



## VOTING ORDER

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

### **CITY OF AVON LAKE**

150 Avon Belden Road  
Avon Lake, Ohio 44012

The following business is to be considered at a special meeting of the Avon Lake City Council on July 29, 2024, at 6 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, City Engineer Howard.

#### Mayor's Report - Update on Power Plant

#### Public Comment

#### Motion

Authorizing the Public Works Director to advertise for bids for Avon Lake Play Space, (ALPS), Phase I, which will include necessary concrete flat work, seating walls, turf installation, and swing seating and installation. *Sponsor: R. Shahmir.*

#### Legislation

#### Third Reading:

**Ordinance No. 24-84R, 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.*

## **First Readings:**

**Ordinance No. 24-105**, AN ORDINANCE AWARDDING A CONTRACT FOR THE 2024 CONCRETE STREET PROGRAM TO D.L. SMITH CONCRETE, LLC, AND DECLARING AN EMERGENCY. → *Sponsor: Z. Arnold.*

**Ordinance No. 24-106**, AN ORDINANCE AWARDDING A CONTRACT FOR THE 2024 ASPHALT STREET PROGRAM TO DENES CONCRETE, INC., FOR THE AND DECLARING AN EMERGENCY. → *Sponsor: Z. Arnold.*

**Ordinance No. 24-107**, AN ORDINANCE AWARDDING A CONTRACT FOR OUTFALL REHABILITATION AT 31922 LAKE ROAD, AVON LAKE, OHIO, TO COLE EXCAVATING, LLC, AND DECLARING AN EMERGENCY. → *Sponsor: A. Gentry.*

**Ordinance No. 24-108**, AN ORDINANCE AUTHORIZING FUNDS FOR CONTINUED LEGAL SERVICES TO TODD DAVIS, ESQ. AND DECLARING AN EMERGENCY. → *Sponsor: Z. Arnold.*

**Ordinance No. 24-109**, AN ORDINANCE AUTHORIZING FUNDS FOR CONTINUED ENVIRONMENTAL SERVICES FOR THE OHIO BROWNFIELD REMEDIATION PROGRAM, PHASE II, TO VERDANTAS, LLC, AND DECLARING AN EMERGENCY. → *Sponsor: Z. Arnold.*

**Ordinance No. 24-110**, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF EDUCATION OF THE AVON LAKE CITY SCHOOL DISTRICT FOR THE SCHOOL RESOURCE OFFICER PROGRAM AND DECLARING AN EMERGENCY. → *Sponsor: Z. Arnold.*

## **Adjournment**

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: 6/10/2024  
2<sup>nd</sup> reading: 6/24/2024  
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:**

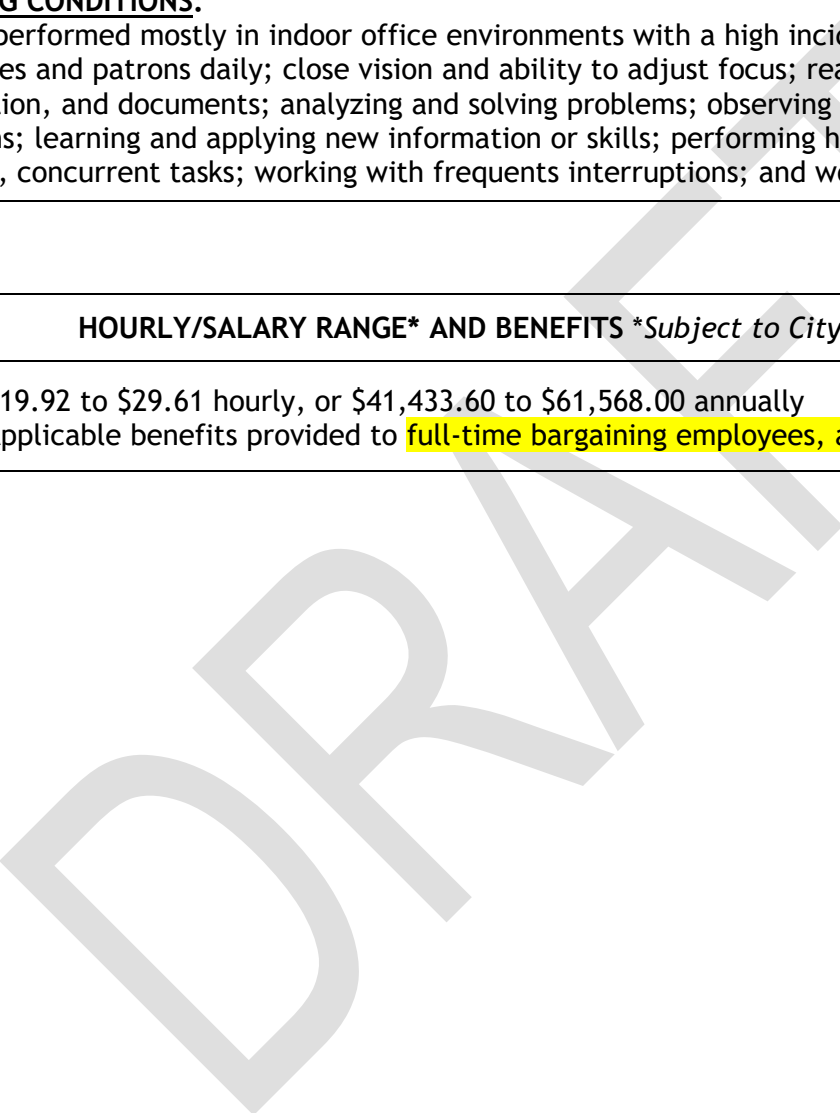
Exerting up to ten pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other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



AN ORDINANCE AWARDING A CONTRACT FOR THE 2024 ASPHALT STREET PROGRAM TO D.L. SMITH CONCRETE, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with the direction of Council, the City Engineer has prepared plans and specifications for the 2024 Asphalt Street Program, which have been and are now on file in the Public Works Department; and

WHEREAS, further in accordance with the direction of Council, the City Engineer has caused notice to be given, as provided by law, inviting bids for construction of said improvements; bids having been received, opened, and tabulated as provided by law; and

WHEREAS, Council, coming now to consider said bids, has determined that the bid submitted by D.L. Smith Concrete, LLC, of Norwalk, Ohio, is the lowest and best responsive bid, after advertising in accordance with law, and 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 bid by D.L. Smith Concrete, LLC, of Norwalk, Ohio, (hereafter referred to as “Contractor”) for the 2024 Asphalt Street Program for the City of Avon Lake, Ohio, in accordance with the plans and specifications, be, and the same is hereby awarded to said Contractor in accordance with said plans and specifications and bid received. The amount of said contract is the base bid of \$750,991.90 and an add alternate bid of \$298,645.90, for a total of \$1,049,637.80.

Section No. 2: That the Contractor shall furnish its good and sufficient performance bond in the amount of \$750,991.90 and an add alternate of \$298,645.90, for a total of \$1,049,637.80, to the satisfaction of the Mayor and approved as to form by the Law Director, conditioned to ensure faithful performance of the contract thereby awarded and completion of the work free and clear of all claims and encumbrances.

Section No. 3: That the Contractor shall deposit and keep in force and effect on file with said Finance Director memoranda of policies of insurance in the amounts and under the conditions set forth in the specifications of the contract documents.

Section No. 4: That upon receipt by the Finance Director of the certificate of the City Engineer that the construction has been completed to the full satisfaction of the City Engineer and in accordance with the plans and specifications, then the Finance Director shall be authorized and directed to issue to said Contractor the

warrants of the City in payment therefore the amount of money determined by said City Engineer to be due said Contractor under the contract thereby awarded to him and to cause said warrants to be paid.

Section No. 5: That the Mayor shall be and is hereby authorized and directed to sign and execute the contract hereby awarded.

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

Section No. 7: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of implementing the 2024 Asphalt Street Program during the summer construction season to provide safe roads in the City of Avon Lake, thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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President of Council

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

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Approved

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

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Mayor



AN ORDINANCE AWARDDING A CONTRACT FOR THE 2024 CONCRETE STREET PROGRAM TO DENES CONCRETE, INC., AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with the direction of Council, the City Engineer has prepared plans and specifications for the 2024 Concrete Street Program, which have been and are now on file in the Public Works Department; and

WHEREAS, further in accordance with the direction of Council, the City Engineer has caused notice to be given, as provided by law, inviting bids for construction of said improvements; bids having been received, opened, and tabulated as provided by law; and

WHEREAS, Council coming now to consider said bids has determined that the bid submitted by Denes Concrete, Inc., of Wellington, Ohio, is the lowest and best responsive bid, after advertising in accordance with law, and 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 bid by Denes Concrete, Inc., of Wellington, Ohio, (hereafter referred to as "Contractor") for the 2024 Concrete Street Program for the City of Avon Lake, Ohio, in accordance with the plans and specifications, be, and the same is hereby awarded to said Contractor in accordance with said plans and specifications and bid received. The amount of said contract is in the base bid of \$2,073,856 and add alternate bid of \$99,690, for a total of \$2,173,546.

Section No. 2: That the Contractor shall furnish its good and sufficient performance bond in the amount of \$2,073.856 and add alternate of \$99,690, for a total of \$2,173,546, to the satisfaction of the Mayor and approved as to form by the Law Director, conditioned to ensure faithful performance of the contract thereby awarded and completion of the work free and clear of all claims and encumbrances.

Section No. 3: That the Contractor shall deposit and keep in force and effect on file with said Finance Director memoranda of policies of insurance in the amounts and under the conditions set forth in the specifications of the contract documents.

Section No. 4: That upon receipt by the Finance Director of the certificate of the City Engineer that the construction has been completed to the full satisfaction of the City Engineer and in accordance with the plans and specifications, then the Finance Director shall be authorized and directed to issue to said Contractor the warrants of the City in payment therefore the amount of money determined by said

City Engineer to be due said Contractor under the contract thereby awarded to him and to cause said warrants to be paid.

Section No. 5: That the Mayor shall be and is hereby authorized and directed to sign and execute the contract hereby awarded.

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

Section No. 7: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of implementing the 2024 Concrete Street Program during the summer construction season to provide safe roads in the City of Avon Lake, thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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President of Council

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

\_\_\_\_\_  
Approved

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

Clerk of Council

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Mayor

AN ORDINANCE AWARDING A CONTRACT FOR OUTFALL REHABILITATION AT 31922 LAKE ROAD, AVON LAKE, OHIO, TO COLE EXCAVATING, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, in accordance with the direction of Council, the City Engineer has prepared plans and specifications for the Outfall Rehabilitation at 31922 Lake Road, Avon Lake, Ohio, which have been and are now on file in the Public Works Department; and

WHEREAS, further in accordance with the direction of Council, the City Engineer has caused notice to be given, as provided by law, inviting bids for construction of said improvements; bids having been received, opened, and tabulated as provided by law; and

WHEREAS, Council, coming now to consider said bids, has determined that the bid submitted by Cole Excavating, LLC, of Berea, Ohio, is the lowest and best responsive bid, after advertising in accordance with law, and 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 bid by Cole Excavating, LLC, of Berea, Ohio, (hereafter referred to as "Contractor") for the Outfall Rehabilitation at 31922 Lake Road, Avon Lake, Ohio, in accordance with the plans and specifications, be, and the same is hereby awarded to said Contractor in accordance with said plans and specifications and bid received. The amount of said contract is \$214,860.

Section No. 2: That the Contractor shall furnish its good and sufficient performance bond in the amount of \$214,860 to the satisfaction of the Mayor and approved as to form by the Law Director, conditioned to ensure faithful performance of the contract thereby awarded and completion of the work free and clear of all claims and encumbrances.

Section No. 3: That the Contractor shall deposit and keep in force and effect on file with said Finance Director memoranda of policies of insurance in the amounts and under the conditions set forth in the specifications of the contract documents.

Section No. 4: That upon receipt by the Finance Director of the certificate of the City Engineer that the construction has been completed to the full satisfaction of the City Engineer and in accordance with the plans and specifications, then the Finance Director shall be authorized and directed to issue to said Contractor the

warrants of the City in payment therefore the amount of money determined by said City Engineer to be due said Contractor under the contract thereby awarded to him and to cause said warrants to be paid.

Section No. 5: That the Mayor shall be and is hereby authorized and directed to sign and execute the contract hereby awarded.

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

Section No. 7: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of rehabilitating an outfall on the shore of Lake Erie, thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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President of Council

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

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Approved

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

Clerk of Council

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Mayor

AN ORDINANCE AUTHORIZING FUNDS FOR CONTINUED LEGAL SERVICES TO TODD DAVIS, ESQ. AND DECLARING AN EMERGENCY.

WHEREAS, the Administration and Council have authorized Todd Davis, Esq., to represent the City in the Brownfield Redevelopment and the West End Redevelopment, including the former NRG Power Plant.

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

Section No. 1: That Todd Davis, Esq., be and is hereby authorized and directed to continue to provide legal services for Brownfield Redevelopment of the west end of the City.

Section No. 2: Council authorizes the appropriation of additional funds for continued legal services from Todd Davis, Esq. for an amount not to exceed \$40,000.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing legal counsel for Brownfield Redevelopment of the west end of the City, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

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

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President of Council

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

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Approved

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

Clerk of Council

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Mayor

AN ORDINANCE AUTHORIZING FUNDS FOR CONTINUED ENVIRONMENTAL SERVICES FOR THE OHIO BROWNFIELD REMEDIATION PROGRAM, PHASE II, TO VERDANTAS, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, the Administration and Council desire to continue to retain the personal services of Verdantas, LLC, for the Brownfield Remediation Program, Phase II, funding application awarded for the former NRG Power Plant.

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

Section No. 1: That Verdantas, LLC, of Dublin, Ohio, be and are hereby authorized and directed to continue to provide environmental services for the Ohio Brownfield Remediation Program, Phase II.

Section No. 2: Council authorizes the appropriation of additional funds for continued environmental services for an amount not to exceed \$20,000.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of providing legal counsel and environmental consulting services for Brownfield Remediation of the west end of the City and other environmental service needs of the City 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

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF EDUCATION OF THE AVON LAKE CITY SCHOOL DISTRICT FOR THE SCHOOL RESOURCE OFFICER PROGRAM AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake desires to enter into a Memorandum of Understanding (MOU) with the Board of Education of the Avon Lake City School District for the utilization of the School Resource Officer 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 MOU between the Board of Education of the City of Avon Lake and the Avon Lake City School District as 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 is hereby declared to be an emergency measure, the emergency being the necessity of providing Avon Lake City Schools with School Resource Officers to maintain a conducive atmosphere for education and to provide safety and security for the students, school personnel, and community 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

**Memorandum of Understanding  
Between the  
City of Avon Lake  
and the  
Avon Lake City School District**

This Memorandum of Understanding (this “MOU”) is made and entered into by and between the City of Avon Lake, Ohio, hereinafter referred to as the “City,” acting by and through its City Council pursuant to Resolution No. 24-110, and the Board of Education of the Avon Lake City School District, hereinafter referred to as the “School,” pursuant to Resolution No. 24-110. (The City and the School are hereinafter sometimes referred to individually as a “Party” and together as the “Parties”).

**WHEREAS**, pursuant to Ohio Revised Code Sections 3313.95 and 3313.951, this MOU serves as the written agreement between the City and the School to clarify the purpose of the school resource officer program (the “SRO Program”) and roles and expectations between the Parties in connection with the SRO Program; and

**WHEREAS**, this MOU sets forth the guidelines and policies of the SRO Program that each Party agrees to comply with to make the SRO program successful.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth in this MOU, for which there is full and adequate consideration, the City and the School agree and bind themselves, their agents, employees, and successors, as follows:

**I. PURPOSE**

This MOU establishes and delineates the mission of the SRO Program as a joint cooperative effort. Additionally, this MOU clarifies roles and expectations and formalizes relationships between the Parties to foster an efficient and cohesive program that builds a positive relationship between police officers, School staff, and students, promotes a safe and positive learning environment, and seeks to decrease the number of students formally referred to the juvenile justice system.

**II. MISSION**

The mission of the SRO Program is to promote school safety by building a positive school climate. The SRO Program provides for Drug Use Prevention education delivered by a police officer. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program aids in this mission by supporting safe, secure, and orderly learning environments for students, teachers, and staff. The SRO Program will establish a trusting channel of communication with students, parents, and teachers, and establish regular feedback opportunities. The role of the school resource officer (the “SRO”) is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgement and discretion, respect for other students, and a concern for the school community. The SRO will provide information on community resources available to students and parents.



### III. GOALS OF THE SRO PROGRAM

Goals and objectives are designed to develop and enhance rapport between students, families, police officers, school administrators, and the community in order to promote overall student achievement and success. The SRO Program goals include:

1. Promoting a safe learning environment for all students and adults who enter the school buildings.
2. Helping to reduce potential harm related to incidents of school violence.
3. Helping to reduce the negative impacts of alcohol, drug, and prescription drug abuse.
4. Fostering a positive school climate based on respect for all students and adults in the school.
5. To collaborate and cooperate with behavioral health and other care providers in the community for student and family referral.

### IV. ROLES OF THE SRO PROGRAM

The SRO Program is designed to fulfill three overall roles:

**A. Law Enforcement Role** – The SRO is primarily responsible for law enforcement activities occurring at the school buildings during school hours but not general student discipline (which is under the control of School administrators). A determination of whether an activity rises to the level of a law enforcement activity is the SRO’s responsibility and the SRO shall make such determination in consultation with a School administrator whenever reasonably practicable. Parents, students, teachers, and other School personnel should bring complaints about student misbehavior to the School principal and/or designee, not the SRO. Exceptions may be made for criminal conduct that the individual believes requires police intervention.

While law enforcement is the role of the SRO, alternatives to arrest will be used whenever possible and arrest of a student will be a measure of last resort when practical. The SRO’s discretion to act remains the same as that of any other police officer.

**B. Education Including Drug Use Prevention Education** – The SRO shall participate in the school community by becoming a member of the educational team where appropriate and by representing the law enforcement community to build positive relationships with students, their families, and School staff. The SRO is expected to be proactive in creating and taking advantage of educational situations, and School administrators are encouraged to leverage this resource. The SRO will

be trained in Drug Use Prevention education systems and will be available to provide counseling to students as needed.

**C. Fostering Positive School Climate/Crime Prevention** – One of the primary roles that the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities in consultation with School administration, teachers, and students. The SRO will strive to build a school culture of open communication and trust between and among students and adults by focusing on the SRO getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, facility security checks, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. The SRO may also complete security surveys analyzing the physical safety of School properties and facilities.

## **V. ORGANIZATIONAL STRUCTURE**

**A. Composition** – The SRO Program will consist of full time and/or part-time Avon Lake Police Department (the “Police Department”) personnel who are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the rules and regulations of the School and the Police Department and by all applicable laws, including, but not limited to Ohio Revised Code Section 3313.951. The SROs shall be employees of the City and are subject to all policies and procedures of the Police Department and the City. The authority to assign an officer to an SRO position will remain exclusively with the Chief of Police. If the Superintendent is dissatisfied with an assigned SRO, then the Superintendent may request that the Chief of Police assign a different officer to serve as an SRO. Upon such a request, the Chief of Police will use his best efforts to promptly assign a different officer to serve as the SRO.

**B. Officer Recruitment & Selection** – The Police Department establishes guidelines for the selection of officers to serve as an SRO, in accordance with Paragraph V.A. above. The selection process and appointment of the SRO is completed by the City.

The SRO shall meet the following three general criteria:

1. **Experience as a police officer** – The SRO should generally have a minimum of five years of full-time experience as an Avon Lake police officer or be a non-probationary officer and have five years of full-time experience working with juveniles. The SRO shall have and maintain OPOTA/OHLEG/LEADS certifications and meet annual firearms proficiency and in-service training requirements.

2. **Successful performance** – The SRO shall have proven performance as reflected by prior performance evaluations. The SRO shall be free of significant disciplinary action and maintain physical fitness standards as established by the Police Department. Complaints against the SRO shall follow the normal complaint process of the Police Department and include notice to the appropriate School administrators.
3. **Commitment to community and youth well-being** – The SRO shall have experience working with youth and an interest in student success and juvenile justice, and understanding of child and adolescent development and psychology, and the desire to create a positive school climate. The SRO shall prioritize his/her role as a law enforcement officer charged with providing for the safety of the students and staff as critical for the well-being of the community.

**C. Training Requirements** – All SROs who provide services to the School shall complete training which complies with Ohio Revised Code 3313.951 to include the following:

1. Complete a basic training program approved by the Ohio Peace Officer Training Commission
2. Complete at least forty hours of school resource officer training within one year after appointment to provide those services through one of the following entities as approved by the Ohio Peace Officer training commission:
  - a. The National Association of School Resource Officers
  - b. The Ohio School Resource Officer Association
  - c. The Ohio Peace Officer Training Academy

A certified training program provided by an entity described above shall include instruction that covers responsibilities and/or limitations of SROs, Ohio school laws, this MOU, child development, age-appropriate practices for conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating the SROs into a positive school environment. In addition, it is recommended that all SROs receive additional training on topics such as trending school-based law enforcement, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, and juvenile and education law policy.

## **VI. OPERATIONAL PROCEDURES**

**A. Chain of Command for the SRO** – The SRO shall be ultimately accountable to the Police Department chain of command. However, while on School property, the SRO will be additionally accountable to the Superintendent or building principal or their designee(s), as applicable. Thus, even though the SRO is under the immediate supervision of the Police Department chain of command, the SRO

shall take daily directions for additional duties or assignments from the Superintendent or building principal, as applicable, while assigned at the School. The SRO shall cooperate with the School officials including administrators and faculty and abide by School policy (including School policies related to interrogation or searches by law enforcement), unless contrary to local, state, or federal laws. In the event a conflict arises, Police Department officials and School officials shall work cooperatively on the conflict in order to resolve it.

**B. SRO Duties** – The primary functions of the SRO are to help provide a safe and secure learning environment, provide drug and alcohol prevention counseling, foster a positive school climate, reduce crime, serve as an educational resource, and serve as a liaison between the School and the Police Department. Specific daily assignments to accomplish this function will vary by school. The SRO and the Superintendent or building principal or their designee(s), as applicable, will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, the SRO will never be assigned to duties within School buildings in place of or in lieu of a certified teacher or school administrator.

Basic responsibilities of the SRO will include, but will not be limited to the following:

1. Enforce criminal law and protect the students, staff, and public at large against criminal activity.
2. Foster mutually respectful relationships with students and staff to support a positive school climate.
3. Provide information concerning questions about law enforcement topics to students and staff.
4. Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
5. Coordinate criminal investigative procedures between the Police Department and School administrators.
6. Handle initial police reports of crimes committed on School property when appropriate.
7. Take enforcement action on criminal matters.
8. Attend School special events as needed.
9. Prepare lesson plans as necessary for the instruction provided.
10. Collect data on SRO activities as required by the Police Department.

**C. SRO Uniform** – Normally, the SRO shall be in the prescribed uniform of the day per Police Department policy.

**D. SRO Daily Schedule and Assignments** – The SRO’s daily schedule and assignments shall be determined by the Police Department, in consultation with the School, which shall correspond with the school day for each School building, normally 7:00 a.m. through 3:00 p.m., Monday through Friday.

**E. SRO Absence / Substitution** – If the regular SRO is unavailable, the Police Department may assign a substitute SRO, subject to there being a qualified substitute SRO available. Substitute SROs should, at a minimum, have the same requisite experience as the regular SRO and, ideally, should have had some training in child development, trauma, and conflict resolution in the school environment.

**F. SRO Special Events** – Participation/attendance by the SRO at special events will be determined by the Police Department and the School consistent with this MOU. The School shall give the Police Department reasonable notice of the School’s need for the SRO to participate/attend a special event.

**G. Summer Activity** – SROs may still be involved in some summer and winter break projects with the School as agreed upon by School administrators and the Police Chief, however, SROs will spend the majority of the school break during summer months and winter break assigned to regular patrol duties for the Police Department.

**H. SRO Role in Responding to Criminal Activity** – One of the roles of the SRO, as a law enforcement officer, is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO, however, performs his/her duties mindful of the Parties’ common goal of supporting student success. The SRO shall adhere to all applicable Police Department procedures in regard to criminal and delinquent activity.

All School personnel shall report any acts or threats of violence or other criminal activity that creates a safety risk that occurs on School property to the SRO as soon as practical. Immediate notification to the Police Department via Emergency 911 and/or 440-933-4567 shall be made for all life-threatening emergencies. SROs and School officials shall discuss and agree in writing on what levels of violent activity would prompt School officials to notify the SROs. This information will be conveyed to all School staff. In turn, SROs will inform School administration of all criminal activity they observe on School property.

The following procedures will help the SRO be as effective as possible in this role:

1. For any offense on School property committed by students, the SRO will endeavor to avoid arrest and criminal charges for misdemeanor and delinquent activity when appropriate in the SRO’s discretion. Certain offenses (felonies), such as sex offenses, weapons offenses, and any

offenses of violence, will normally require the filing of charges but should be evaluated on a case-by-case basis including consultation with the Police Department Division Commander and the Prosecutor (when appropriate). The SRO will inform the Superintendent of any arrest made. The SRO's power to arrest will be governed by the Ohio Revised Code.

2. The SRO and School officials shall utilize de-escalation techniques and conflict resolution to serve as an alternative to arrest when appropriate.
3. The SRO shall abide by applicable School policies including policies related to interrogations and searches of students.

**I. SRO Role in School Policy Violations** – The SRO is not a School disciplinarian and violations of the School's Student Handbook/Student Code of Conduct and/or the School's policies and rules that are not criminal or delinquency matters will be handled by School faculty and staff, not the SRO. The SRO shall not directly intervene unless the situation is an imminent threat to the health, safety, or security of the student, or another person on School property and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate School administrator. The SRO shall report School policy violations through the proper channels to be handled by School administration. The SRO will become familiar with the Student Handbook/Code of Conduct and Athletic Code of Conduct but will not enforce the rules in these documents.

**J. Data Collection** – SROs shall submit a monthly (or such other interval as mutually agreed by the Parties) activity report to the Superintendent, building principals, and the Police Chief. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system. Such activity report shall be submitted in form and substance as mutually agreed by the Parties.

**K. Sharing of Information and Confidentiality** – Notwithstanding anything to the contrary contained in this MOU, sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, Police Department Policy, School policies, and other applicable local, state, or federal laws.

1. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
2. If the SRO is aware of information regarding a student that is officially obtained by the Police Department that evidences the student is in violation of School policies (including but not limited to the Student Handbook/Code of Conduct or Athletic Code of Conduct), the SRO shall promptly forward that information to School administration.

3. If a juvenile is an uncharged suspect in a crime, his/her information shall not be released unless authorized by the Police Chief (or designee) and in accordance with applicable laws.
4. Information which the SRO obtains from School personnel which deals with criminal or possible criminal intelligence shall be submitted in compliance with Police Department policy and applicable student privacy laws. Both Parties understand and acknowledge that in accordance with applicable student privacy law, the Police Department may need to obtain a subpoena for certain student information the SRO obtains from school personnel.
5. Hearsay information or rumors may be used in compliance with Police Department policy to validate or evaluate the need for further investigation.
6. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the School's property shall be relayed to the police department of jurisdiction.
7. When any felony occurs or any crime that prompts a Public Information Officer (PIO) response from the School, Police Department, or the City, or if a School building is evacuated, the SRO shall contact his/her immediate supervisor as soon as possible.
8. The SRO shall have access to any public records maintained by the School to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.
9. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws, including but not limited to the Family Education Rights and Privacy Act of 1974 ("FERPA") (20 U.S.C. 1232g; 34 C.F.R. Part 99) and the Individuals with Disabilities Education Improvement Act ("IDEIA"). Student information and educational records shall remain confidential to the maximum extent allowed by the law. Notwithstanding anything to the contrary contained in this MOU, unauthorized disclosure of confidential information in violation of FERPA, IDEIA, or Ohio law shall be a material breach of this MOU and shall constitute grounds for the School to terminate this MOU. The provisions of this section shall survive the expiration or termination of this MOU. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, School officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the

information to meet the emergency situation; and the extent to which time is of the essence. Otherwise, education records will only be provided to the SRO pursuant to a court order lawfully issued, subpoena, or other exception allowed by FERPA. Records created by the SRO, including incident reports, are not considered educational records of students.

**L. SRO Role in Personal, Locker, Vehicle, and Other Searches** – The SRO will participate in a search of a student’s person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act, and the search is reasonable in its scope. The SRO will not ask a School employee to conduct a search for law enforcement purposes. Unless there is a serious immediate threat to student, teacher, public, or school safety, the Superintendent in concert with the building principal shall have final authority in the building. The SRO will perform searches independent of the School administration only during emergency situations and where criminal activity is suspected.

1. Strip searches of students are prohibited.
2. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of students.

**M. SRO Limits on Interrogations and Arrests**

1. Interrogations – The SRO may participate in the questioning of a student about conduct that could result in criminal charges or delinquency proceedings only after informing the student of his or her Miranda rights in age-appropriate language and attempting to contact the student’s parent(s) or guardian(s) and after complying with the School’s policy regarding interrogations. Unless circumstances prevent it (in which case School administrators will be allowed to be present for interrogation unless compelling reasons exist otherwise), parents/guardians will be allowed sufficient time to arrive at school to be present for an interrogation.
2. Arrests
  - a. Building principals and the Superintendent or their designee(s) shall be consulted prior to an arrest of a student when practical; the SRO retains authority over arrest decisions.
  - b. The student’s parent(s) or guardian(s) shall be notified of the student’s arrest immediately or as soon as practical and in a timely manner.
  - c. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use force or restraints on



students. Any use of force or restraints on students shall be used in compliance with the law and Police Department policy.

**N. SRO Role in Critical Incidents** – The SRO will be familiar with the emergency operations manual of the School. During critical incidents occurring when the SRO is present, the SRO shall act as a liaison between School administration, police personnel, and other emergency resources, if practical.

**O. SRO Role in Truancy Issues** – Truancy will be handled by School personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

**P. Transporting Students** – The SRO shall not transport students except when the students are victims of a crime, under arrest, or some other emergency circumstance exists.

## **VII. SCHOOL DISTRICT RESPONSIBILITIES**

The School shall provide SROs the following support and materials and make available the following facilities, which are deemed necessary to the performance of the SRO's duties:

- A.** Access to a properly lighted private office, which shall contain a telephone and a secure computer and printer, which may be used for general business purposes
- B.** A location for files and records which can be properly locked and secured
- C.** A desk with drawers, chair, worktable, filing cabinet, and office supplies
- D.** The opportunity for the SRO to address teachers, School administrators and student families about the SRO program, goals, and objectives
- E.** The opportunity to provide counseling to students and to provide input regarding criminal justice problems relating to students
- F.** The opportunity to address teachers and School administrators about criminal justice problems relating to students during in-service workdays
- G.** The District Emergency Operations Manual, Crisis Plan, Student Handbook / Code of Conduct or Athletic Code of Conduct and other related materials as deemed appropriate
- H.** School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families

- I. Provide training to teachers, administrators, staff, and the SRO about when to directly involve the SRO with student misconduct and about available alternatives to arrest

**Crisis Planning** – Lock down drills shall be included as part of the School’s preparedness plan. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO shall also consult on crisis plans, including providing proposed updates to School crisis plans based on the SRO’s experience and training.

## **VIII. REVIEWING THE MOU AND THE SRO PROGRAM**

The Parties shall review this MOU and the SRO Program annually and may mutually agree to make amendments as needed. Any such amendments to this MOU shall be written and executed by both Parties.

## **IX. FUNDING**

### **A. Funding by the City of Avon Lake**

Fifty percent (50%) of salary, benefits, and overtime costs for the SRO whether incurred during the school year or at other times of the year.

### **B. Funding by the Avon Lake City School District**

Fifty percent (50%) of salary, benefits, and overtime costs for the SRO whether incurred during the school year or at other times of the year.

### **C. Drug Use Prevention Grant / Grant Funding**

1. The Police Department will apply for the Drug Use Prevention Grant annually based upon the number of hours the School indicates it will provide for the SROs to perform duties for which grant funds are allowed.
2. The School shall provide the educational materials selected for the SROs associated with the drugs education programs and any other educational materials that may be needed for grant funding.
3. The Police Department and School both agree to mutually pursue any grants that may be available to help offset and defer any costs associated with the SRO program.
4. Any grant funds received will be used to equally defer the financial responsibilities of both the Police Department and School as they relate to the funding of the SRO Program.

## **X. TERM & TERMINATION**

The initial term of this MOU shall be effective beginning on \_\_\_\_\_, 2024, and shall continue in effect until and through \_\_\_\_\_, 2025, unless earlier terminated as set forth herein below.

Upon the expiration of the initial term or any renewal term of this MOU, this MOU shall automatically renew for a period of one year, unless earlier terminated as set forth herein below. During any renewal term, the terms, conditions, and provisions set forth in this MOU shall remain in effect unless amended in accordance with this MOU.

If either Party commits a material breach of its obligations under this MOU, the other Party may terminate this MOU by giving the breaching Party at least 7 days' prior written notice, except that any such notice will not result in termination of this MOU if the breaching Party cures that breach to the satisfaction of the non-breaching Party before the 7-day period elapses.

Either Party may terminate this MOU for any reason or no reason by giving the other Party at least 60 days' prior written notice of such termination.

## **XI. MISCELLANEOUS**

**A. Insurance** – The Parties agree that in order to protect themselves, they each shall maintain and keep in full force and effect, general liability insurance in amounts typically in place for cities and school systems of comparable size and risk profile as the Parties, but in no event less than the amounts currently in place. In addition, the City shall maintain automobile liability and police professional liability insurance that will fully protect the Parties against claims of any and all persons arising out of or resulting from the SRO Program in amounts typically in place for cities of comparable size and risk profile as the City, but in no event less than the amounts currently in place. The Parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the Parties.

**B.** All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees.

**C.** All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code Section 2151.421.

**D. Entire Agreement** – This MOU constitutes the entire agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement executed by both of the Parties.

**E. Notice** - Any notices required to be given pursuant to this MOU shall be made by U.S. Mail or electronic mail to the following:

City of Avon Lake Police Department  
Chief Vincent Molnar  
32855 Walker Road, Avon Lake, OH 44012  
440-930-4116 / [vmolnar@avonlakepolice.org](mailto:vmolnar@avonlakepolice.org)

Avon Lake City School District  
Joelle Magyar,  
Superintendent of the Avon Lake City School District  
175 Avon Belden Road, Avon Lake, Ohio 44012  
440-933-6210 / [Joelle.Magyar@alcsdh.org](mailto:Joelle.Magyar@alcsdh.org)

**F. Governing Law** - This MOU shall in all respects be interpreted, construed, and governed by and in accordance with the laws of the State of Ohio.

**G. Severability** - If any portion of this MOU proves to be invalid or unconstitutional, the same shall not be held to invalidate or impair the validity, force or effect of any other portion of this MOU, unless it clearly appears that such other portion is wholly or necessarily dependent for its operation upon the portion so held invalid or unconstitutional.

**H. Waiver** - The waiver by either Party of a breach or violation of any provision of this MOU shall not operate or be construed to be a waiver of any subsequent breach thereof.

**I. Assignment** - Neither Party shall have the right to assign this MOU without the prior written consent of the other Party.

**IN WITNESS WHEREOF**, the City and the School have caused this MOU to be executed by their respective and duly authorized officers or representatives on the dates set forth below.

**FOR THE CITY OF AVON LAKE, AUTHORIZING ORDINANCE NUMBER:**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Mayor

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Chief of Police

**FOR THE AVON LAKE CITY SCHOOL DISTRICT**

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Treasurer

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Avon Lake School Board President