



CITY OF AVON LAKE

150 Avon Belden Road
Avon Lake, Ohio

COLLECTIVE COMMITTEE MEETING

Council Chamber
October 13, 2020
6:30 P.M.

NATURAL RESOURCES, ENVIRONMENTAL & PUBLIC MEDIA COMMITTEE

- Cooperative Service Agreement with U.S. Department of Agriculture for the 2020/2021 Deer Management Program

PLANNING COMMISSION

- Krebs Road PUD - Revised General Development Plan
- Ilg Family Park - Conditional Use
- 58 West Shore Road - Conditional Use
- United Model Homes - Rezone from R1 to R2 Multi-Family
- South Port Subdivision No. 1 - Final Plat

Second Readings:

Temporary Legislation #11418R, establishing a new chapter of the Codified Ordinances entitled Community Relations Board and repealing Chapter 290 of the Codified Ordinances entitled Affirmative Action Commission.

Temporary Legislation #11419, denouncing all forms of racism, homophobia, sexism, agism, xenophobia, religious discrimination and disability discrimination and reaffirming the City's policies and practices of being welcoming to all people.

First Readings:

As determined at the Collective Committee Meeting.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

PUBLIC INPUT

ADJOURNMENT



VOTING ORDER

K. Zuber
Z. Arnold
B. David
J. Fenderbosch
D. Kos
M. O'Donnell
M. Spaetzel

CITY OF AVON LAKE

150 Avon Belden Road
Avon Lake, Ohio

The following business is to be considered at the rescheduled meeting of the Avon Lake City Council on October 13, 2020 immediately following Collective Committee Meeting in the Council Chamber.

Pledge of Allegiance

Roll Call: Mr. Arnold, Mrs. David, Mrs. Fenderbosch, Mr. Kos, Mr. O'Donnell, Mr. Spaetzel, Mr. Zuber, Mayor Zilka, Law Director Ebert, Finance Director Presley, Public Works Director Reitz.

Approval of Minutes: September 28, 2020 Council Meeting.

Correspondence

Reports

Mayor/COVID-19
Council President

Audience Participation

Motions

Approving the composition of the 2020/2021 Standing Committees of Avon Lake City Council - M. O'Donnell.

Confirming the recommendation of Planning Commission to permit a Conditional Use for the Ilg Family Park - J. Fenderbosch.

→Suspension of the rule requiring three readings

Confirming the recommendation of Planning Commission to permit a Conditional Use for 58 West Shore Road - J. Fenderbosch.

Accepting the resignation of James Motz from the Zoning Board of Appeals effective September 22, 2020 - M. O'Donnell.

Legislation

Second Readings:

Temporary Legislation #11418R, establishing a new chapter of the Codified Ordinances entitled Community Relations Board and repealing Chapter 290 of the Codified Ordinances entitled Affirmative Action Commission.

Temporary Legislation #11419, denouncing all forms of racism, homophobia, sexism, ageism, xenophobia, religious discrimination and disability discrimination and reaffirming the City's policies and practices of being welcoming to all people.

First Readings:

Temporary Legislation #11425, authorizing a cooperative service agreement between the City of Avon Lake and the U.S. Department of Agriculture related to the Deer Management Plan. →

Temporary Legislation #11426, confirming the recommendation of the Planning Commission for the Krebs Road PUD revised general development plan.

Temporary Legislation #11427, to rezone PPN 04-00-017-101-090 and PPN 04-00-017-101-066.

Temporary Legislation #11428, approving the final plat for South Port Subdivision No. 1.

Miscellaneous Business and Announcements

Public Input

Adjournment

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING A NEW CHAPTER OF THE
CODIFIED ORDINANCES ENTITLED COMMUNITY RELATIONS
BOARD AND REPEALING CHAPTER 290 OF THE CODIFIED
ORDINANCES ENTITLED AFFIRMATIVE ACTION COMMISSION.

WHEREAS, it has been recommended by the Human Resources Committee that a new chapter in the Codified Ordinances be established to analyze civil service testing and recruitment procedures, review and evaluate departmental policies of inclusion and diversity training, support the community's efforts to recruit, orientate, and retain roles for any protected classes, and encourage and support safe and sound performance and management practices;

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

Section No. 1: That there is hereby established the Community Relations Board. That the Board shall consist of the Law Director, Finance Director, HR Director, Chairperson of the Human Resources Committee, and two community members.

Section No. 3: That ~~the two one of the~~ community members shall be appointed by Council ~~and the other appointed by the Mayor and confirmed by Council~~ for a two-year term.

Section No. 4: That for matters of state and federal funding, the Finance Director is hereby appointed to serve as Fair Housing Officer, Equal Opportunity Officer, and Complaint Officer.

Section No. 5: That the Board shall meet at a minimum annually.

Section No. 6: That the Board will work with the residents, businesses, organizations, faith-based institutions, and Building Department and/or Zoning to promote and enforce Fair Housing and ADA objectives, initiatives, and laws.

Section No. 7: That Chapter 290 of the Codified Ordinances entitled Affirmative Action Commission is hereby repealed.

Section No. 8: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such formal actions, were in meetings open to the

public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 9: That this Ordinance shall be in full force and effect from and after the earliest period allowed by law.

1st reading: 9/28/2020

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

ORDINANCE NO. _____

A RESOLUTION DENOUNCING ALL FORMS OF RACISM, HOMOPHOBIA, SEXISM, AGEISM, XENOPHOBIA, RELIGIOUS DISCRIMINATION AND DISABILITY DISCRIMINATION AND REAFFIRMING THE CITY'S POLICIES AND PRACTICES OF BEING WELCOMING TO ALL PEOPLE IRRESPECTIVE OF RACE, SEXUAL ORIENTATION, GENDER, NATION OF ORIGIN, RELIGION OR DISABILITY STATUS OR ANY OTHER IMMUTABLE CHARACTERISTIC.

WHEREAS, the Declaration of Independence states:

“all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are life, liberty and the pursuit of happiness”and our Pledge of Allegiance affirms the ideal of liberty and justice for all....”

WHEREAS, Avon Lake is a community for All Generations that values inclusivity and diversity amongst its people; and

WHEREAS, such diversity is an integral part of the fabric of our community, which makes Avon Lake such a desirable place to live, learn, work, shop, play, and worship; and

WHEREAS, Avon Lake is committed through our elected officials and safety forces to safeguard our community against the myriad of harms that discrimination causes and ensuring that the Constitutional rights of every person in Avon Lake are protected; and

WHEREAS, Avon Lake is committed to an ethos that supports and provides for fairness and equality for all; and

WHEREAS the City Council and Mayor wish to publicly restate its opposition to all other forms of discrimination and bigotry against people; and

WHEREAS, the City Council and Mayor wish to restate our local government's commitment that it is a community that welcomes all people, irrespective of any immutable characteristic; and

WHEREAS, the City Council and Mayor reaffirm and rededicate ourselves to the values of the Declaration of Independence, United States Constitution, Civil Rights Act, Equal Pay Act, Americans with Disabilities Act, Age Discrimination in Employment Act, and any and all other Federal and State laws against discrimination;

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

Section No. 1: That the Avon Lake government will not abide by acts of racism, intolerance, and unlawful discrimination and denounces such actions in the strongest terms.

Section No. 2: That the Avon Lake government shall continue its policies and practices of being welcoming to all people irrespective of race, sexual orientation, gender, nation of origin, religion, disability status or any other immutable characteristics which have no bearing on the content of a person's character.

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

Section No. 4: That this Resolution shall be in full force and effect from and after the earliest period allowed by law.

1st reading: 9/28/2020

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING A COOPERATIVE SERVICE AGREEMENT BETWEEN THE CITY OF AVON LAKE AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE RELATED TO THE DEER MANAGEMENT PLAN AND DECLARING AN EMERGENCY.

WHEREAS, the overpopulation of white-tailed deer within the City of Avon Lake negatively impacts public health and safety primarily due to an excessive number of deer-related vehicular accidents, as well as destruction of natural habitats and biodiversity, increases the risk of disease transmission to humans from deer parasites, and damage to private and public property; and

WHEREAS, it has been determined that it is in the best interest of the City to implement a comprehensive deer management plan to reduce the deer population of the City to a level that is acceptable from a safety and nuisance perspective and thereafter to maintain the deer population at such level; and

WHEREAS, as part of the City's comprehensive deer management plan, it is necessary to authorize a cooperative service agreement with the United States Department of Agriculture, Animal and Plant Health Inspection Service, as recommended by the Environmental Committee of City Council;

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

Section No. 1: That the Mayor be and he hereby is authorized and directed to enter into a Cooperative Service Agreement with the United States Department of Agriculture, Animal and Plant Health Inspection Service as part of a comprehensive deer management plan at a cost not to exceed \$32,058.00, a copy of which proposed agreement is attached hereto and incorporated herein by reference.

Section No. 2: That the Mayor be and he hereby is authorized to execute and deliver on behalf of the City any and all instruments he may deem necessary or advisable to implement the Cooperative Service Agreement

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 conducted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal actions, were in meetings open to the

public, in accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 4: That this Ordinance is hereby declared to be an emergency measure necessary to protect the health and safety of the City's residents, the emergency being the necessity to begin the process of reducing the deer population while conditions are favorable. Therefore, this Ordinance shall be in full force and effect immediately after its passage and approval by the Mayor.

PASSED: _____
_____ President of Council

POSTED: _____
_____ Approved

ATTEST: _____
Clerk of Council _____ Mayor

COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF AVON LAKE (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to allow for reimbursement of funds expended by the APHIS-WS program while assisting the Cooperator with their White-tailed Deer Management Plan as detailed in the attached work plan and financial plan.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

COOPERATOR:

Joseph Reitz, Director of Public Works
The City of Avon Lake
150 Avon Belden Road
Avon Lake, Ohio 44012
Phone: (440) 933-6141 x1200
Fax: (440) 930-4107

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermittees if applicable.
9. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

USDA/APHIS/WS:
Andrew J. Montoney, State Director
USDA, APHIS, WS
4469 Professional Parkway
Groveport, Ohio 43125
Phone: (614) 993-3444
Email: Andrew.j.montoney@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator **monthly** for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the

accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

5. To provide the Cooperator with an estimate of APHIS WS deer damage management expenditures prior to May 1, 2021.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on **October 1, 2020** and shall continue through **July 31, 2021**. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 30 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 34-6000166
APHIS-WS's Tax ID: 41-0696271

COOPERATOR:

Gregory J. Zilka, Mayor
City of Avon Lake
150 Avon Belden Road
Avon Lake, Ohio 44012
Phone: (440) 930-4100
Fax: (440) 930-4107

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Andrew J. Montoney, State Director
USDA, APHIS, WS
4469 Professional Parkway
Groveport, Ohio 43125
Phone: (614) 993-3444
Email: Andrew.j.montoney@usda.gov

Date

Willie D. Harris
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

Date

WORK PLAN

In accordance with the Cooperative Service Agreement between the City of Avon Lake and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

To assist the CITY OF AVON LAKE with meeting the objectives of their White-tailed Deer Management Plan.

Plan of Action

This work plan is contingent upon an approved deer management plan between the CITY OF AVON LAKE and the Ohio Division of Wildlife, and the resulting permit issued by the Ohio Division of Wildlife and the issuance of an Avon Lake Municipal Deer Control Permit (MDCP) by the Avon Lake Chief of Police or his/her designee.

Through the implementation of management measures described below, APHIS WS will assist the CITY OF AVON LAKE with the sharpshooting and baiting portion of their White-tailed Deer Management Plan. These objectives are to help reduce damage and public safety threats caused by white-tailed deer in the CITY OF AVON LAKE.

APHIS WS employees will be used to assist with the baiting and sharpshooting portion of the White-tailed Deer Management Plan of the CITY OF AVON LAKE. WS will coordinate with the CITY OF AVON LAKE project coordinator to inspect, propose and certify baiting and shooting zones to be used. APHIS WS personnel will prepare and arrange any necessary deer damage management equipment. WS will conduct removal of white-tailed deer from the CITY OF AVON LAKE using rifles equipped with noise-suppression devices. WS will collect and transport whole carcasses to a predetermined CITY OF AVON LAKE facility and process deer (eviscerate/gut). WS will collect all data; live weight, sex, age, fetus counts. WS will obtain a processor/butcher to prepare and package the meat for donation to a charity of the CITY OF AVON LAKE'S choice. WS will invoice the CITY OF AVON LAKE as part of this agreement for a predetermined rate negotiated by WS with the processor/butcher for up to 50 deer. The 50 deer referenced may not represent the number of deer that will be removed for a given year and instead is used as a place holder to estimate processor/butcher costs. The ODW permitted number of deer to be removed could be less than 50 deer for the year and the CITY OF AVON LAKE would only be invoiced for the deer removed. If more than 50 deer are requested for processing and available funds can not cover the cost, a written/signed revision to this agreement would be needed to cover those additional processor/butcher costs. WS will deliver deer to the processor/butcher the following morning after removal efforts. WS will conduct removal activities between November 1, 2020 and March 31st 2021. Every effort will be made to conduct removal activities during this time period but activities are contingent upon weather conditions and site availability.

At the request of the CITY OF AVON LAKE, APHIS WS will also conduct a FLIR ground deer count between November 1, 2020 and March 30, 2021.

CITY OF AVON LAKE will be responsible for the following:

- Obtain Deer Permits from ODW and any other necessary authorizations naming APHIS WS as subpermittee.
- Provide a Project Coordinator during all phases of the project. The Project Coordinator shall be present and reachable via cellular phone during removal activities.
- Provide a centralized site for the storage of carcasses during nightly operations with the following minimum specifications: Enclosed garage or outbuilding with cement floor, drain, running water with standard hose connection, electricity and table or writing surface.
- Provide yearly white-tailed deer population estimates.
- CITY OF AVON LAKE law enforcement shall verify that shooting areas are closed and empty of visitors ½ hour prior to removal operations.
- CITY OF AVON LAKE law enforcement shall be available during removal operations and in direct communications with APHIS WS.
- CITY OF AVON LAKE will ensure the Lorain County Metroparks is aware of sharpshooting activities in Kopf Family Reservation and will provide that notification in writing or by email and a copy of that correspondence shall be provided to APHIS WS.
- CITY OF AVON LAKE shall obtain a signed WS WID form or Lorain County Metroparks permit from the Lorain County Metroparks as needed for sharpshooting activities occurring within or near the perimeter of Kopf Family Reservation and shall provide a copy to APHIS WS.
- CITY OF AVON LAKE understands that work inside Kopf Family Reservation is contingent upon enough area for APHIS WS to operate without having to utilize lands owned by Lorain County Metroparks and that those sites must be agreed upon by APHIS WS and the CITY OF AVON LAKE before sharpshooting activities can begin.
- CITY OF AVON LAKE ensures a plan is in place to retrieve deer from properties in Kopf Family Reservation owned by Lorain County Metroparks in the rare event that deer removed by sharpshooting expire on their property and shall provide a copy of the agreed upon document to APHIS WS . If permits or permission is needed to accomplish the plan the CITY OF AVON LAKE will obtain the permits or permission (WS WID forms and/or other) and provide a copy to APHIS WS prior to any sharpshooting activities within or near the perimeter of Kopf Family Reservation.

- CITY OF AVON LAKE shall arrange for donation of the meat and provide WS with that information to provide to the processor/butcher.
- CITY OF AVON LAKE shall maintain records as required by ODW and report results to ODW and APHIS WS upon completion of the program.

Monitoring of Accomplishments

APHIS WS will provide a final annual report to the City of Avon Lake no later than April 30 of the removal year.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$16,318
Travel		0
Vehicles		\$995
Other Services		\$4250
Supplies and Materials		\$1050
Equipment		\$2,600
Subtotal (Direct Charges)		\$25,213
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$2,773
Indirect Costs	16.15%	\$4,072
Aviation Flat Rate Collection		
Agreement Total		\$32,058

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$32,058. APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement. The final monthly invoice is expected to arrive by the end date of this agreement, but due to adjustments and potential delays in final charges clearing the financial process, the final bill may be delayed.

Financial Points of Contact:

Steven J. Presley
 City of Avon Lake
 150 Avon Belden Raod
 Avon Lake, Ohio 44012
 Phone: (440) 933-6141
spresley@avonlake.org

Patricia De Graff,
 USDA, APHIS, WS
 4469 Professional Parkway
 Groveport, Ohio 43125
 Phone: (614) 993-3444
Patricia.a.degraff@usda.gov

BY: Mrs. Fenderbosch

TEMP NO: 11426

ORDINANCE NO. _____

AN ORDINANCE CONFIRMING THE RECOMMENDATION OF
PLANNING COMMISSION FOR THE KREBS ROAD PUD REVISED
GENERAL DEVELOPMENT PLAN AND DECLARING AN EMERGENCY.

WHEREAS, the Planning Commission has, at its meeting of October 6, 2020, recommended that the Krebs Road PUD Revised General Development Plan be approved; and

WHEREAS, Council has determined that the recommendation of the Planning Commission should be confirmed;

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

Section No. 1: That, in accordance with Section 1252.09(d)(4) of the Codified Ordinances, the recommendation of the Planning Commission that the Krebs Road PUD Revised General Development Plan is hereby confirmed.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure to allow the developer to move forward with the project during the construction season to further the economic growth of the City, thus for the health, safety, and welfare of the residents of Avon Lake. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading:

2nd reading:

3rd reading:

PASSED: _____
_____ President of Council

POSTED: _____
_____ Approved

ATTEST: _____
Clerk of Council _____ Mayor

BY: Mrs. Fenderbosch

TEMP NO: 11427

ORDINANCE NO. _____

AN ORDINANCE TO REZONE PERMANENT PARCEL NUMBER
04-00-017-101-090 AND PERMANENT PARCEL NUMBER
04-00-017-101-066 FROM AN R-1 SINGLE FAMILY RESIDENTIAL
DISTRICT TO AN R-2 MULTI-FAMILY RESIDENTIAL DISTRICT AND
DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has, at its meeting of October 6, 2020, approved a request to rezone Permanent Parcel Number 04-00-017-101-090, known as 544 Avon Belden Road and Permanent Parcel Number 04-00-017-101-066, known as 550 Avon Belden Road;

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

Section No. 1: That Permanent Parcel Number 04-00-017-101-090 and Permanent Parcel Number 04-00-101-066 (Exhibit A), which is presently zoned an R-1 Single Family Residential District, be and it is hereby zoned as R-2 Multi-Family Residential District.

Section No. 2: That the official zoning map and the Planning and Zoning Code of the City of Avon Lake be, and it is hereby amended accordingly, and the Municipal Engineer is directed to make the necessary changes thereto.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure to allow the property owners to effectuate the transfer of these parcels and expand the economic development of Avon Lake, thus for the public welfare of Avon Lake residents. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading:

2nd reading:

3rd reading:

PASSED: _____
_____ President of Council

POSTED: _____
_____ Approved

ATTEST: _____
Clerk of Council _____ Mayor

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

TELEPHONE: (216) 251-3033
FACSIMILE: (216) 251-5149
EMAIL: reitzeng@stratos.net

Stuart W. Saylor, P.E., P.S., *President*
James T. Saylor, P.E., P.S. *Vice Pres.*
Linda S. Rerko, *Sec.-Treas.*

September 23rd, 2002

Description of Parcel "A" on Avon-Belden Road (NORTH PARK DEVELOPERS, LLC)

Situated in the City of Avon Lake, County of Lorain and State of Ohio, and known as being part of Original Avon Township Section No. 17, and bounded and described as follows:

Beginning at a 5/8" iron pin in a monument box on the centerline of Walker Road, at its intersection with the centerline of Avon-Belden Road;

Thence S. 0degrees 56' 30" W., along the centerline of Avon-Belden Road, a distance of 784.30 feet to the Southeasterly corner of a parcel of land conveyed to Briarwood Investments, Inc., by deed recorded in Volume 1478, Page 744 of Lorain County Official Records;

Thence N. 89degrees 28' 52" W., along the Southerly line of land so conveyed to Briarwood Investment, Inc., a distance of 30.00 feet to a 5/8" capped (Reitz Eng) iron pin set on the Westerly line of Avon-Belden Road and the principal place of beginning;

Thence S. 0degrees 56' 30" W., along the Westerly line of Avon-Belden Road, a distance of 150.67 feet to a 5/8" capped (Reitz Eng) iron pin set on the Northerly line of a parcel of land conveyed to Ruth E. Willson, by deed recorded in Volume 1056, Page 492 of Lorain County Official Records;

Thence N. 89degrees 30' 38" W., along the Northerly line of land so conveyed to Ruth E. Willson, a distance of 470.15 feet to a 3/4" iron pipe found at the Southeasterly corner of a parcel of land conveyed to The City of Avon Lake, by deed recorded in Volume 1177, Page 711 of Lorain County Records of Deeds;

Thence N. 0degrees 51' 09" E., along the Easterly line of land so conveyed to The City of Avon Lake in Volume 1177, Page 711, a distance of 310.91 feet to a 5/8" capped (Reitz Eng) iron pin set on the Westerly prolongation of a Northerly line of land conveyed to Briarwood Investments, Inc., as aforesaid;

Thence S. 89degrees 28' 52" E., along said Westerly prolongation, a distance of 210.22 feet to a 5/8" capped (Reitz Eng) iron pin set at a Northwesterly corner of land so conveyed to Briarwood Investments, Inc.;

Thence S. 0degrees 56' 30" W., along the Westerly line of land so conveyed to Briarwood Investments, Inc., a distance of 160.00 feet to a 5/8" capped (Reitz Eng) iron pin set at the Southwesterly corner thereof;

Thence S. 89degrees 28' 52" E., along the Southerly line of land so conveyed to Briarwood Investments, Inc., a distance of 260.41 feet to the principal place of beginning, and containing 2.3996 acres (104,526 square feet) of land, according to a survey by The Henry G. Reitz Engineering Company, James T. Sayler, Registered Surveyor No. S-7425, dated September, 2002, be the same more or less, but subject to all legal highways and easements of record.

All bearings are based on an assumed meridian and are used to denote angles only.

THE HENRY G. REITZ ENGINEERING COMPANY

Civil Engineers & Surveyors

Stuart W. Sayler, *P.E., P.S., Pres.*

4214 Rocky River Drive

TELEPHONE: 216-251-3033

James T. Sayler, *P.E., P.S., Vice Pres.*

Cleveland, Ohio 44135

EMAIL: reitz@reitzeng.com

Linda S. Rerko, *Sec. & Treas.*

December 6th, 2019

Deed Description of Willson Property to be Rezoned

situated in the City of Avon Lake, County of Lorain and State of Ohio:
and known as being part of Original Avon Township Section No. 17, and
bounded and described as follows: Beginning in the center line of the Avon-Belden
Road at the Southeast corner of land conveyed to Edward Mitchell, Jr. et al by deed
dated March 2, 1912, and recorded in Volume 123, Page 531 of Lorain County Deed
Records; thence South 89degrees 15' West along the southerly line of said land so
conveyed to Edward Mitchell, Jr. et al as aforesaid about 529.80 feet to the Northeast
corner of land described in the deed to Rudolph Kihm dated September 7, 1923, and
recorded in Volume 198, Page 8 of Lorain County Deed Records; thence South 1 degree
7' West along the easterly line of said land so conveyed to Rudolph Kihm as aforesaid
177 feet; thence North 89degrees 15' East about 528.62 feet to the center line of said
Avon-Belden Road; thence northerly along the center line of said Avon-Belden Road
about 177 feet to the place of beginning, and containing about 2.15 acres of land, be the
same more or less, but subject to all legal highways. Excepting therefrom 0.122 acres
of land to the City of Avon Lake as recorded in deed volume 1344 page 578 of Lorain
County Recorder's Record.

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE FINAL PLAT FOR SOUTH PORT
SUBDIVISION NO. 1 AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has, at its meeting of October 6, 2020,
approved the final plat for South Port Subdivision No. 1;

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

Section No. 1: That the final plat for South Port Subdivision No. 1, consisting of 33 residential lots on 13.6189 acres located south of Walker Road between Lear Road and Treeside Lane in an R-1 Single-Family Residence District, submitted to and approved by Planning Commission and referred to this Council, be and it is hereby approved subject to a \$72,059.21 credit to be applied toward fees for construction inspections, grading plans, and building permits pertaining to the South Port Subdivision in exchange for the enclosure of a portion of Gable Creek.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, to allow for the timely recording of the final plat to prevent unnecessary delay in the mortgage closings of homes and to allow the City to begin collecting taxes on these properties to add to the revenue of the City, thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor