



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 December 8, 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 24, 2025, Council Meeting.

Correspondence

Proclamation: Pamela Ohradzansky, Director of Community Resource Services.

Resolution of Gratitude

Resolution No. 25-207, A RESOLUTION OF GRATITUDE AND APPRECIATION FOR ROBERT HAAS. *Sponsor: G. Smith*

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

VOTING ORDER

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

Standing Committees Special Committees

Motions

Accepting a donation of \$600 from the Avon-on-the-Lake Garden Club to the City of Avon for the purchase of trees to be planted in city-owned parks. **Sponsor: J. Fenderbosch**

Authorizing the Public Works Director to advertise for bids for concrete, asphalt, and aggregate to be used by the Public Works Department during the 2026 construction season. **Sponsor: J. Fenderbosch**

Authorizing the City Engineer to advertise for bids for the Miller Road Park Sand Dredging Project. **Sponsor: J. Fenderbosch**

Legislation

Third Readings:

Ordinance No. 25-175R2, AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 208.01, ENTITLED FEE SCHEDULE. **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**

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**

Second 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. 25-193, 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*

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

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

First Readings:

Ordinance No. 25-200, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NEIGHBORHOOD ALLIANCE. →*Sponsor: K. Zuber*

Ordinance No. 25-201, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH BRAMHALL ENGINEERING & SURVEYING CO. AND DECLARING AN EMERGENCY. *Sponsor: K. Zuber*

Ordinance No. 25-202, AN ORDINANCE APPROVING WAGE INCREASES FOR THE AVON LAKE MUNICIPAL COURT PERSONNEL AND DECLARING AN EMERGENCY. →*Sponsor: G. Smith*

Ordinance No. 25-203, AN ORDINANCE APPROVING WAGE INCREASES FOR CERTAIN NON-BARGAINING UNIT PERSONNEL AND DECLARING AN EMERGENCY. *Sponsor: G. Smith*

Ordinance No. 25-204, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LABOR AGREEMENT WITH THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED-INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION AFL-CIO & CLC LOCAL 1-865 AND DECLARING AN EMERGENCY. →*Sponsor: G. Smith*

Resolution No. 25-205, A RESOLUTION IN SUPPORT OF THE BLUE ENVELOPE PROGRAM AND TO ENCOURAGE ITS IMPLEMENTATION AND PROMOTION WITHIN THE CITY OF AVON LAKE AND DECLARING AN EMERGENCY. →*Sponsor: D. Kos*

Ordinance No. 25-206, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED LEASE WITH AVON LAKE PUBLIC LIBRARY AND DECLARING AN EMERGENCY. →*Sponsor: R. Shahmir*

→ Suspension of the rule requiring three readings

Ordinance No. 25-208, AN ORDINANCE AMENDING 25-72 FOR LEGAL REPRESENTATION OF BERNIS, OCKNER & GREENBERGER PURSUANT TO THE PURCHASE AGREEMENT BETWEEN THE CITY OF AVON LAKE AND AVON LAKE REDEVELOPMENT GROUP, LLC, (ALERG) AND DECLARING AN EMERGENCY. *Sponsor: Z. Arnold*

Ordinance No. 25-209, AN ORDINANCE AMENDING 25-102 FOR LEGAL SERVICES OF TODD DAVIS, ESQ., AND DECLARING AN EMERGENCY. *Sponsor: Z. Arnold*

Ordinance No. 25-210, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT FOR ENVIRONMENTAL CONSULTING SERVICES AND DECLARING AN EMERGENCY. *Sponsor: J. Fenderbosch*

Miscellaneous Business and Announcements

Adjournment

A RESOLUTION OF GRATITUDE AND APPRECIATION FOR ROBERT HAAS

WHEREAS, the City of Avon Lake recognizes and extends its sincere appreciation to residents who generously contribute their time, expertise, and commitment to the betterment of the community; and

WHEREAS, Robert Haas has faithfully served the City as a member of the Environmental Affairs Advisory Board for two two-year terms, beginning February 28, 2012, and February 28, 2014, offering thoughtful guidance on matters related to environmental stewardship and sustainability; and

WHEREAS, Robert Haas further demonstrated dedicated public service through appointment to the Avon Lake Planning Commission for two five-year terms, from 2016-2020 and 2021-2025, providing insightful leadership in reviewing development proposals, supporting responsible growth, and upholding the long-term planning goals of the City; and

WHEREAS, during tenure on Planning Commission, Robert Haas also served as the Commission's representative on the Avon Lake Historical Preservation Commission, where their efforts contributed to the preservation and protection of the City's historic character and cultural resources; and

WHEREAS, the City of Avon Lake is grateful for and appreciative of Robert Haas' many years of dedicated volunteer service and the positive impact he made on both present and future residents.

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

Section No. 1: That this Council does, on behalf of the citizens of Avon Lake, extend its gratitude and appreciation to Robert Haas for exemplary service to the Environmental Affairs Advisory Board, Planning Commission, and the Avon Lake Historical Preservation Commission, and expresses appreciation for the significant contributions made to the community.

Section No. 2: That the Clerk of Council shall include this Resolution in the minutes of this meeting, and she is hereby requested to transmit a copy of this Resolution to Robert Haas.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

Highlighted text indicates revision after second reading

ORDINANCE NO. 25-175R2

INTRODUCED BY: Mr. Zuber

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 Sections 208.01(d)(7) is hereby inserted as follows:

(7) Short-term rental registration one-time fee	\$150
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Section No. 3: 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. 4: That Codified Ordinance Section 208.01(f)(16) is hereby repealed.

Green Team registration	\$25
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Section No. 5: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 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: 11/24/2025

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: 11/24/2025

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: 11/24/2025

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 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: 11/24/2025

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: 11/24/2025

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: 11/24/2025

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: 11/24/2025

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			
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: 11/24/2025

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: 11/24/2025

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: 11/24/2025

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: 11/24/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

ORDINANCE NO. 25-198R

INTRODUCED BY: Mrs. Fenderbosch

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTIONS 220.04: COUNCIL PRESIDENT; 220.05: STANDING COMMITTEES; 220.06: SPECIAL 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 220.04 is hereby amended as follows:

§ 220.04 COUNCIL PRESIDENT.

(a) Not later than seven days after the certification of general election results by the Board of Elections, the presiding **Council** President ~~of Council~~ shall convene a meeting of the Council-elect. The sole purpose of this meeting shall be to elect the President of Council and President Pro Tempore for the new upcoming term.

(b) The **Council** President ~~of Council~~ shall act as presiding officer at all regular meetings, special meetings, collective committee meetings and work sessions of Council and shall be responsible for the orderly function and coordination of all Council activities.

Section No. 2: 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.

~~E.~~ 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. 3: That Codified Ordinance Section 220.06 is hereby amended as follows:

§220.06 SPECIAL COMMITTEES.

Special committees of Council shall be appointed by the ~~Council~~ President of Council, by general consent.

Section No. 4: That Codified Ordinance Section 220.11 is hereby amended as follows:

When the members of Council are duly organized for the transaction of business, the following order shall be observed:

- (a) Pledge of Allegiance;
- (b) Roll call of members of Council to determine the presence of a quorum;
- (c) Excusal of absences:

(1) The Presiding Officer may, by general consent, excuse members of Council absent for good cause.,

(2) If any member of Council objects to the excusal, the matter shall be decided by a vote by of the majority members of Council present.

(d) Dispensation of Reading and Approval of Minutes. The Presiding Officer may dispense with the reading and approval of the minutes, provided that:

(1) All members of Council present have received a copy of such minutes in advance of the meeting.

(2) No present member of Council objects to dispensing with the reading.

(3) No changes shall be made to the minutes except by:

A. A vote of the majority of the members of Council at the meeting for which the minutes were kept; or

B. A vote of three-fourths of the total membership of Council.

(e) Presentation of official communications and reading and disposal of the same. There being no objections, all correspondence received by Council shall be considered filed;

(f) Legislation required for the appointment to office, administration of the oaths of office, ~~expression of gratitude~~ and issuance of ceremonial proclamations to be enacted;

~~(g)~~ Public hearing;

~~(g h)~~ Public input:

(1) Each member of the audience wishing to speak shall be permitted to speak only once for up to five minutes on any topic.

(2) Additional time, not to exceed five additional minutes, may be granted by a two-thirds vote of the members of Council present.

(3) Every speaker shall address the presiding officer and refrain from personal attacks, indecorous language and becoming boisterous.

(~~h~~ i) Reports from the Mayor, the Council President, the Public Works Director, the Law Director, the Finance Director and any other public official;

(~~l~~ j) Reports of standing committees, in the order set forth in § 220.05;

(~~j~~ k) Reports of special committees, followed by board and commission liaison reports;

(~~k~~ l) Motions;

(~~l~~ m) Unfinished business:

(1) Third reading and disposition of ordinances and resolutions;

(2) Second reading of ordinances and resolutions;

(~~m~~ n) New business. First reading of ordinances and resolutions;

(~~n~~ o) Miscellaneous business and announcements; and

(~~o~~ p) Adjournment.

Section No. 5: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 6: That this Ordinance shall be in full force and effect from and after the earliest period allowed by law.

1st reading: 11/24/2025

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
WITH NEIGHBORHOOD ALLIANCE.

WHEREAS, it has been recommended by the Mayor and the Finance Committee that the City participate in the Neighborhood Alliance Senior Enrichment Services' Home-Delivered Meals to address the health and social services concerns of its residents aged 60 years and older; and

WHEREAS, Council, coming to consider said agreement, has determined that it is acceptable.

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 to enter into an agreement with Neighborhood Alliance Senior Enrichment Services' Home-Delivered Meals to be effective January 1, 2026, through December 31, 2026, for the annual cost of \$69,000.

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.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

Child Enrichment Services • Family Support Services • Senior Enrichment Services • Shelter and Emergency Services

September 17, 2025

Honorable Mark Spaetzel
Mayor of Avon Lake
150 Avon Belden Road
Avon Lake, OH 44012

Dear Mayor Spaetzel,

Neighborhood Alliance has been compassionately caring for the community since 1927. We are helping our community grow stronger by caring for our clients' most basic needs. We provide emergency shelter, homeless outreach, daily meal delivery, nutrition services including an emergency food pantry and socialization activities for seniors, childcare and child enrichment programs, and access to family support programs such as Help Me Grow for those in need. We are empowering the people of our community with the tools to create a better life for themselves. With our inspired mission of strengthening neighborhoods, we continue to expand programs and services to address the diverse and changing needs of families and individuals in Northeast Ohio.

Neighborhood Alliance offers comprehensive services to meet the basic needs of individuals at every stage of their lives. We have provided Senior Meals since the late 1980's. In 2025 from January 1, 2025 through August 31, 2025 we provided 138,490 meals across Lorain County to 1100 individuals on 12 delivery routes. Our staff drivers develop strong relationships with the meals recipients and often may be their only contact with the outside world.

To enable us to continue delivery to the City of Avon Lake as part of the Northeast Delivery Area of Lorain County, we have enclosed the 2026 Agreement for Services that Neighborhood Alliance Senior Enrichment Services Home Delivered Meals program will provide for older adults in your community. In the Agreement, we are indicating an estimated maximum contract amount of \$69,000. Invoices will be sent at the end of each quarter for actual meals provided.

The 2026 Agreement amount for services is estimated based on historical usage by your city over the past year. While we maintained per meal cost over the past few years, rising expenses have made it necessary to adjust the pricing. The new cost per meal is \$4.50.

Thank you for your ongoing support of the older members in your community; we are honored to enter this partnership. Please feel free to contact me at aliciaf@myneighborhoodalliance.org or 440-396-8777 or Diane Dye, CFO at dianed@myneighborhoodalliance.org if you have any questions, concerns or to further discuss our partnership in providing services for the older adults living in your community.

Sincerely,



Alicia Foss, President and CEO

Enclosure



AGREEMENT

This Agreement is made and entered into by the City of Avon Lake and Neighborhood Alliance Senior Enrichment Services Home Delivered Meals (HDM) to be effective from January 1, 2026, through December 31, 2026. Subsequent renewal will be negotiated on an annual basis.

Whereas, it is the desire of the City of Avon Lake to address the health and social services concerns of its constituents, especially older adults (60+) living in the community, the City of Avon Lake enters into this Agreement with Neighborhood Alliance to manage and provide services, primarily Home Delivered Meals but also including information, assessment and support services as requested by constituents. Additionally, Neighborhood Alliance will continue to work with the City of Avon Lake to avoid a waitlist for services based on funding availability.

In consideration for these services, the City of Avon Lake agrees to pay Neighborhood Alliance quarterly for home delivered meals as part of the *Northeast Home Delivered Meals Program*, provided to the older adults of the City of Avon Lake. Invoices will be sent by the end of the month following the end of the quarter and continuing for each quarter through the year (April, July, October, and January 2027). The annual cost for the City of Avon Lake is estimated at \$69,000 based on historical data; meals will be provided at \$4.50 per meal.

Neighborhood Alliance will provide the City of Avon Lake with an annual service report prepared and delivered in January 2027 along with the final 2026 invoice.

Neighborhood Alliance does not discriminate against any applicant for employment or service on the basis of race, religion, color, sex, national origin, or age.

City of Avon Lake

Neighborhood Alliance

Honorable Mark Spaetzel, Mayor



Alicia Foss, CEO Neighborhood Alliance

Date

9/18/25
Date

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH BRAMHALL ENGINEERING & SURVEYING CO. AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake desires to retain the personal services of Bramhall Engineering & Surveying Co. for Municipal Engineering Consulting Services.

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into a personal services agreement with Bramhall Engineering & Surveying Co. of Avon, Ohio, for municipal consulting engineering services for an amount not to exceed \$150,000. (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 adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees, which resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to make immediate provisions for the performance of municipal engineering services, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AGREEMENT
FOR
CONSULTING MUNICIPAL ENGINEER
OF
AVON LAKE, OHIO

This is an Agreement made as of January 1, 2026 between **The City of Avon Lake, Ohio** (CITY) and **Bramhall Engineering & Surveying Co. (BESC)** and shall expire on December 31, 2026. Under this agreement, Chris Howard, P.E., will be the BESC Representative that will serve as the City Consulting Engineer.

SECTION 1-ASSIGNMENT

CITY wishes BESC to perform professional engineering services, to serve as CITY'S professional engineering representative and to provide professional engineering consultation and advice for a professional fee (as set forth below) in connection with but not limited to:

- Administrative and Legislative Meetings as requested by the Mayor
- Consultations, studies and reports
- Review of submitted Improvement Plans
- Storm water management and control
- Public improvement design and administration
- Professional land surveying

ALL AS REQUESTED BY THE CITY

SECTION 2-BASIC SERVICES OF BESC

2.1. BESC shall perform the following professional services, on an as requested basis:

2.1.1. Consult with CITY to clarify and define CITY'S requirements relative to the Assignment and review available data:

2.1.2. Advise CITY as to the necessity of CITY'S providing or obtaining from others special services and data required in connection with the Assignment (which services and data BESC is not to provide

hereunder but on which BESC may rely in performing services hereunder), and act as CITY'S representative in connection with any such services of others:

2.1.3. Provide analysis of CITY'S needs with evaluations and comparative studies of prospective solutions:

2.1.4. Prepare a Report of BESC'S findings and recommendations, furnish a copy to CITY and present it in person and review it with CITY.

2.2. Method of Payment Related Matters is attached to and made a part of this Agreement. (Exhibit A)

2.3. Additional professional services related to the Assignment will be performed by BESC on request of CITY for an additional professional fee as the parties may subsequently agree.

SECTION 3-CITY'S RESPONSIBILITIES

CITY shall:

3.1. Provide all criteria and full information as to CITY'S requirements and designate a person with authority to act on CITY'S behalf on all matters concerning the Assignment:

3.2. Furnish to BESC all existing studies, reports and other available data and services of others pertinent to the Assignment, and obtain additional reports and data as required; and BESC shall be entitled to rely upon all such information and services in performing services hereunder:

3.3. Arrange for access to and make all provisions for BESC to enter upon public and private property as required for BESC to perform services hereunder.

SECTION 4-PERIOD OF SERVICE

ENGINEER shall start performing services hereunder immediately after receipt of CITY'S written authorization to proceed, which shall not be given later than 45 days after the date of this Agreement; and will complete such services in a timely fashion.

SECTION 5-PAYMENT

5.1. CITY shall pay BESC for services rendered hereunder plus the cost of all Reimbursable Expenses as indicated in Exhibit A Further Description of Basic Services, Duties of City, Method of Payment and Related Matters.

5.2. BESC shall submit monthly statements of services rendered and Reimbursable Expenses.

5.3. BESC'S above charges are on the basis of prompt payment of bills rendered and continuous progress of the work on the Assignment.

5.4. If CITY fails to make any payment due BESC for services and expenses within thirty days after receipt of BESC'S bill therefore, the amount due BESC shall include a charge at the rate of 1% per

month from said thirtieth day, and in addition BESC may, after giving seven days written notice to CITY, suspend services under this Agreement until BESC has been paid in full all amounts due for services and expenses.

SECTION 6-COST CONTROL

6.1. Opinion of probable construction cost, financial evaluations, feasibility studies, economic analysis of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by BESC hereunder will be made on the basis of BESC'S experience and qualifications and represent BESC'S best judgment as an experienced and qualified design professional. It is recognized, however, that BESC does not have control over the costs of labor, material, equipment or services furnished by others or over market conditions or contractors methods of determining their prices, and that any utilitarian evaluation of any facility to be constructed or work to be performed on the basis of the Report must of necessity be speculative until completion of its detailed design. Accordingly, BESC does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by BESC to CITY hereunder.

SECTION 7-MISCELLANEOUS

7.1. All documents prepared by BESC pursuant to this Agreement are instruments of service in respect of the facility that is to be constructed. They are not intended or represented to be suitable for reuse by CITY or others in extensions of the facility beyond that now contemplated or on any other facility. Any reuse by CITY without written verification or adaptation by BESC for the specific purpose intended will be at CITY'S sole risk and without liability or legal exposure to BESC.

7.2. The obligation to provide further services under this Agreement may be terminated (a) by the CITY with or without cause upon seven days written notice to BESC and (b) by BESC for cause upon seven days written notice to CITY. In the event of any termination, BESC will be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.

7.3. CITY and BESC, and the respective partners, successors, executors, administrators, assigns and legal representatives of each are bound by this Agreement to the other party to this Agreement and to the partners, successors, administrators, assigns and legal representatives of such other party in respect of all covenants, agreements and obligations of this Agreement.

7.4. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CITY and BESC.

7.5. This Agreement and Exhibit A thereto (consisting of 4 pages), constitute the entire Agreement between CITY and BESC and supersede all prior written or oral understandings between them in respect of the subject matter covered hereby. This Agreement and said Exhibit A may only be amended, supplemented, modified or canceled by a duly executed, written instrument.

7.6. This Agreement shall not limit the right of the CITY to hire, employ or contract third parties for any engineering services including those services mentioned herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY:

CITY OF AVON LAKE

BY:

THE HONORABLE MARK SPAETZEL
MAYOR

(DATE)

CONSULTING ENGINEER:


BRAMHALL ENGINEERING &
SURVEYING CO.

BY: CHRISTOPHER L. HOWARD, P.E.
VICE PRESIDENT

12 / 5 / 2025
(DATE)

EXHIBIT A

Further Description of Basic Services, Duties of City, Method of Payment and Related Matters

This is an exhibit attached to and made a part of this Agreement dated January 1, 2026 between **The City of Avon Lake (CITY)** and **Bramhall Engineering & Surveying Co. (BESC)** for consulting City Engineer Services.

1. The time periods for the performance of BESC'S services as set forth in Section 4 of said Agreement are amended and supplemented as follows: Contract period is from January 1, 2026 to December 31, 2026.
2. The method of payment for services rendered by BESC shall be as set forth below and the term Reimbursable Expenses payable to BESC shall have the meaning indicated below:

CITY will pay BESC for our services an amount equal to the time expended multiplied by the following hourly rates:

Principal	\$155.00 per hour
Senior Project Manager (P.E.)	\$155.00 per hour
Professional Engineer (P.E.)	\$130.00 per hour
Registered Surveyor (P.S.)	\$130.00 per hour
Engineer II	\$ 95.00 per hour
Engineer I	\$ 80.00 per hour
Senior Inspector	\$ 70.00 per hour
Inspector	\$ 60.00 per hour
Two-man Survey Crew	\$145.00 per hour
GPS System Unit with Technician	\$130.00 per hour
Senior Technician IV	\$120.00 per hour
Senior Technician III	\$110.00 per hour
Senior Technician II	\$ 95.00 per hour
GIS Technician	\$ 90.00 per hour
Senior Technician I	\$ 85.00 per hour
Technician	\$ 60.00 per hour
Drafter	\$ 45.00 per hour
Administrative Assistant	\$ 55.00 per hour

Individual Residential House Topo (site plan) review, Foundation Check and Final Grade Check shall be paid as follows for each approved or rejected review or check:

Plot Plan Review	\$125.00 per review
Foundation Review	\$150.00 per review
Final Grade Review	\$150.00 per review

Reimbursable expenses shall include the fees of any sub-consultants such as Testing Laboratories, Aerial Photography or Soils Engineers, and the cost of reproduction of documents plus a 10% handling fee.

AN ORDINANCE APPROVING WAGE INCREASES FOR THE AVON LAKE MUNICIPAL COURT PERSONNEL AND DECLARING AN EMERGENCY.

WHEREAS, it has been recommended by Judge Manning of the Avon Lake Municipal Court that certain Avon Lake Municipal Court personnel be granted wage increases; and

WHEREAS, Council, coming now to consider said recommendations, approves them in full and desires to put them into effect.

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

Section No. 1: That the following Avon Lake Municipal Court personnel be granted wage increases, with three-fifths (3/5) being paid from the City treasury and two-fifths (2/5) being paid from the Lorain County treasury, and all other terms of previously enacted ordinances shall otherwise remain in full force and effect:

EMPLOYEE	POSITION	3% PAY INCREASE EFFECTIVE JANUARY 1, 2026
Byers, Buddy	Clerk of Court	\$37.14/hour
Miller-Parks, Michelle	Full-Time Bailiff	\$34.15/hour

Section No. 2: That the following full-time Avon Lake Municipal Court personnel be granted wage increases, and all other terms of previously enacted ordinances shall otherwise remain in full force and effect:

EMPLOYEE	POSITION	3% PAY INCREASE EFFECTIVE JANUARY 1, 2026
Blankenship, Teresa	Deputy Clerk	\$26.34/hour
Campbell, Holly	Deputy Clerk	N/A
Dennis, Shanna	Deputy Clerk	\$25.28/hour
Martin, Sharon	Deputy Clerk	\$24.91/hour
Schram, Carey	Deputy Clerk	N/A

Section No. 3: That the following part-time Avon Lake Municipal Court personnel be granted wage increases, and all other terms of previously enacted ordinances shall otherwise remain in full force and effect:

EMPLOYEE	POSITION	3% PAY INCREASE EFFECTIVE JANUARY 1, 2026
Fishburn, Scott	Bailiff	\$27.03/hour
Rink, Linda	Clerk	\$16.90/hour
Bermudez, Diamalen	Security	\$26.36/hour
Cantleberry, Ron	Security	\$26.36/hour
Dolezal, David	Security	\$26.36/hour
Heath, Troy	Security	\$26.36/hour
Shinko, David	Security	\$26.36/hour
Shinko, David	Clerk	\$20.45/hour

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 fulfilling commitments to certain City personnel and complying with the Wage and Salary Administration Code and the provisions of Ohio Revised Code Section 1901.31(H). Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE APPROVING WAGE INCREASES FOR CERTAIN NON-BARGAINING UNIT PERSONNEL AND DECLARING AN EMERGENCY.

WHEREAS, it has been recommended by the Mayor and the Human Resources Committee that certain non-bargaining unit positions be granted wage increases; and

WHEREAS, Council, coming now to consider said recommendations, approves them in full and desires to put them into effect.

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

Section No. 1: That the following non-bargaining unit personnel be granted a 3% wage increase, and all other terms of previously enacted ordinances shall otherwise remain in full force and effect:

EMPLOYEE	JOB TITLE	FT/PT STATUS	3% PAY INCREASE EFFECTIVE JANUARY 1, 2026
Carleton, Thomas F.	BD- Chief Building Official	FT	\$4,370.06 biweekly
Rutherford, John H.	BD- Electrical Inspector	FT	\$44.50/hour
Hamker, Daniel R.	BD- Plumbing Inspector	FT	\$44.60/hour
Meigh, Lynn F.	BD- Secretary	PT	\$18.91/hour
Rua, Robert J.	C&T- C&T Director	FT	\$4,635.00 biweekly
Hricko, Lucas T.	C&T- Production Assistant	PT	\$21.56/hour
Bowles, Brian Alan	C&T- Senior Production Assistant	FT	\$24.87/hour
Biggers, Stephanie M.	C&T- Technology Coordinator	FT	\$31.08/hour
Esborn, Edward T.	CD- Community Development Director	FT	\$4,680.69 biweekly
La Rosa, Kelly J.	CD- Planning & Zoning Manager	FT	\$38.83/hour
Mahoney, Matthew M.	CD- Property Maintenance Specialist	FT	\$29.47/hour
Page, Austin M.	CD- Senior Planning & Zoning Manager	FT	\$41.21/hour
Rosmarin, Valerie E.	Council- Clerk of Council	FT	\$2,800.78 biweekly
Boggins, Ramona K.	Council- Deputy Clerk of Council	FT	\$22.88/hour

EMPLOYEE	JOB TITLE	FT/PT STATUS	3% PAY INCREASE EFFECTIVE JANUARY 1, 2026
Jirka, Judy	Finance- Assistant Finance Director	FT	\$3,708.00 biweekly
Krosse, Beth	Finance- Finance Director	FT	\$5,268.85 biweekly
Drost, Kenneth F.	Fire- Fire Inspector	PT	\$27.81/hour
Netkowicz, Glenn C.	Fire- Fire Inspector	PT	\$28.72/hour
Gomez, Kristin A.	Fire- Fire Secretary	FT	\$29.60/hour
Kernya, Lynn M.	HR- Human Resources Director	FT	\$4,692.44 biweekly
Graves, David M.	Law- Assistant Director	PT	\$874.02 biweekly
Ebert, Gary A.	Law- Director	PT	\$4,286.85 biweekly
Dever, A. Steven	Law- Prosecutor	PT	\$1,836.17 biweekly
Krupar, Mary T.	Mayor- Administrative Assistant	FT	\$31.08/hour
Fundak, Melaine L.	Mayor- Front Desk Assistant	PT	\$17.85/hour
Teter, Carla P.	Mayor- Front Desk Assistant	FT	\$21.35/hour
DeLima, Julie L.	Mayor- Records Clerk	PT	\$21.22/hour
Hartz, Jeffrey P.	PD- Animal Control/CSO	PT	\$33.14/hour
Wasylo, Frank Jr.	PD- Animal Control/CSO	PT	\$33.14/hour
Robinson, Caleb A.	PD- Police Chief	FT	\$5,402.10 biweekly
Ferguson, David N.	PD- Police Maintenance	PT	\$22.72/hour
Burson, Rachel E.	PD- Police Secretary	FT	\$30.19/hour
Rednour, Kathleen A.	PD- Victim Advocate	PT	\$33.55/hour
Ducu, Roman L.	PW- Assistant Public Works Director	FT	\$4,118.38 biweekly
Liskovec, Jonathan L.	PW- Public Works Director	FT	\$4,855.66 biweekly
Matteucci, Andrew	PW- Public Works Supervisor	FT	\$2,812.69 biweekly
Brown, Jonathan D.	PW- Community Transportation Driver	PT	\$20.02/hour
Lawrence, Frank T.	PW- Community Transportation Driver	PT	\$20.60/hour
Cutlip, Daniel	PW- Boat Ramp Attendant	PT	\$17.51/hour
Graham, Robert B.	PW- Boat Ramp Attendant	PT	\$20.02/hour

EMPLOYEE	JOB TITLE	FT/PT STATUS	3% PAY INCREASE EFFECTIVE JANUARY 1, 2026
Livchak, Dennis S	PW- Boat Ramp Attendant	PT	\$21.64/hour
Schneider, Ronald G.	PW- Boat Ramp Attendant	PT	\$20.02/hour
Smith, Ronn D.	PW- Boat Ramp Attendant	PT	\$20.02/hour
Wilson, Jeffrey A.	PW- Boat Ramp Attendant	PT	\$18.57/hour
Nielsen, Marijo	REC- Receptionist	PT	\$20.23/hour
Fach, Erin M.	REC- Recreation Director	FT	\$4,036.51 biweekly
Mahoney, Brian	REC- Senior Program Manager	FT	\$2,218.47 biweekly

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 fulfilling commitments to certain City personnel and complying with the Wage and Salary Administration Code. 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 AUTHORIZING THE MAYOR TO ENTER INTO A LABOR AGREEMENT WITH THE UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED-INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION AFL-CIO & CLC LOCAL 1-865 AND DECLARING AN EMERGENCY.

WHEREAS, an agreement has been reached by the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union AFL-CIO & CLC Local 1-865 and the City of Avon Lake Board of Municipal Utilities.

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

Section No. 1: That the Mayor is hereby authorized to enter into a labor agreement with the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied-Industrial and Service Workers International Union AFL-CIO & CLC Local 1-865 for compensation, and other employment of municipal employees for the period from January 1, 2026 through December 31, 2028, in accordance with the language set forth in the agreement which is on file with the City.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 need to provide compensation and other employment provisions as agreed upon in labor negotiations so that personnel may be available to the City, 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

A RESOLUTION IN SUPPORT OF THE BLUE ENVELOPE PROGRAM AND TO ENCOURAGE ITS IMPLEMENTATION AND PROMOTION WITHIN THE CITY OF AVON LAKE AND DECLARING AN EMERGENCY.

WHEREAS, the Blue Envelope Program was first developed in 2020 to improve communication between law enforcement officers and individuals with autism and has since expanded nationwide to support individuals with various disabilities, including anxiety, Post-Traumatic Stress Disorder (PTSD), dementia, and other medical conditions; and

WHEREAS, the Blue Envelope Program utilizes a clearly identifiable blue envelope to hold a driver's license, vehicle registration, and proof of insurance, along with helpful communication tips for law enforcement, thereby reducing verbal exchanges and aiding in de-escalation; and

WHEREAS, individuals with disabilities represent approximately 20 percent of the population, but 30 to 50 percent of those are involved in police use-of-force incidents, highlighting the importance of tools and training that support safer interactions; and

WHEREAS, the Blue Envelope Program is supported by numerous state and local agencies across the country, including the Ohio Developmental Disabilities Council, Opportunities for Ohioans with Disabilities, the Ohio State Highway Patrol, and the Lorain County Board of Developmental Disabilities (Murray Ridge Center); and

WHEREAS, several Ohio municipalities have adopted or endorsed the Program to promote safer and more understanding interactions between law enforcement and community members; and

WHEREAS, opportunities exist for the City of Avon Lake to partner with the Lorain County Board of Developmental Disabilities to share information, serve as a distribution point for Blue Envelopes, provide officer training, and explore the development of an Avon Lake-branded Blue Envelope; and

WHEREAS, Council desires to promote public safety, inclusiveness, and community well-being by supporting the implementation of the Program.

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

Section No. 1: That Council hereby expresses its support for the Blue Envelope Program and encourages its implementation within the City of Avon Lake in

partnership with the Lorain County Board of Developmental Disabilities and other appropriate agencies.

Section No. 2: That Council supports ongoing training for Avon Lake law enforcement personnel regarding best practices for interacting with individuals with disabilities, including training such as Safety on the Spectrum™ or similar programs.

Section No. 3: That the Administration is encouraged to communicate the availability and purpose of the Blue Envelope Program to residents and to explore becoming a designated local distribution site.

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

Section No. 5: That this Resolution is hereby declared to be an emergency measure, the emergency being the necessity to provide for the health, safety, and welfare of the citizens of Avon Lake. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED AND RESTATED LEASE WITH AVON LAKE PUBLIC LIBRARY AND DECLARING AN EMERGENCY.

WHEREAS, Avon Lake Public Library, as Landlord, and the City, as Tenant, entered into a lease dated May 24, 2017, for the lease of space in the Avon Lake Public Library, 32649 Electric Boulevard, Avon Lake, for the purposes of the Tenant's Communications and Technology Department; and

WHEREAS, the initial term of the lease expired on December 31, 2024; and

WHEREAS, the lease grants the City the option to extend the lease for five (5) successive terms of one (1) year each.

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

Section No. 1: That the Mayor is authorized and directed to enter into the Amended and Restated Lease incorporating the terms set forth in Exhibit A and in the form and substance acceptable to the Mayor and the Law Director.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees, which resulted in such formal 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 Communications and Technology Department to remain in their current location and to provide a continuity of cable access services to the public and technology services to other departments in the City, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE ("Lease") made as of

_____, 2025, by and between the **AVON LAKE PUBLIC LIBRARY** ("Landlord"), having an office at 32649 Electric Blvd., Avon Lake, Ohio 44012, and the **CITY OF AVON LAKE** ("Tenant"), an Ohio municipal corporation having an office at 150 Avon Belden Road, Avon Lake, Ohio 44012.

WHEREAS, the Landlord and Tenant entered into that certain Lease dated May 24, 2017, for the lease of a space in Avon Lake Public Library for the purpose of the Tenant's Communications and Technology Department:

WHEREAS, the Landlord desires to lease to the Tenant, and the Tenant desires to lease from the Landlord, this space for another lease term.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Landlord leases to Tenant the space (the "Premises") in the Avon Lake Public Library, 32469 Electric Blvd., Avon Lake, Ohio (the "Property") designated as the "Lease Area" on Exhibit A attached hereto.
2. During the term of this Lease, Tenant shall also have the non-exclusive right to use the common areas and elements of the Property, including but not limited to the drives, walkways, parking areas, entrance ways, hallways, elevators, stairways and those interior areas providing access to the Premises.
3. The Premises may be used for activities of the Tenant's Communications and Technology Department, including but not limited to operating a cable television public access studio, production of government access and public access television channels known as Avon Lake Community TV ("ALC-TV"), recording and production of podcasts, administrative work related to the foregoing, and uses related or incidental thereto. The rules and regulations attached as **Exhibit B** hereto shall govern the conduct of the parties.
4. The term of this Lease is for a period of twelve (12) month commencing on **January 1, 2026**, (the "Commencement Date"), and terminating on **December 31, 2026**. Tenant shall have options to extend the term of this Lease for five (5) successive terms of one (1) year (twelve months) each. To exercise an option to extend, Tenant shall give notice in writing to Landlord at least thirty (30) days prior to the expiration of the then current

term. As used herein, a "Lease Year" means each successive period of twelve (12) consecutive months commencing on the Commencement Date.

5. Tenant shall not be required to pay a security deposit to Landlord.
6. Landlord shall supply and pay for all utilities for the Premises and the Property. Tenant shall pay to Landlord as rent for the Premises five percent (5%) of the cost of electricity, gas, and water supplied to the Property during the term. Such payments shall be made within thirty (3) days after Landlord presents Tenant with invoices therefor. However, in no event shall the amount Tenant is required to pay pursuant to this section for the first Lease Year exceed the sum of Six Thousand Dollars (\$6,000.00). Landlord and Tenant acknowledge that the cost of utilities can vary greatly during the term, but the parties agree that, during renewal terms, the amount Tenant is required to pay pursuant to this section for each Lease Year after the first Lease Year shall not exceed One Thousand Dollars (\$1,000.00) the amount actually paid by Tenant pursuant to this section for the preceding Lease Year.
7. Landlord shall be responsible for all maintenance, repairs, and replacements required at the Premises due to normal wear and tear. Tenant shall repair any damage caused by negligent acts of its employees.
8. Tenant shall not make any structural alterations, additions, or improvements to the Premises without the prior written consent of Landlord. All alterations, additions or improvements to the Premises (other than removable trade fixtures) shall become the property of Landlord upon Tenant's vacating the Premises for any reason.
9. Tenant shall not commit waste on the Premises and shall keep the Premises in a good, clean condition and obey all laws and ordinances governing Tenant's use of the Premises. However, in no event shall Tenant be required to make any alterations or improvements to the Premises.
10. Upon the expiration of this Lease or upon the termination of this Lease for any cause, Tenant will at once peacefully surrender and deliver up to Landlord the whole of the Premises, together with all improvements thereon, in substantially the same condition at the time of the commencement of this Lease, ordinary wear and tear, damage by fire or other casualty and damage not attributable to Tenant or Tenant's employees excepted.
11. Tenant shall not allow anyone to share the Premises, nor shall Tenant assign, sublet, or transfer the Premises or any part thereof without Landlord's prior, written consent, which consent shall not unreasonably be withheld.

12. Occupancy of Tenant of the Premises beyond the term of this Lease shall be deemed on a month-to-month basis upon the same terms and conditions applicable to the original term, other than the term and options to extend.
13. In case of partial destruction or injury to the Premises by fire, the elements, or other casualty, Tenant shall have the right to terminate the Lease by giving notice to Landlord not later than ten (10) days after the date of such casualty. If Tenant does not elect to terminate this Lease, then Landlord shall repair the same with reasonable dispatch, in which event this Lease shall remain in full force and effect. In the event the Premises is rendered totally untenable by fire, the elements, or other casualty or be so injured or destroyed that Landlord shall decide within a reasonable time not to rebuild, the term hereby granted shall cease. Tenant shall not be required to pay rent for any period of time that Tenant is unable to use the Premises by reason of casualty or making of repairs.
14. If the whole or any part of the Premises shall be taken by a competent authority for any public or quasi-public use or purpose, then and in that event, the Lease shall cease and terminate from the date of possession by such appropriating authority only in the event that such taking results in denying Tenant the beneficial use of the Premises. All damages awarded for such taking shall be equitably apportioned between Landlord and Tenant.
15. At the termination of this Lease, Tenant shall be entitled to remove from the Premises Tenant's personal property and removable trade fixtures.
16. Tenant shall carry public liability insurance covering the Premises and Tenant's use thereof with minimums of \$1 million on account of bodily injuries to or death of one or more persons and for property damage and shall deposit certificates of said policy or policies with Landlord. Said policy or policies shall name Landlord as an additional insured and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than thirty days in advance of any modification or cancellation thereof.
17. Either party may terminate this Lease any time by giving the other written notice, which notice must be received no less than one hundred eighty (180) days prior to the date of termination specified in such notice.
18. In the event any term or provision of this Lease shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof, and this Lease shall be interpreted and

construed as if such term or provision to the extent that same shall have been held invalid, illegal, or unenforceable had never been contained herein.

19. This Lease shall be construed according to the laws of the State of Ohio.

20. This Lease constitutes the entire agreement between the parties, and no statement or representation of either party shall form a part hereof or be binding upon the parties hereto except as otherwise set forth herein. This Lease may be changed or modified only by written instrument signed by the parties hereto.

City of Avon Lake, Ohio

By: _____

Mark Spaetzel, Mayor

Avon Lake Public Library

Board of Library Trustees

By: _____

Michele Jakubs

AN ORDINANCE AMENDING 25-72 PROVIDING LEGAL REPRESENTATION WITH THE PURCHASE AGREEMENT BETWEEN THE CITY OF AVON LAKE AND AVON LAKE REDEVELOPMENT GROUP, LLC, (ALERG) AND DECLARING AN EMERGENCY.

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

Section No. 1: That Ordinance No. 25-72 is hereby amended as follows:

Section No. 3: That the necessary expenses for said representation shall be paid upon approval voucher submitted therefore in an amount not to exceed ~~\$117,250~~, **\$92,250**, which is reimbursable through the Interim Development Agreement passed by Ordinance No. 24-143 on November 12, 2024.

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 providing the City with legal representation regarding the acquisition of real property, thus ensuring the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

AN ORDINANCE AMENDING 25-102 FOR LEGAL SERVICES OF TODD DAVIS, ESQ.,
AND DECLARING AN EMERGENCY.

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

Section No. 1: That Ordinance No. 25-102 is hereby amended as follows:

Section No. 2: That the necessary expenses for said representation
be paid upon approval voucher submitted therefore in an amount not to
exceed ~~\$147,000~~ **\$172,000**.

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 providing the City with legal
representation regarding the acquisition of real property, thus ensuring the health,
safety, and welfare of the public. Therefore, this Ordinance shall be in full force and
effect from and immediately after its passage and approval by the Mayor.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH HZW ENVIRONMENTAL CONSULTANTS, LLC, FOR ENVIRONMENTAL CONSULTING SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, Section 59 of the Avon Lake City Charter, entitled Competitive Bidding, authorizes the expenditure of funds without public bidding for “personal services” as defined in the Charter; and

WHEREAS, the Administration and Council desire to continue to retain the personal services of a professional environmental consulting firm to monitor the closed landfill at the Public Works Department.

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into an agreement with HZW Environmental Consultants, LLC, of Mentor, Ohio, for the purpose of retaining personal services to monitor the closed landfill.

Section No. 2: That said agreement shall state in its terms that the cost of said personal services shall not exceed \$64,900. Upon receipt of itemized billing, in conformance with the guidelines and scope of work as set forth in said agreement, to the satisfaction of the Public Works Director, the Director of Finance is hereby directed to deliver to HZW Environmental Consultants, LLC, the warrant of this City in the amount due and payable and to cause said warrant to be paid.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing environmental consulting services for groundwater monitoring in accordance with EPA requirements, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor



HZW
Environmental
Consultants

November 17, 2025

Confidential – Proprietary Information

Mayor Mark Spaetzel
Mayor of Avon Lake
City of Avon Lake
150 Avon-Belden Road
Avon Lake, OH 44012

Subject: Proposal for as needed Environmental Consulting Services, 2026

Dear Mayor Spaetzel:

HZW Environmental Consultants, LLC (HZW) is pleased to submit this proposal for environmental consulting services to the City of Avon Lake for professional services associated with the Avon Lake Municipal Landfill (“ALML”). HZW was founded in 1987 in response to the growing need for cost-effective environmental services. Over the years, we have enjoyed steady growth through providing quality services and traditional value. Since 2005, HZW has been recognized by the state of Ohio as a Disadvantaged Business Enterprise–Certified company. HZW’s professional staff includes geologists, engineers, biologists, chemists, industrial hygienists, environmental specialists and support staff with the technical expertise and experience to address a wide range of environmental situations. Environmental consulting services to be furnished but are not limited to the following:

- site assessments,
- closure plans,
- remediation plans,
- site remediation,
- hydrogeologic assessments,
- groundwater monitoring plans,
- soil and groundwater sampling,
- grant preparation,
- expert witness services, and
- risk assessments.

HZW’s proposal is based on our discussions with City of Avon Lake personnel and our staff’s experience in conducting projects for the City of Avon Lake. HZW has been providing technical services to the City of Avon Lake since 1999. The current contract period was through 2025.

During this contract invoicing period, HZW has performed the following activities:

- Performed the fourth quarter post-closure inspection in December 2024. Note that data evaluation and reporting was completed in December 2024.
- Assisted the City of Avon Lake with the annual notifications during December 2024.
- Performed annual groundwater monitoring event. The nine (9) corrective measures monitoring wells and two (2) corrective measures surface water monitoring location in the eastern detention basin were sampled in December 2024. Note that data evaluation and reporting was completed in January 2025.
- Prepared second semi-annual corrective measures activities report in January 2025.
- Performed fourth quarter explosive gas monitoring event in December 2024. Note that data evaluation and reporting was completed in December 2024.
- Performed the first quarter post-closure inspection in March 2025. Note that data evaluation and reporting was completed in March 2025.
- Performed first quarter explosive gas monitoring event in March 2025. Note that data evaluation and reporting was completed in March 2025.
- Prepare annual post-closure care report for 2024. The report was uploaded in March 2025.
- Per discussions with the Ohio EPA concerning updates to the GWRSSs, the Ground Water Corrective Measures Plan was revised with updated GWRSSs in June 2025.
- Performed the second quarter post-closure inspection in June 2025. Note that data evaluation and reporting was completed in June 2025.
- Performed second quarter explosive gas monitoring event in June 2025. Note that data evaluation and reporting was completed in June 2025.
- Performed semi-annual groundwater monitoring event in June 2025. These activities include the collection of samples from the nine (9) corrective measures monitoring wells and two (2) corrective measures surface water monitoring location in the eastern detention basin.
- Prepared the semi-annual corrective measures groundwater monitoring report. The report was issued in August 2025.
- Prepared first semi-annual corrective measures activities report in August 2025.

- Performed third quarter explosive gas monitoring event in September 2025. Note that data evaluation and reporting was completed in October 2025.
- Performed the third quarter post-closure inspection in September 2025. Note that data evaluation and reporting was completed in September 2025.

Additional activities as well as ongoing activities which may need to be performed in 2025 and 2026 are as follows:

- Review and as applicable respond to Ohio EPA draft Findings and Orders concerning the post-closure activities.
- Assisted the City of Avon Lake with the annual notifications during December 2025.
- Perform annual groundwater monitoring event. The nine (9) corrective measures monitoring wells and two (2) corrective measures surface water monitoring location in the eastern detention basin will be sampled in December 2025. Note that data evaluation and reporting will be completed in the first quarter of 2026.
- Perform fourth quarter explosive gas monitoring event in December 2025. Note that data evaluation and reporting will be completed in December 2025.
- Performed the fourth quarter post-closure inspection in December 2025. Note that data evaluation and reporting will be completed in December 2025.
- Prepare second semi-annual corrective measures activities report in the First Quarter of 2026
- Prepare annual post-closure care report for 2025. The report will be completed in March 2026.
- Perform first quarter explosive gas monitoring event in March 2026. Note that data evaluation and reporting will be completed in March 2026.
- Perform first quarter post-closure inspection in March 2026. Note that data evaluation and reporting will be completed in March 2026.
- Perform second quarter explosive gas monitoring event in June 2026. Note that data evaluation and reporting will be completed in June 2026.
- Perform second quarter post-closure inspection in June 2026. Note that data evaluation and reporting will be completed in June 2026.

- Perform semi-annual groundwater monitoring event in June 2026. These activities include the collection of samples from the nine (9) corrective measures monitoring wells and two (2) corrective measures surface water monitoring location in the eastern detention basin, data evaluation, and reporting. Note that data evaluation and reporting will be completed in the Third Quarter of 2026.
- Prepare second semi-annual corrective measures activities report in the third quarter of 2026.
- Perform third quarter explosive gas monitoring event in September 2026. Note that data evaluation and reporting will be completed in September 2026.
- Perform third quarter post-closure inspection in September 2026. Note that data evaluation and reporting will be completed in September 2026.
- Address Ohio EPA comments and concerns to groundwater monitoring reports, to the CMP, and to the post-closure care.

Based upon these anticipated activities, we have developed the following summary table, which presents projected and anticipated costs for these activities through 2026.

Task	Project Costs (\$)
Semi-Annual and Annual Groundwater Monitoring Events	37,000.00
Quarterly Methane Monitoring Events	8,000.00
Quarterly Post-Closure Inspections	6,500.00
Semi-Annual Activities Reports	2,200.00
Annual Post-Closure Report	3,200.00
Ohio EPA Issues	8,000.00

Therefore, the total projected cost for the 2026 activities is **\$64,900.00**.

HZW also understands that the City of Avon Lake's objectives are to secure rates for professional services and equipment from qualified service providers. Attached Table 1 has been prepared which provides a breakdown and summary of HZW's professional service description categories and service fees.

Prior to the implementation of projects under this contract, HZW proposes to prepare a work scope and cost estimate document for each project and/or task outside the work associated with ALML. These documents will outline the project work scopes and provide a breakdown of estimated costs per task. Routine scoping and cost estimates will be prepared at no charge to the City of Avon Lake and will be provided approximately three days after project details are provided to HZW. Extended scoping and estimated requirements may be billed with your authorization. The proposed procedure is anticipated to allow future projects with the City of Avon Lake to proceed quickly and efficiently.

With respect to project availability (outside the work associated with ALML), HZW can typically initiate work on a project within one week of authorization. To authorize HZW to proceed with a specific project, the City of Avon Lake only needs to issue a letter of authorization which references the specific project cost estimate and the City of Avon Lake's contract.

This proposal is submitted to the City of Avon Lake by HZW on the condition that the City of Avon Lake will not disclose the terms of this proposal to anyone (except as required by law) including, without limitation, any actual or potential competitive bidder without HZW's prior written consent. This quote shall remain valid for 45 days unless otherwise extended by HZW via written correspondence with the City of Avon Lake.

I look forward to continuing to work with you and the City of Avon Lake. If you have any question or require additional information, please do not hesitate to call me at (330) 208-2717 (office) or contact me via e-mail at dwilliams@hzwenv.com.

Sincerely,
HZW Environmental Consultants, LLC



Dwight D. Williams, PG
Project Manager

DDW:bms

enclosure

Table 1
Summary of Professional Fees
Service Description Categories
(November 17, 2025)

HZW Environmental Consultants, LLC Professional Service Description	Standard Hourly Rate (\$)	City of Avon Lake Hourly Rate (\$)
Principal	230	205
Project Manager	220	184
Industrial Hygienist	220	184
Scientist III	164	135
Scientist II	131	106
Scientist I	120	98
Technician	107	86
Senior Technician	125	88
Administrative Assistant	97	78

Notes:

1) Expert witness testimony or participation at hearings or depositions, including necessary preparation time, will be charged at 150% of the rate quoted above. These rates are fully loaded with overhead and fee. Costs related to telephone usage, facsimile transmission, and U.S. Mail transmittal are considered to be part of our company overhead, and are therefore included in our hourly rates.

2) Progress invoices will be issued monthly and are to be paid within 45 days of the invoice date unless prior written agreement has been obtained. Subcontractor billings are payable upon presentation. Prices do not include sales or use taxes. A finance charge of 1.5% per month will be charged on past due accounts. A 1% cash discount will be allowed on billings for services paid within 15 days of invoice date.

3) Subcontractor costs, material costs, and the costs associated with the rental of specialty equipment will be charged at cost plus 10%.

4) In-house costs for long-distance telephone, facsimile, personal computer usage, plus normal U.S. Mail postage and photocopying will not be itemized and billed. Costs associated with express mail services, outside document production, project-related cellular phone usage, and conference calls using an outside carrier will be billed at cost plus 10%. Internal photocopying associated with document production will be invoiced at \$0.09 per page.

5) Charges for rental vehicles, meals, travel, and lodging will be billed at actual cost. Personal vehicles will be billed at the IRS Standard Mileage Rate.

6) Time spent traveling in the interest of the client will be minimized and will be billed at standard hourly rates.