The following business is to be considered at the regular meeting of the Avon Lake City Council on December 10, 2018 in the Council Chamber.

Pledge of Allegiance

Roll Call: Mr. Arnold, Mrs. Campo, Mrs. Fenderbosch, Mr. James, Mr. Kos, Mr. O’Donnell, Mr. Zuber, Mayor Zilka, Law Director Lieberman, Finance Director Presley, Public Works Director Reitz.

Approval of Minutes: November 26, 2018 Council Meeting as prepared and published.

Correspondence

Reports

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

Audience Participation

Motions

Permitting Mr. Arnold to abstain from voting on the sports affiliate grant to the Avon Lake Swim Team. – R. James.
Authorizing a sports affiliate grant of $1,000 to the Avon Lake Lacrosse Club – R. James.

Authorizing a sports affiliate grant of $11,000 to the Avon Lake Soccer Organization – R. James.

Authorizing a sports affiliate grant of $5,000 to the Avon Lake Swim Team – R. James.

Authorizing a sports affiliate grant of $1,000 to the Avon Lake Women’s Chorus – R. James.

Authorizing a sports affiliate grant of $1,000 to the Avon Lake Wrestling Club – R. James.

Authorizing a sports affiliate grant of $1,000 to the Avon Lake Football Club – R. James.

Accepting a donation of a beach wheelchair by resident Jane Sheard – R. James.

Legislation

Third Readings:

Temporary Legislation #11176, authorizing the leasing of the Peter Miller House at Miller Road Park to Heritage Avon Lake.

Temporary Legislation #11179, amending Section 452.03 of the Codified Ordinances to prohibit parking on the hydrant side of City streets.

Second Reading:

Temporary Legislation #11180, authorizing the Mayor to enter into a CRA tax incentive agreement with NHW Properties, LLC.

First Readings:

Temporary Legislation #11185, amending Codified Ordinance Chapter 292 Cable Television Advisory Commission.

Temporary Legislation #11186, amending Codified Ordinance Section 208.01 (14) pool fees.

Temporary Legislation #11187, awarding a contract for cleaning services at City Buildings.

—Suspension of the rule requiring three readings
Temporary Legislation #11188, approving the use of submerged lands.

Temporary Legislation #11189, approving the use of submerged lands.

Temporary Legislation #11190, extending a moratorium on the granting of building permits or certificates of occupancy for any building, structure, use or change of use for the cultivation, processing, or retail sale of medical marijuana until June 30, 2019.

Temporary Legislation #11191, amending appropriations for the current expenses and other expenditures of the City. →

Temporary Legislation #11192, authorizing the Mayor to purchase 58 West Shore Road in the City of Avon Lake. →

Miscellaneous Business and Announcements

Public Input

Adjournment
ORDINANCE NO. ________

AN ORDINANCE AUTHORIZING THE LEASING OF THE
PETER MILLER HOUSE AT MILLER ROAD PARK TO
HERITAGE AVON LAKE, AND DECLARING AN EMERGENCY.

WHEREAS, the Heritage Avon Lake desires to lease the Peter Miller House at Miller
Road Park from the City of Avon Lake; and

WHEREAS, the City of Avon Lake desires to lease the Peter Miller House to Heritage
Avon Lake;

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 execute and deliver on behalf
of the City the lease attached hereto for the purpose of leasing the Peter Miller House at Miller
Road Park to Heritage Avon Lake.

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 of having a current agreement in place in order to allow Heritage
Avon Lake to oversee and operate this historic landmark, thus for the health, safety, and welfare
of the citizens of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and
immediately after its passage and approval.

1st reading: 11/13/18
2nd reading: 11/26/18
3rd reading: _________________________  ____________________________

PASSED: _________________________  _________________
President of Council

POSTED: _________________________  _________________
Approved

ATTEST: _________________________  ____________________________
Clerk of Council  Mayor
LEASE

THIS LEASE ("Lease") made as of the ____ day of ________________, 2018, by and between the CITY OF AVON LAKE, OHIO ("Landlord"), an Ohio municipal corporation, and the HERITAGE AVON LAKE ("Tenant"), an Ohio not-for-profit corporation.

WITNESSETH:

WHEREAS, Landlord owns certain real property described in Exhibit A attached hereto and made a part hereof, known as the Miller Road Park and designated for street numbering purposes as 33740 Lake Road, Avon Lake, Ohio known as Miller Road Park (the “Park Property”);

WHEREAS, the Park Property is improved with a building (the “Building”) known as Peter Miller House Museum; and

WHEREAS, Tenant desires to lease the Building and that area surrounding the Building that is within the existing picket fence and designated as the “Premises” on Exhibit B attached hereto and made a part hereof (collectively, the “Premises”) from Landlord, and Landlord is willing to lease the Premises to Tenant upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound, the parties hereby covenant and agree as follows:

ARTICLE I

DEMISE

Section 1.1 Premises.

Landlord hereby leases the Premises to Tenant, and Tenant hereby takes the Premises from Landlord upon the terms and conditions hereinafter set forth.

ARTICLE II

TERM

Section 2.1 Term and Commencement Date.

Unless sooner terminated in accordance with the terms of this Lease, the term of this Lease (the "Term") shall be ten (10) years, commencing on ________________, 2018 (the "Commencement Date") and expiring on ________________, 2028 (the "Expiration Date").
Section 2.2  Termination.

This Lease shall terminate at the end of the Term without the necessity of any notice from either Landlord or Tenant to terminate the same. Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of premises from a tenant holding over to the same extent as if statutory notice had been given.

Section 2.3  Surrender.

Upon the expiration or other termination of this Lease in any way, Tenant shall deliver and surrender to Landlord possession of the Premises, including all leasehold improvements and all fixtures permanently attached to the Premises, broom clean and in as good condition and repair as the same shall be on the Commencement Date or may have been put during the Term, excepting only ordinary wear and tear and damage by Casualty (as defined in Section 10.1), other than such damage by Casualty which is caused by the negligence of Tenant, its agents, employees or contractors, and which is not wholly covered by Landlord's hazard insurance policy, and shall deliver all keys to the Premises to Landlord.

ARTICLE III

USE AND OPERATIONS

Section 3.1  Use.

Tenant shall use and permit the use of the Premises solely for the following charitable and educational purposes (the "Permitted Use"): 

(a) visitors’ center;
(b) welcome center;
(c) public and private meeting place;
(d) historical museum for the City of Avon Lake;
(e) public use by Avon Lake organizations;
(f) public use by residents of the City of Avon Lake;
(g) fundraising efforts; and
(h) local school history classes and tours.

Tenant may not use, permit or suffer the use of the Premises, or any part thereof, for any other purpose whatsoever without the prior written consent of Landlord.
Section 3.2 Operations by Tenant; Removal of Trash; Lawn Maintenance.

(a) Tenant will at its expense: (i) keep the inside and outside of all glass in the doors and windows of the Building clean; (ii) keep all exterior surfaces of the Building clean; (iii) replace promptly any cracked or broken glass of the Building with glass of like kind and quality; (iv) maintain the Premises in a clean, orderly and sanitary condition; (v) keep the Building free of insects, rodents, vermin and other pests; (vi) comply with all laws, ordinances and governmental rules and regulations and with the recommendations of Landlord's fire insurance rating organization now or hereafter in effect; (vii) collect and properly dispose of all litter that results from or is attributable to the Premises; (viii) install and maintain all fire extinguishing apparatus required by local regulations or the requirements of Landlord's insurance underwriters; and (ix) take such actions as shall be necessary to prevent the freezing of water lines within the Building.

(b) Tenant will not: (i) place or maintain any trash, refuse or other articles anywhere outside the Building, other than in approved solid waste and recyclable materials collection containers; (ii) permit accumulations of trash, rubbish or refuse on the Premises; or (iii) permit any part of the Premises to be used for any disreputable, offensive, immoral or illegal purpose.

(c) Landlord, at its expense, shall arrange for the collection of solid waste and recyclable materials that Tenant has deposited in approved containers outside the Building.

(d) Landlord shall mow the lawn of the Premises.

Section 3.3 Signs.

Tenant will not place or suffer to be placed or maintained on the exterior of the Building or anywhere on the Premises outside of the Building any sign, lettering, advertising matter or any other item of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the Building without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All such signs or other items shall comply with all applicable laws. Tenant will, at its sole cost and expense, maintain such sign, decoration, lettering, advertising matter or other item permitted by Landlord in writing in good condition and repair at all times. Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, actions, demands, damages, liability and expense, including attorneys and other professional fees, arising from or related to, wholly or in part, directly or indirectly, the erection, maintenance, existence or removal of any sign or other item installed by Tenant, and Tenant shall repair all damage caused by the erection, existence, maintenance or removal of same. At the request of Landlord, at the termination of this Lease, Tenant shall remove all signs and such other items and repair damage caused by such removal. Landlord shall have the right to remove any sign or other matter which does not conform to the requirements of this section, and the cost of such removal shall be payable by Tenant to Landlord on demand.
Section 3.4 Painting and Displays by Tenant.

Tenant will not paint or decorate any part of the exterior of the Building or any part of the Premises outside of the Building without first obtaining Landlord's written approval. Tenant will remove promptly upon notice from Landlord, or take such other action as Landlord may direct, any such paint or decoration which has been applied without Landlord's approval.

ARTICLE IV

RENT AND SECURITY DEPOSIT

Section 4.1 Rent Payable.

Tenant shall pay to Landlord as rent ("Rent") for the Premises, the following:

(a) the Base Rent; and

(b) all additional sums, charges or amounts of whatever nature to be paid by Tenant to Landlord in accordance with the provisions of this Lease, whether or not such sums, charges or amounts are referred to as additional rent ("Additional Rent").

Section 4.2 Base Rent.

The “Base Rent” is One Dollar ($1.00) per annum. Base Rent shall be payable in advance on the Commencement Date and each anniversary thereof. Base Rent for any partial Lease Year shall be prorated on a daily basis. As used herein, "Lease Year" means each successive period of twelve (12) consecutive months commencing on the Commencement Date.

Section 4.3 Payment of Rent.

Tenant shall pay all Rent when due and payable, without any setoff, deduction or prior demand therefor whatsoever. Rent shall be paid and delivered to Landlord at 150 Avon Belden Road, Avon Lake, Ohio 44012. Landlord may, at any time, change such remittance address by sending a notice to Tenant in accordance with Section 13.1 stating the change and setting forth the new address or addresses. Payments of Rent shall be deemed to have been given upon receipt. Any payment by Tenant or acceptance by Landlord of a lesser amount than shall be due from Tenant to Landlord shall be treated as payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.
Section 4.4  Security Deposit.

Concurrently with the execution of this Lease, Tenant shall deposit the sum of Five Hundred Dollars ($500.00) (the “Security Deposit”) with Landlord and thereafter, during the continuance of this Lease, shall maintain the Security Deposit with Landlord. The Security Deposit shall be security for the full, prompt and faithful performance by Tenant of all of its obligations under this Lease. The Security Deposit shall not be deemed to be trust funds. Landlord shall not be required to hold the Security Deposit as a separate fund, but may commingle it with other funds. Landlord shall have the right, but not the obligation, to apply the Security Deposit or any part thereof toward the cost and expense (including Landlord's attorneys' and other professional fees, if any) of curing any default on the part of Tenant; in which event Tenant shall restore the Security Deposit within ten (10) days after Landlord's request to do so. Upon termination of this Lease and vacation of the Premises in the manner required by Section 2.3, the Security Deposit, or the portion thereof remaining unapplied after the curing of every default by Tenant, shall be returned to Tenant. No interest shall be payable to Tenant on account of the Security Deposit.

ARTICLE V

TAXES

Section 5.1  Tenant to Pay Taxes.

If at any time the Premises or the Park Property shall be subject to real estate taxes and/or assessments as a result of Tenant’s use or occupancy of the Premises or those using or occupying the Premises through, under or with the permission of Tenant, then Tenant shall pay to Landlord the amount of such real estate taxes and assessments upon demand. In the alternative, Landlord shall have the right to require Tenant to pay to Landlord monthly on the first day of each month a sum (“Funds”) equal to one-twelfth (1/12) of such yearly taxes and assessments, all as estimated initially and from time to time by Landlord on the basis of assessments, bills and reasonable estimates thereof. The Funds shall be held in an institution, the deposits or accounts of which are insured or guaranteed by a Federal or state agency. Landlord shall apply the Funds to pay such taxes and assessments. Landlord shall not be required to pay Tenant any interest or earnings on the Funds. If the amount of the Funds held by Landlord, together with the future monthly installments of Funds payable prior to the due dates of taxes and assessments, shall exceed the amount required to pay such taxes and assessments as they fall due, then such excess shall be, at Tenant’s option, either promptly repaid to Tenant or credited to Tenant on future monthly installments of Funds. If the amount of the Funds held by Landlord shall not be sufficient to pay taxes and assessments as they fall due, then Tenant shall pay to Landlord any amount necessary to make up the deficiency within ten (10) days from the date notice is mailed to Tenant requesting payment thereof. The obligations of Tenant pursuant to this section shall survive the expiration or termination of this Lease as to taxes and assessments payable for any period prior to such termination.
ARTICLE VI
IMPROVEMENTS

Section 6.1 Landlord's Improvements.

Landlord shall not be required to make any improvement to or alteration or repair of the Premises, Tenant hereby agreeing to accept the Premises in "as is" condition.

Section 6.2 Tenant's Improvements.

(a) Tenant shall not undertake, directly or indirectly, any construction work, improvements or alterations, nor shall Tenant install any equipment (all such construction work, improvements, alterations and installations being hereinafter collectively referred to as the "Work") without first obtaining Landlord's written approval of the plans and specifications therefor. The approval by Landlord of Tenant's plans and specifications shall not constitute the assumption of any liability on the part of Landlord for their accuracy or their conformity with building code requirements, and Tenant shall be solely responsible for such plans and specifications. The approval by Landlord of Tenant's plans and specifications shall not constitute a waiver by Landlord of the right thereafter to require Tenant to amend the same to provide for omissions or deficiencies therein later discovered by Landlord.

(b) Tenant shall not undertake, directly or indirectly, any Work without first obtaining from the Avon Lake Historical Preservation Commission all approvals that may be required by the Codified Ordinances of the City of Avon Lake because of the Building's designation as a landmark.

(c) Tenant shall not commence any Work without first delivering to Landlord:

(i) the policies of insurance, or certificates thereof, required by Sections 9.3 and 9.4; and

(ii) such security satisfactory to Landlord that such Work will be timely and properly performed and completed in accordance with the requirements of Section 6.3.

(d) Tenant, at Tenant's sole cost and expense, shall obtain all building, use and occupancy permits and licenses required by applicable governmental authorities for Tenant's Work and for the use of the Premises.

(e) If Tenant shall fail to complete any Work commenced by Tenant, then Landlord may, in addition to all other rights and remedies it may have, complete such Work on behalf of and for the account of Tenant upon five (5) days' prior notice to Tenant of its intention to do so. The costs and expenses incurred by Landlord in completing the Work shall be deemed to be Additional Rent, due and payable on demand.
Section 6.3 Manner of Work.

All items installed by Tenant shall be new and of first quality. All Work, whether in the nature of erection, construction, alteration, repair or restoration permitted or required to be made by Tenant, shall be performed and completed in a first class and workmanlike manner, promptly, efficiently and competently by duly qualified and, if necessary, licensed persons or entities and in accordance with all applicable laws, ordinances, rules, rulings, regulations and requirements of any governmental authority having jurisdiction over the Premises. Prior to commencing any of such Work, Tenant at Tenant's sole cost and expense, shall obtain all permits and authorizations required pursuant to any legal requirements. All Work including fixtures, shall at once when made or installed be deemed to have attached to the freehold and to have become the property of Landlord and shall remain for the benefit of Landlord at the end of the Term or other termination of this Lease in as good order and condition as it was when installed, reasonable wear and tear only excepted. Tenant shall at its sole cost and expense, daily remove from the Premises all trash and debris in connection with Tenant's activities.

ARTICLE VII

REPAIRS AND ALTERATIONS

Section 7.1 Repairs to be Made by Landlord.

Landlord shall maintain utility lines and connections servicing the Building to the extent such utility lines and connections are within the Park Property but situated beyond the footprint of the Building. Landlord shall not be required to maintain or to make any other repair or improvement to the Premises.

Section 7.2 Repairs to be Made by Tenant.

Except for the repairs to be made by Landlord pursuant to Section 7.1, all needed repairs to the Premises and any installations, equipment or facilities therein, both exterior and interior, structural as well as non-structural, including repairs to the roof, structural floors, heating, ventilating, electrical and plumbing systems, shall be made by Tenant at its sole cost and expense. Without limiting the generality of the foregoing, Tenant will at all times keep the interior of the Building, including all electrical, plumbing and other mechanical installations therein, all floors, the heating, ventilating and air conditioning systems, fire protection, sprinkler, electrical, plumbing and sewer systems, meters, doors, window frames, and all portions of the exterior of the Building, in good order and repair and will make all replacements from time to time required thereto.

Section 7.3 Alterations by Tenant.

Tenant will not make any alteration, renovation, improvement or installation in, on or to the Premises or any part thereof (including without limitation, any alteration of signs, structural alteration, or any cutting or drilling into any part of the Premises or any securing of any fixture,
apparatus or equipment of any kind to any part of the Premises) unless and until Tenant shall have caused plans and specifications in the form required by Section 6.2 to have been prepared, at Tenant's expense, and shall have obtained Landlord's approval thereof. If such approval is granted, then Tenant shall cause the work described in such plans and specifications to be performed, at its expense, in accordance with the requirements of Sections 6.2 and 6.3, promptly, efficiently and competently by duly qualified and, if necessary, licensed persons or entities.

**ARTICLE VIII**

**UTILITIES**

**Section 8.1 Water, Sanitary Sewer, Electricity and Gas.**

Landlord shall arrange and pay for water, sanitary sewer service, electricity and gas supplied to the Premises. Tenant shall not waste nor consume utilities in excess of reasonable amounts required for the utilization of the Premises for the Permitted Use.

**Section 8.2 Discontinuances and Interruptions of Utility Services.**

Landlord shall not be liable to Tenant in damages or otherwise (a) if any utility shall become unavailable from any public utility company, public authority or any other person or entity (including Landlord) supplying or distributing such utility, or (b) for any interruption in any utility service caused by the making of any repairs, improvements or alterations to the Premises, and the same shall not constitute a termination of this Lease or an eviction of Tenant.

**ARTICLE IX**

**INDEMNITY AND INSURANCE**

**Section 9.1 Indemnity by Tenant.**

Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, actions, demands, damages, liability and expense, including attorneys' and other professional fees, in connection with loss of life, personal injury and/or damage to property arising from or related to, wholly in part, directly or indirectly, the construction, occupancy or use of the Premises or any part thereof, or arising from or related to, wholly or in part, directly or indirectly, any act or omission of Tenant, its officers, agents, contractors or employees. The obligations of Tenant pursuant to this section shall survive the expiration or termination of this Lease as to taxes and assessments payable for any period prior to such termination.

**Section 9.3 Tenant's Insurance.**

At all times after the execution of this Lease, Tenant will obtain and keep in force, at its expense:
(a) Commercial general liability insurance, on an occurrence basis, insuring against any and all claims as are customarily covered under a standard policy form routinely accepted by institutional owners and mortgagees for bodily injury, death and property damage, including insurance against assumed or contractual liability, occurring in or about the Premises and on the Common Areas and adjoining streets and sidewalks. Such insurance shall have a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence and excess umbrella liability insurance in the amount of at least Two Million Dollars ($2,000,000.00). Such liability insurance shall be primary and not contributing to any insurance available to Landlord, and Landlord’s insurance, if any, shall be in excess thereto.

(b) If and to the extent required by law, Worker's Compensation or similar insurance in form and amounts required by law.

Section 9.4 Tenant's Contractor's Insurance.

Tenant shall require each contractor of Tenant performing work in, on or about the Premises to secure and keep in force, at no expense to Landlord:

(a) Commercial general liability insurance, on an occurrence basis, including premises and operations coverage, products and completed operations coverage, broad form property damage coverage and contractual liability coverage with a per occurrence limit of liability for bodily injury, property damage liability and personal injury liability of not less than One Million Dollars ($1,000,000.00) and a general aggregate limit of not less than Three Million Dollars ($3,000,000.00).

(b) Worker's Compensation or similar insurance in form and amounts required by law.

Section 9.5 Policy Requirements.

The company or companies writing any insurance which Tenant is required to secure and maintain or cause to be secured and maintained pursuant to Sections 9.3 and 9.4, as well as the form of such insurance, shall at all times be subject to Landlord's written approval. Each such company or companies shall be licensed to do business in Ohio. Each policy evidencing such insurance shall designate Landlord and each designee of Landlord as additional insureds and shall also contain a provision by which the insurer agrees that such policy shall not be canceled except after thirty (30) days written notice to Landlord. A certificate for such insurance and a copy of the policy shall be delivered to Landlord by Tenant promptly upon commencement of Tenant's obligation to procure the same. At least ten (10) days prior to the expiration or termination of any such policy, Tenant shall deliver to Landlord a certificate for a new or renewal policy and a copy of the policy. If Tenant shall fail to perform any of its obligations under Sections 9.3, 9.4 or 9.5, then, in addition to any other right or remedy available to Landlord, Landlord may perform the same and the cost thereof to Landlord shall be deemed Additional Rent and shall be payable to Landlord upon demand.
Section 9.6 Waiver of Liability.

Landlord and Landlord’s agents, officials, representatives and employees shall not be liable for, and Tenant waives all claims arising from damage to property sustained by Tenant or any person claiming by, through or under Tenant resulting from any accident or occurrence in or upon the Premises or any other part of the Park Property. The foregoing waiver shall include, but not be limited to, claims for damage resulting from: (a) any equipment or appurtenances becoming out of repair, (b) injury done or occasioned by wind, (c) any defect in or failure of plumbing, heating or air-conditioning equipment, electric wiring, gas, water and steam pipes, or stairs, rails or walks, (d) broken glass, (e) the backing up of any sewer pipe or downspout, (f) the bursting, leaking or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Building, (g) the escape of steam or hot water, (h) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, walks or any other place upon or near the Building, (i) the falling of any fixture, plaster or stucco, and (j) any act, omission or negligence of trespassers or other users of the Park Property.

ARTICLE X

DAMAGE AND DESTRUCTION

Section 10.1 Landlord's Option to Terminate Lease.

If the Premises are damaged or destroyed by fire, the elements, or other peril, whether insured or uninsured (any of such causes being referred to herein as a "Casualty"), then Landlord shall have the right, but not the obligation, by notifying Tenant in writing within sixty (60) days after the date of such damage or destruction, to terminate this Lease.

If such notice is given, this Lease shall terminate as of the date of such notice, Rent (other than any Additional Rent due Landlord resulting from Tenant's failure to perform any of its obligations under this Lease) shall be adjusted as of the date of such termination, and the parties shall be relieved of all obligations and liabilities thereafter accruing.

Section 10.2 Repair and Reconstruction.

If the Premises shall be damaged by Casualty but Landlord does not elect to terminate this Lease, then Landlord shall, at its option, either repair the damaged portions of the Premises or make available to Tenant any insurance proceeds received by Landlord on account of such damage (subject, however, to such conditions and safeguards as Landlord may deem appropriate) for Tenant to use to repair such damage. If the Premises shall not be rendered unusable by such Casualty, there shall be no abatement of Rent. If, as the result of Casualty, the Premises shall be rendered unusable, in the reasonable judgment of Landlord, then all Rent (other than any Additional Rent due Landlord resulting from Tenant's failure to perform any of its obligations under this Lease) shall be abated proportionately as to the portion of the Premises rendered unusable (as reasonably determined by Landlord) for the period that such condition continues.
ARTICLE XI

ASSIGNMENTS AND SUBLETTING

Section 11.1 Assignment Not Permitted.

Tenant will not mortgage, pledge, encumber, assign or in any manner transfer this Lease or Tenant's interest herein, directly or indirectly, in whole or in part. Tenant will not sublet all or any part of the Premises without obtaining the prior written consent of Landlord.

ARTICLE XII

DEFAULT

Section 12.1 "Event of Default" Defined.

Any one or more of the following events shall constitute an "Event of Default":

(a) The taking, sale or transfer of Tenant's interest in the Premises under attachment, execution or other process of law or equity.

(b) The failure of Tenant to pay any Rent or other sum of money under this Lease within fifteen (15) days after the same is due.

(c) The use of the Premises for any purpose other than the Permitted Use.

(d) The discovery that any material representation made by Tenant in this Lease is untrue.

(e) Default by Tenant in the performance or observance of any term, condition or covenant of this Lease (other than a default involving the payment of money), which default is not cured within thirty (30) days after the giving of notice thereof by Landlord, unless such default is of such nature that it cannot be cured within such thirty (30) day period, in which case no Event of Default shall occur so long as Tenant shall commence the curing of the default within such thirty (30) day period and shall thereafter diligently and continuously prosecute the curing of same and shall completely cure such default as promptly as possible.

Section 12.2 Remedies.

Upon the occurrence of an Event of Default, Landlord, without notice to Tenant in any instance (except where expressly provided for below), in addition to and not in lieu of any other rights or remedies available to Landlord at law or in equity, may exercise any one or more of the following rights:
(a) Landlord may perform, on behalf and at the sole cost and expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice; the cost of which performance by Landlord shall be deemed Additional Rent and shall be payable by Tenant to Landlord upon demand.

(b) Landlord may (i) terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant and (ii) reenter the Premises, by summary proceedings or otherwise, remove Tenant and all other persons and property from the Premises and store such property in a public warehouse or elsewhere at the sole cost and expense of and for the account of Tenant without resort to legal process and without Landlord being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby.

Section 12.3 Damages Upon Termination.

If this Lease is terminated by Landlord pursuant to Section 12.2, Tenant nevertheless shall remain liable for any Rent and damages which may be due or sustained prior to such termination, and for all reasonable costs, fees and expenses incurred by Landlord in pursuit of its remedies hereunder, including attorneys' and other professional fees (all such Rent, damages, costs, fees and expenses being referred to herein collectively as "Termination Damages") plus additional damages (the "Liquidated Damages") which are hereby stipulated to be equal to the Rent which, but for termination of this Lease, would have become due during the remainder of the Term, discounted at the rate of four percent (4%) per annum.

ARTICLE XIII

NOTICES

Section 13.1 Sending of Notices.

Any notice, request, demand, approval or consent given or required to be given under this Lease shall be in writing and shall be deemed to have been given upon receipt (if hand delivered and receipt obtained) or on the third day following the day on which the same shall have been mailed by United States registered or certified mail, return receipt requested, with all postal charges prepaid, addressed to the following addresses:

If to Landlord: City of Avon Lake, Ohio
150 Avon Belden Road
Avon Lake, Ohio 44012
Attention: Mayor

with a copy to: Law Director
City of Avon Lake, Ohio
150 Avon Belden Road
Avon Lake, Ohio 44012
If to Tenant: Heritage Avon Lake
32770 Lake Road
Avon Lake, Ohio 44012
Attention: President

Either party may, at any time, change its address for the above purpose by sending a notice to the other party stating the change and setting forth the new address, which notice, however, shall be deemed to have been given only upon receipt by the other party.

ARTICLE XIV

MISCELLANEOUS

Section 14.1 Access to Premises.

Landlord and its agents, representatives, employees and contractors shall have the right to enter all parts of the Premises for the purpose of inspecting the Premises, or for the purpose of performing such maintenance or making such additions, alterations or repairs to the Premises as Landlord is required or permitted to make, and to take all materials, tools and equipment in, through, or above the Premises that may be required therefor without the same constituting an actual or constructive eviction of Tenant. Landlord shall also have the right to show the Premises to persons interested in purchasing or leasing the same. Except in the event of an emergency, entry into the Building shall be made only after Tenant has been given written or oral notice of such entry not less than twenty-four hours in advance. During such entry, Landlord shall use reasonable efforts not to unreasonably interfere with Tenant’s use of the Premises. In cases of emergency, Landlord shall have the right to enter the Building any time with no prior notice.

Section 14.2 Financial Statements.

Not later than sixty (60) days after each calendar year, Tenant shall furnish to Landlord an income and expense statement for such year, a balance sheet as of the end of such year and such other financial information as Landlord may reasonably request. Such information shall be in such form and contain such information as Landlord may request. If Tenant does not provide the financial information when required or if Landlord deems the financial information provided unsatisfactory, then, in addition to all other rights of Landlord, Landlord shall have the right to employ, at Tenant’s expense, an accountant to examine the books and records of Tenant and prepare such financial information.

Section 14.3 Remedies Cumulative.

No reference to any specific right or remedy of Landlord shall preclude Landlord from exercising any other right or remedy or from maintaining any action which it may otherwise be entitled to maintain at law or in equity. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy upon a breach thereof and no acceptance of full or partial Rent during the continuance of
any such breach, shall constitute a waiver of any such breach, agreement, term, covenant or condition.

Section 14.4 Successors and Assigns.

This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns, and shall inure to the benefit of Tenant.

Section 14.5 Compliance with Laws and Regulations.

Tenant, at its sole cost and expense, shall comply with and shall cause the Premises to comply with: (a) all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the Premises or any part thereof, or the use thereof, including but not limited to the Americans with Disabilities Act of 1990 and other laws for the protection of handicapped persons, and including those which require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances which may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same; and (b) all rules, orders and regulations of the National Board of Fire Underwriters or Landlord's fire insurance rating organization or other bodies exercising similar functions in connection with the prevention of fire or the correction of hazardous conditions, which apply to the Premises.

Section 14.6 Captions and Headings.

The Article and Section captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Lease.

Section 14.7 No Modification.

This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof; all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain, or vary any of the terms of this Lease. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Lease. No representation, understanding, or agreement has been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease may be modified only by a writing signed by the party against whom the modifications is sought to be enforced.

Section 14.8 Severability.

If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstance shall, to any extent, be adjudged invalid or unenforceable, then the
remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 14.9 Third Party Beneficiary.

Nothing contained in this Lease shall be construed so as to confer upon any other party the rights of a third-party beneficiary.

Section 14.10 Authorization.

Each person executing this Lease on behalf of Tenant individually represents and warrants his or her authority to do so.

Section 14.11 Applicable Law.

This Lease and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Ohio.

Section 14.12 Quiet Enjoyment.

If Tenant pays the Rent as and when due and timely performs all the covenants and agreements herein required to be performed by Tenant, Tenant shall, at all times during the Term, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from Landlord or any persons lawfully claiming under or through Landlord.

Section 14.13 Holding Over.

If Tenant or anyone claiming under Tenant shall be in possession of all or any part of the Premises after the expiration or other termination of this Lease, the tenancy hereunder shall be deemed to be from month-to-month if such holdover is with the express written consent of Landlord, otherwise such holdover shall be deemed to be at sufferance. Such holdover shall be subject to all the terms and conditions of this Lease except as to Term and except that the Base Rent shall be Twenty-Five Dollars ($25.00) per month, payable in advance on the first day of each month.

Section 14.14 Landlord's Consent.

Unless otherwise specifically provided herein to the contrary, whenever the consent, approval or acceptance of Landlord is required, such consent, approval or acceptance shall be deemed given if given by the then Mayor of the City of Avon Lake, Ohio. Whenever Landlord's consent, approval or acceptance is required, unless specifically provided to the contrary herein, such consent, approval or acceptance may be granted or withheld in Landlord's sole discretion. The consent of Landlord shall not eliminate the need for Tenant to obtain from the City of Avon
Lake or its officials, boards or commissions such other consents that may be required by the City’s ordinances, rules or regulations.

**Section 14.15 Trade Name.**

Heritage Avon Lake has registered “Peter Miller House Museum” as a trade name of Heritage Avon Lake. Heritage Avon Lake shall cancel such registration and cooperate with Landlord to register “Peter Miller House Museum” as a trade name of Landlord upon the first of the following to occur: (i) the expiration or other termination of the term of this Lease for any reason or (ii) the assignment by Heritage Avon Lake of its interest as Tenant under the Lease. The obligations of Heritage Avon Lake pursuant to this paragraph shall survive the expiration or termination of the Lease.

**Section 14.16 Termination.**

Unless the context otherwise requires, use of the phrases "termination of this Lease" or "termination of the Term" or similar language shall also refer to the expiration of the Term.

**IN WITNESS WHEREOF,** the parties hereto intending to be legally bound hereby have executed this Lease as of the day and year first above written.

**LANDLORD:**

**CITY OF AVON LAKE, OHIO**

By: ________________________________

Gregory J. Zilka, Mayor

**TENANT:**

**HERITAGE AVON LAKE**

By: ________________________________

President, Gerry Vogel

By signing this Lease on behalf of Tenant, the officers so doing make the covenants and warranties contained in Section 14.10 hereof.
STATE OF OHIO  )
SS:  )
LORAIN COUNTY  )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Gregory J. Zilka, known to me to be the Mayor of the above-named City of Avon Lake, Ohio, a municipal corporation, and acknowledged that he did sign the foregoing instrument on behalf of said municipal corporation, duly authorized, and that the same is his free act and deed as Mayor, and the free act and deed of said municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Avon Lake, Ohio this _____ day of _____________, 2018.

__________________________
Notary Public

STATE OF OHIO  )
SS:  )
LORAIN COUNTY  )

BEFORE ME, a Notary Public in and for said County and State, personally appeared Gerry Vogel, known to me to be the President of the above-named Heritage Avon Lake, an Ohio not-for-profit corporation, and acknowledged that he did sign the foregoing instrument on behalf of said corporation, duly authorized, and that the same is his free act and deed as such officer, and the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Avon Lake, Ohio this _____ day of _____________, 2018.

__________________________
Notary Public

Approved as to Form:

__________________________
Abraham Lieberman, Law Director

July 25, 2018
U:\ALieberman\Peter Miller House\Peter Miller House Lease 2.doc
ORDINANCE NO. ____________

AN ORDINANCE AMENDING SECTION 452.03 OF THE CODIFIED ORDINANCES TO PROHIBIT PARKING ON THE HYDRANT SIDE OF CITY STREETS, AND DECLARING AN EMERGENCY.

WHEREAS, the Safety Committee, Fire Chief, and Police Chief have recommended an amendment to Codified Ordinance Section 452.03 to prohibit parking on the hydrant side of City streets;

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

Section No. 1: That Section 462.03 of the Codified Ordinances is amended by the addition of the following item (r):

(r) On the paved portion of the side of the street on which fire hydrants have been installed.

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 conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions, were in meetings open to the public, in accordance 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 all emergency, police, and City vehicles with a safe and unobstructed driving passage on City streets, thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading: 11/13/18
2nd reading: 11/26/18
3rd reading:

PASSED: _________________________  ____________________________

President of Council

POSTED: _________________________  ____________________________

Approved

ATTEST: _________________________  ____________________________

Clerk of Council  Mayor
ORDINANCE NO. ______________

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CRA TAX INCENTIVE AGREEMENT WITH NHW PROPERTIES, LLC WITHIN THE COMMUNITY REINVESTMENT AREA, AND DECLARING AN EMERGENCY.

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

Section No. 1: That the Mayor of the City of Avon Lake be, and he is hereby authorized and directed to enter into a CRA Tax Incentive Agreement with NHW Properties LLC hereafter (“NHW Properties”) to assist with the construction of a 7,200 square foot building at 531 Miller Road, which is within a designated Community Reinvestment Area. A copy of the CRA Tax Incentive Agreement is attached hereto as “Exhibit A”.

Section No. 2: That the Mayor be, and is hereby authorized to execute such amendments to said Agreement and to take such action and to execute such other documents and amendments thereto as may be necessary and as are approved by the Law Director.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, in order that NHW Properties may begin construction activities as soon as possible to further the economic development of Avon Lake and bring new jobs to the City, thus for the public welfare. Therefore, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

1st reading: 11/26/18
2nd reading: ___________
3rd reading: ___________

PASSED: ____________________ ______________________________
Clerk of Council  Mayor
CITY OF AVON LAKE
COMMUNITY REINVESTMENT AREA
TAX INCENTIVE AGREEMENT

THIS AGREEMENT is made and entered into this ______ day of December, 2018, by and between the City of Avon Lake, Ohio, with its Municipal building located at 150 Avon Belden Road, Avon Lake, Ohio, 44012 (hereinafter referred to as the “City of Avon Lake”) and NHW Properties, LLC (Real Property Owners) with its principal offices located at 266 Belmar Blvd, Avon Lake, Ohio, 44012 (hereinafter referred to as “NHW Properties.”).

WITNESSETH:

WHEREAS, NHW Properties is an Ohio limited liability company and will own the real estate at 531 Miller Rd., and Northern Hammerworks, LLC. is an Ohio limited liability company that will operate at the site; and;

WHEREAS, City of Avon Lake has encouraged the development of real property located in the area designated as Community Reinvestment Area; and,

WHEREAS, NHW Properties desires to build a 7,200 square foot building and a one-acre parking lot in order to move the operations of Northern Hammerworks to 531 Miller Road, where they will retain fifteen (15) full and part time jobs, and add sixteen (16) full time jobs and four (4) part time jobs over the course of ten (10) years; and,

WHEREAS, the Property, with a business mailing address of 531 Miller Road, Avon Lake, Ohio 44012, is owned by NHW Properties.; and,

WHEREAS, the Municipal Council of the City of Avon Lake, Ohio, by resolution No. 132-94 adopted on June 20, 1994, amended and replaced by Resolution No. 82-2014 adopted June 24, 2014, designated the area as a “Community Reinvestment Area” pursuant to Chapter 3735 of the Ohio Revised Code; and

WHEREAS, the City of Avon Lake, having the appropriate authority for the stated type of project, is desirous of providing NHW Properties with tax incentives available for the development of the Project in said Community Reinvestment Area under Chapter 3735 of the Ohio Revised Code; and

WHEREAS, NHW Properties has submitted an Application for Tax Incentive to the City of Avon Lake; and

WHEREAS, NHW Properties has been investigated and recommended to the Council of the City of Avon Lake on the basis that it is qualified by financial responsibility
and business experience to create and preserve employment opportunities in said Community Reinvestment Area and improve the economic climate of the City of Avon Lake; and

WHEREAS, the project site as proposed by NHW Properties is located in the Avon Lake School District whose Board of Education has been notified in accordance with ORC §3735.671 and has been given a copy of this Agreement; and

WHEREAS, pursuant to ORC §3735.67(A) and in conformance with the format required under ORC §3735.671(B), the parties hereto desire to set forth their Agreement with respect to matters hereinafter contained.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. NHW Properties will build a 7,200 square foot building and a one-acre parking lot in order to move the operations of Northern Hammerworks to 531 Miller Road as follows:

   The Project will include the following investments by NHW Properties:

   i. Acquisition of land and buildings $65,000
   ii. Additions/New Construction $250,000
   iii. Improvements to Existing Buildings $ --
   iv. Machinery & Equipment $ --
   v. Furniture & Fixtures $ --
   vi. Inventory $ --

   **Total Project Investment** $315,000

2. The Project shall commence no earlier than Spring, 2019. It is expected that the Project will be concluded by Fall, 2019.

3. The Project will create a total of sixteen (16) new full time jobs and four (4) new part time jobs over the course of ten (10) years.

4. Northern Hammerworks currently has a payroll of Four Hundred Thousand Dollars ($400,000).

5. The City of Avon Lake hereby grants NHW Properties a limited exemption from taxation. The limited exemption shall apply to the improvements made to the real property located at 531 Miller Road, Avon Lake, Ohio 44012 and included in the Project site pursuant to ORC §3735.67 and shall be noted as follows:
6. The exemption shall commence the first year for which the improvements to the Property would first be taxable were the Property not exempted from taxation. The exemption shall continue for a period of 10 years after the improvements to the Property would first be taxable were the Property not exempted from taxation. No exemption from taxation shall commence before January 1, 2019, nor after December 31, 2021.

7. NHW Properties shall pay such real and tangible personal property taxes as are not exempted under this Agreement and are charged against such property and shall file all tax reports and returns as required by law. If NHW Properties fails to pay such taxes or file such returns and reports, exemptions from taxation granted under this Agreement shall be rescinded beginning with the year for which such taxes are charged or such reports are required to be filed and thereafter.

8. NHW Properties or another organization representing Northern Hammerworks in Avon Lake shall maintain a membership in the North Coast Regional Chamber of Commerce.

9. NHW Properties hereby certifies that at the time this Agreement is executed, NHW Properties does not owe any delinquent real or tangible personal property taxes for which NHW Properties is liable under Chapters 5733, 5735, 5741, 5743, 5747 and 5753 of the Ohio Revised Code. For the purpose of this certification, delinquent taxes are taxes that remain unpaid on the last day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.

10. The City of Avon Lake shall perform such acts as are reasonably necessary or appropriate to affect, claim, reserve and maintain exemptions from taxation granted under this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.

11. If for any reason the City of Avon Lake revokes the designation of the area, entitlements granted under this Agreement shall continue for the number of years specified under this Agreement, unless NHW Properties materially fails to fulfill its obligations under this Agreement or the City of
Avon Lake terminates or modifies the exemptions from taxation pursuant to the Agreement.

12. The City of Avon Lake may terminate or modify the exemptions from taxation pursuant to this Agreement and may require the repayment of the amount of taxes that would have been payable had the property not been exempted from taxation under this Agreement if NHW Properties materially fails to fulfill its obligations under this Agreement (hereinafter “material failure”). A material failure includes, but is not limited to:

a. NHW Properties’ obligation to complete the Project as described herein as well as the obligation to retain existing jobs and create new jobs.

b. NHW Properties’ obligation, if any, to make any payment or transfer of other consideration to the Avon Lake School District in lieu of taxes being exempted under this Agreement; and

c. NHW Properties’ certification as to the delinquent taxes required by this Agreement is determined to be false or fraudulent.

13. NHW Properties shall provide to the Avon Lake Housing Council Review Board, or other property Tax Incentive Review Council, any information reasonably required by the Council to evaluate NHW Properties’ compliance with the Agreement, including returns filed pursuant to ORC §5711.02 if requested by Council.

14. Exemptions from taxation granted under this Agreement shall be revoked if it is determined that NHW Properties, or any successor that obtains an interest in the Property and encompassed within the Project, or any related member (as those terms are defined in Division (3) of ORC §3735.671) has violated the prohibition against entering into this Agreement under Division (E) of ORC §3735.671 or ORC §§5709.62, or 5709.63, or 5709.632 prior to the time prescribed by that division or either of those sections.

15. NHW Properties shall pay the initial application fee of Seven-hundred and Fifty Dollars ($750.00) to the Ohio Department of Development. Pursuant to ORC §3735.671(D).

16. NHW Properties shall pay an annual fee of $750.00. The fee shall be made payable to the City of Avon Lake once per year for each year the agreement is effective on the days and in the following forum: certified check. The fee is to be paid to Director of Finance, City of Avon Lake and made out to the City of Avon Lake. This fee shall be deposited in a
special fund created for such purpose and shall be used exclusively for
the purpose of complying with Section 3735.671 (D) of the revised code
and by the Tax Incentive Review Council created under Section
3735.671 (D) of the revised code exclusively for the purposes of
performing the duties prescribed under that Section.

17. **NHW Properties must file the appropriate tax forms, including but
not limited to Form (DTE 24) with the County Auditor, and any other
appropriate entities, to affect and maintain the exemptions covered
in the Agreement.**

18. The City of Avon Lake has developed a policy to ensure recipients of
Community Reinvestment Area tax abatement maintain and apply non-
discriminatory practices in all hiring and operations associated with the
Project. By execution of this Agreement, NHW Properties hereby
commits to non-discriminating hiring practices acknowledging that no
individuals shall be denied employment solely on the basis of race,
religion, disability, color, national origin, familial status or ancestry.

19. NHW Properties acknowledges that, as a condition precedent, this
Agreement must be approved by formal action of the Municipal Council of
the City of Avon Lake. As an additional condition for the Agreement to
take effect, the Agreement must also be reviewed and approved by the
Ohio Department of Development and the Lorain County Auditor.

20. This Agreement is **not** transferable or assignable without the express
written approval of the City of Avon Lake. Any notices, statements,
acknowledgment, consent approvals, certificates or requests required to
be given on behalf of either party shall be in writing as follows:

<table>
<thead>
<tr>
<th>If to the City of Avon Lake, Ohio:</th>
<th>If to NHW Properties:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Avon Lake</td>
<td>NHW Properties</td>
</tr>
<tr>
<td>150 Avon Belden Road</td>
<td>531 Miller Road</td>
</tr>
<tr>
<td>Avon Lake, Ohio 44012</td>
<td>Avon Lake, Ohio 44012</td>
</tr>
<tr>
<td>ATTN: Mayor’s Office</td>
<td>Attn: Nick Yarham</td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the date and year set forth above:

Witnessed by:  

The City of Avon Lake  

By: _____________________________  
Greg Zilka, Mayor  

Witnessed by:  

NHW Properties  

By: _____________________________  
Its: _____________________________
 ORDINANCE NO. ______

AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 292 CABLE TELEVISION ADVISORY COMMISSION.

WHEREAS, the Natural Resources, Environmental & Public Media Committee and the Digital Media Commission recommended amending Codified Ordinance Chapter 292, 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 292 is hereby amended as follows:

CHAPTER 292
Cable Television Advisory Digital Media Commission

292.01 ESTABLISHMENT; MEMBERSHIP; TERMS OF OFFICE.

(a) There is hereby established in and for the City a citizens’ advisory commission entitled the Avon Lake Digital Media Commission. The Digital Media Commission shall consist of three members appointed by the Mayor and confirmed by Council, two members appointed by the Council, and the one member of the Natural Resources, Environmental, and Public Media Committee, who shall serve as an ex officio member. A representative from the Avon Lake School System or Board of Education may serve as an ex officio member of the Digital Media Commission without vote. All members shall serve without remuneration. Appointments to the Digital Media Commission shall be made without regard to race, creed, color, sex, national origin, religion or handicap, and appointees may not be employed by, or have any financial interest in, the broadcasting, cable communications or telephone business. Nonresidents of the City who possess sufficient qualifications to perform the duties imposed herein may be considered for appointment to the Digital Media Commission. Appointments to the Digital Media Commission shall, as far as is practicable, include individuals having expertise or experience in such areas as:

1. Law focusing on FCC regulations, copyright, and Internet regulations;
2. Science and Technology relating to cable media communications;
3. The arts Marketing and Social Media;
4. Education and Non-Profit;
5. Consumer affairs relating to cable access and Internet communications; and
(6) Economics relating to cable communications Historic understanding of Avon Lake and ALC-TV.

(b) Appointed members shall serve for three-year terms.

(c) The Cable Television Advisory Digital Media Commission shall designate a chairperson by a majority vote of its members to serve until the remainder of his or her term.

292.03 POWERS AND DUTIES.

The Cable Television Advisory Digital Media Commission shall have the following duties and responsibilities:

(a) To advise Council regarding general policy relating to the operation and uses of access channels with a view toward maximizing the diversity of programs and services to subscribers and users;

(b) To recommend to Council when activation of additional access channels is necessary if the grantee elects, under the terms of Section 10(a)(3) of Ordinance 62-94 the current regulations and/or laws of franchise agreements to initially combine access programming on one access channel;

(c) To encourage the use of access channels among the widest range of institutions, groups and individuals within the City;

(d) To encourage cooperation with universities, 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;

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

(f) To recommend expenditures within the limits of the Cable Television Improvement Fund To review budgets and recommend expenditures as appropriate; and

(g) 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 grantee for the development of new services, and a summary report of Digital Media Commission deliberations throughout the year in connection with its assigned functions.

292.04 RULES AND REGULATIONS.

The Cable Television Advisory Digital Media 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 grantee and to the educational and governmental communities on the coordination of the education and governmental access channels. All such actions shall be advisory only.

292.05 MEETINGS.
The Cable Television Advisory Digital Media Commission shall meet no less than six times every year. All meetings of the Digital Media 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.

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 shall be in full force and effect from and after the earliest period allowed by law.

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

PASSED: _________________________ ____________________________

President of Council

POSTED: _________________________ ____________________________

Approved

ATTEST: _________________________ ____________________________

Clerk of Council Mayor
AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 208.01 (14), POOL FEES.

WHEREAS, the Parks & Recreation Commission and the Public Service Committee have recommended amending Codified Ordinance Section 208.01 (14), Pool Fees, 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 208.01 (14) is hereby amended as follows.

<table>
<thead>
<tr>
<th>Early Bird Rate: Purchased by 5/15</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of People</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$60.00</td>
</tr>
<tr>
<td>2</td>
<td>$102.00</td>
</tr>
<tr>
<td>3</td>
<td>$138.00</td>
</tr>
<tr>
<td>4</td>
<td>$168.00</td>
</tr>
<tr>
<td>5</td>
<td>$192.00</td>
</tr>
<tr>
<td>6</td>
<td>$210.00</td>
</tr>
<tr>
<td>More</td>
<td>Cap at $210.00</td>
</tr>
<tr>
<td>Senior</td>
<td>$15.00</td>
</tr>
<tr>
<td>Nanny</td>
<td>$65.00</td>
</tr>
<tr>
<td>Swim Team</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Regular Rate: Purchased after 5/15</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of People</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>$70.00</td>
</tr>
<tr>
<td>2</td>
<td>$119.00</td>
</tr>
<tr>
<td>3</td>
<td>$161.00</td>
</tr>
<tr>
<td>4</td>
<td>$196.00</td>
</tr>
<tr>
<td>5</td>
<td>$224.00</td>
</tr>
<tr>
<td>6</td>
<td>$245.00</td>
</tr>
<tr>
<td>More</td>
<td>Cap at $245.00</td>
</tr>
<tr>
<td>Senior</td>
<td>$25.00</td>
</tr>
<tr>
<td>Services</td>
<td>Resident</td>
</tr>
<tr>
<td>-------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Nanny</td>
<td>$75.00</td>
</tr>
<tr>
<td>Swim Team</td>
<td>$35.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2017 Daily Admission Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td>Adult</td>
</tr>
<tr>
<td>Senior</td>
</tr>
<tr>
<td>Student (6-18)/Child/Student (3-18)</td>
</tr>
<tr>
<td>Child (3-5)</td>
</tr>
<tr>
<td>Infant</td>
</tr>
<tr>
<td>Military Active Duty, retired Armed Forces personnel, Purple Heart recipients, and immediate families</td>
</tr>
</tbody>
</table>

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 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: ____________________________  Mayor

Clerk of Council
ORDINANCE NO. ________

AN ORDINANCE AWARDING A CONTRACT FOR CLEANING SERVICES AT CITY BUILDINGS, AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with the direction of Council, the Public Works Director has caused notice to be given as provided by law, inviting bids for commercial cleaning services, with four bids having been received, opened and tabulated as provided by law, and

WHEREAS, Council coming now to consider said bids has determined that the bid submitted by Clean Team of Parma, Ohio, is acceptable to this Council, now therefore;

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

Section No. 1: That there is hereby awarded to Clean Team of Parma, Ohio, a one (1) year contract effective January 1, 2019 through December 31, 2019, to provide commercial cleaning services at City buildings. The total amount of said contract is in the sum of $26,388.00.

Section No. 2: That upon receipt of a monthly invoice for said cleaning services to the full satisfaction of the Public Works Director, the Finance Director is hereby authorized to issue the warrant of the City in the amount of $2,199.00 per month and to cause said warrant to be paid.

Section No. 3: That the Mayor shall be and he is hereby authorized and directed to sign and execute the contract hereby awarded.

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 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. 5: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of awarding a contract for commercial cleaning services for City
buildings before the current contract expires to provide clean working conditions for City employees that they may efficiently perform their duties in a safe, clean environment, thus for the public health, safety, and welfare. Therefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

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

PASSED: _________________________ ____________________________
President of Council

POSTED: _________________________ ____________________________
Approved

ATTEST: _________________________ ____________________________
Clerk of Council  Mayor
RESOLUTION NO. ________

A RESOLUTION APPROVING THE USE OF SUBMERGED LANDS, AND DECLARING AN EMERGENCY.

WHEREAS, a resident at 32118 Lake Road, in the City of Avon Lake has requested permission for a proposed shoreline structure to construct an armor stone revetment and other shoreline improvements at Avon Lake, Lorain County, Ohio, and

WHEREAS, as part of the application to lease submerged land, the parties involved must submit to the Ohio Department of Natural Resources, a resolution from the Avon Lake City Council approving the proposed use of the submerged lands, now therefore;

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

Section No. 1: That the City of Avon Lake finds and determines that the submerged lands to be occupied by the project at 32118 Lake Road are not necessary or required for the construction, maintenance, or operation by the municipal corporation of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities and improvements and marginal highways in the aid of navigation and water commerce and that the land uses specified in the application comply with regulation of permissible land use under a waterfront plan of the local authority.

Section No. 2: That the property owner shall take the necessary precautions to avoid damage to the municipal infrastructure and shall be responsible for reimbursement to the City of any cost necessary to repair damage caused by the construction described in Section No. 1 herein.

Section No. 3: That prior to constructing the project described in Section No. 1 herein, the property owner shall contact the Public Works Department in order that said Public Works Department may inspect the property and municipal infrastructure in the area, by videotape or such other means, to assess the area prior to the project for the purpose of determining if any damage is incurred as a result of the construction of the project referred to herein.

Section No. 4: That the Clerk of Council is hereby authorized and directed to forward a certified copy of this
Resolution to the Ohio Department of Natural Resources, Office of Real Estate and Land Management.

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 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. 6: That this Resolution is hereby declared to be an emergency measure in order for the property owner to begin the approval process and to immediately secure materials to begin the erosion control project to protect the Lake Erie shoreline, thus for the public health, safety, and welfare. Therefore, this Resolution 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
RESOLUTION NO. ______

A RESOLUTION APPROVING THE USE OF SUBMERGED LANDS, AND DECLARING AN EMERGENCY.

WHEREAS, a resident at 33160 Lake Road, in the City of Avon Lake has requested permission for a proposed shoreline structure to construct an armor stone revetment, pier, and other shoreline improvements at Avon Lake, Lorain County, Ohio, and

WHEREAS, as part of the application to lease submerged land, the parties involved must submit to the Ohio Department of Natural Resources, a resolution from the Avon Lake City Council approving the proposed use of the submerged lands, now therefore;

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

Section No. 1: That the City of Avon Lake finds and determines that the submerged lands to be occupied by the project at 33160 Lake Road are not necessary or required for the construction, maintenance, or operation by the municipal corporation of breakwaters, piers, docks, wharves, bulkheads, connecting ways, water terminal facilities and improvements and marginal highways in the aid of navigation and water commerce and that the land uses specified in the application comply with regulation of permissible land use under a waterfront plan of the local authority.

Section No. 2: That the property owner shall take the necessary precautions to avoid damage to the municipal infrastructure and shall be responsible for reimbursement to the City of any cost necessary to repair damage caused by the construction described in Section No. 1 herein.

Section No. 3: That prior to constructing the project described in Section No. 1 herein, the property owner shall contact the Public Works Department in order that said Public Works Department may inspect the property and municipal infrastructure in the area, by videotape or such other means, to assess the area prior to the project for the purpose of determining if any damage is incurred as a result of the construction of the project referred to herein.

Section No. 4: That the Clerk of Council is hereby authorized and directed to forward a certified copy of this
Resolution to the Ohio Department of Natural Resources, Office of Real Estate and Land Management.

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 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. 6: That this Resolution is hereby declared to be an emergency measure in order for the property owner to begin the approval process and to immediately secure materials to begin the erosion control project to protect the Lake Erie shoreline, thus for the public health, safety, and welfare. Therefore, this Resolution shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1<sup>st</sup> reading:
2<sup>nd</sup> reading:
3<sup>rd</sup> reading:

PASSED: _________________________ ____________________________
President of Council

POSTED: _________________________ ____________________________
Approved

ATTEST: _________________________ ____________________________
Clerk of Council Mayor
BY: Mr. Kos

ORINDANCE NO. ____________

AN ORDINANCE EXTENDING A MORATORIUM ON THE GRANTING OF BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE OR CHANGE OF USE FOR THE CULTIVATION, PROCESSING, OR RETAIL SALE OF MEDICAL MARIJUANA UNTIL JUNE 30, 2019, IN ORDER TO ALLOW COUNCIL AND THE PLANNING COMMISSION TO REVIEW APPLICABLE OHIO STATUTES, CRIMINAL CODES AND THE PLANNING AND ZONING CODE RELATIVE TO SUCH USE, AND DECLARING AN EMERGENCY.

WHEREAS, on June 8, 2016, the Ohio General Assembly adopted and the Governor signed into law 131 Sub. H.B. 523, which becomes effective September 8, 2016, and

WHEREAS, 131 Sub. H.B. 523, among other things, permits patients in Ohio to use medical marijuana on the recommendation of physicians; creates state regulatory oversight of the cultivation, processing, retail sale, use and physician recommendation of medical marijuana; and prohibits a cultivator, processor, retail dispensary or laboratory from being located or relocating within 500 feet of a school, church, public library, public playground or public park, and

WHEREAS, Revised Code Section 3796.29, enacted by 131 Sub. H.B. 523, allows municipalities to prohibit, or limit the number of, cultivators, processors, or retail dispensaries of medical marijuana within their corporate limits, and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality including restricting areas used for businesses and trades, and

WHEREAS, Council and the Planning Commission require additional time to undertake a review of all applicable codes statewide and within the City in order to formulate a local response to 131 Sub. H.B. 523 and wishes to extend the moratorium which expires on December 31, 2017, now therefore;

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

Section No. 1: That Council hereby extends a moratorium on the granting of zoning permits, building permits, or certificates of occupancy for any building, structure, use or change of use for the cultivation, processing, or retail sale of medical marijuana until June 30, 2019, in
order to allow Council and the Planning Commission to review applicable Ohio statutes, criminal codes and the Planning and Zoning Code relative to such use.

Section No. 2: That during the period of the moratorium, no zoning permit, building permit, certificate of occupancy or any other permit shall be granted to a business for opening, using any land or devoting any floor area of the business for the purposes of the cultivation, processing, or retail sale of medical marijuana. During the period of the moratorium, no existing business in the City may establish cultivation, processing, or retail sale of medical marijuana.

Section No. 3: That the moratorium shall be in effect until June 30, 2019 or until changes are enacted to amend the Codified Ordinances of the City of Avon Lake to address these issues or until Council approves legislation explicitly revoking this moratorium, whichever occurs first.

Section No. 4: That for the purpose of this Ordinance, "medical marijuana" shall have the same meaning as that term is defined in Section 3796.01(A)(2) of the Ohio Revised Code, effective September 8, 2016.

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 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. 6: That this Ordinance is hereby declared to be an emergency measure, the emergency being the need to extend the moratorium at the earliest possible date to allow Council and Planning Commission additional time to review all applicable codes to formulate local ordinance, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall go into immediate force and effect from and after its passage and approval by the Mayor.

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

PASSED: _________________________  ____________________________

President of Council

POSTED: _________________________  ____________________________

Approved

ATTEST: _________________________  ____________________________

Clerk of Council    Mayor
# AN ORDINANCE TO AMEND APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES
# OF THE CITY OF AVON LAKE FOR THE FISCAL YEAR 2018, AND DECLARING AN EMERGENCY.

WHEREAS it has been determined by the Director of Finance that certain adjustments to the permanent appropriations are needed;

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON LAKE
STATE OF OHIO

Section 1: That to provide for the current expenses and other expenditures of the City of Avon Lake during the fiscal year ending December 31, 2018, the following sums be and they are hereby set aside and appropriated from the funds herein specified as follows, to wit:

Section 2: That there be appropriated transferred and advanced from the following funds and as further detailed in the Schedules attached hereto as Exhibit "A" and incorporated herein:

<table>
<thead>
<tr>
<th>Fund #</th>
<th>Fund Activity</th>
<th>Personal Service</th>
<th>Other</th>
<th>Capital Improvement</th>
<th>Transfers/Advances</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>General Fund - 100</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Beginning General Fund Appropriations</strong></td>
<td>$10,867,226.00</td>
<td>$2,779,440.00</td>
<td>$626,850.00</td>
<td>$14,273,516.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>100 Total General Fund Adjustments</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Ending General Fund Appropriations</strong></td>
<td>$14,273,516.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Special Revenue Fund Group - 200</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>202</td>
<td>SCM&amp;R Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>203</td>
<td>State Highway Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>204</td>
<td>Income Tax Transfer</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>205</td>
<td>Improvement Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>206</td>
<td>Paramedic Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>207</td>
<td>Income Tax Capital improvement</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>208</td>
<td>Office On Aging</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>209</td>
<td>Dial-A-Bus Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>210</td>
<td>Cable TV Improvement</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>212</td>
<td>Law Enforcement Trust Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>213</td>
<td>Law Enforcement Education</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>214</td>
<td>Indigent Drivers Alcohol Treatment</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>215</td>
<td>Municipal Court Computer Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>216</td>
<td>COPS Fast Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>225</td>
<td>AL/Bay Park Improvement Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>226</td>
<td>Fire apparatus Acquisition Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>227</td>
<td>Safety Services Communications Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>230</td>
<td>Board of Building Standards Assmnt</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>231</td>
<td>Employee Sick time Buy Back Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>232</td>
<td>Street Tree Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>235</td>
<td>Continuing Professionals Training</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>236</td>
<td>ALMC-Court Security Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>237</td>
<td>ALMC-Interlock Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>240</td>
<td>Recreation Fund</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>200 Total Special Revenue Funds</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Debt Service Fund Group - 300</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>301</td>
<td>General Bond Retirement</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>302</td>
<td>GO Bond Retirement (Voted)</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>501</td>
<td>Special Assessment Bond Retirement</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>520</td>
<td>SA Walker Rd/Lear East</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>521</td>
<td>SA Lear Rd/Walker South</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>522</td>
<td>SA Titus Pitts-Hill Ditch</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>525</td>
<td>Sidewalk Street Lighting</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>527</td>
<td>Cove Avenue Improvements</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td><strong>Total Debt Service Funds</strong></td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Fund #</td>
<td>Fund Activity</td>
<td>Personal Service</td>
<td>Other</td>
<td>Capital Improvement</td>
<td>Transfers/Advances</td>
<td>Total</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------------------------------------------------</td>
<td>------------------</td>
<td>-------</td>
<td>--------------------</td>
<td>--------------------</td>
<td>---------</td>
</tr>
<tr>
<td>400</td>
<td>400 OCP Rt 83/Webber Rd</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>401 Lear/Krebs Intersection</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>410 Sewer Separation Projects</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>417 OCP Police/Court Facility</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>421 OCP 45's Sewer Separation Project</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>424 OCP Canterbury Road Imp</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>426 OCP Troy School Driveway</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>440 Walkeer/Lear Roads Intersection</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>442 Curtis Road Sewer Improvements</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>443 North Point Erosion Control</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>445 Pool Reconstruction Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td><strong>Total Enterprise Fund Group</strong></td>
<td><strong>$</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund #</th>
<th>Fund Activity</th>
<th>Personal Service</th>
<th>Other</th>
<th>Capital Improvement</th>
<th>Transfers/Advances</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>701</td>
<td>Water Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>703 Water MOR SUB Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>704 Waterworks Construction Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>706 Water Debt Service</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>721 Sewer Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>724 Sewer System Construction Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>725 Trunk Sanitary Sewer Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>727 Sewer Debt Service</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>729 LORCO Force Main &amp; Pump</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>739 LORCO Collection System Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>749 LORCO Custodial Account Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>762 Trunk Water Avon Improvement</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>765 Later Loan Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td><strong>Total Enterprise Fund Group</strong></td>
<td><strong>$</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund #</th>
<th>Fund Activity</th>
<th>Personal Service</th>
<th>Other</th>
<th>Capital Improvement</th>
<th>Transfers/Advances</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
<td>400 OCP Rt 83/Webber Rd</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>401 Lear/Krebs Intersection</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>410 Sewer Separation Projects</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>417 OCP Police/Court Facility</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>421 OCP 45's Sewer Separation Project</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>424 OCP Canterbury Road Imp</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>426 OCP Troy School Driveway</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>440 Walkeer/Lear Roads Intersection</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>442 Curtis Road Sewer Improvements</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>443 North Point Erosion Control</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>445 Pool Reconstruction Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td><strong>Total Enterprise Fund Group</strong></td>
<td><strong>$</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund #</th>
<th>Fund Activity</th>
<th>Personal Service</th>
<th>Other</th>
<th>Capital Improvement</th>
<th>Transfers/Advances</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>601</td>
<td>Police Pension Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>602 Fire Pension fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>603 Recreation Trust Fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>611 Deposit Trust</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td><strong>Total Internal Service Fund Group</strong></td>
<td><strong>$</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>150,000</strong></td>
<td><strong>150,000</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund #</th>
<th>Fund Activity</th>
<th>Personal Service</th>
<th>Other</th>
<th>Capital Improvement</th>
<th>Transfers/Advances</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>801</td>
<td>Transfer fund</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td><strong>Total Deposit Fund Group</strong></td>
<td><strong>$</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
<td><strong>-</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund #</th>
<th>Fund Activity</th>
<th>Personal Service</th>
<th>Other</th>
<th>Capital Improvement</th>
<th>Transfers/Advances</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Grand Total All Funds</strong></td>
<td><strong>$</strong></td>
<td><strong>-</strong></td>
<td><strong>150,000</strong></td>
<td><strong>-</strong></td>
<td><strong>150,000.00</strong></td>
</tr>
</tbody>
</table>

Section 3: That the City Director of Finance be and is hereby authorized and directed to draw warrants against the appropriations set forth upon presentation of proper vouchers.

Section 4: That all expenditures within the fiscal year ending December 31, 2018 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided (*"Appropriations" as used means the total amount appropriated for an individual fund*).

Section 5: 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 that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 6: This Ordinance is hereby declared to be an emergency measure, the emergency being the necessity for the current operations of 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: ___________________________  MAYOR

______________________________  CLERK OF COUNCIL
## EXHIBIT "A"
### SCHEDULE OF BUDGETS BY DEPARTMENT FOR GENERAL FUND

<table>
<thead>
<tr>
<th>Department</th>
<th>Personal Service</th>
<th>Other</th>
<th>Equipment Replacement</th>
<th>Transfers</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Police</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Fire</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Public Health</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Recreation</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Building Inspection</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>EAAB</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Planning Commission</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Historic Preservation</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Public Works</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Mayor</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Human Resources</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Economic Development</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>IT</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Finance</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Law</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Council</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Court</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>Civil Service</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td>General Government</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>-</td>
<td>$</td>
</tr>
<tr>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>$</strong></td>
<td><strong>-</strong></td>
<td><strong>$</strong></td>
<td><strong>-</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>
AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE
58 WEST SHORE ROAD IN THE CITY OF AVON LAKE, AND
DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake submitted a bid in the
Lorain County Sheriff’s Auction to purchase 58 West Shore Road,
Lorain County Permanent Parcel No. 04-00-006-101-069, and

WHEREAS, the City of Avon Lake was the high bidder; now
therefore,

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

Section No. 1: That the City is hereby authorized to
purchase 58 West Shore Road, Lorain County Permanent Parcel No.
04-00-006-101-069, for the purchase price of One Hundred Forty-
two Thousand Dollars ($142,000.00) plus filing fees.

Section No. 2: That the Mayor and Finance Director are
authorized and directed to execute all instruments and take such
actions as may be required to complete such purchase.

Section No. 3: That all actions taken by the Mayor and his
Administration to effectuate the property on behalf of the City
are duly ratified and confirmed.

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 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. 5: That this Ordinance is hereby declared to
be an emergency measure, the emergency being the immediate need
to acquire real property to develop and further the economic
stability of the City of Avon Lake, thus for the public health,
safety, and welfare. Therefore, this Ordinance shall be in full
force and effect immediately upon its passage and approval by the Mayor.

PASSED: _______________________ ___________________________  President of Council

POSTED: _______________________ ___________________________  Approved

ATTEST: _______________________ ___________________________  Clerk of Council  Mayor