



## **CITY OF AVON LAKE**

150 Avon Belden Road  
Avon Lake, Ohio 44012

The following business is to be considered at the rescheduled meeting of the Avon Lake City Council on May 28, 2024, at 7 p.m. in the Council Chamber.

### **Pledge of Allegiance**

**Roll Call:** Mr. Arnold, Mrs. Fenderbosch, Ms. Gentry, Mr. Kos, Mr. O'Donnell, Mr. Shahmir, Mr. Zuber, Mayor Spaetzel, Law Director Ebert, Finance Director Widman, Public Works Director Liskovec.

**Approval of Minutes:** April 15, 2024, rescheduled Council Meeting and April 22, 2024, regular Council Meeting.

### **Correspondence**

### **Reports**

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

### **Audience Participation**

### **Motions**

Accepting the resignation of Michael Thain from the Tree Commission, effective May 23, 2024. *Sponsor: J. Fenderbosch.*

Accepting the resignation of Police Dispatcher/Records Clerk Patty Schroer due to her retirement, effective May 19, 2024. *Sponsor: K. Zuber.*

## **VOTING ORDER**

R. Shahmir  
K. Zuber  
Z. Arnold  
J. Fenderbosch  
A. Gentry  
D. Kos  
M. O'Donnell

Authorizing the Mayor, or his designee, to apply for funding through the COPS Hiring Program. *Sponsor: D. Kos*

Establishing the Short-Term Rental Ad Hoc Committee with members David Kos, Amy Gentry, and Zach Arnold. *Sponsor: Z. Arnold.*

## Legislation

### Third Reading:

**Ordinance No. 24-57**, AN ORDINANCE TO DESIGNATE A PORTION OF LAKE ROAD AS A BUSINESS DISTRICT PURSUANT TO CODIFIED ORDINANCE SECTION 402.07 AND TO MODIFY THE SPEED LIMIT ON LAKE ROAD PURSUANT TO CODIFIED ORDINANCE SECTION 434.03 TO BE TWENTY-FIVE MILES PER HOUR (25 mph) ONLY WITHIN THE BUSINESS DISTRICT AND DECLARING AN EMERGENCY. *Sponsor: D. Kos.*

### Second Readings:

**Resolution No. 24-61**, A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN CIRCON ENVIRONMENTAL (CIRCON), LEGACY POINTE CONDOMINIUM ASSOCIATION NOS. 1 THROUGH 6, AND WATERSIDE CROSSINGS SOUTH NO. 3 CONDOMINIUM ASSOCIATION, INC., (ASSOCIATIONS) FOR THE INSTALLATION, MAINTENANCE, REPAIRS, AND REPLACEMENT OF PATH MASTER EQUIPMENT, AND DECLARING OF AN EMERGENCY. → *Sponsor: D. Kos.*

**Ordinance No. 24-62**, AN ORDINANCE AUTHORIZING THE PURCHASE OF THE APPLIED INFORMATION PRIORITY/PREEMPT SYSTEM AND CONNECTIVITY PLAN WITH PATH MASTER, INC., AND DECLARING AN EMERGENCY. → *Sponsor: D. Kos.*

### First Readings:

**Ordinance No. 24-66**, AN ORDINANCE CONFIRMING THE APPOINTMENT OF BRENDA GIRGASH AS FULL-TIME POLICE DISPATCHER/RECORDS CLERK IN THE POLICE DEPARTMENT AND DECLARING AN EMERGENCY. → *Sponsor: K. Zuber.*

**Ordinance No. 24-67**, AN ORDINANCE TO PROHIBIT THE ESTABLISHMENT OF ADULT-USE CANNABIS OPERATORS AND THE CULTIVATION, PROCESSING, AND RETAIL DISPENSING OF MARIJUANA WITHIN THE CITY OF AVON LAKE AND DECLARING AN EMERGENCY. → *Sponsor: K. Zuber.*

**Ordinance No. 24-68**, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CLINICAL AFFILIATION AGREEMENT WITH LORAIN COUNTY COMMUNITY COLLEGE AND DECLARING AN EMERGENCY. *Sponsor: D. Kos.*

**Ordinance No. 24-69**, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH THE MANNIK & SMITH GROUP, INC., FOR THE LOR-US6-15.87 PEDESTRIAN IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY.  
→ *Sponsor: J. Fenderbosch.*

**Ordinance No. 24-70**, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WESTVIEW CONCRETE CORP. FOR THE FURNISHING OF READY-MIX CONCRETE AND DECLARING AN EMERGENCY. → *Sponsor: J. Fenderbosch.*

**Ordinance No. 24-71**, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KOKOSING MATERIALS, INC., FOR STREET RESURFACING MATERIALS AND SERVICES AND DECLARING AN EMERGENCY. → *Sponsor: J. Fenderbosch.*

**Ordinance No. 24-72**, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HOLCIM QUARRIES NY, INC., FOR STREET RESURFACING MATERIALS AND SERVICES AND DECLARING AN EMERGENCY. → *Sponsor: J. Fenderbosch.*

**Ordinance No. 24-73**, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AREA AGGREGATES, LLC, FOR STREET RESURFACING MATERIALS AND SERVICES AND DECLARING AN EMERGENCY. → *Sponsor: J. Fenderbosch.*

**Ordinance No. 24-74**, AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 668.02, NOXIOUS WEEDS AND UNDESIRABLE VEGETATION. *Sponsor: J. Fenderbosch.*

**Ordinance No. 24-75**, AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO SCAG ZERO-TURN MOWERS FOR THE PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY. → *Sponsor: J. Fenderbosch.*

**Ordinance No. 24-76**, AN ORDINANCE AUTHORIZING A DONATION TO COMMUNITY RESOURCE SERVICES AND DECLARING AN EMERGENCY. *Sponsor: M. O'Donnell.*

### Public Input

### Miscellaneous Business and Announcements

### Adjournment

AN ORDINANCE TO DESIGNATE A PORTION OF LAKE ROAD AS A BUSINESS DISTRICT PURSUANT TO CODIFIED ORDINANCE SECTION 402.07 AND TO MODIFY THE SPEED LIMIT ON LAKE ROAD PURSUANT TO CODIFIED ORDINANCE SECTION 434.03 TO BE TWENTY-FIVE MILES PER HOUR (25 MPH) ONLY WITHIN THE BUSINESS DISTRICT AND DECLARING AN EMERGENCY.

WHEREAS, Section 434.03(a) of the Codified Ordinances of the City of Avon Lake (“C.O.”) provides that it is unlawful to operate a motor vehicle at a speed greater or less than is reasonable or proper, having due regard for the traffic, surface, and width of the street or highway and any other conditions; and

WHEREAS, C.O. Section 434.03(b)(1)(G)(2) provides that it is prima facie lawful for the operator of a motor vehicle to operate said vehicle at a speed not exceeding twenty-five miles per hour (25 mph) in all portions of the Municipality other than within a school zone, an alley, or on state routes or through highways outside of business districts; and

WHEREAS, C.O. Section 402.07 defines a “business district” as “territory fronting upon a street or highway, including the street or highway, between successive intersections within the Municipality, where 50% or more of the frontage between successive intersections is occupied by buildings in use for business, or within or outside the Municipality where 50% or more of the frontage for a distance of 300 feet or more is occupied by buildings in use for business, and the character of the territory is indicated by official traffic-control devices.”

WHEREAS, a 1,512-foot section of Lake Road between 33368 Lake Road and 33525 Lake Road entirely within the municipal boundaries of the City and has at least 50% of the frontage between successive intersections occupied by buildings in use for business; and

WHEREAS, in accordance with its powers of self-governance as set forth in Chapter I, Section 2 of the Charter of the City of Avon Lake, and Article XVIII, Sections 3 and 7 of the Ohio Constitution, the City has the authority to designate the section of Lake Road starting at a point 417 feet east of Moore Road and ending at a point 1,095 feet west of Moore Road, for a total of 1,512 feet (0.29 miles), and as depicted on the map attached as Exhibit A, as a business district and adopt and enforce local Police and similar regulations affecting the health, safety, and welfare of its residents, including regulating the speed limit within the business districts of the City; and

WHEREAS, the City has determined that the maximum speed limit on portions of Lake Road outside of the business district should be raised to thirty-five miles per hour (35 mph).

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

Section No. 1: That Council hereby designates the section of Lake Road starting at a point of 417 feet east of Moore Road and ending at a point 1,095 feet west of Moore Road, for a total of 1,512 feet (0.29 miles), as depicted on the map attached as Exhibit A, as a business district.

Section No. 2: That Council hereby directs that the maximum speed limit on Lake Road within the business district be and is hereby twenty-five miles per hour (25 mph).

Section No. 3: That Council hereby directs that the maximum speed limit on Lake Road, other than within the business district lying, be, and is hereby thirty-five miles per hour (35 mph).

Section No. 4: That Council hereby directs that the twenty-five miles per hour (25 mph) speed limit within the business district of Lake Road be indicated by official traffic-control devices.

Section No. 5: That Council hereby directs that the thirty-five miles per hour (35 mph) speed limit on Lake Road outside of the business district be indicated by official traffic-control devices.

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

Section No. 7: That this Ordinance is hereby declared to be an emergency measure, the emergency being the immediate preservation of the public health, safety, morals, convenience, and the general welfare of the community. Therefore, this Ordinance shall be in full force and effect from and immediately after passage and approval by the Mayor.

1<sup>st</sup> reading: 4/22/2024  
2<sup>nd</sup> reading: 5/13/2024  
3<sup>rd</sup> reading:

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor





NOTE: PROPOSED SIGN PLACEMENT MAY REQUIRE RELOCATION OF EXISTING SIGNS



# LAKE ROAD SPEED LIMIT SIGNING





A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN CIRCON ENVIRONMENTAL (CIRCON), LEGACY POINTE CONDOMINIUM ASSOCIATION NOS. 1 THROUGH 6, AND WATERSIDE CROSSINGS SOUTH NO. 3 CONDOMINIUM ASSOCIATION, INC., (ASSOCIATIONS) FOR THE INSTALLATION, MAINTENANCE, REPAIRS, AND REPLACEMENT OF PATH MASTER EQUIPMENT, AND DECLARING OF AN EMERGENCY.

WHEREAS, the Fire Chief and Public Safety & Health Committee recommended the City procure equipment and services from Path Master, Inc., of Twinsburg, Ohio, for traffic and security; and

WHEREAS, the City of Avon Lake, CIRCON, and the Associations desire to enter into a Memorandum of Understanding (Exhibit A) for the installation, maintenance, repairs, and replacement of Path Master equipment; and

WHEREAS, it is in the best interest of the City of Avon Lake, CIRCON, and the Associations to authorize the Mayor to enter the proposed Memorandum of Understanding.

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

Section No. 1: The Mayor is hereby authorized to enter into a Memorandum of Understanding between the City of Avon Lake, CIRCON, and the Associations for the installation, maintenance, repairs, and replacement of Path Master equipment.

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

Section No. 3: This Resolution is hereby declared to be an emergency measure, the emergency being the necessity of installing traffic safety devices throughout the City and providing security equipment at a local business and gated communities, thus for the health, safety, and welfare of the public. Therefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

1<sup>st</sup> reading: 5/13/2024

2<sup>nd</sup> reading

3<sup>rd</sup> reading:

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor



## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this “MOU”), dated as of April 26, 2024, sets forth certain understandings by and among: the City of Avon Lake, an Ohio municipal corporation (the “City”); CIRCON Environmental (“CIRCON”); Legacy Pointe Condominium Association No. 1, Inc., an Ohio not-for-profit corporation (“Masters Lane”); Legacy Pointe Condominium Association No. 2, Inc., an Ohio not-for-profit corporation (“Tournament”); Legacy Pointe Condominium Association No. 3, Inc., an Ohio not-for-profit corporation (“Bay Hill”); Legacy Pointe Condominium Association No. 4, Inc., an Ohio not-for-profit corporation (“Vintage Pt”); Legacy Pointe Condominium Association No. 5, Inc., an Ohio not-for-profit corporation (“Breakers”); Legacy Pointe Condominium Association No. 6, Inc., an Ohio not-for-profit corporation (“Heron Bay”); and Waterside Crossings South No. 3 Condominium Association, Inc., an Ohio not-for-profit corporation (“Hyannis Port”). Masters Lane, Tournament, Bay Hill, Vintage Pt, Breakers, Heron Bay, and Hyannis Port are referred individually to as an “Association” and collectively as the “Associations.” The City, CIRCON, and Associations are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS the City desires to procure equipment and services from Path Master, Inc., an Ohio corporation (“Path Master”) for the provision of traffic and security services in the City of Avon Lake and for the security and benefit of CIRCON and the Associations (the “Proposed Transaction”);

WHEREAS CIRCON and the Associations desire to share the costs of the equipment and services purchased by the City for the security and benefit of CIRCON and the Associations; and

WHEREAS the Parties desire to set forth their intentions regarding access to the equipment and responsibility for the maintenance, repairs, or replacement of the equipment.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Parties agree as follows:

**1. Installation.** The Fire Chief of the City shall coordinate the installation of Equipment with Path Master and conduct acceptance testing on the Equipment upon its installation by Path Master or its designee.

**2. Term.** The term of this MOU shall begin on the date of installation (the “Commencement Date”) and continue for a period of ten (10) years (the “Term”).

**3. Equipment.**

a. Path Master has prepared a quote for the City, which is attached to this MOU as Schedule A and is incorporated in this MOU by reference. A portion of the quote includes equipment and services for the benefit and security of CIRCON and the Associations, including traffic lights (8), residential gates (7), and a commercial gate (1) (collectively, the “Equipment”), and the quote includes Path Master’s service plan for the Equipment, which shall be effective for the duration of the Term (the “Service Plan”).

b. CIRCON and the Associations acknowledge that the City shall have reasonable access to the Equipment for the provision of public safety services to the Parties and the City of Avon Lake.

**4. Expenses.** In exchange for the Equipment and Service Plan, CIRCON and each Association shall pay to the City Six Thousand Four Hundred Sixty and 00/100 Dollars (\$6,460.00) in five (5) annual installment payments of One Thousand Two Hundred Ninety-Two and 00/100 Dollars

(\$1,292.00) beginning on July 31, 2024, and due and payable on each July 31 thereafter. CIRCON and each Association shall receive an invoice from the City Department of Finance thirty-one (31) days prior to the payment installment due date. CIRCON and each Association shall pay their final installment payment on July 31, 2028, and, on this date, CIRCON and the Associations shall have collectively paid to the City the sum of Fifty-One Thousand Six Hundred Eighty and 00/100 Dollars (\$51,680.00) to reimburse the City for the costs of the Equipment and Service Plan.

## **5. Maintenance, Repairs, and Replacement.**

a. After installation of the Equipment, CIRCON and each Association, in coordination with Path Master, Path Master's agent, successor, or designee, or some other similar vendor (each a "Vendor"), shall assume responsibility for the maintenance, repairs, or replacement that the Equipment may be require from time to time, subject to the terms and conditions of Service Plan.

b. The Parties must notify the Fire Chief of the City pursuant Section 7(d)(iii) as soon as practicable whenever:

- i. A Party becomes aware of any issues with the Equipment; or
- ii. A Party reasonably believes that the equipment may need any maintenance, repairs, or replacement; or
- iii. A Party orders the maintenance, repairs, or replacement of the Equipment.

The Parties acknowledge that such notice is required so that the City can ensure that any maintenance, repairs, or replacement of the Equipment does not impact the City's access to the Equipment.

## **6. Renewal.**

a. The Parties acknowledge that, at the end of the Term, the Equipment may need to be replaced or repaired. Upon the expiration or termination of the Term, CIRCON and each Association shall cause the Equipment to be inspected by Path Master or a Vendor to ensure the Equipment is in good working order. Upon expiration of the Term, CIRCON and each Association shall be responsible for the maintenance, repairs, and replacement of the Equipment or renewing the Service Plan with Path Master or a Vendor.

b. If CIRCON or any Association desires to maintain the Equipment beyond the Term, then such Party shall give notice to the City of its intent to enter into a successive or consecutive MOU or agreement for the Equipment and the Service Plan. The City shall only negotiate a successive or consecutive agreement with Parties that have paid the expenses required under Section 4 in full and on time.

## **7. Miscellaneous.**

a. **Amendment.** This MOU may only be amended by a written agreement of the Parties.

b. **Counterparts.** This MOU may be executed in any number of counterparts, including electronic signatures included in a pdf file, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This MOU



shall become effective when counterparts have been signed by each Party and delivered to the other Parties, it being understood that the Parties need not sign the same counterpart.

c. **Governing Law.** Without regard to its conflict of law principles, the laws of Ohio shall govern all matters with respect to this MOU.

d. **Notices.**

i. Each Association and their officers are listed on Schedule B, attached to this MOU and incorporated in this MOU by reference. During the Term, each Association shall notify the City of any changes to the officers listed on Schedule B.

ii. All notices needed or permitted to be given under this MOU or any agreement shall be in writing and delivered by hand or overnight courier, or mailed by certified or registered mail, return receipt requested:

If to the City:  
City of Avon Lake  
50 Avon Belden Road  
Avon Lake, OH 44012  
Attn: Gary A. Ebert, Esq., Law Director  
GAEBert@avonlake.org  
(440) 930-4122

If to the Associations: Refer to contact information in Schedule B.

If to CIRCON:  
33560 Pin Oak Parkway  
Avon Lake, OH 44012  
Attn: Jeff Thomas, Maintenance Manager  
JThomas@circonenviro.com  
(440) 752-3398

iii. All notices needed under Section 5(b) shall be in writing and sent to the Fire Chief of the City, Chief Jeremy Betsa via email at JBetsa@avonlakefire.org or at another email address given by the City to the Parties in writing.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date(s) set forth below.

**City of Avon Lake, Ohio**

By: \_\_\_\_\_  
Mark Spaetzel, Mayor

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Gary A. Ebert, Esq.  
Law Director, City of Avon Lake

**CIRCON Environmental**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Legacy Pointe Condominium Association No. 1, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Legacy Pointe Condominium Association No. 2, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Legacy Pointe Condominium Association No. 3, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Legacy Pointe Condominium Association No. 4, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Legacy Pointe Condominium Association No. 5, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Legacy Pointe Condominium Association No. 6, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Waterside Crossings South No. 3 Condominium Association, Inc.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE A  
Path Master Quote**



Path Master Inc.  
1960 Midway Drive  
Twinsburg OH 44087  
United States

# Quote

Quote # C26112-REV1

4/11/2024

Avon Lake, City of  
Christofer McKay  
Avon Lake, City of  
150 Avon Belden Road  
Avon Lake OH 44012  
United States

**Applied Information Priority/Preempt System**

Email: [cmckay@avonlakefire.org](mailto:cmckay@avonlakefire.org)  
Phone: (440) 933-8305  
Fax: (440) 933-2668

Bid Date	Completion Date	Quote Expires	Terms	F.O.B.	Delivery
		30 Days	Net 30 Days	Twinsburg, Freight Allowed	12 - 16 Weeks, ARO

Bid Ref	Qty	Unit	Description	CL	Unit Sell	Ext. Sell
1.	8	EA	Applied Information Preempt/Priority Field Monitoring Unit, FMU/2, AI Model 500-085-04 with Glance Integration and Installation	58	\$3,807.00	\$30,456.00
2.	8	EA	Applied Information Preempt/Priority Gate Operator, AI Model 500-068 with Glance Integration and Installation	58	\$3,360.00	\$26,880.00
3.	25	EA	Applied Information Preempt/Priority In-Vehicle Unit AI Model 500-065 with Glance Integration	58	\$2,554.00	\$63,850.00
4.	25	EA	Installation AI In-Vehicle Unit	58	\$1,100.00	\$27,500.00
5.	41	EA	Applied Information Preempt/Priority Connectivity Plan, 10-Year Service	58	\$3,100.00	\$127,100.00

<b>Total</b>	<b>\$275,786.00</b>
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**SCHEDULE B**  
**Homeowners Associations**

VIP Management: LP # 1 Legacy Pointe Condominiums No 1 Chateaux "Masters Lane"					
Don Zbin	336 Green Jacket Court	440-933-9069	Cell 440-725-9294	d_zbin45@aol.com	President
Tom Cooney	594 Masters Lane	440-773-2144		tcooney60@gmail.com	Secretary
John Osborne	356 Founders Circle	440-823-1732	440-930-8968	catawbashorenorth@gmail.com	Treasurer

VIP Management: LP #2 Legacy Pointe Condominiums No 2 Villas "Tournament"					
Mark Bennett	602 Tournament Dr.	440-308-7799		mbennettatvillas@gmail.com	President
Ray Klein	660 Tournament Dr.	330-204-9117		rkleinatvillas@gmail.com	VP
Colin Dean	641 Tournament Dr	440-930-4840		colindeanlp2@yahoo.com	Treasurer

VIP Management: LP # 3 Legacy Pointe Condominiums Carriage Homes "Bay Hill"					
Laurel Schmid	575 Bay Hill Drive	330-231-0621		laurelschmid@gmail.com	President
Fred Jereb	521 Bay Hill Drive	216-346-4583		Fredjereb3@gmail.com	VP
Ellen Chen	582 Bay Hill Drive	440-724-5191		exexchen.myemail@gmail.com	Treasurer/Secretary

VIP Management: LP# 4 Legacy Pointe Condominiums No 4 Winery "Vintage Pt"					
Susan Pagrabs	576 Vintage Pointe	440-781-3704		swpagrabs@gmail.com	President
Lisa Fallon	582 Vintage Pointe	440-225-1373		Lisafallon22@gmail.com	VP
Kristine Korber	583 Vintage Pointe	216-219-1121		kdouglaskorber@yahoo.com	Treasurer/Secretary

VIP Management: LP# 5 Legacy Pointe Condominiums No 5 "Breakers"					
Kenneth Maher	32519 Breakers Blvd	216-276-3510	440-933-9282	kvmjam@gmail.com	President
Adam Moon	32502 Breakers Blvd	440-669-9267		adammoon2000@yahoo.com	VP
Steve Feliccia	32505 Breakers Blvd			stevfeliccia@gmail.com	Treasurer/Secretary

VIP Management: LP# 6 Legacy Pointe Condominiums No 6 "Heron Bay"					
Don Nigro	665 Heron Bay	440-429-7277		dane665heronbay@gmail.com	President
Jay Kolwicz	651 Heron Bay	440-343-1132		Jaykolwicz651@gmail.com	VP
Kristin Perry	658 Heron Bay	440-225-3707		Kaperry2@hotmail.com	Treasurer/Secretary

Lawrence Management: Waterside Crossings South #3 Condominium "Hyannis Port"					
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**SCHEDULE B**  
**Homeowners Associations**

Susan Sheets	575 Hyannis Port Circle	440-864-7600	chetsusan@gmail.com	President
Joe Hanigoski	504 Hyannis Port Circle	440-334-7899	jhanigoski@outlook.com	VP
Patricia Menendez	496 Hyannis Port Circle	440-221-7858	menendp@bcglobal.net	Treasurer/Secretary
			raymondnpenny@aol.com	

AN ORDINANCE AUTHORIZING THE PURCHASE OF THE APPLIED INFORMATION PRIORITY/PREEMPT SYSTEM AND CONNECTIVITY PLAN WITH PATH MASTER, INC., AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake has entered into a Cooperative Purchasing Program with the State of Ohio; and

WHEREAS, the State has advertised for bids for the purchase and installation of Applied Information Priority/Preempt System (System) and Connectivity Plan, 10-year service, and finds that the bid of Path Master, Inc., of Twinsburg, Ohio, to be the lowest and best bid.

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

Section No. 1: That the bid by Path Master, Inc., of Twinsburg, Ohio, submitted through the Cooperative Purchasing Program of the State of Ohio, to supply the City with the System and Connectivity Plan, 10-year service in the amount of \$275,786, be, and it is hereby accepted and approved.

Section No. 2: That upon delivery to this City and installation of the System's equipment with the proper specifications and to the full satisfaction of the Fire Chief and Director of Finance, the Director of Finance is hereby directed to deliver to Path Master, Inc., of Twinsburg, Ohio, the warrant of this City in the amount of \$275,786 and to cause said warrant to be paid.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of installing traffic safety devices throughout the City and providing security equipment at a local business and gated communities to allow the Fire and Police personnel to perform their duties promptly and efficiently, and to take advantage of the State pricing, 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 by the Mayor.

1<sup>st</sup> reading: 5/13/2024

2<sup>nd</sup> reading:

3<sup>rd</sup> reading:

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor





Path Master Inc.  
 1960 Midway Drive  
 Twinsburg OH 44087  
 United States

# Quote

Quote # C26112-REV1  
 4/11/2024

Avon Lake, City of  
 Christofer McKay  
 Avon Lake, City of  
 150 Avon Belden Road  
 Avon Lake OH 44012  
 United States

## Applied Information Priority/Preempt System

Email: [cmckay@avonlakefire.org](mailto:cmckay@avonlakefire.org)

Phone: (440) 933-8305  
 Fax: (440) 933-2668

Bid Date	Completion Date	Quote Expires	Terms	F.O.B.	Delivery
		30 Days	Net 30 Days	Twinsburg, Freight Allowed	12 - 16 Weeks, ARO

Bid Ref	Qty	Unit	Description	CL	Unit Sell	Ext. Sell
1.	8	EA	Applied Information Preempt/Priority Field Monitoring Unit, FMU/2, AI Model 500-085-04 with Glance Integration and Installation	58	\$3,807.00	\$30,456.00
2.	8	EA	Applied Information Preempt/Priority Gate Operator, AI Model 500-068 with Glance Integration and Installation	58	\$3,360.00	\$26,880.00
3.	25	EA	Applied Information Preempt/Priority In-Vehicle Unit AI Model 500-065 with Glance Integration	58	\$2,554.00	\$63,850.00
4.	25	EA	Installation AI In-Vehicle Unit	58	\$1,100.00	\$27,500.00
5.	41	EA	Applied Information Preempt/Priority Connectivity Plan, 10-Year Service	58	\$3,100.00	\$127,100.00
<b>Total</b>						<b>\$275,786.00</b>

**NOTES:**

- 1) In The Event That The Customer Modifies, Or Attempts To Modify, This Proposal In Any Manner, Including For Quantity Or Types Of Equipment, Path Master, Inc., Reserves The Right To Amend Its Pricing At Its Discretion
- 2) In The Event That The Customer Delays Shipment Of The Equipment Or Delays Taking Delivery Of The Equipment From Path Master, Inc., Path Master, Inc. Reserves The Right To Charge A Storage Fee of 3%.
- 3) In The Event That The Customer Purchases Equipment From Another Supplier To Be Integrated With Path Master, Inc. Equipment, Path Master Inc. Reserves The Right To Charge Field Service Fees, If Requested To Perform The Integration Of Such Products, At Our Standard Field Service Rate of \$150 Per Hour With A Minimum Charge Of 3 Hours.
- 4) Freight Allowed Is Provided As On Shipment Of Entire Order. If Customer Requires Multiple Shipments, Path Master, Inc. Reserves The Right To Charge Extra Freight Fee As Applicable.



Path Master Inc.  
1960 Midway Drive  
Twinsburg OH 44087  
United States

# Quote

Quote # C26112-REV1

4/11/2024

**ORDERS ARE SUBJECT TO CREDIT APPROVAL**

X \_\_\_\_\_  
Authorized Signature

AN ORDINANCE CONFIRMING THE APPOINTMENT OF BRENDA GIRGASH AS FULL-TIME POLICE DISPATCHER/RECORDS CLERK IN THE POLICE DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to the terms of the Civil Service provisions of the Codified Ordinances of Avon Lake, tests have been given and an eligibility list established for the position of Police Dispatcher/Records Clerk, and the Police Chief has submitted to this Council for confirmation an appointment to said position.

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

Section No. 1: That the appointment of Brenda Girgash to the position of Police Dispatcher/Records Clerk in the Police Department be, and it is hereby approved and confirmed, subject to the Civil Service Rules and the Administrative Code provisions, effective June 9, 2024, for her to serve at the will of the City during her probationary period.

Section No. 2: That the duties and responsibilities to be performed and undertaken by the Police Dispatcher/Records Clerk in the Police Department shall be those set forth in Ordinance No. 21-87.

Section No. 3: That based on Ms. Girgash's experience and ability, her salary will be the Step 4 salary of \$26.19/hour for the position, payable bi-weekly, as determined by the Finance Director.

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

Section No. 5: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing the Police Department with the necessary dispatch coverage to ensure the efficient operation of the Department, 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 by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor



AN ORDINANCE TO PROHIBIT THE ESTABLISHMENT OF ADULT-USE CANNABIS OPERATORS AND THE CULTIVATION, PROCESSING, AND RETAIL DISPENSING OF MARIJUANA WITHIN THE CITY OF AVON LAKE AND DECLARING AN EMERGENCY.

WHEREAS, on December 7, 2023, Chapter 3780 of the Ohio Revised Code (R.C.) became effective to authorize and regulate the sale of cannabis to adults for non-medical purposes; and

WHEREAS, Section 3780.10 allows licenses to be issued for adult-use cannabis operators, as defined by R.C. 3780.01(A)(2) within the State of Ohio; and

WHEREAS, Section 3780.25 allows a municipality to adopt an ordinance to prohibit adult-use cannabis operators within the municipal corporation unless a facility is an existing cultivator, processor, or dispensary with a certificate of operation issued under R.C. Chapter 3796; and

WHEREAS, Chapter 3796 of the R.C. authorizes the cultivation, processing, dispensing, and testing of marijuana for medical purposes; and

WHEREAS, Section 3796.29 permits a municipality to prohibit the establishment of cultivation, processing, or dispensing facilities licensed under R.C. Chapter 3796 within the municipal corporation; and

WHEREAS, Council finds that prohibiting adult-use cannabis operators within the City is necessary and proper to protect the health, safety, and general welfare of the citizens of the City; and

WHEREAS, to protect the citizens of the City and prohibit adult-use cannabis operators within the City, Council finds it necessary and proper to prohibit the establishment of cultivation, processing, dispensing, and testing facilities for medical marijuana licensed under R.C. Chapter 3796 within the City.

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

Section No. 1: That Council hereby prohibits the establishment of cultivation, processing, dispensing, and testing facilities for medical marijuana licensed under Chapter 3796 of the R.C. within the City of Avon Lake.

Section No. 2: That Council hereby prohibits the establishment of adult-use cannabis operators within the City of Avon Lake, Ohio.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the immediate preservation of the public health, safety, morals, and the general welfare of the community. Therefore, this Ordinance shall be in full force and effect from and immediately after passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CLINICAL AFFILIATION AGREEMENT WITH LORAIN COUNTY COMMUNITY COLLEGE AND DECLARING AN EMERGENCY.

WHEREAS, Lorain County Community College desires a clinical educational experience for its students enrolled in a degree or certification program in nursing or other health care fields; and

WHEREAS, the Avon Lake Fire Department is willing to provide clinical education experience for the Clinical Education Program.

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

Section No. 1: That the Mayor is hereby authorized to sign a Clinical Affiliation Agreement with Lorain County Community College. (Exhibit A).

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to begin the Clinical Education Program for the Lorain County Community College students, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

*LCCC Division of Health & Wellness Sciences*

**CLINICAL AFFILIATION AGREEMENT**

between

**LORAIN COUNTY COMMUNITY COLLEGE**

and

**Avon Lake Fire Department**

**This Agreement** between Lorain County Community College (College), an Ohio state-supported institution of higher education with its principal address as 1005 North Abbe Rd., Elyria, OH 44035 and Avon Lake Fire Department (Facility) with its principal address as 32811 Walker Rd, Avon Lake OH 44012.

**WHEREAS**, College is an accredited educational institution that offers a degree or certification program in nursing and in one or more allied health care fields and desires a clinical educational experience for its students; and

**WHEREAS**, Facility desires to provide a clinical facility for College's clinical education program and has the clinical setting and equipment needed for the Program(s);

**Emergency Medical Services**

**NOW**, therefore, the parties, in consideration of the terms and conditions set forth herein, agree as follows:

**1.0 Responsibilities of Facility**

- 1.1 Facility will provide suitable clinical learning experience and supervision consistent with the Program's curriculum and objectives in accordance with College's academic calendar. Namely, Facility will provide, to the extent possible, suitable classroom space and facilities, equipment and supplies needed for clinical instruction at Facility.
- 1.2 Facility will designate appropriate personnel to coordinate the students' clinical learning experience in the Program. Facility shall ensure that an adequate number of its [patients or clients] are available to provide the College's students with meaningful clinical experiences. It is understood that Program students do not replace Facility staff.
- 1.3 Facility shall permit, upon reasonable request, the inspection of its facilities and records by College and by agencies responsible for College's accreditation of the Program.
- 1.4 Facility will provide emergency care in case of illness or accident to any participating student of College faculty or staff.
- 1.5 Facility shall maintain all certifications, accreditations, and licenses appropriate for its business.
- 1.6 Facility understands that it may generate or otherwise be in possession of confidential educational records regarding the College's students, and that these records are protected by federal law including, inter alia, the Family Education and Privacy Rights Act ("FERPA"), 20



U.S.C.A. 1232g. Facility further understands that it may not share or disclose these educational records with any party other than the College, without both the College's and student's consent.

- 1.7 Facility shall retain responsibility for all aspects of treatment and care of patients. The ultimate decision for the care and treatment of all patients admitted to the Facility shall remain exclusively with the Facility.

## **2.0 Responsibilities of College**

- 2.1 College, through its Dean or Program Director, after consultation with Facility, shall plan and oversee the Program. College shall retain ultimate responsibility for the students' grades, evaluations and discipline.
- 2.2 College will provide and maintain the records and reports necessary for conducting the students' clinical learning experience.
- 2.3 College will provide Facility with an annual announcement or description of the Program, curriculum and objectives to be achieved at Facility, and the academic calendar of College.

## **3.0 Application of Facility's Rules & Procedures**

- 3.1 It is understood that College's students and faculty, during clinical training at Facility, will be under the jurisdiction of Facility officials for training purposes and that such persons will be subject to Facility's rules directly related to clinical training.
- 3.2 College will require students and faculty to comply with Facility's policies and procedures, including, but not limited to, matters relating to: conduct, such as dress code; OSHA safety requirements; and HIPAA regulations pertaining to use and disclosure of individually identifiable information. Facility will provide College a copy of its applicable policies and procedures, prior to the beginning of any covered academic year.
- 3.3 Health Requirements. College will provide health requirements, a copy of which is attached as Exhibit A, to each of its participating students. College will further require each student to provide written confirmation of compliance with each health requirement listed in Exhibit A prior to the student's clinical training at Facility.
- 3.4 Background Checks. College shall require students to submit to a criminal background check prior to clinical training to meet a Facility and/or program requirement. College will make the determination of whether to place a student at Facility based on a list of disqualifying offenses provided by Facility that normally uses to hire its employee. Facility will provide a copy of such list of disqualifying criminal offenses to College, prior to the beginning of any covered academic year.

## **4.0 Student & Faculty Status**

- 4.1 Student eligibility in the Program will be determined by College. College will require each student participating in the clinical experience at Facility to have: 1) received appropriate instruction; 2) satisfactorily completed the prerequisite courses; 3) met health, safety and immunization requirements; and 4) required documentation.

- 4.2 Solely for the purpose of HIPAA requirements that relate to the use and disclosure of Facility's protected health information, students and College faculty are defined as members of Facility's workforce, as that term is defined by 45 CFR 160.103, for activities conducted pursuant to this Agreement. Students participating in the Program are not employees or agents of either the Facility or the College.

## **5.0 Student Removal.**

- 5.1 Facility will recommend to College the withdrawal of a Program student if: 1) the achievement, progress, adjustment, or health of the student does not warrant continuation at Facility; or 2) the behavior of the student fails to conform to the applicable regulations of Facility. Facility will assist College, if necessary, in implementing this recommendation.
- 5.2 Facility reserves the right, exercisable in its discretion after consultation with College, to exclude any student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Facility.
- 5.3 College will withdraw a student from Program at Facility if, after consultation with Facility personnel, College determines such action to be warranted.

## **6.0 Term and Termination**

- 6.1 **This Agreement shall be effective August 1<sup>st</sup>, 2024 and end on July 31, 2029.**
- 6.2 Termination. This Agreement may be terminated at any time by either party by giving the other party 90 days advance written notice, provided that students participating in the Program at the end of notice period shall have the opportunity to complete their clinical experience at the Facility.

## **7.0 Non-Discrimination**

Facility and College agree that neither will discriminate against any individual on the basis of age, sex, race, creed, color, national origin, religion, disability, or veteran status, and that Facility agrees to comply with all non-discriminatory laws to which College is subject. General information, questions, concerns or complaints related to these matters may be directed to the Facility and College EEO office.

## **8.0 Insurance**

College and Facility shall maintain liability insurance policies insuring against liability arising from the acts and omissions of its agents and employees. College will further maintain liability insurance to cover its students engaged in the educational experiences under this Agreement. The limits of such policies shall not be less than One Million Dollars [\$1,000,000] per occurrence and Three Million Dollars [\$3,000,000] aggregate through umbrella coverage. Both Facility and College shall provide proof of such coverage to the other party upon request.

## **9.0 Non-Assignment and Subcontracting**

Facility shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of College.

### **10.0 Entire Agreement; Modification**

This Agreement, including attachments constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

### **11.0 Governing Law**

This Agreement shall be governed by and construed under the laws of the State of Ohio. Any litigation arising out of or relating to this Agreement or the performance shall be brought only in an appropriate court of this State.

### **12.0 Representation of Authority**

Each of the parties that has executed this Agreement through its undersigned authorized representative, and each representative so executing, hereby warrants and represents to the other parties that the undersigned representative has full authority to execute this Agreement on behalf of the party for whom said authorized representative purports to act.

### **13.0 Notice**

*Any notice required hereunder shall be made in writing and shall be accomplished by personal delivery, facsimile, or by U.S. Mail, certified, return receipt requested, addressed to the following parties:*

Christopher Hirschler  
Division of Health & Wellness Sciences  
Lorain County Community College  
1005 North Abbe Rd., Elyria, Ohio  
Phone: 440-366-7171  
Fax: 440-366-4116

Administrator  
Avon Lake Fire Department  
32811 Walker Rd  
Avon Lake, OH  
44012

### **14.0 Severability**

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, said provision shall be severed. The validity, legality, and enforceability of all other provisions of this Agreement shall not in any way be affected or impaired unless such severance would cause this Agreement to fail of its essential purpose.

**IN WITNESS WHEREOF**, the authorized representatives of the parties have executed this Agreement as of the respective dates below, to be effective as of its Effective Date.

**Lorain County Community College**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Christopher Hirschler

Title: Dean, Division of Health & Wellness Sciences

**Lorain County Community College**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Jonathan Volpe

Title: VP Administrative Services/Treasurer

**Avon Lake Fire Department**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **Exhibit A**

### **Student Health Requirements:**

- Measles (Rubeola)
- German Measles (Rubella)
- Mumps
- Chicken Pox (Varicella)
- DT (diphtheria tetanus) booster within the last 10 years
- Proof of a negative Tuberculosis skin test (using the standard two-step Mantoux test)
- Proof of Hepatitis B immunization/immunity or signed waiver assuming the risk of exposure (ADA requirement for students enrolled in the Dental Hygiene program)
- Current American Heart Association Health Care Provider card.
- Physician examination/assessment of student's health and ability to perform.

### **Students enrolled in the EMS Basic course are required to fulfill the following:**

- DT (diphtheria tetanus) booster within the last 10 years
- Proof of a negative Tuberculosis skin test (using the standard two-step Mantoux test)
- Proof of Hepatitis B immunization/immunity or signed waiver assuming the risk of exposure.
- Current American Heart Association Health Care Provider card.



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

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

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

Section No. 1: That the Mayor is hereby authorized and directed to execute a personal services agreement (Exhibit A) with the Mannik & Smith Group, Inc., of Shaker Heights, Ohio, to design pedestrian safety improvements that will include sidewalks, ADA-compliant curb ramps, and pedestrian crossings from SR 83 to the western corporation limit of Sheffield Lake along Lake Road.

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

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

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor



April 18, 2024

Chris L. Howard, P.E. CPESC  
**City of Avon Lake**  
150 Avon Belden Road  
Avon Lake, Ohio 44012

**RE: Proposal for PID 119923 – LOR-US6-15.87 (Avon Lake, OH)**

Dear Mr. Howard:

The Mannik & Smith Group, Inc. (MSG) appreciates the opportunity to provide The City of Avon Lake to enhance the safety of its transportation network along Lake Road (US 6) from the western corporation limits with Sheffield Lake to Avon Belden Road (SR 83). Our proposal is based upon your request from January 12, 2024, and our experience with this type of project. MSG understands your needs, is experienced in completing this type of work and has the desire to perform this project in an efficient, timely and cost-effective manner. We trust that the scope of our service(s) detailed below conveys to the City of Avon Lake the expertise of our project team and our strong commitment to provide the quality consulting service you expect and deserve.

## **BACKGROUND**

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This project is a continuation of the US 6 curb ramp improvement project (PID 117317) and accounts for the remaining sidewalk upgrades along the US 6 corridor from the western corporation limits with Sheffield Lake to Avon Belden Road (SR 83). MSG will incorporate the balance of the pedestrian improvements as recommended in the US 6 Safety Study as developed for the City of Avon Lake by MSG in 2021. This second phase of improvements focuses on improved pedestrian safety which includes the addition of sidewalks to complete sidewalk connections, upgrades to curb ramps to meet ADA guidelines, and the addition of Pedestrian Hybrid Beacons (PHB) at Miller Road Park (Beachpark Tower driveway) and the west leg of the S.R. 83 intersection.

## **SCOPE OF WORK**

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MSG has been retained by the City of Avon Lake to provide design documents and quantities for sidewalks, curb ramps, and PHBs. The scope of work will be performed according to ODOT specifications and as detailed in the attached ODOT worksheets as provided in **Appendix A**. The general projects limits are as shown in **Appendix B**.

### **Survey**

Survey has been completed as a part of the previous work performed for PID 117317 and will be utilized for this project. This work included the development of topographic survey to provide a topographic and terrain model base file. Existing right-of-way information was also compiled and will be utilized to establish right-of-way impacts for the project and produce right-of-way documentation. Additional services will be required for pin location, invert elevations and verifying existing conditions.



## **Traffic and Curb Ramp Design**

### Lake Road (US 6) Sidewalk, Curb Ramp Design, Details and Quantities

The City of Avon Lake, Ohio will improve approximately 49 curb ramps and add sidewalk along the 2.6-mile Lake Road (US 6) corridor between the western corporation limits with Sheffield Lake and Avon-Belden Road (SR 83) according to **Appendix B**. The sidewalk will be designed to be 5 feet in width for the corridor but where right-of-way may be limited or there are utility impacts this may be reduced to 4 feet but for lengths of no more than 200 feet. The sidewalk layout will consider the existing bike lanes, landscaping, and utilities. In areas where installing sidewalk will be difficult, MSG will coordinate with Avon Lake on the preferred solution. Sidewalk will be added to both the north and south sides of US 6 where designated from the safety study performed in 2021.

Cross sections will be provided at 50-foot intervals where there is proposed sidewalk to detail adjustments to storm inlets or grading.

Design plans will be produced for the following items:

- Removal and reconfiguration of approximately 49 curb ramps within the 2.6-mile Lake Road project corridor west of SR 83.
- Completion of sidewalk connections as detailed in **Appendix B** attached. (approx. 8,100 ft.)

### Maintenance of Traffic

Work will be phased to be on one side of the road at a time to maintain pedestrian movements on the side of the street not under construction. The existing sidewalk facilities are incomplete and will have limited impact to the pedestrians while closing gaps. The City has an ordinance that requires the use of law enforcement officers (LEOs) and flagging will be used to maintain traffic during construction. Maintenance of traffic notes will be provided with reference to ODOT standard drawings to address phasing in the plans.

### Traffic Control – Signals/Signing

Traffic control plans will include the layout and design a total of four PHBs with two PHBs at Miller Road Park (Beachpark Tower driveway) and two PHBs at the west leg of the S.R. 83 intersection.

### Traffic Control – Pavement Markings

Pavement marking layout will be incorporated at cross walks and at the two PHB locations. Roadway centerline and edge striping is not included in this scope of work and the plan and profile sheets will incorporate cross walk pavement marking details for each crosswalk and associated quantities.

### Drainage Design

Drainage improvements will be considered where required to maintain positive drainage through the site. This includes reuse of existing inlets, and the intent is to not provide new inlets as there are a limited number of existing inlets to tie into. Drainage design will be limited to minor grading and resetting of inlet castings.

### Right-of-Way Plan Development

There are an estimated 255 total parcels within the project limits with approximately 37 parcels requiring property strip takes to install the proposed sidewalk. The remaining 218 parcels will not be detailed but will be displayed utilizing Lorain County GIS information. No deed research will be performed for the 218 parcels that are not impacted. Right-of-way plans will be developed using ODOT Standards covering the entire project corridor with only those parcels with right-of-way strip takes being detailed. The topographic and boundary information will be provided on the same detail right-of-way sheets throughout the project. Additionally, O.R. Colan will be providing title research and right-of-way assessment (see **Appendix C**.)

### Utility Coordination

Johnson, Mirmiran & Thompson, Inc. (JMT) will be providing Project Management/Administration, QA/QC Task Management and Stage 1/2, Stage 3, and Quantity Review including subsummaries (see **Appendix D**.) JMT will also be providing Subsurface Utility Locating Services (SULS) – if authorized. MSG will contact the One-Call Center and

provide the ODOT District 3 Utilities Coordinator with the appropriate contact information for each utility within the corridor. The plans will include all underground utilities in plan view and appropriate cross section sheets. The proposed sidewalks will be placed to avoid utilities as best as possible. Where this is not possible, the locations will be identified and coordinated with the City of Avon Lake and the ODOT District 3 Utility Coordinator.

### Geotechnical

The design of the four PHB locations require that geotechnical exploration services and an exploration report be developed. Additional details for this work can be found in **Appendix E**.

### Environmental and NEPA Investigation

- Regulated Materials Review (RMR) Screening – A RMR Screening will be conducted at the Low-Level of Effort - with a maximum of four (4) Regulatory File Review during the screening. No field review will be conducted during the RMR Screening.
- Level 1 Ecological Survey Report – A Level 1 Ecological Survey Report will be completed at the Low-Level of Effort for the project corridor. Effort includes one day of fieldwork for two MSG personnel with travel time, and mileage.
- Property Owner Notification Letter (PONL) – A PONL will be prepared for City of Avon Lake to mail to all property owners within the project limits. The PONL will inform property owners of the project, the need to conduct survey and environmental ingestions, and solicit any public feedback regarding the project. The PONL will used to meet the public engagement requirements for the project.

### Design Deliverables

- Title Sheet – 1 Sheet
- Schematic Plan – 1 Sheet
- Typical Sections – 1 Sheet
- General Notes – 2 Sheets
- MOT Notes – 1 Sheet
- General Summary – 1 Sheet
- Roadway and Drainage Subsummary – 3 Sheets
- Plan sheets with sidewalk, curb ramp details, pavement marking details – 55 sheets
- Subsummary sheets with curb ramp quantities – 3 sheets
- Cross Sections – preliminary for utilities, drainage, grading and work limits – 150 Sheets
- Pavement Marking Subsummary – 1 Sheet
- Signal/PHB sheets – 2 Sheets
- Intersection Details – 17 Sheets
- Right-of-Way:
  - o Legend Sheet – 1 Sheet
  - o Centerline Survey Plat – 2 Sheets
  - o Property Map – 3 Sheets
  - o Summary of Additional Right-of-Way – 11 Sheets
  - o Detailed ROW Plan Sheets – 55 Sheets

## **SCHEDULE**

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From the date of notice to proceed, the anticipated schedule for providing submittals based upon the following schedule:

- |                                       |                    |
|---------------------------------------|--------------------|
| - Authorization:                      | May 2024           |
| - Preliminary Right-of-Way Plans:     | September 13, 2024 |
| - Stage 2 Submitted:                  | November 8, 2024   |
| - Final R/W Plans Submitted:          | May 2, 2025        |
| - Local-Let PS&E Package to District: | August 22, 2026    |

## PROJECT FEE

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As justified upon consideration of project specifics, MSG proposes to perform this project on a time and materials, not to exceed fee basis. The not to exceed fee basis means that the project will be charged only for effort actually expended, to a maximum of the total identified below. Fees may be below but not above the project total without prior authorization upon justification to the Client. Fees will be based upon the number of actual hours work by each employee's actual rate with overhead and net fee applied.

The Scope of Work for this project has been detailed above and enables MSG to estimate the work effort required to complete each task. Based upon the project scope identified above, MSG proposes to complete this project for the following amount:

<b>Base Project Fee .....</b>	<b>\$468,219.35</b>
<b>"If Authorized" Project Fee .....</b>	<b>\$18,459.65</b>
<b>Total Project Fee.....</b>	<b>\$486,679.00</b>

For the purposes of fiscal control, MSG will notify you at such time as it becomes apparent that costs may exceed the estimated amount and will seek your approval to proceed. We agree that reasonable variation to the work to be performed may be made, but reserve the right to renegotiate the above amounts should significant variation be requested.

A fee proposal worksheet in ODOT format for both the survey and geotechnical scopes of work has been provided in **Appendix A**. Additional details are provided in the scope narrative as part of the proposal worksheet.

## AGREEMENT

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The costs provided in this proposal are confirmed for a period not to exceed sixty (60) days. If this proposal meets with your approval, please forward your agreement terms at your convenience for review, approval, and signature.

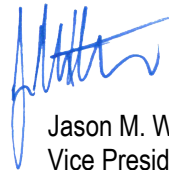
MSG appreciates the opportunity to provide this proposal and looks forward to serving The City of Avon Lake. Please do not hesitate to contact the undersigned if you have any questions, require clarifications pertaining to the specifics of this proposal, or would like additional information.

Thank you for the opportunity. Should you have any questions pertaining to this proposal, please contact me directly at 440-708-6891 or via email at [jwatson@manniksmithgroup.com](mailto:jwatson@manniksmithgroup.com).

Sincerely,



Sheri Bokros  
Vice President | Principal



Jason M. Watson, PE  
Vice President



**AGREEMENT FOR SERVICES**

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event client directs The Mannik & Smith Group to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these terms and conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

**APPROVAL AND ACCEPTANCE**

The Mannik & Smith Group, Inc. is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

**Proposal Date:** April 18, 2024

**Proposal Number:** 401.2301692.OP0

**CITY OF AVON LAKE**

**THE MANNIK & SMITH GROUP, INC.**

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Jason Watson, PE  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Vice President  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
April 17, 2024  
Date

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WESTVIEW CONCRETE CORP. FOR THE FURNISHING OF READY-MIX CONCRETE 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 is hereby authorized and directed to enter into an agreement with Westview Concrete Corp., 26000 Sprague Road, Olmsted Falls, Ohio, for the furnishing of ready-mix concrete to be applied on streets within the City of Avon Lake for a period of one year. The prices are as follows:

Per Cubic Yard	
Class C	\$145.50
LSM (100)	\$105.00
MS Mix	\$160.00
Additional Costs Per Yard	
Residential Fiber	\$7.00
Commercial Fiber	\$11.00
Calcium Chloride 1%	\$4.00
Calcium Chloride 2%	\$7.00
Under-Load Charges Per Load	
1 - 1.75 yards	\$150.00
2 - 2.75 yards	\$115.00
3 - 3.75 yards	\$ 85.00
4 - 4.75 yards	\$ 65.00
5 - 5.75 yards	\$ 55.00
6 - 7.75 yards	\$ 45.00
Additional Costs, Multiple Stops, and/or Demurrage	
Fuel surcharge: None.	
Demurrage time: \$1.75 per minute after the lesser of 10 minutes per cubic yard or 60 minutes maximum.	
Multiple Stops: \$30	
Normal delivery hours: 7 a.m. to 3 p.m.	
Additional cost for delivery other than regular business hours: \$75.00 per load	
Additional cost for delivery on Saturday: \$75.00 per load	

Section No. 2: The bid of Westview Concrete Corp. is hereby determined to be the lowest and best bid received after advertising according to law. The agreement shall be in a form approved by the Law Director, and the Finance Director is hereby authorized and directed to pay said contract price from funds appropriated for the purpose.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide ready-mix concrete for road surface treatments, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KOKOSING MATERIALS, INC., FOR STREET RESURFACING MATERIALS AND SERVICES 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 is hereby authorized and directed to enter into an agreement with Kokosing Materials, Inc., 4140 East River Road, Sheffield, Ohio, for purchasing street resurfacing materials and services to be applied on streets within the City of Avon Lake for a period of one year. The prices are as follows:

ASPHALT (PATCHING) MATERIAL	
Type 301	\$69/ton
Type 448	\$82/ton

Section No. 2: The bid of Kokosing Materials, Inc., is hereby determined to be the only bid received after advertising according to law. The agreement shall be in a form approved by the Law Director, and the Finance Director is hereby authorized and directed to pay said contract price from funds appropriated for the purpose.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide street surface treatments, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HOLCIM QUARRIES NY, INC., FOR STREET RESURFACING MATERIALS AND SERVICES 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 is hereby authorized and directed to enter into an agreement with Holcim Quarries, Inc., P.O. Box 28903, New York, New York, for the purchasing of street resurfacing materials and services to be applied on streets within the City of Avon Lake for a period of one year. The prices are as follows:

AGGREGATE AND OTHER GRANULAR MATERIAL FOR ROAD MAINTENANCE	
#8 Limestone	\$25.40/ton

Section No. 2: The bid of Holcim Quarries, Inc., is hereby determined to be the lowest and best bid received after advertising according to law. The agreement shall be in a form approved by the Law Director, and the Finance Director is hereby authorized and directed to pay said contract price from funds appropriated for the purpose.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide street surfacing treatments, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH AREA AGGREGATES, LLC, FOR STREET RESURFACING MATERIALS AND SERVICES 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 is hereby authorized and directed to enter into an agreement with Area Aggregates, LLC, 602 East 152<sup>nd</sup> Street, Cleveland, Ohio, for the purchasing of street resurfacing materials and services to be applied on streets within the City of Avon Lake for a period of one year. The prices are as follows:

AGGREGATE AND OTHER GRANULAR MATERIAL FOR ROAD MAINTENANCE	
#1 Limestone	\$24.30/ton
#57 Limestone	\$25.25/ton
#10 Limestone	\$19.75/ton
#304 Limestone	\$19.75/ton
#411 Limestone	\$20.00/ton

Section No. 2: The bid of Area Aggregates, LLC, is hereby determined to be the lowest and best bid received after advertising according to law. The agreement shall be in a form approved by the Law Director, and the Finance Director is hereby authorized and directed to pay said contract price from funds appropriated for the purpose.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide street surfacing treatments, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.



PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 668.02, NOXIOUS WEEDS AND UNDESIRABLE VEGETATION; DECLARATION OF NUISANCE.

WHEREAS, the Tree Commission and Public Service Committee recommended amending Codified Ordinance Section 668.02; 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 668.02 is amended as follows:

(a) Noxious weeds, invasive plant species, and undesirable vegetation shall include:

(1) Any weed declared to be a noxious weed in the Ohio Administrative Code Section 901:5-37-01.

(2) Any plant species declared to be invasive in the Ohio Administrative Code Section 901:5-30-01.

(3) Poison ivy, ragweed, poison oak, and poison sumac.

(4) Any vegetation, other than trees, bushes, flowers, or other ornamental plants, which exceeds eight inches in height. In environmentally sensitive areas, natural vegetation is hereby excluded from this classification.

(5) Any vegetation which, by reason of the pollen or the seeds which it spreads or produces, or due to the density of its growth or its unsightliness, injuriously affects the public health or welfare.

(b) All noxious weeds, invasive plant species, and undesirable vegetation, as defined in division (a) of this section, are hereby declared to be a nuisance.

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

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

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

AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO SCAG ZERO-TURN MOWERS FOR THE PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, the Public Works Director and the Public Service Committee have recommended the purchase of zero-turn mowers, and the City desires to contract with Wellington Implement of Wellington, Ohio, to purchase two SCAG Zero-Turn Mowers; and

WHEREAS, Wellington Implement of Wellington, Ohio, is a party to a cooperative purchasing contract with Sourcewell, a public service cooperative created by the State of Minnesota, under the authority of Minn. Stat. § 123A.21, to provide programs and services to public entities and to solicit, evaluate, and award cooperative purchasing contracts through a competitive bidding process for goods and services for all eligible government, education, and nonprofit agencies in the United States and Canada; and

WHEREAS, by entering into this agreement with Wellington Implement of Wellington, Ohio, through its contract with Sourcewell, the City can purchase two SCAG Zero-Turn Mowers under the same terms and conditions but at a lower cost than what it could acquire through its own selection process.

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

Section No. 1: That the bid by Wellington Implement of Wellington, Ohio, submitted through Sourcewell, to supply the City with two SCAG Zero-Turn Mowers for the Public Works Department in the amount of \$26,939 be, and it is hereby accepted and approved.

Section No. 2: That upon delivery to this City of the two mowers, with the proper specifications, to the full satisfaction of the Public Works Director and Finance Director, the Finance Director is hereby directed to deliver to Wellington Implement of Wellington, Ohio, the warrant of this City in the amount of \$26,939 and to cause said warrant to be paid.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide the Public Works Department with equipment in order that they may promptly and efficiently perform their duties, and further to take advantage of Sourcewell's pricing, 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 by the Mayor.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

POSTED: \_\_\_\_\_

\_\_\_\_\_  
Approved

ATTEST: \_\_\_\_\_

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING A DONATION TO COMMUNITY RESOURCE SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, it has been recommended by the Administration to award a donation to Community Resource Services to provide financial assistance to qualified residents in the City of Avon Lake; and

WHEREAS, Council has determined that said donation is for a public purpose; and

WHEREAS, said residents must meet certain financial guidelines established by Community Resource Services to qualify for assistance; and

WHEREAS, Community Resource Services will provide the Finance Director with quarterly reports on expenditure of said funds.

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

Section No. 1: That Council hereby authorizes and directs the Finance Director to pay the amount of \$25,000 to Community Resource Services, 33501-L Lake Road, Avon Lake, Ohio 44012.

Section No. 2: That the \$25,000 donation to Community Resource Services will be used to provide financial assistance to Avon Lake residents who qualify according to guidelines established by Community Resource Services.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide funds to Community Resource Services to assist residents who are struggling during financially difficult times, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall take effect and be in full force 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