;

(6) One ex officio member shall be a member of the Tree Commission; and

(7) The Recreation Director, who shall serve as an ex officio, non-voting member. ~~Other than the Recreation Director, the ex officio members shall serve terms of one year each unless reappointed.~~

(b) Term. The five appointed resident members of the Parks and Recreation Commission shall each serve three years with staggered terms, a third of which shall be appointed each year. Each member is eligible for reappointment without limitation on the number of consecutive appointments.

(1) Vacancies on the Parks and Recreation Commission shall be filled for the remainder of the unexpired term in the same manner that the position was originally filled.

(2) The Chairperson will notify the Clerk of Council when a vacancy exists.

(3) Any vacancy shall be filled within 60 days, unless extenuating circumstances require a longer period.

(b c) Compensation. ~~The~~ Members of the Parks and Recreation Commission shall serve without compensation. With prior approval by Council the Recreation Director, according to the city procurement policies, any expense incurred by the Commission, or the members thereof, in the performance of their duties shall be paid from the city treasury.

(d) Removal. Any Parks and Recreation Commission member who misses three consecutive meetings, or more than 50% of the regular meetings on an annual basis, may be removed from the Commission by a majority vote of the other Commissioners.

§ 286.03 POWERS AND DUTIES.

(a) ~~Generally.~~ The Parks and Recreation Commission shall recommend rules, regulations and policies governing all public parks and all facilities and appurtenances for the protection of the public and proper use of the parks, except otherwise provided by the Council. In addition to its other duties and jurisdiction and for the promotion of the health, safety and enjoyment of the public, the ~~Parks and Recreation~~ Commission shall recommend all needed rules and regulations for the maintenance of order, safety and decency in all public parks and public grounds used for park ~~and/or recreation~~ purposes.

(b) No power to acquire or deed land. The Parks and Recreation Commission may make recommendations for acquisition and donations of real property used for park ~~and/or recreation~~ purposes, but shall have no power to acquire or dispose of real property.

(c) Improvements. The Parks and Recreation Commission may make recommendations for improvements to all parks and grounds used for park ~~and/or recreation~~ purposes.

§ 286.04 MEETINGS AND ORGANIZATION.

(a) The Parks and Recreation Commission shall hold an organizational meeting at its first regular meeting date of the year, and the meeting schedule for the year will be the first order of business.

(b) There shall be a minimum of five meetings per year, held on the fourth Wednesday of the scheduled month. Work sessions may be called at the discretion of the ~~Parks and Recreation~~ Commission Chairperson and/or the Recreation Director.

(c) ~~At its first meeting of the calendar year, the Parks and Recreation Commission shall elect a Chairperson and a Vice-Chairperson to serve terms of one year each.~~

(~~d~~ c) The Recreation Director, ~~or designee~~, shall serve as the ~~Clerk~~ ~~Secretary~~ of the Parks and Recreation Commission.

(e d) Minutes of meetings shall be recorded and kept on file in the Recreation Director's office. Copies shall be filed with Park and Recreation Commission members, the Mayor and ~~Clerk of Council~~.

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

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

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

AN ORDINANCE SETTING THE SALARY FOR STEVE PETER AS ACTING FIRE CHIEF AND DECLARING AN EMERGENCY.

WHEREAS, the Administration and the Human Resources Committee have recommended that the salary for Steve Peter, while serving in the position of Acting Fire Chief.

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

Section No. 1: That the salary for Steve Peter while serving in the position of Acting Fire Chief is hereby set at 7.5% above the salary of the Assistant Fire Chief in the Fire Department retroactive to August 15, 2025.

Section No. 2: 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. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of filling the temporary vacancy created by the Fire Chief being placed on administrative leave, in order to ensure the continued and efficient operation in the Fire Department. 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

AN ORDINANCE TO MAKE APPROPRIATIONS FOR THE CITY OF AVON LAKE FOR FISCAL YEAR 2026 AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary to make appropriations for Fiscal Year 2026, as presented and reviewed by Council in various committee meetings.

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 for the City of Avon Lake, Ohio, for the Fiscal Year 2026, commencing on January 1, 2026, the following appropriations, as detailed in Exhibits A and B, are hereby authorized as of that effective date.

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 2026, 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.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

	Exhibit A			
	City of Avon Lake			
	2026 Annual Appropriations - All Funds			
	Fund: 101 General Fund			
	Expenditures			
	51-52 - Salaries & Wages & Benefits	\$17,446,222.00		
	53 - Operating Expenses	\$4,496,551.00		
	55 - Capital Expenses	\$33,500.00		
	59 - Transfers	\$1,465,577.00		
	Fund Total: General Fund	(\$23,441,850.00)		
	Fund: 202 Streets CMR			
	Expenditures			
	51-52 - Salaries & Wages & Benefits	\$1,183,605.00		
	53 - Operating Expenses	\$519,675.00		
	55 - Capital Expenses	\$0.00		
	Fund Total: Streets CMR	(\$1,703,280.00)		
	Fund: 203 State Highway Fund			
	Expenditures			
	53 - Operating Expenses	\$225,000.00		
	55 - Capital Expenses	\$75,000.00		
	Fund Total: State Highway Fund	(\$300,000.00)		
	Fund: 204 Income Tax Transfer			
	Expenditures			
	59 - Transfers	\$18,539,348.00		
	Fund Total: Income Tax Transfer	(\$18,539,348.00)		
	Fund: 205 Improvement Fund			
	Expenditures			
	53 - Operating Expenses	\$12,700.00		
	55 - Capital Expenses	\$0.00		
	59 - Transfers	\$0.00		
	Fund Total: Improvement Fund	(\$12,700.00)		
	Fund: 206 Paramedic Fund			
	Expenditures			
	51-52 - Salaries & Wages & Benefits	\$1,791,629.00		
	53 - Operating Expenses	\$209,792.00		
	54 - Debt Expenses	\$0.00		
	55 - Capital Expenses	\$44,538.00		
	59 - Transfers	\$0.00		
	Fund Total: Paramedic Fund	(\$2,045,959.00)		
	Fund: 207 Income Tax Capital Improvement			
	Expenditures			
	53 - Operating Expenses	\$0.00		
	55 - Capital Expenses	\$5,974,722.00		
	59 - Transfers	\$0.00		
	Fund Total: Income Tax Capital Improvement	(\$5,974,722.00)		
	Fund: 208 Office On Aging			
	Expenditures			

Exhibit A			
City of Avon Lake			
2026 Annual Appropriations - All Funds			
53 - Operating Expenses	\$69,000.00		
Fund Total: Office On Aging	(\$69,000.00)		
Fund: 209 Dial A Bus Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits	\$0.00		
53 - Operating Expenses	\$0.00		
Fund Total: Dial A Bus Fund	\$0.00		
Fund: 210 Communication Technology			
Expenditures			
51-52 - Salaries & Wages & Benefits	\$363,082.00		
53 - Operating Expenses	\$836,519.00		
55 - Capital Expenses	\$11,000.00		
59 - Transfers	\$0.00		
Fund Total: Communication Technology	(\$1,210,601.00)		
Fund: 212 Law Enforcement Trust Fund			
Expenditures			
53 - Operating Expenses	\$0.00		
Fund Total: Law Enforcement Trust Fund	\$0.00		
Fund: 213 Law Enforcement Education			
Expenditures			
53 - Operating Expenses	\$0.00		
Fund Total: Law Enforcement Education	\$0.00		
Fund: 214 Court IDAT Treatment Fund			
Expenditures			
53 - Operating Expenses	\$0.00		
Fund Total: Court IDAT Treatment Fund	\$0.00		
Fund: 215 Municipal Court Computer Fund			
Expenditures			
53 - Operating Expenses	\$92,500.00		
Fund Total: Municipal Court Computer Fund	(\$92,500.00)		
Fund: 216 COPS Fast Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits	\$332,262.00		
Fund Total: COPS Fast Fund	(\$332,262.00)		
Fund: 217 Local Coronavirus Relief Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits	\$0.00		
53 - Operating Expenses	\$0.00		
Fund Total: Local Coronavirus Relief Fund	\$0.00		
Fund: 218 American Rescue Plan Act Fund			
Expenditures			
53 - Operating Expenses	\$0.00		
55 - Capital Expenses	\$0.00		

Exhibit A			
City of Avon Lake			
2026 Annual Appropriations - All Funds			
59 - Transfers		\$0.00	
Fund Total: American Rescue Plan Act Fund		\$0.00	
Fund: 219 Opioid Settlement Fund			
Expenditures			
53 - Operating Expenses		\$25,000.00	
Fund Total: Opioid Settlement Fund		(\$25,000.00)	
Fund: 224 AL Public Arts Fund			
Expenditures			
53 - Operating Expenses		\$0.00	
Fund Total: AL Public Arts Fund		\$0.00	
Fund: 226 Economic Development Fund			
Expenditures			
53 - Operating Expenses		\$100,000.00	
55 - Capital Expenses		\$0.00	
Fund Total: Economic Development Fund		(\$100,000.00)	
Fund: 227 Safety Services Communications			
Expenditures			
55 - Capital Expenses		\$0.00	
59 - Transfers		\$0.00	
Fund Total: Safety Services Communications		\$0.00	
Fund: 230 Board of Building Standards			
Expenditures			
53 - Operating Expenses		\$5,000.00	
Fund Total: Board of Building Standards		(\$5,000.00)	
Fund: 231 Employee Sick Time Buy Back Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits		\$0.00	
59 - Transfers		\$0.00	
Fund Total: Employee Sick Time Buy Back Fund		\$0.00	
Fund: 232 Street Tree Fund			
Expenditures			
53 - Operating Expenses		\$0.00	
Fund Total: Street Tree Fund		\$0.00	
Fund: 235 Consulting Professional Training			
Expenditures			
53 - Operating Expenses		\$30,000.00	
Fund Total: Consulting Professional Training		(\$30,000.00)	
Fund: 236 ALMunicipal Court Security Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits		\$0.00	

Exhibit A			
City of Avon Lake			
2026 Annual Appropriations - All Funds			
53 - Operating Expenses	\$25,000.00		
Fund Total: ALMunicipal Court Security Fund	(\$25,000.00)		
Fund: 237 Court IDIAM Monitoring Fund			
Expenditures			
53 - Operating Expenses	\$12,000.00		
59 - Transfers	\$0.00		
Fund Total: Court IDIAM Monitoring Fund	(\$12,000.00)		
Fund: 238 Court Probation Services Fund			
Expenditures			
53 - Operating Expenses	\$1,500.00		
Fund Total: Court Probation Services Fund	(\$1,500.00)		
Fund: 239 Court Special Projects Fund			
Expenditures			
53 - Operating Expenses	\$1,500.00		
55 - Capital Expenses	\$0.00		
Fund Total: Court Special Projects Fund	(\$1,500.00)		
Fund: 240 Recreation Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits	\$1,150,382.00		
53 - Operating Expenses	\$788,114.00		
55 - Capital Expenses	\$0.00		
59 - Transfers	\$0.00		
Fund Total: Recreation Fund	(\$1,938,496.00)		
Fund: 241 Legal Research & Court Computer			
Expenditures			
53 - Operating Expenses	\$1,000.00		
55 - Capital Expenses	\$0.00		
Fund Total: Legal Research & Court Computer	(\$1,000.00)		
Fund: 301 General Bond Retirement			
Expenditures			
53 - Operating Expenses	\$5,000.00		
54 - Debt Expenses	\$2,628,348.00		
59 - Transfers	\$0.00		
Fund Total: General Bond Retirement	(\$2,633,348.00)		
Fund: 302 GO Bond Retirement (Voted)			
Expenditures			
53 - Operating Expenses	\$4,700.00		
54 - Debt Expenses	\$338,500.00		
Fund Total: GO Bond Retirement (Voted)	(\$343,200.00)		
Fund: 501 Special Assessment Bond Retire			

Exhibit A			
City of Avon Lake			
2026 Annual Appropriations - All Funds			
Expenditures			
53 - Operating Expenses	\$0.00		
54 - Debt Expenses	\$24,100.00		
Fund Total: Special Assessment Bond Retire	(\$24,100.00)		
Fund: 520 SA Walker Road/Lear Rd East			
Expenditures			
53 - Operating Expenses	\$500.00		
54 - Debt Expenses	\$0.00		
Fund Total: SA Walker Road/Lear Rd East	(\$500.00)		
Fund: 521 SA Lear Rd/Walker Rd South			
Expenditures			
53 - Operating Expenses	\$1,100.00		
54 - Debt Expenses	\$0.00		
Fund Total: SA Lear Rd/Walker Rd South	(\$1,100.00)		
Fund: 522 SA Titus Pitts Hill Ditch			
Expenditures			
53 - Operating Expenses	\$0.00		
59 - Transfers	\$0.00		
Fund Total: SA Titus Pitts Hill Ditch	\$0.00		
Fund: 525 Sidewalk Improvement Fund			
Expenditures			
53 - Operating Expenses	\$0.00		
55 - Capital Expenses	\$0.00		
Fund Total: Sidewalk Improvement Fund	\$0.00		
Fund: 527 Cove Avenue Improvements			
Expenditures			
53 - Operating Expenses	\$550.00		
59 - Transfers	\$0.00		
Fund Total: Cove Avenue Improvements	(\$550.00)		
Fund: 601 Police Pension Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits	\$449,077.00		
53 - Operating Expenses	\$7,300.00		
Fund Total: Police Pension Fund	(\$456,377.00)		
Fund: 602 Fire Pension Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits	\$449,077.00		
53 - Operating Expenses	\$7,300.00		
Fund Total: Fire Pension Fund	(\$456,377.00)		
Fund: 603 Recreation Trust			
Expenditures			
53 - Operating Expenses	\$0.00		

Exhibit A			
City of Avon Lake			
2026 Annual Appropriations - All Funds			
55 - Capital Expenses		\$0.00	
Fund Total: Recreation Trust		\$0.00	
Fund: 611 Deposit Trust			
Expenditures			
53 - Operating Expenses		\$0.00	
Fund Total: Deposit Trust		\$0.00	
Fund: 612 Unclaimed Funds			
Expenditures			
53 - Operating Expenses		\$0.00	
59 - Transfers		\$20,500.00	
Fund Total: Unclaimed Funds		(\$20,500.00)	
Fund: 701 Water Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits		\$2,278,385.00	
53 - Operating Expenses		\$4,486,842.00	
55 - Capital Expenses		\$1,172,000.00	
59 - Transfers		\$2,952,900.00	
Fund Total: Water Fund		(\$10,890,127.00)	
Fund: 702 West Ridge Interconnect			
Expenditures			
53 - Operating Expenses		\$16,500.00	
54 - Debt Expenses		\$47,420.00	
59 - Transfers		\$0.00	
Fund Total: West Ridge Interconnect		(\$63,920.00)	
Fund: 703 ELT1 Fund			
Expenditures			
53 - Operating Expenses		\$2,855,735.00	
55 - Capital Expenses		\$0.00	
59 - Transfers		\$0.00	
Fund Total: ELT1 Fund		(\$2,855,735.00)	
Fund: 704 Waterworks Construction Fund			
Expenditures			
54 - Debt Expenses		\$0.00	
55 - Capital Expenses		\$33,856,274.00	
59 - Transfers		\$0.00	
Fund Total: Waterworks Construction Fund		(\$33,856,274.00)	
Fund: 705 Water Surplus Fund			
Expenditures			
55 - Capital Expenses		\$0.00	
59 - Transfers		\$0.00	
Fund Total: Water Surplus Fund		\$0.00	
Fund: 706 Water Debt Service			
Expenditures			
53 - Operating Expenses		\$500.00	
54 - Debt Expenses		\$2,830,260.00	

Exhibit A			
City of Avon Lake			
2026 Annual Appropriations - All Funds			
59 - Transfers		\$0.00	
Fund Total: Water Debt Service		(\$2,830,760.00)	
Fund: 707 Water Debt Service Reserve Fund			
Expenditures			
59 - Transfers		\$0.00	
Fund Total: Water Debt Service Reserve Fund		\$0.00	
Fund: 710 Water Impact Fee			
Expenditures			
59 - Transfers		\$1,750,000.00	
Fund Total: Water Impact Fee		(\$1,750,000.00)	
Fund: 721 WasteWater Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits		\$1,986,895.00	
53 - Operating Expenses		\$2,380,101.00	
55 - Capital Expenses		\$180,000.00	
59 - Transfers		\$1,630,580.00	
Fund Total: WasteWater Fund		(\$6,177,576.00)	
Fund: 722 Sewer Collection Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits		\$1,939,638.00	
53 - Operating Expenses		\$785,183.00	
55 - Capital Expenses		\$615,000.00	
59 - Transfers		\$1,602,000.00	
Fund Total: Sewer Collection Fund		(\$4,941,821.00)	
Fund: 723 Water Distribution Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits		\$1,813,584.00	
53 - Operating Expenses		\$2,015,763.00	
55 - Capital Expenses		\$719,600.00	
59 - Transfers		\$956,536.00	
Fund Total: Water Distribution Fund		(\$5,505,483.00)	
Fund: 724 WasteWater Construction Fund			
Expenditures			
53 - Operating Expenses		\$0.00	
55 - Capital Expenses		\$5,900,000.00	
59 - Transfers		\$0.00	
Fund Total: WasteWater Construction Fund		(\$5,900,000.00)	
Fund: 725 Trunk Wastewater Fund			
Expenditures			
53 - Operating Expenses		\$0.00	
54 - Debt Expenses		\$0.00	
59 - Transfers		\$2,028,955.00	
Fund Total: Trunk Wastewater Fund		(\$2,028,955.00)	
Fund: 727 WasteWater Debt Service Fund			

Exhibit A			
City of Avon Lake			
2026 Annual Appropriations - All Funds			
Expenditures			
53 - Operating Expenses	\$500.00		
54 - Debt Expenses	\$4,780,200.00		
59 - Transfers	\$0.00		
Fund Total: WasteWater Debt Service Fund	(\$4,780,700.00)		
Fund: 728 WasteWater Repl Reserve Fund			
Expenditures			
59 - Transfers	\$0.00		
Fund Total: WasteWater Repl Reserve Fund	\$0.00		
Fund: 749 LORCO Custodial Account Fund			
Expenditures			
51-52 - Salaries & Wages & Benefits	\$0.00		
53 - Operating Expenses	\$266,000.00		
54 - Debt Expenses	\$16,210.00		
55 - Capital Expenses	\$25,000.00		
59 - Transfers	\$1,791,294.00		
Fund Total: LORCO Custodial Account Fund	(\$2,098,504.00)		
Fund: 761 WWC Eastern Trans Line 2 Fund			
Expenditures			
55 - Capital Expenses	\$0.00		
Fund Total: WWC Eastern Trans Line 2 Fund	\$0.00		
Fund: 762 ELT2 Fund			
Expenditures			
53 - Operating Expenses	\$6,730,000.00		
55 - Capital Expenses	\$0.00		
59 - Transfers	\$103,000.00		
Fund Total: ELT2 Fund	(\$6,833,000.00)		
Fund: 765 Lateral Loan Fund			
Expenditures			
53 - Operating Expenses	\$118,165.00		
54 - Debt Expenses	\$0.00		
59 - Transfers	\$0.00		
Fund Total: Lateral Loan Fund	(\$118,165.00)		
Fund: 801 Court Transfer Fund			
Expenditures			
53 - Operating Expenses	\$7,000.00		
Fund Total: Court Transfer Fund	(\$7,000.00)		
Expenditure Grand Totals:	\$150,435,790.00		

	Exhibit B			
	City of Avon Lake			
	2026 Annual Appropriations - General Fund by Department			
	Fund: 101 General Fund			
	Expenditures			
	Department: 010 Police			
	51-52 - Salaries & Wages & Benefits	\$5,291,596.00		
	53 - Operating Expenses	\$490,804.00		
	55 - Capital Expenses	\$17,000.00		
	59 - Transfers	\$166,131.00		
	Department Total: Police	\$5,965,531.00		
	Department: 031 Fire			
	51-52 - Salaries & Wages & Benefits	\$4,351,452.00		
	53 - Operating Expenses	\$298,667.00		
	Department Total: Fire	\$4,650,119.00		
	Department: 050 Engineering			
	51-52 - Salaries & Wages & Benefits	\$372,085.00		
	53 - Operating Expenses	\$376,100.00		
	Department Total: Engineering	\$748,185.00		
	Department: 054 Public Works			
	51-52 - Salaries & Wages & Benefits	\$3,773,165.00		
	53 - Operating Expenses	\$1,281,306.00		
	55 - Capital Expenses	\$0.00		
	Department Total: Public Works	\$5,054,471.00		
	Department: 060 Building			
	51-52 - Salaries & Wages & Benefits	\$613,288.00		
	53 - Operating Expenses	\$40,464.00		
	55 - Capital Expenses	\$3,000.00		
	Department Total: Building	\$656,752.00		
	Department: 100 Mayor			
	51-52 - Salaries & Wages & Benefits	\$379,789.00		
	53 - Operating Expenses	\$18,189.00		
	Department Total: Mayor	\$397,978.00		
	Department: 101 Human Resources			
	51-52 - Salaries & Wages & Benefits	\$189,270.00		
	53 - Operating Expenses	\$104,500.00		
	Department Total: Human Resources	\$293,770.00		
	Department: 103 Community Development			
	51-52 - Salaries & Wages & Benefits	\$551,091.00		
	53 - Operating Expenses	\$207,200.00		
	Department Total: Community Development	\$758,291.00		
	Department: 110 Finance			
	51-52 - Salaries & Wages & Benefits	\$533,695.00		
	53 - Operating Expenses	\$458,368.00		
	Department Total: Finance	\$992,063.00		
	Department: 120 General Government			
	53 - Operating Expenses	\$911,000.00		
	59 - Transfers	\$1,299,446.00		

	Exhibit B			
	City of Avon Lake			
	2026 Annual Appropriations - General Fund by Department			
	Department Total: General Government	\$2,210,446.00		
	Department: 130 Law			
	51-52 - Salaries & Wages & Benefits	\$224,730.00		
	53 - Operating Expenses	\$116,496.00		
	55 - Capital Expenses	\$0.00		
	Department Total: Law	\$341,226.00		
	Department: 140 Council			
	51-52 - Salaries & Wages & Benefits	\$335,484.00		
	53 - Operating Expenses	\$46,928.00		
	55 - Capital Expenses	\$7,500.00		
	Department Total: Council	\$389,912.00		
	Department: 150 Court			
	51-52 - Salaries & Wages & Benefits	\$821,449.00		
	53 - Operating Expenses	\$104,933.00		
	55 - Capital Expenses	\$6,000.00		
	Department Total: Court	\$932,382.00		
	Department: 160 Civil Service			
	51-52 - Salaries & Wages & Benefits	\$9,128.00		
	53 - Operating Expenses	\$41,596.00		
	Department Total: Civil Service	\$50,724.00		
	Fund Total: General Fund	\$23,441,850.00		

AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF PART-TIME ASSISTANT DEPUTY CLERK AND ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION.

WHEREAS, it has been recommended by the Human Resources Committee that a job description for the position of Part-Time Assistant Deputy Clerk be adopted.

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

Section No. 1: That the specifications, responsibilities, and duties applicable to the position of Part-Time Assistant Deputy Clerk shall be as shown in the job description, a copy of which is attached hereto and made a part hereof.

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

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

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor



**City of Avon Lake, Ohio
Classification Specification
Part-Time Assistant Deputy Clerk**

JOB FAMILY	GRADE	FLSA STATUS	CLASSIFIED STATUS	PCN
Clerks	N5	Non-Exempt	Unclassified	

CLASSIFICATION SUMMARY

Under the general direction and guidance of the Clerk of Council, the Part-Time Assistant Deputy Clerk serves as clerical and administrative support for the Civil Service Commission and the Council Office; performs routine office work and customer service duties; and prepares documents in accordance with the Ohio Revised Code and the Ohio Open Meetings Act.

ESSENTIAL DUTIES ¹	% OF TIME
Provides clerical support to the Clerk of Council, as needed, and the Civil Service Commission.	25
Prepares public posting of vacancies in the classified service; collects, processes, and reviews civil service applications; schedules and proctors civil service examinations; and compiles, maintains, and updates certified eligibility lists.	20
Attends meetings of the Civil Service Commission and other Boards, Commissions, or Committee meetings, as needed; and prepares agendas and meeting minutes.	20
Establishes and maintains files, including general files and correspondence of the Civil Service Commission, in accordance with the City's Records Retention Schedule.	10
Maintains knowledge of Civil Service Rules and Procedures and increases knowledge and skills through attendance at meetings, conferences, and training seminars.	10
Performs customer service duties, including greeting visitors, answering the telephone, and responding to inquiries.	10
Performs other related duties, as assigned.	5

¹ The essential duties, functions, responsibilities, and recommended Fair Labor Standards Act (FLSA) designation may vary based on the specific tasks assigned to the position.

MINIMUM QUALIFICATIONS**EDUCATION AND EXPERIENCE:**

High school diploma, or equivalent (GED)

CERTIFICATIONS/LICENSES:

Valid Ohio Driver's License or ID

PREFERRED QUALIFICATION:

- Previous experience with file organization, scanning, and/or digitization
- Previous secretarial experience

KNOWLEDGE OF:

- Office practices and procedures
- Business communication practices, including proofreading, grammar, punctuation, and spelling

SKILL IN:

- Operating standard office equipment, including transcription equipment and computer software, including word processing and spreadsheet programs
- Establishing and maintaining effective working relationships with the Clerk of Council, Deputy Clerk of Council, Civil Service Commission members, elected officials, citizens, and other public entities and private business representatives
- Working additional hours, as needed
- Attending evening meetings or Saturday examinations, as needed
- Completing internal and web-based research
- Possessing strong organizational and interpersonal skills with the ability to communicate effectively
- Exercising discretion while dealing with difficult, sensitive, and confidential issues

ADA AND OTHER REQUIREMENTS

This position typically requires standing, walking, fingering, grasping, talking, hearing, seeing, and repetitive motions.

SEDENTARY WORK:

Exerting up to ten pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects. Sedentary work involves sitting most of the time. Walking and standing are required only occasionally.

WORKING CONDITIONS:

Work is performed in indoor office environments.

HOURLY/SALARY RANGE* AND BENEFITS **Subject to City Council approval*

- \$17.26 to \$25.65 hourly, or \$17,950.40 to \$26,676.00 annually
- Applicable benefits provided to part-time, non-bargaining employees, as declared in Codified Ordinance Chapter 260

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 1065.11: GREEN TEAM CERTIFICATION.

WHEREAS, Council has recommended amending Codified Ordinance Section 1065.11; and

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

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

Section No. 1: That Codified Ordinance Section 1065.11:

“A contractor with a valid certificate of registration within the city shall be eligible to request additional certification as a “Green Team” member. “Green Team” certified contractors shall be required to follow additional certification requirements as described in the Avon Lake Green Team Certification Criteria Policy adopted by Council and available from the Stormwater Program Manager.”

is hereby repealed.

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

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

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AMENDING CODIFIED CHAPTER 272: AVON LAKE HISTORICAL PRESERVATION COMMISSION.

WHEREAS, Council has recommended amending Codified Ordinance Chapter 272;
and

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

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

Section No. 1: That Codified Ordinance Chapter 272 is hereby amended as follows:

CHAPTER 272: AVON LAKE HISTORICAL PRESERVATION COMMISSION

§ 272.01 ESTABLISHMENT AND PURPOSE.

The Avon Lake Historical Preservation Commission is hereby established to safeguard the architectural integrity of historic sites, buildings, structures, works of art, and other objects having a special historical, community, or aesthetic interest or value in the interest of the health, prosperity, safety, and welfare of the residents of the City of Avon Lake.

§ 272.02 MEMBERSHIP; TERM; ~~QUALIFICATIONS; AND~~ COMPENSATION ~~AND REMOVAL~~.

(a) Membership. The Avon Lake Historical Preservation Commission shall consist of seven members, comprised of the following:

(1) Three ~~voting~~ members, ~~who for the previous two years have been registered, qualified electors of the city~~, shall be appointed by Council;

(2) Two ~~voting~~ members, ~~who for the previous two years have been registered, qualified electors of the city~~, shall be appointed by the Mayor;

(3) One ~~ex officio~~, non-voting member shall be appointed by the Avon Lake Planning Commission to serve as its liaison to the Avon Lake Historical Preservation Commission;
and

(4) One **ex officio**, non-voting member appointed from the members of the Council to serve as its liaison to the Avon Lake Historical Preservation Commission.

(b) ~~Qualifications.~~

~~—(1) Appointed members of the Avon Lake Historical Preservation Commission shall be residents and qualified electors of the city who shall represent the diverse, geographic makeup of the community.~~

~~—(2) Whenever possible, voting members shall have demonstrated a special interest, experience, or knowledge of history, architecture, architectural history, archaeology, interior design (with a specialization in historic preservation), planning, or a related discipline.~~

(c) ~~Terms of office.~~ Each **The five appointed resident** members of the Avon Lake Historical Preservation Commission shall serve ~~two~~ **three** years with staggered terms, ~~half~~ **a third** of which shall be appointed each year. Each member is eligible for reappointment without limitation on the number of consecutive appointments.

(1) Vacancies on the Avon Lake Historical Preservation Commission shall be filled for the remainder of the unexpired term in the same manner that the position was originally filled.

(2) The Chairperson will notify the Clerk of Council when a vacancy exists.

(3) Any vacancy shall be filled within 60 days, unless extenuating circumstances require a longer period.

~~(b)~~ **(c)** Qualifications.

~~—(1) Appointed members of the Avon Lake Historical Preservation Commission shall be residents and qualified electors of the city who shall represent the diverse, geographic makeup of the community.~~

Whenever possible, ~~voting~~ members shall have demonstrated a special interest, experience, or knowledge of history, architecture, architectural history, archaeology, interior design (with a specialization in historic preservation), planning, or a related discipline.

(d) Compensation. Members of the Avon Lake Historical Preservation Commission shall serve without compensation. With the prior approval of Council **the assigned Department Director, according to the city procurement policies**, any expense incurred by the Commission, or the members, thereof in the performance of their duties shall be paid from the city treasury.

(e) Removal. Any Avon Lake Historical Preservation Commission member who misses three consecutive meetings, or more than 50% of the regular meetings on an annual basis, may be removed from the Commission by a majority vote of the other Commissioners.

§ 272.03 POWERS AND DUTIES.

The Avon Lake Historical Preservation Commission's duties and authority shall include, but not be limited to, the following:

(a) To approve or deny an application for a certificate of appropriateness regarding any change, demolition, construction, preservation, restoration, reconstruction, and rehabilitation of any structure or property within its jurisdiction. Such approval shall be required in addition to all other permits applicable to the property;

(b) To make recommendations to the Public Service Committee and Planning Commission regarding amendments to this chapter and with respect to other legislation affecting historic districts or landmarks;

(c) To establish the procedures for evaluating applications for certificates of appropriateness. Such information shall be written and published and made available to the public within three months after the members have been appointed and may be revised from time to time as needed;

(d) To conduct or cause to be conducted a continuing survey of cultural resources in the community, according to the guidelines established by the Ohio Historic Preservation Office;

(e) To act in an advisory role to other officials and departments of local government regarding the protection of local cultural resources;

(f) To act as a liaison on behalf of the local government to individuals and organizations concerned with historic preservation;

(g) To conduct or encourage members to attend educational sessions at least once a year or an in-depth consultation with the Ohio Historic Preservation Office pertaining to the work and functions of the ALHPC Avon Lake Historical Preservation Commission or on specific historic preservation issues;

(h) To educate property owners/applicants on the benefits and possible limitations of their property being declared historic;

(i) To maintain a system for the survey and inventory of historic properties; and

(j) **To** review applications for designation as a historic landmark or historic district according to the procedures and criteria in this chapter.

§ 272.04 MEETINGS AND ORGANIZATION.

(a) Meetings. The Avon Lake Historical Preservation Commission shall meet at least six times per year, which shall be held at regular intervals, advertised in advance, and held in a public place.

(b) Quorum. A majority of the membership of the Avon Lake Historical Preservation Commission shall constitute a quorum for the transaction of business. A majority of a quorum shall be required to approve any action.

(c) Election of Chairperson and Secretary. At the first meeting in January, the Avon Lake Historical Preservation Commission shall elect a Chairperson and recording Secretary by a majority vote of the members.

(d) Avon Lake Historical Preservation Commission Chairperson. Duties shall consist of preparing the agenda for each meeting; determining the time, place, and frequency of meetings; and ensuring that all meetings comply with the requirements of Ohio's Open Meeting Laws, R.C. §§ 121.22 et seq.

(e) Avon Lake Historical Preservation Commission Recording Secretary. Duties shall consist of:

(1) Taking and maintaining complete files containing all applications granted or denied and written minutes of all meetings, which shall be available for public inspection; and

(2) Preparing a written annual report of the Avon Lake Historical Preservation Commission's activities, cases, decisions, special projects and the like to be submitted to the Community Development Director, Planning Commission and Council.

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

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

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 288: TREE COMMISSION.

WHEREAS, Council has recommended amending Codified Ordinance Chapter 288;
and

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

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

Section No. 1: That Codified Ordinance Chapter 288 is hereby amended as follows:

CHAPTER 288: TREE COMMISSION

§ 288.01 ESTABLISHMENT ~~AND PURPOSE AND DUTIES.~~

(a) Establishment. There is hereby established in and for the city a Tree Commission to foster a community that is committed to the sustainable management of the urban forest.

(b) ~~Goals and objectives~~ Purpose.

(1) Promote the health and safety of the existing urban tree population and achieve a fully stocked, healthy and resilient urban forest by providing recommendations for tree planting on public lands, in rights-of-way and in subdivisions, per the Planning and Zoning Code;

(2) Educate Avon Lake's ~~citizens~~ residents, employees and volunteers about the need for a sustainable urban forest and the value and importance of maintaining and improving the urban forest;

(3) Work with city staff to ensure annual Tree City USA recognition and Growth Award attainment; and

(4) ~~Provide advice regarding~~ Advise on arboricultural and urban forestry best management practices.

§ 288.02 MEMBERSHIP; TERMS OF OFFICE; COMPENSATION; **AND REMOVAL.**

(a) Membership. The Tree Commission shall consist of seven ~~voting~~ members, ~~to be~~ comprised of the following:

- 1) ~~the Urban Forester; one member of Council (who serves as the Chairperson of the Public Service Committee); and five~~ **Three persons members**, who for the previous two years have been registered, qualified electors of the city, ~~who shall be appointed by the Mayor with the approval of~~ **and confirmed by** Council;
- 2) **Two members, who for the previous two years have been registered, qualified electors of the city, shall be appointed by Council;**
- 3) **One ex officio, non-voting member shall be the** Urban Forester;
- 4) One **ex officio, non-voting** member **appointed by** Council, ~~who serves as~~ **shall be** the Chairperson of the Public Service Committee;

(b) ~~Term of office.~~ The five appointed ~~citizen~~ **resident** members of the Tree Commission shall each serve three years **with staggered** terms, ~~provided however that the upon approval and adoption of this chapter, the first term of the five appointed members shall be staggered with two members serving for one year, one two members serving for two years, and the third member serving for three years.~~ **a third of which shall be appointed each year. Each member is eligible for reappointment without limitation on the number of consecutive appointments.** ~~Should a vacancy occur during the term of any member, a successor shall be appointed by the Mayor with the approval of Council for the unexpired portion of such term.~~

- 1) **Vacancies on the Tree Commission shall be filled for the remainder of the unexpired term in the same manner that the position was originally filled.**
- 2) **The Chairperson will notify the Clerk of Council when a vacancy exists.**
- 3) **Any vacancy shall be filled within 60 days, unless extenuating circumstances require a longer period.**

(c) ~~Compensation and reimbursement.~~ Members of the Tree Commission shall serve without compensation but shall be entitled to reimbursement for any and all necessary expenditures in carrying out the functions of the Commission, including recommended continuing education opportunities provided through the Ohio Department of Natural Resources, Division of Forestry and other qualified providers, or as approved by the Urban Forester **or the Public Works Director.**

(d) Removal. Any **Tree** Commission member who misses three consecutive meetings, or more than 50% of the regular meetings on an annual basis, may be removed from the **Tree** Commission by a majority vote of the other Commissioners.

§ 288.03 POWERS AND DUTIES.

(a) The Tree Commission shall have the power to study, investigate, plan, advise, report, and recommend to Council, the Urban Forester, ~~the~~ Planning Commission or the Mayor any action, program, plan or legislation which the Commission shall find or determine to be necessary or advisable:

(1) **To** promote the health and safety of all trees in the urban forest on the public lands through the care, preservation, trimming, planting, replanting, maintaining, protecting, prompting, removal or disposition of trees and shrubs in public ways, curb strips, streets, alleys and all city property;

(2) **To** achieve a fully stocked, healthy and resilient urban forest by identifying and recommending trees and other plants desirable for planting in public spaces and on private property to ensure ~~the~~ public safety and welfare, promote diversity of native species of trees and other plants and protect the local natural ecosystem;

(3) To identify trees and other plants ~~which~~ **that** are undesirable for planting in public spaces and on private property to ensure ~~the~~ public safety and welfare and benefit the natural, local ecosystem;

(4) **To** work with city staff to ensure annual Tree City USA recognition and Growth Award attainment;

(5) **To** educate the community's residents, elected officials, employees and volunteers about the value and need for a sustainable urban forest by understanding the importance of maintaining and improving the urban forest through encouraging arboricultural best practices for the city; and

(6) **To** work with the Urban Forester to establish and maintain an inventory of city-owned trees and identify trees at high risk for failure, disease and insect infiltration.

(b) The **Tree** Commission, when requested by Council, the Mayor or the Urban Forester, shall consider, investigate, make findings, report and recommend upon any special matter or question coming within the scope of its work. Recommendations requiring Council action shall be made to the Public Service Committee of Council.

(c) The members of the Tree Commission shall provide website content to **the** Communications and Technology **Department** concerning the rules, regulations, standards

and specifications developed by the Commission and approved by Council or such other content as deemed advisable.

(d) It is recommended that members of the Tree Commission participate in continuing education through the Ohio Department of Natural Resources, Department of Forestry and other educational opportunities.

(e) The Tree Commission shall establish and implement an annual Arbor Day observance.

§ 288.04 MEETINGS; ORGANIZATION.

(a) The Tree Commission shall hold an organizational meeting at its first regular meeting date of the year, and the meeting schedule for the year will be the first order of business. There shall be a minimum of six meetings per year. Work sessions or special meetings may be called at the discretion of the Commission Chairperson.

(b) The **Tree** Commission shall ~~choose~~ **elect by a majority vote** its own officers, make its own rules and regulations and keep a record of its proceedings. A ~~notebook~~ **handbook** shall be kept in the Clerk of Council's office as a permanent record. In the absence of any rule regarding the matter of business, the Commission shall be governed by Robert's Rules of Order.

(c) The **Tree** Commission shall appoint one of its members to serve as an ex officio member of the Parks and Recreation Commission and one member to serve as an **ex officio** ~~voting~~ member of the Environmental Affairs Advisory Board.

(d) A majority of the members shall be a quorum for the transaction of business. All plans, findings, advice, reports and recommendations made by the **Tree** Commission shall be in writing and shall designate by name those members of the Commission approving the same, failing to concur therein or abstaining therefrom. Those who fail to concur or who abstain shall have the right, as a part of such report, to state their reasons for refusing to approve or to concur. Minutes of meetings shall be ~~recorded and kept on file~~ **in the Urban Forester's office. Copies shall be filed with Commission members, and forwarded to the** Mayor and the Clerk of Council.

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

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

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 220.05: STANDING COMMITTEES.

WHEREAS, Council has recommended amending Codified Ordinance Section 220.05; and

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

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

Section No. 1: That Codified Ordinance Section 220.05 is hereby amended as follows:

§ 220.05 STANDING COMMITTEES.

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

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

(1) Building and Utilities Committee.

A. All ordinances, resolutions and other matters relating to **the Communications and Technology Department; the city-owned cable access channels and studio, including telephones, radios, computer hardware or software, social media, city website, marketing, technology, community outreach;** water, ~~storm~~, sanitary, and ~~combined sewers~~ additions, repairs, and improvements of ~~storm~~, sanitary, and ~~combined sewers~~, hydrants, electrical lines, gas lines, **data lines**, index of line breaks, ~~installations of sewers to enclose open ditches, and sewage disposal~~ sewer assessments and such matters **shall be** referred to the Building and Utilities Committee under the jurisdiction of the city and Avon Lake Regional Water, **and** are the responsibility of the Building and Utilities Committee for study, **investigation** and ~~report~~ **recommendation** to Council.

B. **Whenever possible**, the Chair**person** of the Buildings and Utilities Committee will attend Avon Lake Regional Water public meetings ~~when possible~~.

C. One member of the Building and Utilities Committee shall serve as an ex officio, non-voting member of the Communications and Technology Commission.

D. Reviews the Building Department's goals and objectives and goals, public transportation, railroad crossings, including construction and renovation of buildings, issues pertaining to water, gas and shoreline protection. In addition, maintenance of ditches catch basins, electrical light and power matters shall be considered and recommended to Council.

D. E. Reviews city utility contracts with power distribution, including street lights.

E. F. Works with other committees related to renewable energy.

G. Oversees issues of informational technology within the Council Chamber and the city, including network security, radios and all other communications.

(2) Economic Development Committee.

A. All ordinances, resolutions and other matters relating to economic development and involving the Community Development Department, including, but not limited to, retaining existing businesses and attracting new businesses to Avon Lake shall be referred to the Economic Development Committee for study, investigation and recommendation to Council, except that such referral on a particular matter may be waived by the President of Council President upon the Mayor's request and advice that timely consideration of such matter by Council is necessary or appropriate.

B. Works with members of the Community Improvement Corporation.

C. Reviews the Recreation Department's goals and objectives, along with recreational programming (includes youth and senior services and other recreational activities).

D. Proposes arts and humanities programming.

E. Oversees and advises all matters related to public transportation.

(3) Communications, Environmental, and Recreational Programming Environmental Committee.

A. All ordinances, resolutions and other matters relating to natural resources and environmental protection; shoreline protection; preservation and conservation of Lake Erie; recycling; yard waste, waste collection and contract, leaf humus, branch pickup and

woodchips; compost; and inventory of brownfields shall be referred to the ~~Communications, Environmental, and Recreational Programming~~ Environmental Committee for study, investigation and recommendation to Council.

~~B. All ordinances, resolutions and other matters relating to the Communications and Technology Department, and the city-owned cable access channels and studio, including telephones, computer hardware or software, social media, city website, marketing and community outreach shall be referred to the Communications, Environmental, and Recreational Programming Committee for investigation and recommendation to Council.~~

~~C.B.~~ One member of the ~~Communications, Environmental, and Recreational Programming~~ Environmental Committee shall serve as an ex officio, non-voting member of the Environmental Affairs Advisory Board.

~~D. One member of the Communications, Environmental, and Recreational Programming Committee shall serve as an ex officio member of the Avon Lake Communications and Technology Commission.~~

~~—E. Reviews city website and all forms of social media communications and community outreach and noted technology.~~

~~F. Reviews the Recreation Department objectives and goals along with recreational programming (includes youth and senior services and other recreational activities).~~

G.C. Proposes green renewable energy and alternative energies.

~~H. Oversees issues of informational technology within Council Chamber and the city including network security, radios and all other communications.~~

~~I. Continue reviewing and lobbying to protect the shores of Lake Erie.~~

J. Proposes arts and humanities programming.

(4) Finance Committee.

A. All ordinances, resolutions, and other matters relating to finances, indebtedness, appropriations, payment of moneys and taxation, and all matters involving the office of the Finance Director and insurance and pensions of employees, shall be referred to the Finance Committee for study, investigation, and reporting recommendation to members of Council.

B. ~~Quarterly, reviews and compares expenditures against the established budget to identify and analyze possible fiscal trends that may affect the city's financial position.~~ ~~As provided in Chapter 270, members of the Finance Committee shall also serve as members of the Audit Commission.~~

C. Oversees the ongoing review of ~~the~~ city budget, annual appropriations, bond issues, levies, and possible legal issues affecting the city.

D. Reviews the goals and objectives of the Finance Department.

(5) Human Resources Committee.

A. All ordinances, resolutions and other matters relating to the hiring or promotion of new or existing employees; the grade and step increases of qualifying city employees; the determination of grades and steps for newly created positions; the writing or amending of job descriptions and other matters involving the office of Human Resources pertaining to Chapter 258 shall be referred to the Human Resources Committee for a ~~study, investigation and~~ recommendation to ~~members of~~ Council.

B. All ordinances, resolutions and other matters relating to negotiations of wage and salary increases for city employees, and the provision of fringe benefits for such employees and special programs, shall be considered and recommended by the Human Resources Committee to members of Council.

C. The ~~Human Resources~~ Committee shall include among its members the Chairpersons of the Finance and Public Safety and Health Committees. A member of the Board of Municipal Utilities and a member of the Civil Service Commission shall serve as ex officio, ~~non-voting~~ members, ~~without a vote~~.

D. Reviews the goals and objectives of the Human Resources Department.

(6) Public Safety and Health Committee.

A. ~~All ordinances, resolutions and other matters relating to the Police Department and the Fire Department including, but not limited to, inspections, traffic regulations, pedestrian safety, emergency community preparedness, school safety, bike safety, and works with nuisances and safety in the city, shall be referred to the Public Safety and Health Committee for investigation. In addition, a review of the noted departments' objectives and goals. In addition, the Committee will promote safety awareness, review and update procedures, conduct inspections, and make recommendations to enhance the overall health and safety of the workplace.~~ All ordinances, resolutions and other matters relating to the Police

Department and Fire Department, including, but not limited to, inspections, railroads, public and senior transportation, traffic regulations, pedestrian safety, emergency community preparedness, school safety, bike safety, nuisances and overall public safety within the city, shall be referred to the Public Safety and Health Committee for study, investigation and recommendation to Council. In addition, the Public Safety and Health Committee shall promote safety awareness, review and update procedures, conduct inspections, and make recommendations to enhance the overall health and safety of the workplace and community.

B. Reviews the Police and Fire Departments' goals and objectives.

C. The Public Safety and Health Committee shall organize National Incident Management System (NIMS) Training for elected officials and conduct a citywide emergency response practice exercise to ensure all employees are prepared in the event of an actual emergency.

D. The Public Safety and Health Committee shall request that the Lorain County Emergency Management Agency review and critique the city's exercise and provide feedback for improvement.

E. ~~Works with~~ Includes Homeland Security, emergency community preparedness, school safety, bike safety, and works with ~~and~~ the Lorain County Board of Health on services and health-related issues in the community.

~~G. F.~~ Reviews and studies all emergency vehicles, emergency communication matters, emergency response apparatus, and special task forces.

(7) Public Service Committee.

A. ~~Referrals to Committee. All ordinances, resolutions and other matters relating to the construction, maintenance and acquisition of facilities, buildings, infrastructure, lands, shoreline, trees, and other vegetation owned by the city or proposed to be acquired by the city, the lease or sale of facilities, buildings, infrastructure and lands not needed for municipal purposes, and matters relating to streets, bike paths, sidewalks, planning, zoning and city buildings and lands including parks shall be referred to the Public Service Committee for study, investigation and report to members of Council.~~ All ordinances, resolutions, and other matters relating to the maintenance and acquisition of city-owned or proposed city-owned facilities, infrastructure, lands, trees, and other vegetation; the lease or sale of facilities, buildings, infrastructure, and lands not needed for municipal purposes; the maintenance of ditches, catch basins, storm sewers, outfalls, enclose open ditches; development or subdivision engineering; street and bridge construction; and all matters relating to streets, bike paths, sidewalks, planning, zoning, and the maintenance of city

buildings, lands, and parks shall be referred to the Public Service Committee for study, investigation, and recommendation to Council.

B. ~~Oversight of right-of-way infrastructure.~~ The Public Service Committee shall oversee all matters pertaining to the engineering design, construction, repair, maintenance and inspection of streets, bike paths and sidewalks, street cleaning, waste collection and disposal, street and highway improvements, grading, assessments, and other matters within the rights-of-way.

C. ~~Oversight of public services and facilities.~~ The Public Service Committee shall oversee operations relating to public services, including, but not limited to:

1. Maintaining an inventory of brownfields, historic properties, and historic districts.
2. Recommending the acquisition and replacement of equipment, vehicles and materials used by the Public Works Department, Recreation Department, City Engineer, and Community Development Department and Building Department.
3. Responsibility for the maintenance of Maintaining public parks, playgrounds, and beaches.

D. ~~Department review.~~ The Public Service Committee shall review and monitor the objectives and goals and objectives of the Community Development Department, Engineering Department, and Public Works Department.

E. ~~Property review.~~ The Public Service Committee shall oversee matters related to property inspection, urban forestry, and enforcement of building and maintenance codes.

F. ~~Arts and humanities (infrastructure/facilities).~~ The Committee shall be responsible for matters related to the arts and humanities as they pertain to infrastructure and city facilities.

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

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

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR QUICK RESPONSE TEAM BETWEEN ALCOHOL AND DRUG ADDICTION SERVICES BOARD OF LORAIN COUNTY, THE CITY OF AVON LAKE, AND LET'S GET REAL, AND DECLARING AN EMERGENCY.

WHEREAS, the Alcohol and Drug Addiction Services Board of Lorain County, the City of Avon Lake, and Let's Get Real desire to enter into an agreement to collaborate and implement the Quick Response Team to address opioid and opiate-related overdose encounters; and

WHEREAS, the goal of the Quick Response Team is to engage overdose survivors to access treatment and/or recovery support and to engage the family members of overdose survivors to access resources and support.

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

Section No. 1: That the Mayor of the City of Avon Lake is hereby authorized to sign an agreement for Quick Response Team with the Alcohol and Drug Addiction Services Board of Lorain County and Let's Get Real. (Exhibit A).

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to participate in the Quick Response Team to aid in the event of an emergency, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

**City of Avon Lake, Ohio and Let's Get Real and
the Mental Health, Addiction and Recovery Services Board of Lorain County
Memorandum of Understanding**

This MEMORANDUM OF UNDERSTANDING (herein referred to as "MOU") is executed by the Mental Health, Addiction and Recovery Services Board of Lorain County (hereinafter referred to as the "MHARS") and **City of Avon Lake, Ohio and Let's Get Real**, for the purpose of providing Quick Response Team (QRT) to address opioid and opioid-related overdose encounters with the goal to engage overdose survivors to access treatment within thirty days (30) days of an overdose, and to engage family members of overdose survivors to access resources and supports.

Article 1: Term

The term of this MOU will be for the time period beginning July 1, 2025 through June 30, 2026.

Article 2: Responsibilities of MHARS

MHARS shall be responsible for:

- Provide coordination for Quick Response teams.
- Reimburse to parties their costs for the Quick Response Team.
- Provide resource packets to the QRT to provide to overdose survivors and their family member(s).
- Align community-based outreach in the community to promote the QRT initiative.
- Provide other outreach materials as requested by QRT for use in engagement.
- Compile and present data on the results of the QRT encounters.
- Recommend course corrections and facilitate regular lessons learned meetings with QRT.

Article 3: Responsibilities of City of Avon Lake

City of Avon Lake shall be responsible for:

- Provide personnel from the City of Avon Lake Police Department to serve on the QRT.
- Coordinate QRT engagement efforts for overdose survivors within seven days of overdose incident(s) – based on the availability of personnel and scheduling from the City of Avon Lake Police Department.
- Provide QRT City of Avon Lake Police Department's designated personnel to assist in the safety of all environments for the QRT encounters.
- Utilize discretion through their position as a QRT officer, to enforce the laws.
- Complete Weekly QRT Overdose Report.
- Provide monthly invoices for QRT encounters; invoices must be submitted within 30 days of the month being invoiced.
- QRT representative(s) to participate in regularly scheduled Lessons Learned meetings regarding the QRT encounters.

Article 4: Responsibilities of Let's Get Real

The Let's Get Real shall be responsible for:

- Provide a certified (at minimum) Peer Recovery Supporter (screener) to serve on the QRT to provide "in-home" screening and up to 30 days of (post initial encounter) support to overdose survivors.
- Offer Naloxone Kit to overdose survivor(s) who are receptive and provide data inclusive of the kits

disseminated in the QRT Response and Post Encounter document. For this purpose, Let's Get Real agrees to maintain a Terminal Distributor License.

- The Screener will provide coordination services in addition to the in-home screening to engage the overdose survivor with treatment services, recovery supports and any basic needs that are identified.
- The Screener will complete an initial and post encounter report for each overdose survivor engaged for a period of up to 30 days (post initial encounter). Such post encounter reports will be submitted weekly.
- Provide monthly invoices for QRT encounters.
- QRT representative(s) to participate in regularly scheduled Lessons Learned meetings regarding the QRT encounters

Article 5: Responsibilities of All Parties

Each Party shall be solely responsible for their respective actions or inactions, and the authorized actions or inactions of their own employees, in carrying out the terms of this MOU. Nothing in this MOU shall be interpreted to place responsibility for any professional acts or omissions onto another Party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of a Party pursuant to this MOU shall be the responsibility of the respective Parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures.

Article 6: Payment by the MHARS to City of Avon Lake

Pooled funds not to exceed \$15,000.00 are allocated through MHARS for the purpose of funding this agreement to support Quick Response Teams across all of Lorain County. Funding will be utilized chronologically by date of submission of an invoice to MHARS and paid until the funds are fully depleted.

Reimbursement for QRT personnel from the City of Avon Lake Police Department will be based on an encounter payment structure – not to exceed \$100.00 for a successful encounter meeting with family members with the sole purpose to assist family member(s) with available resources and supports and an additional \$50 for a successful encounter meeting with an overdose survivor for the purpose of engaging the survivor with a clinician.

Article 7: Termination

Either party may terminate this agreement, for any reason whatsoever, including loss of funding. Notice of intent to terminate this agreement shall be provided in writing to the other party not less than (sixty 60) days prior to the termination date. Services provided during the termination notice period shall be paid subject to the overall limit of this agreement.

Article 8: Modifications

By the mutual written consent of all Partners involved, this agreement shall be governed by the laws of the State of Ohio, and shall not be modified or revised unless by written agreement of the parties.

Article 9: Notices

Notices pursuant to this agreement shall be provided in writing to:

For: **Mental Health, Addiction and Recovery
Services Board of Lorain County**
Michael K. Doud, Executive Director
1173 North Ridge Road East, Suite 101
Lorain, OH 44055

For: **City of Avon Lake**
Mark A. Spaetzel, Mayor
150 Avon Belden Road
Avon Lake, OH 44012

For: **Let’s Get Real**
Kim Eberle, Executive Director
1939 Oberlin Avenue
Lorain, Ohio 44052

IN WITNESS WHEREOF, the parties have hereunto executed this agreement on the date first above written.

Mental Health, Addiction and Recovery Services Board of Lorain County

Michael K. Doud
Executive Director

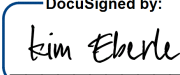
Date

City of Avon Lake

Mark A. Spaetzel
Mayor

Date

Let’s Get Real

DocuSigned by:

C489E240140A4BA...

Kim Eberle
Executive Director

10/27/2025 | 12:15 PM EDT

Date

Certificate Of Completion

Envelope Id: B2AF0356-88CE-470B-ABB4-B3601EF66D43
Subject: Complete with Docusign: MOU Quick Response Team (QRT) - Avon Lake 2026.doc
Source Envelope:
Document Pages: 3
Certificate Pages: 5
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Sent

Envelope Originator:
Patrice McKinney
1173 North Ridge Rd. East
Suite 101
Lorain, OH 44055
pmckinney@mharslc.org
IP Address: 97.137.104.228

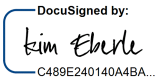
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Status: Original
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Holder: Patrice McKinney
pmckinney@mharslc.org
Location: DocuSign

Signer Events

Kim Eberle
letsgetrealinc@gmail.com
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 146.135.103.105

Timestamp

Sent: 10/27/2025 10:42:51 AM
Viewed: 10/27/2025 12:15:07 PM
Signed: 10/27/2025 12:15:15 PM

Electronic Record and Signature Disclosure:
Accepted: 10/27/2025 12:15:07 PM
ID: 474a8766-c6e4-4635-864d-2fd6d9b276a7

Mark Spaetzel
MSpaetzel@avonlake.org
Mayor
Security Level: Email, Account Authentication
(None)

Sent: 10/27/2025 10:42:52 AM
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Electronic Record and Signature Disclosure:
Accepted: 11/3/2025 9:37:29 AM
ID: 4d6c316c-5254-4faf-9182-282b97cef776

Michael K. Doud
mdoud@mharslc.org
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 10/31/2025 1:37:09 PM
ID: 8c9d34a4-80e7-42f6-a341-55e6a8d29c86

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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