



**CITY OF AVON LAKE**  
150 Avon Belden Road  
Avon Lake, Ohio 44012

## VOTING ORDER

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

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

### Legislation

Ordinance No. 24-83, AN ORDINANCE CONFIRMING THE APPOINTMENT OF ADIS KUDUZOVIC AS POLICE OFFICER IN THE POLICE DEPARTMENT AND DECLARING AN EMERGENCY. →  
*Sponsor: K. Zuber.*

### Swearing in Ceremony of Adis Kuduzovic

Approval of Minutes: May 13, 2024, Council Meeting.

### Correspondence

### Reports

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

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→ Suspension of the rule requiring three readings

## Audience Participation

### Motions

Confirming the appointment of Kim Currie to the Tree Commission for a term commencing June 11, 2024, and expiring December 31, 2026. *Sponsor: J. Fenderbosch.*

Authorizing the Mayor, or his designee, to apply for the Victims of Crime Act (VOCA) and State Victims Assistance Act (SVAA) Grants for Advocates. *Sponsor: D. Kos.*

### Legislation

#### Second Readings:

**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. 24-74**, AN ORDINANCE AMENDING CODIFIED ORDINANCE SECTION 668.02, NOXIOUS WEEDS AND UNDESIRABLE VEGETATION. *Sponsor: J. Fenderbosch.*

#### First Readings:

**Ordinance No. 24-78**, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT TO ACQUIRE TWO WESTERN STAR 47X CHASSIS CABS FOR THE PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY. *Sponsor: J. Fenderbosch.*

**Ordinance No. 24-79**, AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO FACILITATE THE RECORDING OF EMS BILLING REVENUES TO FUND 417 OCP FIRE/POLICE/COURT FACILITY. → *Sponsor: M. O'Donnell.*

**Ordinance No. 24-80**, AN ORDINANCE PROVIDING FOR TRANSFERS AND DECLARING AN EMERGENCY. → *Sponsor: M. O'Donnell.*

**Ordinance No. 24-81**, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN STRUCTUREPOINT, INC., AND DECLARING AN EMERGENCY. → *Sponsor: J. Fenderbosch.*

**Resolution No. 24-82**, A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE MATERIAL TERMS OF THE ONEOHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE MARCH 22, 2024, KROGER MULTISTATE OPIOID SETTLEMENT AGREEMENT AND DECLARING AN EMERGENCY. → *Sponsor: M. O'Donnell.*

**Ordinance No. 24-84**, AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF FULL-TIME SENIOR PROGRAM ASSISTANT AND ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION AND DECLARING AN EMERGENCY. *Sponsor: K. Zuber.*

**Ordinance No. 24-85**, AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF ENGINEERING TECHNICAL AIDE I, ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION, REPEALING ORDINANCE NO. 21-167, AND DECLARING AN EMERGENCY.  
→ *Sponsor: K. Zuber.*

**Ordinance No. 24-86**, AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF ENGINEERING TECHNICAL AIDE II, ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION, REPEALING ORDINANCE NO. 21-168, AND DECLARING AN EMERGENCY.  
→ *Sponsor: K. Zuber.*

**Ordinance No. 24-87**, AN ORDINANCE APPROVING WAGE INCREASES FOR CERTAIN PART-TIME NON-BARGAINING UNIT PERSONNEL AND DECLARING AN EMERGENCY.  
*Sponsor: K. Zuber.*

**Ordinance No. 24-88**, AN ORDINANCE APPROVING WAGE INCREASES FOR CERTAIN NON-BARGAINING UNIT PERSONNEL AND DECLARING AN EMERGENCY. *Sponsor: K. Zuber.*

**Ordinance No. 24-89**, AN ORDINANCE APPROVING WAGE INCREASES FOR THE AVON LAKE MUNICIPAL COURT PERSONNEL AND DECLARING AN EMERGENCY. *Sponsor: K. Zuber.*

**Ordinance No. 24-90**, AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF LYNN KERNYA TO THE POSITION OF HUMAN RESOURCES DIRECTOR, ESTABLISHING THE RATE OF COMPENSATION FOR SAID POSITION, AND DECLARING AN EMERGENCY. *Sponsor: K. Zuber.*

## Public Input

## Miscellaneous Business and Announcements

## Adjournment

AN ORDINANCE CONFIRMING THE APPOINTMENT OF ADIS KUDUZOVIC AS POLICE OFFICER 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 the results certified; that accordingly, the Police Chief has requested an appointment pursuant to the rules and regulations of the Civil Service Commission; and the Mayor has submitted to this Council for confirmation an appointment to the position.

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

Section No. 1: That appointment of Adis Kuduzovic to the position of Police Officer in the Police Department be, and it is hereby approved and confirmed, subject to the Civil Service Rules and Administrative Code provisions, effective June 17, 2024, and to serve at the will of the City during his probationary period.

Section No. 2: That the duties and responsibilities to be performed and undertaken by the Police Officer shall be those set forth for such position and prescribed by Ordinance No. 52-2012.

Section No. 3: That based on Mr. Kuduzovic's experience and ability, his salary will be the Step 4 rate of \$39.34/hour, 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 passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees which resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 5: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide the Police Department with adequate personnel to ensure the peace, health, and safety 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 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: 5/28/2024

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 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: 5/28/2024  
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 MAYOR TO EXECUTE A LEASE AGREEMENT TO ACQUIRE TWO WESTERN STAR 47X CHASSIS CABS FOR THE PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY.

WHEREAS, the Public Works Director and the Public Service Committee have recommended the purchase of two salt trucks, and the City desires to contract with Valley Freightliner, Inc., of Parma, Ohio, to purchase two Western Star 47X chassis cabs; and

WHEREAS, Valley Freightliner, Inc., of Parma, 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 Valley Freightliner, Inc., of Parma, Ohio, through its contract with Sourcewell, the City can purchase two salt trucks 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 Valley Freightliner, Inc., of Parma, Ohio, submitted through Sourcewell, to supply the City with two Western Star 47X chassis cabs for the Public Works Department, in the amount of \$513,540 be, and it is hereby accepted and approved.

Section No. 2: That the Mayor is hereby authorized to execute a Lease Agreement with Huntington Bank to provide financing for six years for two Western Star 47X chassis cabs at a total annual cost of approximately \$66,298.50, such Lease Agreement to be substantially in form and substance acceptable to the Mayor and the Law Director.

Section No. 3: That upon delivery to the Public Works Department of two Western Star 47X chassis cabs with the proper specifications to the full satisfaction of the Public Works Director, the Finance Director is hereby directed to deliver the warrant of this City to Valley Freightliner, Inc., in the amount specified in the Lease Agreement.



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

Section No. 5: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to provide the Public Works Department with equipment to promptly and efficiently perform their duties and to further 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.

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 FINANCE DIRECTOR TO FACILITATE THE RECORDING OF EMERGENCY MEDICAL SERVICES (EMS) BILLING REVENUES TO FUND 417, OTHER CAPITAL PROJECTS (OCP) FIRE/POLICE/COURT FACILITY.

WHEREAS, it has been recommended by the Finance Committee that revenues collected from Emergency Medical Services (EMS) Billing be recorded in Fund 417, Other Capital Projects (OCP) Fire/Police/Court Facility.

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

Section No. 1: That Council hereby directs the Finance Director to record EMS Billing revenues to Fund 417, OCP Fire/Police/Court Facility, retroactive to January 1, 2023.

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

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

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE PROVIDING FOR TRANSFERS AND DECLARING AN EMERGENCY.

WHEREAS, it has been determined by the Finance Director that certain transfers of funds are needed.

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

Section No. 1: That the following transfers be executed for the months of April, May, and June 2024:

From	204	Income Tax Transfer Fund	\$4,717,000
To	101	General Fund	\$3,250,000
To	207	Income Tax Capital Improvement Fund	\$ 750,000
To	301	Bond Retirement (Unvoted) Fund	\$ 562,500
To	240	Recreation Fund	\$ 154,500

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of transferring funds for the current and necessary expenses of the City of Avon Lake, thus for the public welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH AMERICAN STRUCTUREPOINT, INC., AND DECLARING AN EMERGENCY.

WHEREAS, the City Engineer solicited Requests for Qualifications (RFQs) for engineering design services for the Bridge Rehabilitation/Replacement Project for the structure at Electric Boulevard over Heider Ditch; and

WHEREAS, the City Engineer, having reviewed the RFQs submitted, selected American Structurepoint, Inc., of Cleveland, Ohio, for the engineering design services; and

WHEREAS, Council has determined that the quotation submitted by the American Structurepoint, Inc., of Cleveland, Ohio, and as recommended by the City Engineer, 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 the Mayor is hereby authorized and directed to enter into a professional services agreement with American Structurepoint, Inc., of Cleveland, Ohio, for engineering design services for the Bridge Rehabilitation/Replacement Project for the structure at Electric Boulevard over Heider Ditch. The agreement shall state among its terms that the cost of said professional services agreement shall not exceed \$219,107 (Exhibit A).

Section No. 2: Upon completion of said engineering design services, the Finance Director is hereby directed to deliver to American Structurepoint, Inc., of Cleveland, Ohio, the warrant of this City in an amount not to exceed \$219,107 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 replacing or rehabilitating the bridge on Electric Boulevard over Heider Ditch, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall take effect and be in full force immediately after its passage and approval by the Mayor.

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor



May 20, 2024

Ms. Valerie L. Kilmer, P.E.  
Bramhall Engineering and Surveying Company  
801 Moore Road  
Avon, Ohio 44011

**Re: Proposal and Agreement for Professional Services for Electric Boulevard Bridge Replacement**

Dear Ms. Kilmer,

American Structurepoint, Inc., is pleased to present this proposal and agreement for professional services related to the Electric Boulevard bridge replacement (SFN 4764293), including survey, environmental, detailed design, hydraulic analysis, geotechnical investigation/analysis (to be performed by a subconsultant), subsurface utility locates (to be performed by subconsultant), and general project coordination.

#### **Scope of Services**

American Structurepoint's scope of services for this project is as follows. Please see attachment for detailed task narrative.

#### **I. Project Limits**

- A. Approximate project limits include 50 feet east and west of the existing Heider Ditch stream crossing. The project termini will be at approximately 100 feet to the east and 100 feet to the west.

#### **II. Improvements to be Designed:**

The general scope of the improvements is as described below:

- A. The new Electric Boulevard bridge over Heider Ditch will replace the deficient existing one-cell corrugated steel culvert. Pending confirmation through the hydraulic and geometric analysis, the replacement structure will likely be a 3-sided precast box culvert as detailed in the structural assessment, although an abbreviated structure type study (STS) will be performed to compare three (3) alternatives and confirm the city's preference prior to advancing detailed design. The proposed bridge typical section will match the existing approach roadway with minor approach work to accommodate the new structure.

- B. The study will evaluate 4-sided precast concrete box culverts; 3-sided flat top precast concrete box culvert and a buried prefabricated concrete arch. The study will include layout, evaluation, and preliminary costs of each of these three structures. A preliminary site plan and structure section will be prepared for the preferred structure type. Coordination and review of the geotechnical report is included in this effort.
- C. The project limits include portions of roadway, creek, embankment, and adjacent parcels as required to accommodate the new bridge geometry and fully address necessary scope items required for construction access, bidding, and construction. The project footprint will be minimized with the proposed roadway work transitioning into the existing condition as soon as practical.
- D. The roadway will be closed for the duration of the construction. A detour plan will be developed to re-route traffic during construction. American Structurepoint can provide additional support services under a separate authorization to develop work agreements (if required).
- E. Environmental Services have been included.
- F. If authorized tasks have been included for SUL, supplemental environmental, and design services. Detailed narratives for the if authorized tasks are included in Appendix B.

### III. Deliverables

American Structurepoint will provide the following deliverables in accordance with ODOT design guidelines and local design standards (where applicable and preferred by the city):

- A. Abbreviated Structure Type Study (STS)
- B. 30% Submittal
- C. 90% Submittal
- D. Final Plans
- E. Estimated costs for construction will be submitted with each plan submittal

American Structurepoint shall have no responsibility for any services or work, except as expressly identified in our agreement or as subsequently agreed to in writing. Any and all actions, communications, or work by American Structurepoint related to the project shall be subject to the terms of our agreement, except as otherwise stated by American Structurepoint. We shall have no responsibility for oversight or supervision of the contractors or their employees, for the means and methods of construction, for the safety of persons on or off the job site, or the schedule. We shall have no responsibility to inspect for, or remove, hazardous materials.

We will perform these services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. American Structurepoint's services are intended for the sole benefit of the client and are not intended to create any rights or benefits for any other parties. American Structurepoint shall not be responsible for the acts or omissions of the owner, the contractor and subcontractors, and their respective agents and employees, or any other persons or entities performing work on the project who are not under the direct control or authority of American Structurepoint.

We will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the project into the construction documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Our duty to incorporate the design requirements of governmental authorities into the construction documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the

construction documents, but we shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the construction documents or new and different design requirements that are adopted after completion of the construction documents.

Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, we have no control over the ability to influence the governmental review process and the time required to complete the process and we shall have no liability for loss, costs, or damages sustained or incurred by client as a result of delays or extended time required for governmental review process.

### **Schedule**

American Structurepoint will coordinate with Bramhall Engineering on a revised schedule to accommodate the City of Avon Lake contract review and notice to proceed process.

### **Clarifications**

The scope of work identified in this document is American Structurepoint's knowledge of the project requirements at the time when this document was prepared and serves as the basis for our price proposal and agreed fee. However, changes in work may be required as the project develops. Such changes may be dictated by revisions to written procedures included in manuals or decisions made by the city or other reviewing agencies. Although American Structurepoint routinely incorporates minor design changes in our work, we will notify the City in writing of any significant changes in the work that may require modification of the agreement and will maintain separate cost accounting for each specific issue.

### **Supplemental Services**

Additional items, including but not limited to those listed below can be included as additional tasks if requested by the City. We are available to provide them for a supplemental fee if such a need should arise.

1. Traffic Data Collection, Analysis, and/or Design
2. OEPA Notice of Intent (NOI) (Not Required as EDA < 1 acre)
3. CLOMR/LOMR
4. Roadway drainage design
5. Additional environmental studies or public involvement activities as required any other agency
6. Permit fees required for environmental, hydraulic, OEPA PTI applications, including fees for public notice/newspaper publication
7. Private/public utility relocation design/plan production
8. Lighting design/analysis
9. Layout staking
10. Right-of-Way design services or Right-of-Way Acquisition services

Additional services will be performed based upon an agreed upon scope and fee, and receipt of written authorization by the owner.



**Right-of-Entry**

It is understood that the Client hereby grants American Structurepoint permission (if the site is not owned by the Client) that permission has been duly granted for a Right-of-Entry by our firm, agents, staff, consultants, and subcontractors for the purpose of obtaining field information pertinent to the subject project.

**Compensation**

The total Lump Sum Compensation for the services rendered will be as indicated below and invoiced monthly on a percent complete basis. Please refer to Appendix B for the detailed fee summary.

**Base Services:**

<b>Planning Phase</b>	<b>Amount</b>	<b>Firm</b>
Ecological Report	\$7,658.00	ASI
Survey	\$17,527.00	ASI
Hydraulic Analysis and FEMA Coordination	\$15,421.00	ASI
Abbreviated STS	\$7,475.00	ASI
Subsurface Utility Engineering	\$10,849.00	T2UE

**30% Plans**

Roadway Design	\$23,579.00	ASI
Bridge Design Report + Site Plan	\$6,096.00	ASI
Cost Estimating	\$3,927.00	ASI
Project Management	\$5,505.00	ASI
Geotechnical Services	\$9,900.00	PSI

**90% Plans**

Waterway Permit	\$4,510.00	ASI
Roadway Design	\$15,597.00	ASI
Bridge Design	\$32,933.00	ASI
Cost Estimating	\$4,160.00	ASI
Project Management	\$2,677.00	ASI

**Final Plans**

Roadway Design	\$8,408.00	ASI
Bridge Design	\$5,391.00	ASI
Cost Estimating	\$3,211.00	ASI
Project Management	\$2,677.00	ASI

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**Total Base Services: \$187,501.00**

Valerie Kilmer, P.E.  
May 20, 2023  
Page 5

***If Authorized Services:***

Subsurface Utility Engineering (Test Holes)	\$14,091.00	T2UE
Perform bridge hydraulic study and scour analysis	\$5,165.00	ASI
Mussel Survey	\$7,750.00	Lawhon
Pre-Bid Questions	\$2,300.00	ASI
On-going Services During Construction	\$2,300.00	ASI
<b>Total If-Authorized Services:</b>	<b>\$31,606.00</b>	

**Total Base Services + If Authorized Services:                   \$219,107.00**

Full payment of invoices is due within 30 days from invoice date. If payment is not made within 30 days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

If the assumptions made in the scope of services relative to extent of work are found to change, you will be notified in writing and a new (extra or reduced) fee will be presented. However, we recognize that it may not always be possible to provide written changes, as the client may need to request immediate change or additional services, and the administrative delays could be detrimental and costly to the project. In such case, requests for additional services will be invoiced on a time and materials basis.

Ms. Kilmer, we appreciate the opportunity to provide engineering services and look forward to working with you on the successful advancement of this project. If this proposal is acceptable, please return a signed copy of the attached agreement. If you have any questions or require additional information, please do not hesitate to contact me at 216-302-3694 or [ekagel@structurepoint.com](mailto:ekagel@structurepoint.com)

Sincerely,  
American Structurepoint, Inc.



Edward D. Kagel, PE  
Project Manager



Walid E. Gemayel, PE  
Senior Vice President/Partner

EDK/WEG: mma

cc: File

Enclosures:

- Appendix A: EJDC Agreement
- Appendix B: Fee Proposal Spreadsheet
- Appendix C: Project Field Survey Limits
- Appendix D: Subconsultant Proposals (Geotechnical, SUL, and Environmental)

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE MATERIAL TERMS OF THE ONEOHIO SUBDIVISION SETTLEMENT PURSUANT TO THE ONEOHIO MEMORANDUM OF UNDERSTANDING AND CONSISTENT WITH THE TERMS OF THE MARCH 22, 2024, KROGER MULTISTATE OPIOID SETTLEMENT AGREEMENT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake, Ohio (“City”), is a Charter City formed and organized pursuant to the Constitution and the laws of the State of Ohio; and

WHEREAS, the people of the State of Ohio and its communities, including the City, have been harmed by misfeasance, nonfeasance, and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

WHEREAS, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Companies accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance; and

WHEREAS, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance, and malfeasance throughout the State of Ohio; and

WHEREAS, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the City has adopted and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

WHEREAS, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

WHEREAS, Council understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as permit collaboration and explore potential effectuation and earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Companies; and

WHEREAS, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

WHEREAS, a settlement proposal identified as the Kroger Multistate Opioid Settlement Agreement (“Proposed Settlement Agreement”) is being presented to the State of Ohio and Local Governments by Kroger Co. (“Kroger”) to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the March 22, 2024, Proposed Settlement Agreement; and

WHEREAS, Council wishes to agree to the material terms of the Proposed Settlement Agreement with Kroger.

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

Section No. 1: That Council hereby authorizes the Mayor to accept the Proposed Settlement Agreement on behalf of the City pursuant to the terms of the OneOhio MOU, a copy of which is on file with the City, by executing on behalf of the City all documents necessary for acceptance of the Proposed Settlement Agreement.

Section No. 2: That Council hereby approves and ratifies any reasonable steps taken by the Mayor prior to the date hereof in his efforts to accept the Proposed Settlement Agreement.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and 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. 4: That this Resolution is hereby declared to be an emergency measure, the emergency being the immediate preservation of the public health, safety, morals, convenience, and general welfare of the community and to ensure prompt pursuit of funds to assist in abating the opioid epidemic through the City. Therefore, this Resolution 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 ADOPTING A JOB DESCRIPTION FOR THE POSITION OF FULL-TIME SENIOR PROGRAM ASSISTANT AND ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION.

WHEREAS, it has been recommended by the Human Resources Committee that a job description for the position of full-time Senior Program Assistant be adopted.

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

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

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

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

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



**City of Avon Lake, Ohio  
Classification Specification  
Senior Program Assistant**

JOB FAMILY	GRADE	FLSA STATUS	CLASSIFIED STATUS	PCN
Administrative Support	N6	Non-exempt	Unclassified	

CLASSIFICATION SUMMARY
<p>The Senior Program Assistant is responsible for performing various clerical tasks in an office setting that support daily operations, including, but not limited to, answering, triaging, and responding to incoming phone calls; performing general office support services for all senior activities, such as gathering dates for the Old Firehouse &amp; Community Center (OFCC) expense/receipt monthly reports, exporting Renew Active® members, compiling the number of card punches, and uploading reports to Healthy Contributions; pleasantly greeting vendors, customers, and visitors for programs and meetings; being attentive and personable; performing various planning and implementing of senior recreational programs and special events, such as setting up and overseeing, as needed.</p>

ESSENTIAL DUTIES <sup>1</sup>	% OF TIME
Completes daily sign-in sheets for fitness classes and scans/inputs SilverSneakers® or Renew Active® membership cards to the appropriate fitness instructor's file, each visit.	13
Organizes, maintains, and cleans/sanitizes all used exercise equipment; stacks chairs after each fitness class, as needed.	13
Maintains organized files for billing, customer, and client records.	9
Tallies totals of each class or program; fills in requisition sheet for each fitness instructor; makes new requisition sheets, as needed.	9
Schedules monthly evening activities, providing groups with the paperwork needed to use the facility; takes payments and processes transactions in registration software.	9
Exports SilverSneakers® members and uploads reports to Tivity Health Services for monthly payments.	9
Maintains inventory of various facility supplies, including paper products, beverages, snacks, and restroom and kitchen products; coordinates supply orders with vendors.	7
Solicits donations for yearly prom and other events, picking up donations, as needed.	7
Records the number of participants using the exercise room daily and/or as needed.	5

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

Provides approved beverages and snacks, such as coffee and popcorn, throughout the day or as needed.	5
Forwards fitness instructor requisition sheets to the Recreation Department's main office for instructor payment, biweekly.	5
Sends monthly reminders to expired OFCC and Senior Newsletter memberships.	5
Maintains instructor files, keeping track of insurance expiration dates and background screening for each.	2
Records payments on expense reports.	2

**MINIMUM QUALIFICATIONS**

**EDUCATION AND EXPERIENCE:**

High school diploma, or equivalent (GED), supplemented by secretarial courses or a minimum of three years of secretarial experience or the equivalent.

**CERTIFICATIONS/LICENSES:**

Valid Ohio Driver's License or ID.  
CPR/AED and First Aid Certifications.

**PREFERRED QUALIFICATIONS:**

Strong organizational and interpersonal skills.

**KNOWLEDGE OF:**

- All office practices and procedures
- The City of Avon Lake and its communities
- Accounting practices
- Computer software programs, including Microsoft Office and Excel
- Effective verbal and written communications
- Operating various office equipment
- Effectively interacting with management, elected officials, employees, and the public
- Maintaining confidential and sensitive information

**SKILL IN:**

- Strong oral and written communication to effectively and appropriately instruct and correspond
- Interacting effectively with vendors, customers, and the public
- Maintaining confidential and sensitive information
- Working with limited supervision
- Time management and coordinating various tasks simultaneously
- Operating computers and related software applications
- Operating office equipment, such as personal computers, calculators, copiers, printers, fax machines and other commonly utilized office equipment

**ADA AND OTHER REQUIREMENTS**

This position typically requires standing, walking, sitting, bending, stooping, squatting, twisting, climbing, fingering, reaching, grasping, talking, hearing, seeing, and repetitive motions.

**SEDENTARY WORK:**

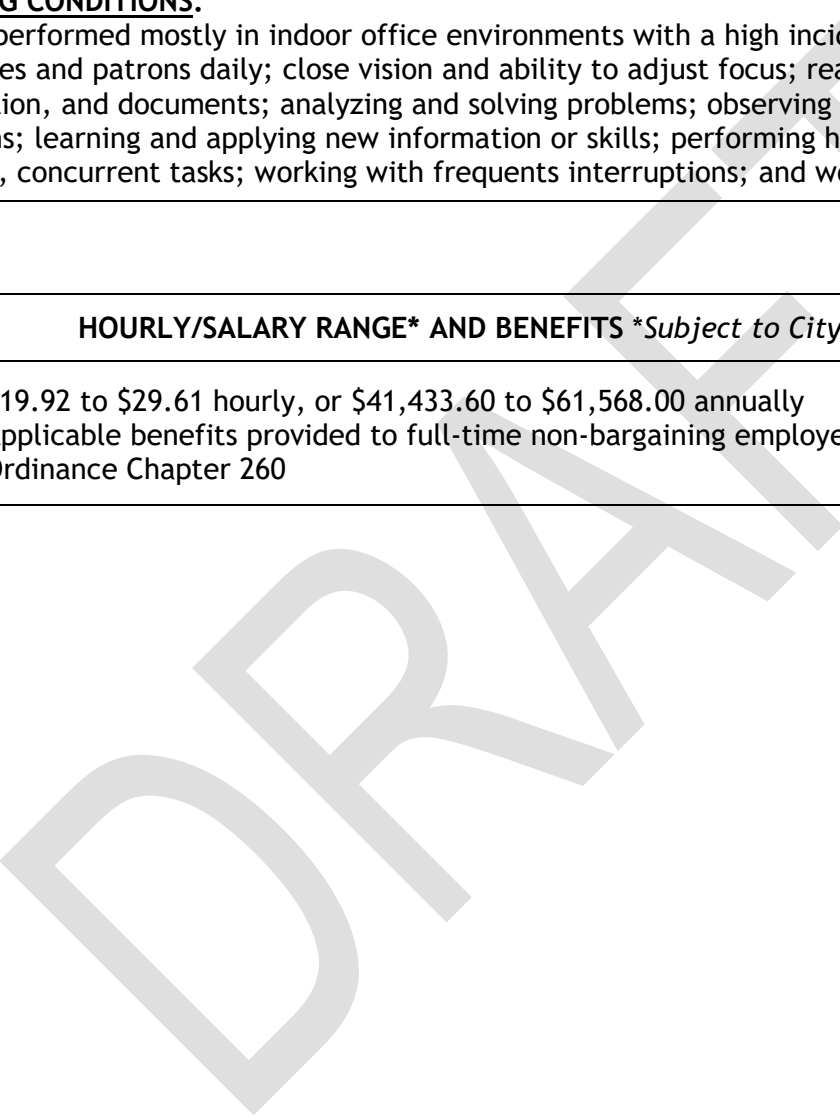
Exerting up to ten pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other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

**WORKING CONDITIONS:**

Work is performed mostly in indoor office environments with a high incidence of interaction with fellow employees and patrons daily; close vision and ability to adjust focus; reading and interpreting data, information, and documents; analyzing and solving problems; observing and interpreting people and situations; learning and applying new information or skills; performing highly detailed work; working on multiple, concurrent tasks; working with frequent interruptions; and working under deadlines.

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

- \$19.92 to \$29.61 hourly, or \$41,433.60 to \$61,568.00 annually
- Applicable benefits provided to full-time non-bargaining employees, as declared in Codified Ordinance Chapter 260





AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF ENGINEERING TECHNICAL AIDE I, ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION, REPEALING ORDINANCE NO. 21-167, AND DECLARING AN EMERGENCY.

WHEREAS, it has been recommended by the Human Resources Committee that a revised job description for the position of Engineering Technical Aide I be adopted.

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

Section No. 1: That the specifications, responsibilities, and duties applicable to the position of Engineering Technical Aide I shall be as shown in the job description, a copy of which is attached hereto and made a part hereof.

Section No. 2: That Ordinance No. 21-167 is hereby repealed.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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 begin the hiring process to adequately staff the Public Works Department and bring optimal services to the residents of Avon Lake, 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

**CITY OF AVON LAKE  
POSITION DESCRIPTION  
Engineering Technical Aide I**

Job Title: Engineering Technical Aide I

Department: Public Works - Engineering

Immediate Supervisor: Public Works Director or designee

Positions supervised: Generally, none; seasonal may be assigned by Public Works Director

FLSA Status: Non-exempt

Bargaining Unit: USW Local 836

Civil Service Status: Classified

**JOB RESPONSIBILITIES:**

Other Duties: Assists the Public Works Director (and their designees) by performing various technical engineering and construction related tasks for various public works projects and programs. Performs inspections of various public works and private property construction projects (i.e. subdivisions, new streets, infrastructure improvements).

**QUALIFICATIONS:**

The incumbent shall possess a minimum of a Bachelor's Degree in a related field or an Associate's degree in a related field with four (4) years' experience in construction and/or infrastructure (water, sewer, storm water) related areas; experience and/or instruction in GIS, AutoCAD, drafting, surveying or other related construction methods; or an equivalent and demonstrated combination of skills, training, and experience. Working knowledge of modern building/construction methods including any mandated by State of Ohio (NPDES Stormwater). The incumbent must possess and maintain a valid Ohio driver's license.

Ability to communicate effectively and diplomatically both orally and in written form(s); Ability to tailor communication style(s) to meet the audience including federal, state, and local entities; elected officials, community volunteers, potential developers, City staff and general public.

This position requires the ability to shift between tasks quickly and often without notice. Ability, knowledge, and experience in preparing written and verbal reports and tracking necessary statistical information.

## **PHYSICAL REQUIREMENTS:**

Intermediate physical activity including lifting, bending, standing, reaching, etc. working conditions include loud, dusty environments and hazardous chemicals. Incumbent will work in adverse weather conditions and may be required to work long hours during construction season.

All applicants must pass a background screening and drug test, ~~and possess a valid State of Ohio Driver's License~~

## **Knowledge of:**

1. Working under the direction of the PW Director (or designee) -this position shall be responsible for the following tasks:
  - a. Assembly information and draft detail plans for various public works projects using current standard methods (i.e., AutoCAD)
  - b. Supervises survey work in the field including determination of boundary and right-of-way lines; may, on occasion, supervisor private companies in this work
  - c. Creates topography maps using appropriate engineering tools or computerized programs
  - d. Performs engineering calculations to compute quantities of materials to be used on projects, to calculate from and interpret survey notes and delivery slips using current industry standard software (i.e., Excel).
  - e. Supports the work of contractors, engineers, and the general public in the areas of location of services, explanation of city policies and other general inquiries.
  - f. Record keeping and management of paper and electronic records.
  - g. Construction drawings, cost estimates, utility location(s)
  - h. Street resurfacing protocols including painting, striping, repairs
  - i. Data necessary for legislation governing construction standards and subdivision regulations
  - j. City zoning map and its upkeep
  - k. City codes relative to citizen complaints and/or violations which require investigation and reporting back to PW Director **or his designee.** ~~and/or City Council~~
  - l. Solid mathematics ability including the use of engineering formulas utilizing current standard software (i.e., Excel)
  - m. Standard safety standards and procedures

**Salary** – As determined by Union Collective Bargaining Agreement(s)

**Benefits** - As determined by Union Collective Bargaining Agreement(s)

AN ORDINANCE ADOPTING A JOB DESCRIPTION FOR THE POSITION OF ENGINEERING TECHNICAL AIDE II, ESTABLISHING THE QUALIFICATIONS AND DUTIES FOR SAID POSITION, REPEALING ORDINANCE NO. 21-168, AND DECLARING AN EMERGENCY.

WHEREAS, it has been recommended by the Human Resources Committee that a revised job description for the position of Engineering Technical Aide II be adopted.

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

Section No. 1: That the specifications, responsibilities, and duties applicable to the position of Engineering Technical Aide II shall be as shown in the job description, a copy of which is attached hereto and made a part hereof.

Section No. 2: That Ordinance No. 21-168 is hereby repealed.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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 begin the hiring process to adequately staff the Public Works Department and bring optimal services to the residents of Avon Lake, 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

**CITY OF AVON LAKE  
POSITION DESCRIPTION  
Engineering Technical Aide II**

Job Title:	Engineering Technical Aide II
Department:	Public Works - Engineering
Immediate Supervisor:	Public Works Director or designee
Positions supervised:	Generally, none; seasonal staff may be assigned by Public Works Director
FLSA Status:	Non-exempt
Bargaining Unit:	USW Local 836
Civil Service Status:	Classified

**JOB RESPONSIBILITIES:**

Other Duties: Assists the Public Works Director (and their designees) by performing various technical engineering and construction related tasks for various public works projects and programs. Performs inspections of various public works and private property construction projects (i.e., subdivisions, new streets, infrastructure improvements).

**QUALIFICATIONS:**

The incumbent shall possess a high school diploma (or GED), have two (2) years' experience in construction and/or infrastructure (water, sewer, storm water) related areas; experience and/or instruction in GIS, AutoCAD, drafting, surveying or other related construction methods; or an equivalent and demonstrated combination of skills, training and experience. Working knowledge of modern building/construction methods including any mandated by State of Ohio (NPDES Stormwater). The incumbent must possess and maintain a valid Ohio driver's license.

Ability to communicate effectively and diplomatically both orally and in written form(s); Ability to tailor communication style(s) to meet the audience including federal, state, and local entities; elected officials, community volunteers, potential developers, City staff and general public.

This position requires the ability to shift between tasks quickly and often without notice. Ability, knowledge, and experience in preparing written and verbal reports and tracking necessary statistical information.

## **PHYSICAL REQUIREMENTS:**

Intermediate physical activity including lifting, bending, standing, reaching, etc. working conditions include loud, dusty environments and hazardous chemicals. Incumbent will work in adverse weather conditions and may be required to work long hours during construction season.

All applicants must pass a background screening and drug test., and possess a valid State of Ohio Driver's License

## **Knowledge of:**

1. Working under the direction of the PW Director (or designee) -this position shall be responsible for the following tasks:
  - a. Assembly information and draft detail plans for various public works projects using current standard methods (i.e., AutoCAD)
  - b. Assists with survey work in the field including determination of boundary and right-of-way lines; may, on occasion, supervisor private companies in this work
  - c. Creates topography maps using appropriate engineering tools or computerized programs
  - d. Performs engineering calculations to compute quantities of materials to be used on projects, to calculate from and interpret survey notes and delivery slips using current industry standard software (i.e., Excel).
  - e. Supports the work of contractors, engineers, and the general public in the areas of location of services, explanation of city policies and other general inquiries.
  - f. Record keeping and management of paper and electronic records.
  - g. Construction drawings, cost estimates, utility location(s)
  - h. Street resurfacing protocols including painting, striping, repairs
  - i. Data necessary for legislation governing construction standards and subdivision regulations
  - j. City zoning map and its upkeep
  - k. City codes relative to citizen complaints and/or violations which require investigation and reporting back to PW Director or his designee. and/or City Council
  - l. Solid mathematics ability including the use of engineering formulas utilizing current standard software (i.e., Excel)
  - m. Standard safety standards and procedures

**Salary** – As determined by Union Collective Bargaining Agreement(s)

**Benefits** - As determined by Union Collective Bargaining Agreement(s)

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

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

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

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

Section No. 1: That the following part-time, non-bargaining unit personnel be granted a 2% wage increase and all other terms of previously enacted ordinances shall otherwise remain in full force and effect:

EMPLOYEE	JOB TITLE	EFFECTIVE JULY 1, 2024
Meigh, Lynn F.	BD-Building Secretary	\$16.83/hr.
Miller, Jennifer N.	C&T-Communications Specialist	\$19.83/hr.
Hricko, Lucas T.	C&T-Production Assistant	\$20.32/hr.
Netkowicz, Glenn C.	FD-Fire Inspector	\$27.07/hr.
Fundak, Melaine L.	Mayor- Front Desk	\$16.83/hr.
Ferguson, David N.	PD-Police Maintenance	\$21.42/hr.
Rednour, Kathleen A.	Police Victim Advocate	\$31.62/hr.
Graham, Robert B.	PW-Boat Launch Attendant	\$18.87/hr.
Livchak, Dennis S.	PW-Boat Launch Attendant	\$20.40/hr.
Pace, H. George	PW-Boat Launch Attendant	\$18.87/hr.
Schneider, Ronald G.	PW-Boat Launch Attendant	\$18.87/hr.
Smith, Ronn D.	PW-Boat Launch Attendant	\$18.87/hr.
Brown, Jonathan D.	PW-Dial A Bus	\$18.87/hr.
Fry, Virginia S.	PW-Dial A Bus	\$21.22/hr.
Knip, Patricia A.	Rec-Receptionist	\$17.85/hr.
Nielsen, Marijo	Rec-Receptionist	\$19.07/hr.
Reynolds, Diane L.	CD-Zoning Assistant	\$16.83/hr.

Section No. 2: All salary adjustments listed herein are subject to the City’s performance review process.

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 fulfilling commitments to certain City personnel and complying with the Wage and Salary Administration Code. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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

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

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

Section No. 1: That the following non-bargaining unit personnel be granted a 2% wage increases and all other terms of previously enacted ordinances shall otherwise remain in full force and effect:

EMPLOYEE	JOB TITLE	STATUS	EFFECTIVE JULY 1, 2024
Carleton, Tom	BD-Chief Building Official	FT	\$51.49/hr.
Hamker, Dan	BD-Plumbing Inspector	FT	\$42.04/hr.
Rutherford, John	BD-Electrical Safety Inspector	FT	\$39.94/hr.
Biggers, Stephanie	C&T-Technology Coordinator	FT	\$29.29/hr.
Bowles, Brian	C&T-Senior Production Assistant	FT	\$23.45/hr.
Cagley, Barb	Communications & Technology Director	PT	\$39.80/hr.
Esborn, Ted	Community Development Director	FT	\$55.15/hr.
LaRosa, Kelly	CD-Planning & Zoning Manager	FT	\$36.60/hr.
Page, Austin	CD-Planning & Zoning Manager	FT	\$38.84/hr.
Boggins, Ramona	Deputy Clerk of Council	FT	\$21.56/hr.
Rosmarin, Valerie	Clerk of Council	FT	\$33.00/hr.
Jirka, Judy	Finance-Payroll Administrator	FT	\$37.16/hr.
Widman, Ed	Finance Director	FT	\$64.92/hr.
Gomez, Kristin	FD-Fire Secretary	FT	\$27.90/hr.
Ebert, Gary	Law Director	PT	\$4,040.77 biweekly

Graves, David	Assistant Law Director	PT	\$823.84 biweekly
Krupar, Mary	Mayor-Administrative Assistant	FT	\$29.29/hr.
Teter, Carla	Mayor-Front Desk Assistant	FT	\$20.13/hr.
Burson, Rachel	PD-Police Secretary	FT	\$28.46/hr.
Hartz, Jeff	PD-Animal Control/CSO	PT	\$31.23/hr.
Molnar, Vincent	Police Chief	FT	\$63.65/hr.
Wasylo, Frank	PD-Animal Control/CSO	PT	\$31.23/hr.
Ward, Darwin	Assistant Public Works Director	FT	\$45.72/hr.
Fach, Erin	Recreation Director	FT	\$47.56/hr.
Kral, Mike	REC-Building & Facilities Manager	FT	\$25.90/hr.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of fulfilling commitments to certain City personnel and complying with the Wage and Salary Administration Code. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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

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

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

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

EMPLOYEE	POSITION	2% PAY INCREASE EFFECTIVE JULY 1, 2024	4% PAY INCREASE EFFECTIVE JANUARY 1, 2025
Novotny, Kathy	Clerk of Court	\$37.91/hr.	\$39.43/hr.
Byers, Buddy	Full-Time Bailiff	N/A	\$27.28/hr.

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

EMPLOYEE	POSITION	2% PAY INCREASE EFFECTIVE JULY 1, 2024	4% PAY INCREASE EFFECTIVE JANUARY 1, 2025
Blankenship, Teresa	Deputy Clerk	\$24.59/hr.	\$25.57/hr.
Dennis, Shanna	Deputy Clerk	\$23.60/hr.	\$24.54/hr.
Martin, Sharon	Deputy Clerk	N/A	\$24.18/hr.
Miller Parks, Michelle	Chief Deputy Clerk	\$27.72/hr.	\$28.83/hr.

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

EMPLOYEE	POSITION	2% PAY INCREASE EFFECTIVE JULY 1, 2024	4% PAY INCREASE EFFECTIVE JANUARY 1, 2025
Fishburn, Scott	Bailiff	N/A	\$26.24/hr.
Rink, Linda	Clerk	\$14.76/hr.	\$15.35/hr.
Schram, Carey	Clerk	\$17.83/hr.	\$18.54/hr.
Dolezal, David	Security	\$24.61/hr.	\$25.59/hr.
Goodwin, Mark	Security	N/A	\$25.59/hr.
Heath, Troy	Security	\$24.61/hr.	\$25.59/hr.
Olds, Robert	Security	\$24.61/hr.	\$25.59/hr.
Torres, Audali	Security	N/A	\$25.59/hr.
Shinko, David	Security	\$24.61/hr.	\$25.59/hr.
Shinko, David	Clerk	\$19.09/hr.	\$19.85/hr.

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

Section No. 5: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of fulfilling commitments to certain City personnel and complying with the Wage and Salary Administration Code and the provisions of Section 1901.31(H) of the Ohio Revised Code. 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

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF LYNN KERNYA TO THE POSITION OF HUMAN RESOURCES DIRECTOR, ESTABLISHING THE RATE OF COMPENSATION FOR SAID POSITION, AND DECLARING AN EMERGENCY.

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

Section No. 1: That the appointment by the Mayor of Lynn Kernya as the Human Resources Director for a term concurrent with the term of the Mayor is hereby confirmed by Council, subject to background verification.

Section No. 2: That the powers, duties, and responsibilities to be performed and undertaken by the Human Resources Director shall be those provided for in Ordinance No. 24-4.

Section No. 3: That Council does hereby fix and establishes an annual salary of \$115,000, payable bi-weekly, effective June 17, 2024.

Section No. 4: That Ms. Kernya shall be entitled to receive the applicable benefits provided to full-time non-bargaining employees, as declared in Codified Ordinance Chapter 260.

Section No. 5: That in addition to the benefits provided in Codified Ordinance Chapter 260, Ms. Kernya shall be entitled to receive three (3) weeks of vacation in the calendar year 2024.

Section No. 6: That Ms. Kernya shall be entitled to receive four (4) additional personal days after 90 days of employment to be used before her first year's anniversary in 2025.

Section No. 7: 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. 8: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of making immediate provisions to fill

the vacancy of the Human Resources Director to ensure the efficient operation of the Human Resources 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.

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