



## **CITY OF AVON LAKE**

150 Avon Belden Road  
Avon Lake, Ohio 44012

### **COLLECTIVE COMMITTEE MEETING**

Council Chamber

June 16, 2025

7 p.m.

#### **PUBLIC SERVICE COMMITTEE, *Chair Jennifer Fenderbosch***

1. Request for Qualifications (RFQ) for Country Club Drive Bridge Design
2. Bid Award for 2025 Crack Seal Program
3. 2025 Water Bundle Project Cooperative Agreement
4. Ohio Public Works Commission (OPWC) Annual Application
5. Bid Award to Terminal Ready-Mix
6. Bid Award to Westview Concrete Corp.
7. Bid Award to Holcim Quarries NY, Inc.
8. Bid Award to Area Aggregates, LLC
9. Bid Award to Kokosing Materials, Inc.
10. Contract Administration for Walker Road, Phase 5, to Bramhall
11. Design Services and Bid Assistance for Walker Road, Phase 6, to Bramhall
12. Design Services and Bid Assistance for 2026 Road Program to Bramhall

#### **PLANNING COMMISSION, *Council Representative Geoff Smith***

1. Preliminary Plat for Avon Center Estates No. 2, Phase VI
2. Final Plat for Sandridge Run
3. Final Plat for Port Side Townhouse Subdivision

#### **SHORT-TERM RENTAL AD HOC COMMITTEE**

1. Discussion on Short-Term Rentals

#### **LEGISLATION**

##### **Third Reading:**

**Ordinance No. 25-109, AN ORDINANCE AMENDING PLANNING AND ZONING CODE SECTIONS 1214, 1224, 1226, 1234, AND 1236. *Sponsor: G. Smith***

## **Second Readings:**

**Ordinance No. 25-112, AN ORDINANCE ENACTING CODIFIED ORDINANCE CHAPTER 1470: DEMOLITION. *Sponsor: A. Gentry***

**Ordinance No. 25-113, AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 1438: LICENSING OF CONTRACTORS DEFINED, AND CODIFIED ORDINANCE CHAPTER 1468: UNSAFE BUILDINGS. *Sponsor: A. Gentry***

**Resolution No. 25-115, A RESOLUTION ADOPTING AND DECLARING THE 2026 TAX BUDGET AND DECLARING AN EMERGENCY. →*Sponsor: K. Zuber***

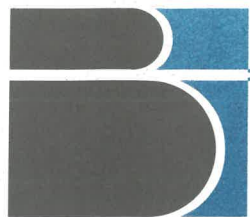
**Ordinance No. 25-116, AN ORDINANCE AMENDING CODIFIED ORDINANCE CHAPTER 220: COUNCIL. *Sponsor: J. Fenderbosch***

## **First Readings:**

**As determined at the Collective Committee Meeting.**

**PUBLIC INPUT**

**ADJOURNMENT**



**BRAMHALL**  
ENGINEERING &  
SURVEYING COMPANY

801 Moore Road • Avon, Ohio 44011 • 440/934-7878 • Fax 440/934-7879

*Equal Opportunity • Affirmative Action Employer*

May 28, 2025

Mayor Mark A. Spaetzel  
City of Avon Lake  
150 Avon Belden Road  
Avon Lake, Ohio 44012

Reference: 2025 Crack Sealing Program  
Avon Lake, Ohio

Dear Mayor Spaetzel,

Bids were received for the above-referenced project on May 22, 2025. Attached you will find a copy of the Bid Tabulation outlining the Bids for your review. There were two (2) bids received for this contract which were as follows:

	<u>Scodeller Construction, Inc.</u>	<u>Specialized Construction, Inc.</u>
Base Bid Plus Contingency	\$ 37,609.00	\$31,750.00
Add Alternate 1	\$13,224.00	\$10,500.00
Add Alternate 2	\$ 14,148.00	\$12,000.00
Add Alternate 3	\$ 4,975.00	\$ 8,500.00
Total For Base Bid Plus Contingency and Add Alternates	\$69,956.00	\$62,750.00

The City Estimate for the Base Bid and Add Alternates 1 thru 3 was **\$85,000.00**, which includes a \$10,000.00 Construction Contingency.

The low bidder for this project is **Specialized Construction, Inc.** of Cuyahoga Heights, Ohio, with a Base Bid of **\$31,750.00**, **Add Alternate 1 of \$10,500.00**, **Add Alternate 2 of \$12,000.00** and **Add Alternate 3 of \$8,500.00**. Their Bid has been reviewed and found to be in conformance with all contract requirements. The Base Bid amount includes a Contingency Amount of \$10,000.00. It is our opinion that they are experienced and qualified to perform the work within the contract. A copy of their Bid Proposal Package is available upon request.

We recommend awarding a contract to **Specialized Construction, Inc.** in the amount of **\$62,750.00.**

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully submitted,

BRAMHALL ENGINEERING & SURVEYING CO.  
City of Avon Lake Consulting Engineers



Christopher L. Howard, P.E., CPESC  
City Engineer

cc: Gary Ebert, Law Director  
Jonathan Liskovec, Public Works Director  
Colleen Spring, Engineering Department

AVON LAKE 2025 CRACK SEALING PROGRAM					May 23, 2025			
CITY OF AVON LAKE					SCODELLER CONSTRUCTION, INC.		SPECIALIZED CONSTRUCTION, INC.	
BID TABULATION								
LINE ITEM	ODOT ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	TOTAL UNIT COST	TOTAL COST	TOTAL UNIT COST	TOTAL COST
BASE BID								
WALKER ROAD - FROM PAVEMENT TRANSITION AT AMBLESIDE DR. TO 100' WEST OF AVON BELDEN (S.R. 83) (NOT INCLUDING INTERSECTION PAVEMENT OF S.R. 83) (APPROX. 4,300 LINEAR FEET)								
1	423	CRACK SEALING, HOT APPLIED USING ODOT ITEM 702.17, TYPE III ONLY, INCLUDING ALL MATERIAL, LABOR, EQUIPMENT AND MOBILIZATION	1	LUMP	\$ 11,885.00	\$ 11,885.00	\$ 11,000.00	\$ 11,000.00
2	614	MAINTENANCE OF TRAFFIC, INCLUDING LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	1	LUMP	\$ 2,500.00	\$ 2,500.00	\$ 1,000.00	\$ 1,000.00
WALKER ROAD - FROM AVON BELDEN (S.R. 83) TO PAVEMENT TRANSITION WEST OF AVON POINT AVE. (NOT INCLUDING INTERSECTION PAVEMENT OF S.R. 83) (APPROX. 3,500 LINEAR FEET)								
3	423	CRACK SEALING, HOT APPLIED USING ODOT ITEM 702.17, TYPE III ONLY, INCLUDING ALL MATERIAL, LABOR, EQUIPMENT AND MOBILIZATION	1	LUMP	\$ 11,224.00	\$ 11,224.00	\$ 9,000.00	\$ 9,000.00
4	614	MAINTENANCE OF TRAFFIC, INCLUDING LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	1	LUMP	\$ 2,000.00	\$ 2,000.00	\$ 750.00	\$ 750.00
AVON LAKE 2025 CRACK SEALING PROGRAM BASE BID SUBTOTAL						\$ 27,609.00		\$ 21,750.00
CONTINGENCY (TO BE USED AS AUTHORIZED BY THE CITY OF AVON LAKE)						\$ 10,000.00		\$ 10,000.00
AVON LAKE 2025 CRACK SEALING PROGRAM BASE BID TOTAL						\$ 37,609.00		\$ 31,750.00

AVON LAKE 2025 CRACK SEALING PROGRAM					May 23, 2025			
CITY OF AVON LAKE					SCODELLER CONSTRUCTION, INC.		SPECIALIZED CONSTRUCTION, INC.	
BID TABULATION								
LINE ITEM	ODOT ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	TOTAL UNIT COST	TOTAL COST	TOTAL UNIT COST	TOTAL COST
ADD ALTERNATE BID								
ADD ALTERNATE 1 - JAYCOX ROAD - FROM 25' NORTH OF RAILROAD TRACKS TO PAVEMENT TRANSITION SOUTH OF WALKER RD. (APPROX. 5,300 LINEAR FEET)								
5	423	CRACK SEALING, HOT APPLIED USING ODOT ITEM 702.17, TYPE III ONLY, INCLUDING ALL MATERIAL, LABOR, EQUIPMENT AND MOBILIZATION	1	LUMP	\$ 11,224.00	\$ 11,224.00	\$ 10,000.00	\$ 10,000.00
6	614	MAINTENANCE OF TRAFFIC, INCLUDING LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	1	LUMP	\$ 2,000.00	\$ 2,000.00	\$ 500.00	\$ 500.00
AVON LAKE 2025 CRACK SEALING PROGRAM ADD ALTERNATE 1 TOTAL						\$13,224.00 CORRECTED		\$ 10,500.00
ADD ALTERNATE 2 - JAYCOX ROAD - FROM PAVEMENT TRANSITION NORTH OF WALKER RD. TO ELECTRIC BLVD. (NOT INCLUDING EAST/WEST TRAVEL LANES THROUGH INTERSECTION (APPROX. 6,200 LINEAR FEET)								
7	423	CRACK SEALING, HOT APPLIED USING ODOT ITEM 702.17, TYPE III ONLY, INCLUDING ALL MATERIAL, LABOR, EQUIPMENT AND MOBILIZATION	1	LUMP	\$ 12,148.00	\$ 12,148.00	\$ 11,000.00	\$ 11,000.00
8	614	MAINTENANCE OF TRAFFIC, INCLUDING LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	1	LUMP	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
AVON LAKE 2025 CRACK SEALING ADD ALTERNATE 2 TOTAL						\$14,148.00 CORRECTED		\$ 12,000.00
ADD ALTERNATE 3 - JAYCOX ROAD - FROM ELECTRIC BLVD. (NOT INCLUDING EAST/WEST TRAVEL LANES) TO PAVEMENT TRANSITION SOUTH OF LAKE RD. (U.S. 6) (APPROX. 1,100 LINEAR FEET)								
9	423	CRACK SEALING, HOT APPLIED USING ODOT ITEM 702.17, TYPE III ONLY, INCLUDING ALL MATERIAL, LABOR, EQUIPMENT AND MOBILIZATION	1	LUMP	\$ 4,475.00	\$ 4,475.00	\$ 8,000.00	\$ 8,000.00
10	614	MAINTENANCE OF TRAFFIC, INCLUDING LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE	1	LUMP	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
AVON LAKE 2025 CRACK SEALING ADD ALTERNATE 3 TOTAL						\$4,975.00 CORRECTED		\$8,500.00 CORRECTED
						\$32,347.00 SUBMITTED		\$52,750 SUBMITTED
AVON LAKE 2024 CRACK SEALING PROGRAM BASE BID WITH ALTERNATES (1, 2, and 3) TOTAL W/ CONTINGENCY						\$ 69,956.00		\$ 62,750.00

AVON LAKE 2024 CRACK SEALING PROGRAM			May 23, 2025
CITY OF AVON LAKE			
BID TABULATION			
	SCODELLER CONSTRUCTION, INC.	SPECIALIZED CONSTRUCTION, INC.	
Required Documents Submitted			
IB-5,6	YES	YES	
BF-1 to 4	YES	YES	
BQS-1 to 4	YES	YES	
SS-1	YES	YES	
NCA 1- NCA 3	YES	YES	
CB-1 - CB-3	YES	YES	
LS-1	YES	YES	
CR-1	YES	YES	
POLITICAL CONTRIBUTION CERTIFICATION	YES	YES	

Avon Lake Regional Water  
**MEMORANDUM**

To: **Board of Municipal Utilities**

From: **Rob Munro**

Subject: **Agenda Items – June 3, 2025**

Date: **May 30, 2025**

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Item 1: **Call to Order**

Item 2A: **Approve Minutes**

Item 2B: **Public Speakers (3 minutes)**

Item 2C: **Correspondence**

Item 3: **Expenditures**

Item 4: **2025 Water Bundle Project – RKM**

The 2025 Water Bundle Project is a cooperative project with the City of Avon Lake that will divide the project into five (5) parts. Parts A1 & A2 will be for water meter relocation and water main work, respectively, and is the responsibility of ALRW. Parts C, D, & E will be for storm sewer, road work, and bridge replacement, respectively, and is the responsibility of the City of Avon Lake. The percentage breakdown of this project is 79.8% ALRW and 20.2% City of Avon Lake. The major highlights of this project are the following:

- Replacement of over 21,000 linear feet of water main pipe
- Relocation of 423 water meters from inside to outside locations
- Replacement of bridge culvert on Electric Blvd at Heider Ditch, with replacement of water transmission main under the culvert
- New and/or replacement of over 2,300 linear feet of storm sewer pipe
- Over 2,200 linear feet of road replacement
- Approximately 2.5 years for completion of all work

The project was advertised, and bids were solicited, from January 24, 2025 through May 20, 2025. There was a total of fifty-one (51) plan holders with eighteen (18) of the plan holders being prime contractors. There was a mandatory pre-bid meeting held on February 21, 2025 with seven (7) bidders in attendance. Bids were opened on May 20, 2025 and one bid was received by Underground Utilities, Inc. (UUI) of Monroeville, Ohio. The engineers certified estimate for this project was \$16,688,546.29 and the total bid price submitted by UUI is \$17,147,780.59. The bid price is 2.7% above the engineers estimate and is within the Ohio Revised Code bidding requirements. Staff is recommending award of this project to UUI.



Recommended Motion:

*I move to authorize the CUE to execute a contract with Underground Utilities, Inc. of Monroeville, Ohio for the 2025 Water Bundle Project in the amount of \$17,147,780.59 plus an additional 10% contingency for any out-of-scope items, and the award of this contract is contingent upon securing the necessary financing. Furthermore, I move that the ALRW financial responsibility of this project is 79.8% and the City of Avon Lake financial responsibility is 20.2%.*

**Item 5: OWDA Project Funding – RKM**

With the approval of the 2025 Water Bundle Project contract, it is necessary to authorize the CUE to apply for funding with the Ohio Water Development Authority (OWDA). The CUE will submit an application for funding the entire project that will include the bid price and an OWDA mandatory 10% contingency.

Recommended Motion:

*I move to authorize the CUE to submit a funding application to the Ohio Water Development Authority for the 2025 Water Bundle Project in the amount of \$17,147,780.59 plus an additional 10% contingency.*

**Item 6A1: Project Updates – GKY**

Power Plant Update: Cleanup of debris and demolition of the administration building and wall along Lake Rd. continues.

ETL Design Services: Attorney Connie Carr continues to work out the individual easements with all property owners. The CUE is following up with the bulk customers to set a meeting date to finalize the updated cooperative agreements.

WFP Improvements: The Great Lakes Construction Company (GLC) continues laying rebar, forming and pouring concrete for the new filters. On May 30, 2025 GLC has scheduled a minor WFP shutdown to install a plug in the waste backwash line that will serve the new filters. GLC will remove the scaffolding from the new chemical feed building the week of June 2, 2025 and then they can proceed with masonry, plumbing and electrical for that structure.

Techwin Project: ALRW and Techwin team members are continuing to make arrangements for the startup of the onsite hypochlorite generating system and are still looking at a mid-summer date. After speaking with a lawyer who specializes in immigration law, it was determined that visas are not necessary and that utilizing the Electronic System for Travel Authorization to apply for entry under the Visa Waiver Program is the method their team should utilize.

Item 6A2:     **CUE Report – *RKM***

Item 6A3:     **Member Reports/Miscellaneous**

Item 7:       **Public Speakers (3 minutes)**

Item 8:       **Adjourn**



AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO APPLY FOR, ACCEPT, AND ENTER INTO A COOPERATIVE AGREEMENT FOR CONSTRUCTION OF THE 2025 WATER BUNDLE PROJECT BETWEEN AVON LAKE BOARD OF MUNICIPAL UTILITIES DBA AVON LAKE REGIONAL WATER, THE CITY OF AVON LAKE, AND THE OHIO WATER DEVELOPMENT AUTHORITY AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake and the Avon Lake Board of Municipal Utilities dba Avon Lake Regional Water (hereinafter referred to as the “LGA”) seek to improve the storm water system and appurtenances and drinking water infrastructure; and

WHEREAS, the LGA desires to obtain a loan from the Ohio Water Development Authority (hereinafter referred to as the “OWDA”) to finance costs of the construction of such facilities on the terms set forth in the Cooperative Agreement (defined below); and

WHEREAS, the OWDA has indicated its willingness to make a loan for that purpose and on those terms;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Avon Lake, Ohio:

Section 1. That the LGA hereby approves the construction of the aforesaid 2025 Water Bundle Project in cooperation with the OWDA under the provisions, terms and conditions set forth in the “Cooperative Agreement for State Planning Project” as set forth in Exhibit A (the “Cooperative Agreement”) and hereby authorizes the Mayor and the Finance Director of the LGA to execute the Cooperative Agreement with the OWDA substantially in the form set forth in Exhibit A.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the passage of this resolution/ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 3.\* That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of said City of Avon Lake and Avon Lake Regional Water for the reason that the immediate construction of the 2025 Water Bundle Project at the earliest possible time is necessary in order to protect the health of the inhabitants of the LGA by providing safe drinking water and adequate storm system improvements; wherefore, this ordinance shall be in full force and effect from and immediately after its passage.

Passed: \_\_\_\_\_, 20\_\_

Attest: \_\_\_\_\_

COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE  
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the "System") of the LGA will require the supply of services (the "Services") for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the "Project Facilities"); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

### DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) “Approved Application” means the application of the LGA dated as of the date specified on the Term Sheet as the “LGA Application Date,” submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the “OWDA Application Approval Date,” together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) “Project Facilities” means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) “Project Site” means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) “System” means the facilities of the LGA specified as the “System” on the Term Sheet.

### DEFINITIONS RELATING TO COSTS

(e) “Eligible Project Costs” shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances, satisfactory to the OWDA, as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

#### DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) “Contract Period of Years” means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) “Default Rate” means a rate equal to the Contract Interest Rate plus three percentage points.

(k) “Pledged Revenues” means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) “Special Assessment Funds” means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

## ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

## ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the “Operational Date.”

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.



Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs.

Section 3.9. The LGA represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.10. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

#### ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges

pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this

Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 (“Rule 15c2-12”) each promulgated by the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board (“MSRB”) through the EMMA System (as defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA’s incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.7, “EMMA System” shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is [emma.msrb.org](http://emma.msrb.org). The LGA acknowledges that the OWDA is not responsible for any of the LGA’s required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a “Financial Obligation” under Rule 15c2-12.

## ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project

Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS  
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;  
EVENTS OF DEFAULT AND REMEDIES THEREFOR;  
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such



indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

## ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or

transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

#### ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority  
480 South High Street  
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

\_\_\_\_\_  
OWDA General Counsel

OHIO WATER DEVELOPMENT  
AUTHORITY

By: \_\_\_\_\_  
OWDA Executive Director

APPROVED AS TO FORM

\_\_\_\_\_  
LGA Legal Officer or Counsel

LGA: \_\_\_\_\_

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

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

A RESOLUTION AUTHORIZING THE MAYOR TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION (OPWC) STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED AND DECLARING AN EMERGENCY.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of Avon Lake is planning to make capital improvements to the City's infrastructure; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs;

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

Section No. 1: That the Mayor is hereby authorized to apply to the OPWC for funds as described above.

Section No. 2: That the Mayor is further authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

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 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 Resolution is hereby declared to be an emergency measure, the emergency being the necessity of filing the application with OPWC by the deadline in order to receive a grant to provide improvements to the City's infrastructure and provide safe driving conditions on City roads, thus for the health, safety, and welfare of the public. Therefore, this Resolution shall go into immediate force and effect upon passage and approval by the Mayor.

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

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

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

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

\_\_\_\_\_  
Approved

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

Clerk of Council

\_\_\_\_\_  
Mayor

DRAFT

\*Yellow indicated apparent low bidder

FURNISHING CONCRETE FOR 2025  
BID OPENING  
May 29, 2025  
11:00 A.M.



COMPANY	BID BOND CHECK	#1	#2	#3		#4	#5	#6	#7
		Per Cubic Yard	Added Costs / Per Yard	Under-Load Charges/Load	Cost	Additional Costs Multiple Stops and/or Demurrage	Normal Delivery Hours	Additional delivery costs other than regular hours/Load	Saturday Delivery per Load
<i>Real</i> Terminal Ready-Mix Joe Falbo 440-288-1717 524 Colorado Ave. Lorain, Ohio 44052	\$100.00 Check	Class C Cu. Yd. \$150.00	Res. Fiber \$5.50	1 - 1.75	\$120.00				
				2 - 3.75	\$ 90.00	\$60.00 Additional/Multiple stops	7:00 a.m. to 3:00 p.m.	\$65.00 per load	\$75.00 per load
		LSM (100) \$115.00	Com. Fiber \$11.00			\$120/hr. demurrage fee after allowed time (30 mins for 5 cy for 5 cy; 60 mins 5-10cy) billed per ¼ hr.			
		MS Mix / yd. \$170.50	Calcium Chl 1% \$ 3.00	4 - 5.75	\$ 70.00				
		FS/Yard \$183.50	Calcium Chl 2% \$6.00						
				6 - 7.75	\$ 50.00				
<i>Real</i> Westview Concrete Corp. Mackenzie Mason <a href="mailto:mmason@westviewconcrete.com">mmason@westviewconcrete.com</a> 26000 Sprague Olmsted Falls, Ohio 44138	Check \$100.	Class C Cu. Yd. \$150.50	Res. Fiber \$ 7.00	1 - 1.75	\$150.00	Demurrage:	7:00 a.m. to 3:00 p.m.	\$75.00 per load	\$75.00 per load
		LSM (100) \$112.00	Com. Fiber \$11.00	2 - 2.75	\$115.00	\$1.75 per minute after 10 min per yard (max 60 minutes)			
				3 - 3.75	\$ 85.00	Multiple Stops - \$35.00.			
				4 - 4.75	\$ 65.00				
		MS Mix / yd. \$164.50	Calcium Chl 1% \$3.50	5 - 5.75	\$ 55.00				
		ES Mix per yard 176.50	Calcium Chl 2% \$ 7.00	6 - 7.75	\$ 45.00				

# FURNISHING AGGREGATE FOR 2025

## BID OPENING

May 29, 2025


11:00 A.M.

COMPANY	BID BOND CHECK	Limestone						NOTES
		#1 Per ton	#57 Per ton	#8 Per ton	#10 Per ton	#304 Per ton	#411 Per Ton	
 Holcim Quarries NY Inc. 6211 Ann Arbor Rd. Dundes, MI 48131 Austin.Wenn@Holcium.com	Bond	#2/ton \$28.80	\$28.25	\$26.25	n/a	22.10	23.60	Instead of #1 submitted cost for #2/ton Holcim not on authorized bidders list.
 AREA Aggregates, LLC Steve Hollis, Northern Ohio Sales 4755 South High St. Columbus, Ohio 43207	Bond	\$25.65	\$26.70	\$27.25	\$20.50	\$20.75	\$21.00	

\*Yellow indicates apparent low bid.

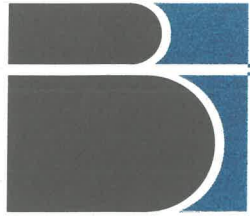


FURNISHING ASPHALT (PATCHING) MATERIAL FOR 2025  
BID OPENING  
May 29, 2025  
11:00 A.M.



COMPANY	BID BOND CHECK	#1 #301 per Ton	#2 #448 per Ton	COMMENTS/NOTES
Kokosing Materials, Inc. 1751 Waterford Rd, PO Box 334 Fredericktown, Ohio 43019 Bill.behrend@kokosking.biz	Bond	\$78.00	\$90.00	Only Bidder

\*Yellow indicates apparent low bidder



**BRAMHALL**  
ENGINEERING &  
SURVEYING COMPANY

801 Moore Road • Avon, Ohio 44011 • 440/934-7878 • Fax 440/934-7879

*Equal Opportunity • Affirmative Action Employer*

May 30, 2025

Mayor Mark Spaetzel  
City of Avon Lake  
150 Avon Belden  
Avon Lake, Ohio 44012

Reference: Professional Services for Construction Observation and Contract Administration  
Walker Road Paving Project Phase 5  
Avon Lake, Ohio

Dear Mayor Spaetzel:

We are pleased to submit the attached Proposal for Professional Services for the above referenced project.

We appreciate your interest in Bramhall Engineering and Surveying Company and we look forward to working with you on this project.

Sincerely,

BRAMHALL ENGINEERING & SURVEYING COMPANY

Christopher L. Howard, P.E., CPESC  
Vice President

Enclosure(s)

**CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION  
WALKER ROAD PAVING PROJECT PHASE 5  
AVON LAKE, OHIO**

**Scope of Services**

To meet your objectives Bramhall Engineering and Surveying Company (BRAMHALL) proposes to provide the following services for the Walker Road Paving Project Phase 5 starting on or about June 30, 2025 and having project completion by October 17, 2025.

**Construction Observation**

BRAMHALL will provide the Professional Construction Observation and Contract Administration as outlined below:

1. BRAMHALL will provide an Owners Representative that will serve as the City's agent with the Contractor and any Sub-Contractors.
2. A representative of BRAMHALL shall act as the Owners Representative as per the following:
  - a) Be present during all on-site activities by the Contractor and Sub-Contractors and conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
  - b) Report to the City whenever BRAMHALL believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any observations, tests, or approvals required to be made, or has been damaged prior to final payment, and advise the City when work should be corrected or rejected or should be uncovered for observation.
  - c) Verify that tests are conducted as required by the Contract Documents and City requirements in the presence of the required personnel, and that the General Contractor maintains adequate records thereof; observe, record and report to the City appropriate details relative to the test procedures.
  - d) Accompany representatives of the Contractor and/or City on construction observation site visits and record any comments or direction rendered during such visits.
  - e) Attend to members of the public who have issues with the project and serve to positively rectify these issues and to conduct elected officials around the project.
  - f) Attend pre-construction and all job progress meetings and other job conferences as needed with the Contractor, City and regulatory agencies.
  - g) Transmit to the Contractor clarifications and interpretations of the Contract Documents as approved by the City.

**CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION  
WALKER ROAD PAVING PROJECT PHASE 5  
AVON LAKE, OHIO**

3. Reports:

- a) Furnish the City with the daily logs as required for progress of the work and the Contractor's compliance with the approved progress schedule. Included shall be pay items completed and quantified, test data, and comments relative to observations of the day's work. Copies of the daily logs are to be provided to the City on a weekly basis, or as otherwise determined to be appropriate.
  - b) Consult with the City in advance of scheduled major tests, inspections, or start of significant phases of work.
  - c) The Owners Representative will report directly to the Director of Public Service. All reports shall be submitted on standard BRAMHALL forms to the City.
  - d) Maintain a set of drawings on-site on which authorized changes are noted.
4. BRAMHALL is required to bring to the attention of the Contractor any failure of the work or materials to conform to the Specifications and Contract. Any lack of corrective action or lack of cooperation shall immediately be referred to the City.
5. BRAMHALL is authorized to recommend rejection of non-specific materials either during the submittal phase or as they arrive at the project site.
6. BRAMHALL will review Pay Requests from the Contractor and submit to the City for processing.
7. Completion

BRAMHALL shall:

- a) Submit to the Contractor a list of observed items requiring completion or correction.
- b) Conduct a final observation, and prepare a final list of items to be completed or corrected in conformance with the contract documents.
- c) Verify that all items on the final list have been completed or corrected, and submit recommendations to the City concerning acceptance.
- d) Provide a marked-up copy of the As-Built Drawings for the City.

**CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION  
WALKER ROAD PAVING PROJECT PHASE 5  
AVON LAKE, OHIO**

The authority of BRAMHALL shall have the following limitations:

Except upon written instruction of the City, BRAMHALL shall not:

1. Authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Issue instructions contrary to the Contract Plans, Specifications or Contract Documents.
3. Exceed limitations on the City's authority as set forth in the Contract Documents.
4. Undertake any of the responsibilities of the Contractor, Subcontractor or the Contractor's superintendent.
5. Advise on or issue directions relative to any aspect, means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
6. Issue directions as to safety precautions and programs in connection with the work.

BRAMHALL shall not be liable for defective work, acts of omission, or operating procedures of the Contractor.

**Clarifications and Exceptions**

1. This Proposal is based on 40 hours of Construction Observation per week. This Proposal includes estimated hours for overtime which is defined as any hours worked Monday through Friday in excess of 8 hours in a single day, or on a Saturday, Sunday.
2. For hours worked in excess of 40 hours or 8 hours per day, excluding Saturday, Sunday, BRAMHALL shall be compensated at 1.5 times the hourly rate stated in this Proposal.
3. For hours worked on Saturday, Sunday or any Legal Holiday, BRAMHALL shall be compensated at 2.0 times the hourly rate stated in this Proposal.
4. For partial work days, BRAMHALL shall be compensated as follows:

**Work Terminated**

**Compensated For**

After start but prior to 2 hours  
After 2 hours, prior to 4 hours  
After 4 hours, less than 8 hours

2 hours  
4 hours  
8 hours

5. BRAMHALL shall be notified at least 48 hours in advance for scheduling of Inspections.
6. Review of shop drawings are included with this Proposal.

**CONSTRUCTION OBSERVATION AND CONTRACT ADMINISTRATION  
WALKER ROAD PAVING PROJECT PHASE 5  
AVON LAKE, OHIO**

**Professional Services Fee**

BRAMHALL proposes to provide the Professional Services as noted herein for the following:

***Construction Administration and Observation ..... \$78,080.00***

Please note that the Construction Observation Services is a Not-To-Exceed Estimate and will be billed hourly. This Estimate is based on the following:

Senior Construction Inspector (Straight Time) – 16 weeks x 40 hours/week x \$70 /hour = \$44,800.00

Senior Construction Inspector (Overtime) – 16 weeks x 8 hours/week x \$105 /hour = \$13,440.00

Senior Project Manager – 16 weeks x 8 hours/week x \$155 /hour = \$19,840.00

If additional time is required, we will not proceed unless authorized by the City.


The work will be billed monthly based on our estimate of the portion of the total services actually complete at the time of billing.

The above rates are valid for services provided through December 31, 2025. Charges for our services after this date are subject to escalation.

**ACKNOWLEDGED AND ACCEPTED**

=====

**BRAMHALL ENGINEERING  
& SURVEYING COMPANY**

  
\_\_\_\_\_  
Christopher L. Howard, P.E., CPESC  
Vice President  
Date: May 30, 2025

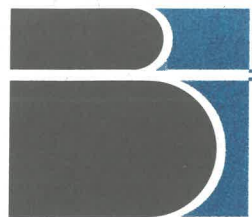
**ACKNOWLEDGED AND ACCEPTED**

=====

**CITY OF AVON LAKE**

\_\_\_\_\_  
Mark Spaetzel  
Mayor

\_\_\_\_\_  
Date



**BRAMHALL**  
ENGINEERING &  
SURVEYING COMPANY

801 Moore Road • Avon, Ohio 44011 • 440/934-7878 • Fax 440/934-7879

*Equal Opportunity • Affirmative Action Employer*

May 30, 2025

Mayor Mark Spaetzel  
City of Avon Lake  
150 Avon Belden Road  
Avon Lake, Ohio 44012

Reference: Walker Road Rehabilitation Project, Phase 6  
OPWC/Round 39

Dear Mayor Spaetzel:

Please accept the following Proposal for Professional Engineering Services pertaining to the above referenced project. The Walker Road Rehabilitation Project, Phase 6 Project has been selected for Ohio Public Works Commission (OPWC) funding. We appreciate the opportunity to work with the City of Avon Lake on this project.

**Project Description**

Approximately 2,250 linear feet of Walker Road, from the east side of the Jaycox Road intersection to the radius returns on the east side of the Lear Road intersection will be milled, subgrade repairs will be performed where needed and three (3) inches of new asphalt will be placed. The Scope of Work will also include subgrade drainage improvements, signal upgrades to standardize the pre-emption and vehicle detection at the Walker Road/Lear Road intersection, upgrading ADA ramps to current standards as needed, linear grading and pavement markings.

The total estimated project cost including construction and engineering, as proposed in the OPWC Application for financial assistance, is \$1,037,426.00. The funding for this work is broken down as follows:

OPWC Grant.....	\$ 275,000.00
OPWC Loan.....	\$ 125,000.00
City of Avon Lake.....	\$ 637,426.00

**Total Estimated Construction Cost is \$ 876,976.00** (which includes a Construction Contingency of \$ 79,725.00).

### **Scope of Services**

To meet the City of Avon Lake's objectives Bramhall Engineering and Surveying Company (BRAMHALL) proposes the following Scope of Services:

**Task 1** - Prepare Construction Plans for the Proposed Walker Road Rehabilitation, Phase 6 Project.

**Task 2** - Prepare Bidding Documents including advertisement to bid to procure competitive bids.

### **Clarifications and Exceptions:**

1. Fees for Local and State Governmental Agency reviews and permits are the responsibility of the City. Advertising fees are also the responsibility of the City.
2. Geotechnical Services, including Borings, a Soils Report and Pavement Recommendation are not included in this Project Scope of Services.
3. Construction Staking, Construction Inspection and Administration is not provided with this Scope of Services. This can be provided for a mutually agreed upon price.
4. This Proposal does not include replacement of the existing waterline, sanitary sewer or storm sewer within the project limits.



**Professional Services Fee**

**Design Engineering (Task 1)..... \$ 75,725.00**  
**Bidding Assistance (Task 2) ..... \$ 4,000.00**  
**TOTAL LUMP SUM AMOUNT ..... \$ 79,725.00**

The work will be billed monthly based on our estimate of the portion of the total services actually complete at the time of billing.

**ACKNOWLEDGED & ACCEPTED**

**BRAMHALL ENGINEERING &  
SURVEYING COMPANY**

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



Christopher L. Howard, P.E., CPESC

Title: Vice President

Date: May 30, 2025

**ACKNOWLEDGED & ACCEPTED**

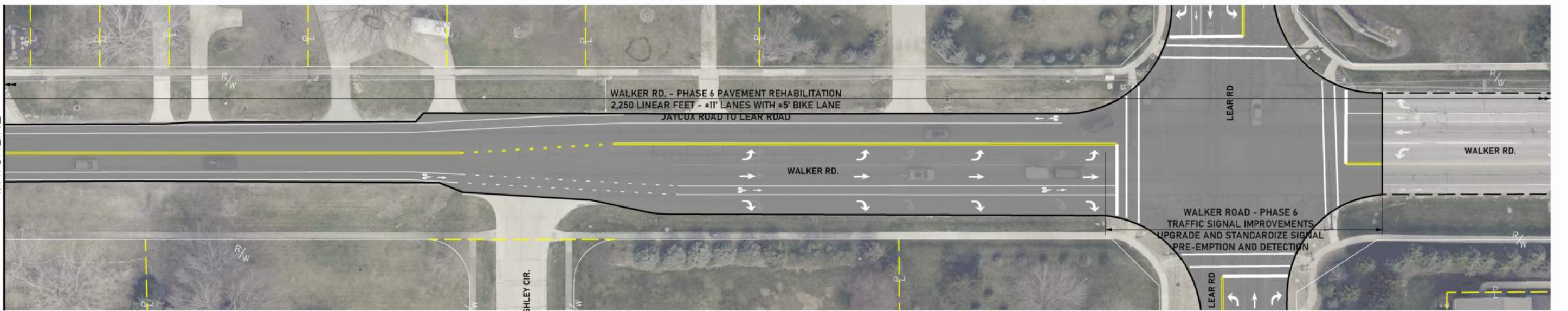
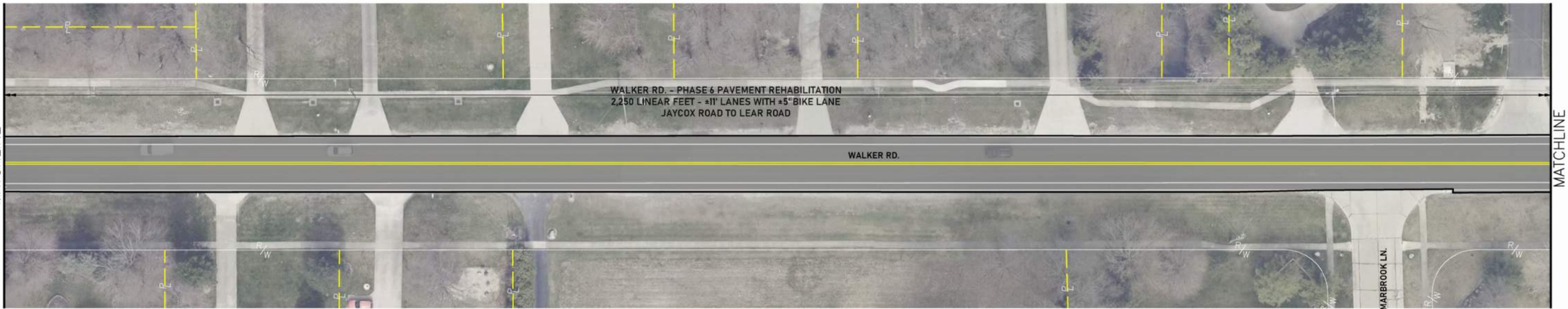
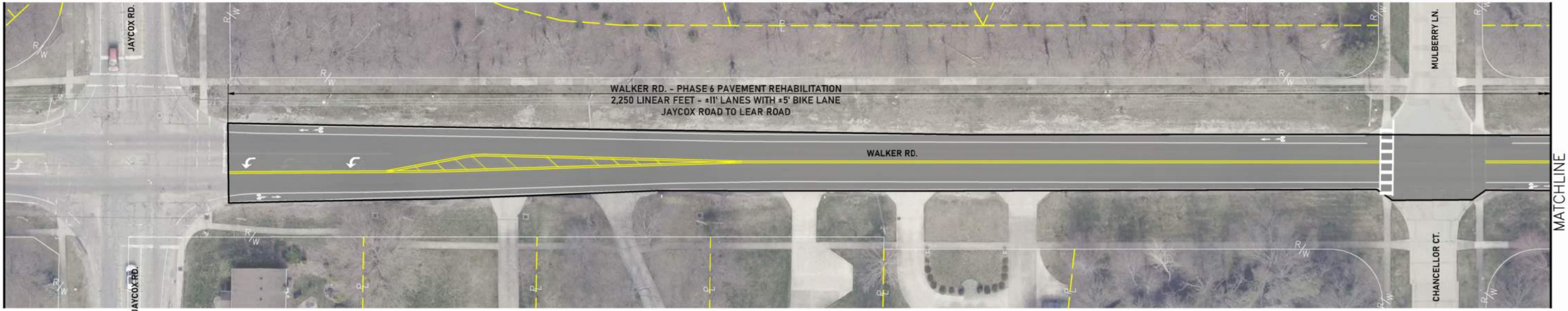
**CITY OF AVON LAKE**

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

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

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





# OPWC Round 39 Walker Road Rehabilitation, Phase 6







**BRAMHALL**  
ENGINEERING &  
SURVEYING COMPANY

May 30, 2025

Mayor Mark A. Spaetzel  
City of Avon Lake  
150 Avon Belden Road  
Avon Lake, Ohio 44012

Reference: 2026 Road Program  
Professional Design Services Proposal

Dear Mayor Spaetzel:

We appreciate your interest in retaining Bramhall Engineering and Survey Company (BRAMHALL) to provide Professional Engineering and Surveying Services pertaining to the above referenced project. The City of Avon Lake has requested that the Professional Design Services be completed for the following roadways:

**Concrete Pavement Reconstruction**

- **Charleston Avenue/Chelsea Avenue** – Moore Road to 33363 Chelsea Avenue, approximately 1,420 L.F.
- **Surrey Lane** – Woodstock Avenue to Herrmann Drive, approximately 1,850 L.F.
- **Brandon Place** – Greenbriar Drive to Nottingham Drive, approximately 660 L.F.
- **Nottingham Drive** – Brandon Place to Britannia Parkway, approximately 1,060 L.F.
- **Britannia Parkway** – Walker Road to Regency Court, approximately 295 L.F.

**Asphalt Pavement Reconstruction**

- **June Street/Burton Street/ York Street** – Moore Road to Electric Boulevard, approximately 1,670 L.F.
- **Woodstock Avenue** – Electric Boulevard to Lake Road, approximately 1,015 L.F.
- **Maple Cliff Drive** – Lake Road to 66 Gra Gull Drive, approximately 900 L.F.
- **Hermann Drive** – Electric Boulevard to Lake Road, approximately 1,015 L.F.

The following is the Estimated Construction Cost, including a Contingency, Design and Construction Administration and Inspection.

**Concrete Streets**

• Charleston Avenue/Chelsea Avenue =	\$1,278,225.00
• Surrey Lane =	\$1,540,610.00
• Brandon Place =	\$ 717,250.00
• Nottingham Drive =	\$ 895,745.00
• Britannia Parkway =	<u>\$ 283,017.00</u>
	<b>\$4,714,847.00</b>

**Asphalt Streets**

• June Street/Burton Street/York Street =	\$ 892,590.00
• Woodstock Avenue =	\$ 954,205.00
• Maple Cliff Drive =	\$ 795,135.00
• Hermann Drive =	<u>\$ 565,470.00</u>
	<b>\$3,207,400.00</b>

(Please note that Estimates were prepared in 2024).

**Scope of Services**

To meet the City of Avon Lake's objectives BRAMHALL proposes the following Scope of Services:

**Task 1** - Perform a Topographic Survey and Base Mapping of the project streets. BRAMHALL will contact OUPS and coordinate with utility owners.

**Task 2** - Prepare Construction Plans for the streets listed above. Plans will be prepared for the Concrete and Asphalt Streets (for streets listed) so they can be bid separately.

**Task 3** - Prepare Bidding Documents for the Concrete and Asphalt Streets including advertisement to Bid to procure competitive Bids.

**Clarifications and Exceptions:**

1. Fees for Local and State Governmental Agency reviews and permits are the responsibility of the City. Advertising fees are also the responsibility of the City.
2. Geotechnical Services, including Borings, a Soils Report and Pavement Recommendations are not included in this Project Scope of Services.
3. Construction Staking, Construction Inspection and Administration is not provided with this Scope of Services. This can be provided for a mutually agreed upon price.
4. This Proposal does not include replacement of the existing waterlines or sanitary sewers within the project limits. BRAMHALL will coordinate with ALRW.
5. A Right-of-Way Survey and/or Right-of-Way dispute resolution is not included in the Scope of Services and is not expected to be required. Title Reports are not included.
6. BRMAHALL will use our Bid Book format for bidding of the projects.
7. Some streets may require additional storm sewer improvements. The estimated costs provided do not include these costs.

**Professional Services Fee**

We propose to provide the Professional Services described herein for the following Lump Sum Amount:

Design Engineering (Task 1 & 2).....	\$425,000.00
Bidding Assistance (Task 3) .....	\$ <u>9,000.00</u>
<b>TOTAL LUMP SUM AMOUNT .....</b>	<b>\$434,000.00</b>

The work will be billed monthly based on our estimate of the portion of the total services actually complete at the time of billing.

**ACKNOWLEDGED & ACCEPTED**

**BRAMHALL ENGINEERING &  
SURVEYING COMPANY**

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



Christopher L. Howard, P.E., CPESC

Title: Vice President

Date: May 30, 2025

**ACKNOWLEDGED & ACCEPTED**

**CITY OF AVON LAKE**

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

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

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



**CITY OF AVON LAKE  
PLANNING COMMISSION  
150 Avon Belden Road  
Avon Lake, Ohio 44012  
(440) 930-4110**

**MEMORANDUM**

**TO:** Valerie Rosmarin, Clerk of Council

**FROM:** Kelly La Rosa, Planning and Zoning Manager

**DATE:** June 4, 2025

**RE:** Planning Commission Meeting Results of June 3, 2025

---

The results of the June 3, 2025, Planning Commission Meeting follows:

**New Cases**

**Case No. CPC-24-18, MDC Ventures, LLC**

**Site Plan Approval** for a new 8,509 sq. ft. corporate office located at 32870 Pin Oak Parkway.

**Applicable Code:** §1240.06 (Site Plan Review).

**Decision: Approved (7-0)**

**Conditions of Approval:** contingent upon final sign-off by the City Engineer prior to issuance of building permits.

Following final engineering approval, this project may proceed directly to the Building Department for permitting.

**Case No. CPC-25-6, Legacy Pointe, LTD**

**Preliminary Plat Approval for Avon Center Estates No. 2, Phase VI**, a 48-lot subdivision in the southwest quadrant of the city.

**Applicable Codes:** §1240.05 (Major Subdivisions) and §1238 (Subdivision Design Standards)

**Decision: Approved (6-0)**, Dr. Ma abstained.

**Conditions of Approval:**

1. Clarify street frontage for specified lots (331, 311, 301, 303, 310, 295, 300).
2. Add note that Spyglass Court cul-de-sac island is to be maintained by the HOA.
3. Identify the location of cluster mailbox unit.
4. Add a minimum 15' corner radii at all intersections.
5. Revise Spyglass Court right-of-way to a minimum 65' radius.
6. Install individual storm sewer laterals for each rear yard drain.

This application will be forwarded to the City Council for consideration at its next scheduled meeting.

**Case No. CPC-25-7, Pulte Homes of Ohio, LLC**

**Final Plat Approval for Sandridge Run**, a 28-unit townhouse subdivision located on the west side of Avon Belden Road.

**Applicable Codes:** §1240.05 (Major Subdivisions) and §1238 (Subdivision Design Standards)

**Decision: Approved (7-0)**

**Conditions:** Approval is subject to confirmation by the Finance Director that all financial requirements including performance bonds, maintenance guarantees, and applicable fees have been satisfied.

This application will be forwarded to the City Council for consideration at its next scheduled meeting.

**Case No. CPC-25-8, Pulte Homes of Ohio, LLC**

**Final Plat Approval for Port Side Townhouse Subdivision**, located along Rock Harbor and South Port Drive.

**Applicable Codes:** §1240.05 (Major Subdivisions) and §1238 (Subdivision Design Standards)

**Decision: Approved (7-0)**

**Conditions:** Approval is subject to confirmation by the Finance Director that all financial requirements including performance bonds, maintenance guarantees, and applicable fees have been satisfied.

This application will be forwarded to the City Council for consideration at its next scheduled meeting.

**Next Meeting**

The next regular Planning Commission Meeting is scheduled for Tuesday, July 1, 2025.

cc: City Council Members  
Department Heads



## AVON CENTER ESTATES NO. 2 PHASE VI- PRELIMINARY PLAN

# Report

**To:** Planning Commission

**From:** Kelly La Rosa, Planning and Zoning Manager

**Date:** May 29, 2025

**Re:** Case No. CPC-25-6, Legacy Pointe LTD, Major Subdivision Preliminary Plan Approval for Avon Center Estates No. 2, Phase VI, located in the southwest quadrant of Avon Lake.

---

### PROJECT OVERVIEW

Avon Center Estates No. 2, Phase VI represents the final phase of a long-term, multi-phased residential development by Kopf Builders. Located in the southwest quadrant of Avon Lake this project completes the buildout of the original Avon Center Estates No. 2 plan. Through five prior phases, Kopf has incrementally assembled fragmented parcels and replaced outdated grid patterns with modern residential layouts. Phase VI proposes 48 single-family lots and introduces a revised public street network with upgraded infrastructure consistent with current subdivision design and zoning standards as adopted in the 2022 Planning and Zoning Code. The subdivision spans the R-1B, R-1A, and Legacy Pointe Planned Unit Development (PUD) zoning districts.



Figure 1: Maps Data: Google Earth 6/2/2015.





Planning Commission  
Case No. CPC-25-6  
Avon Center Estates No. 2, Phase VI  
Preliminary Plan  
May 29, 2025  
Page 2 of 5

## PROJECT DESCRIPTION

**Owner:** Legacy Pointe LTD, 420 Avon Belden Road, Avon Lake

**Engineer:** Henry G. Rietz Engineering Co.

**Location:** Southwest quadrant of Avon Lake and is generally bounded by Walker Road (north), Jaycox Road (east), Krebs Road (south), and State Route 83 (west). It lies within the area originally recorded as Avon Center Estates No. 2 in 1926.

**Approvals:** The project advances a previously approved 1998 General Development Plan and a delayed 2020 preliminary submittal. The updated proposal incorporates newly acquired parcels and reflects alignment with the 2022 Planning and Zoning Code revisions.

**Zoning:** Combination of R-1B, R-1A, and Legacy Pointe pre-2022 PUD.

**Land Use:** Low-Density Residential, per the Avon Lake Comprehensive Plan.

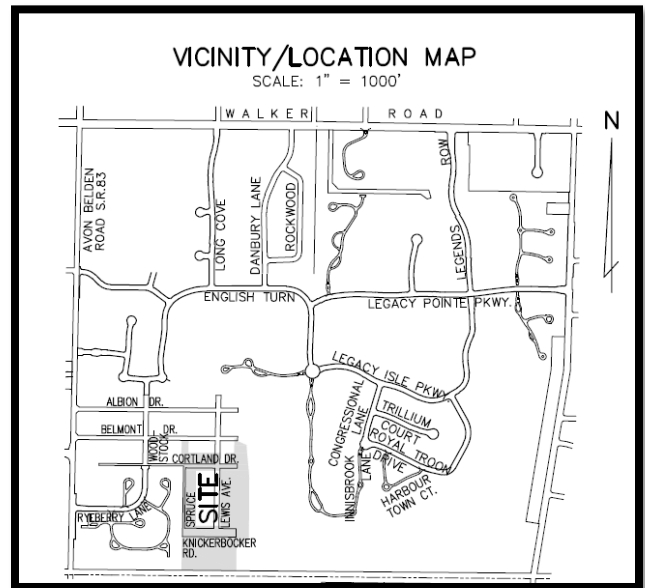


Figure 2: Vicinity Map

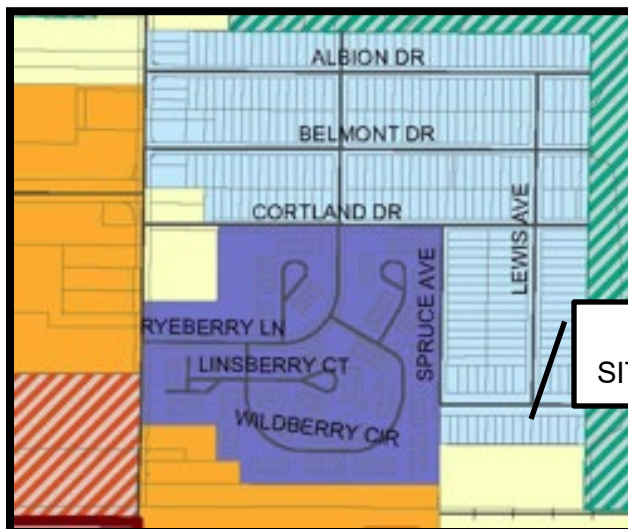


Figure 3: Excerpt from Avon Lake Zoning Map

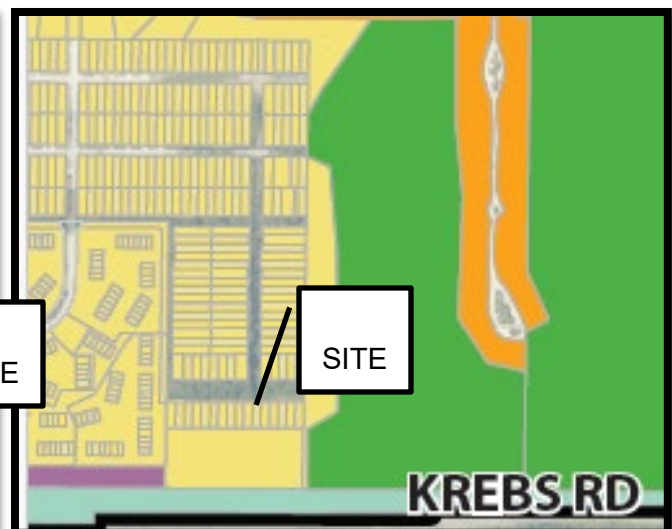


Figure 4: Excerpt from Comprehensive Plan



Planning Commission  
Case No. CPC-25-6  
Avon Center Estates No. 2, Phase VI  
Preliminary Plan  
May 29, 2025  
Page 3 of 5

## **APPLICABLE CODE SECTIONS**

### **Section 1214.05: Major Subdivision**

This section governs the review of major subdivisions, ensuring consistency with zoning regulations, thoroughfare planning, infrastructure requirements, and integration with existing documents.

### **Section 1238: Subdivision Design Standards**

This section defines Subdivision Design Standards, including lot layout, block length, right-of-way configuration, utilities, sidewalks, landscaping, and connectivity.

## **PROJECT ANALYSIS**

Phase VI of the Avon Center Estates No. 2 Subdivision includes 48 proposed single-family lots across three zoning districts: R-1B, R-1A, and Legacy Pointe PUD (pre-2022 code). Lot dimensions comply with the applicable standards, including minimum widths and areas as outlined in the Avon Lake Planning and Zoning Code. The subdivision supports the goals of the Comprehensive Land Use Plan by promoting low-density residential development.

All lots will be accessed via public streets, served by municipal utilities, and governed by the Legacy Pointe Homeowners Association, which will be responsible for ongoing maintenance of common areas and private amenities. The project introduces a revised internal street network featuring a looped road and a cul-de-sac, replacing outdated paper streets and reducing potential impacts on surrounding neighborhoods, including the Wildberry townhomes.

While the updated subdivision plan layout is predicated on the eventual vacation of obsolete paper streets shown on the original 1926 plat—such as Spruce Road—the applicant has indicated that a formal vacation plat will be submitted as a separate action, either before or concurrent with the final subdivision plat. The extent and configuration of the vacation will be finalized only after the Planning Commission and City Council review and approve the proposed re-subdivision layout. This approach ensures that no property is left without access and allows the City to assess the vacation in light of a fully reviewed and accepted design.

## **SUSTAINABILITY CONSIDERATIONS**

This development incorporates stormwater basins, drainage infrastructure, and infiltration areas designed per Section 1238 of the Avon Lake Code to reduce runoff, mitigate flood risk, and preserve groundwater recharge post-construction. Post-construction maintenance will be managed through recorded agreements with the HOA in accordance with Chapter 1060.



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Preliminary Plan  
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## **DEVELOPMENT REVIEW COMMITTEE**

The Development Review Committee comprises representatives from Community Development, Engineering, Building, Public Works, Avon Lake Regional Water, Fire, and Police Departments. All responses received to date are included in the attachments.

## **REVIEW AND RECOMMENDATION BY THE COMMISSION**

To approve a major subdivision, the Commission must determine that the Preliminary Plan meets all applicable standards as outlined in Section 1214.05 of the Avon Lake Planning and Zoning Code. The following criteria shall be considered:

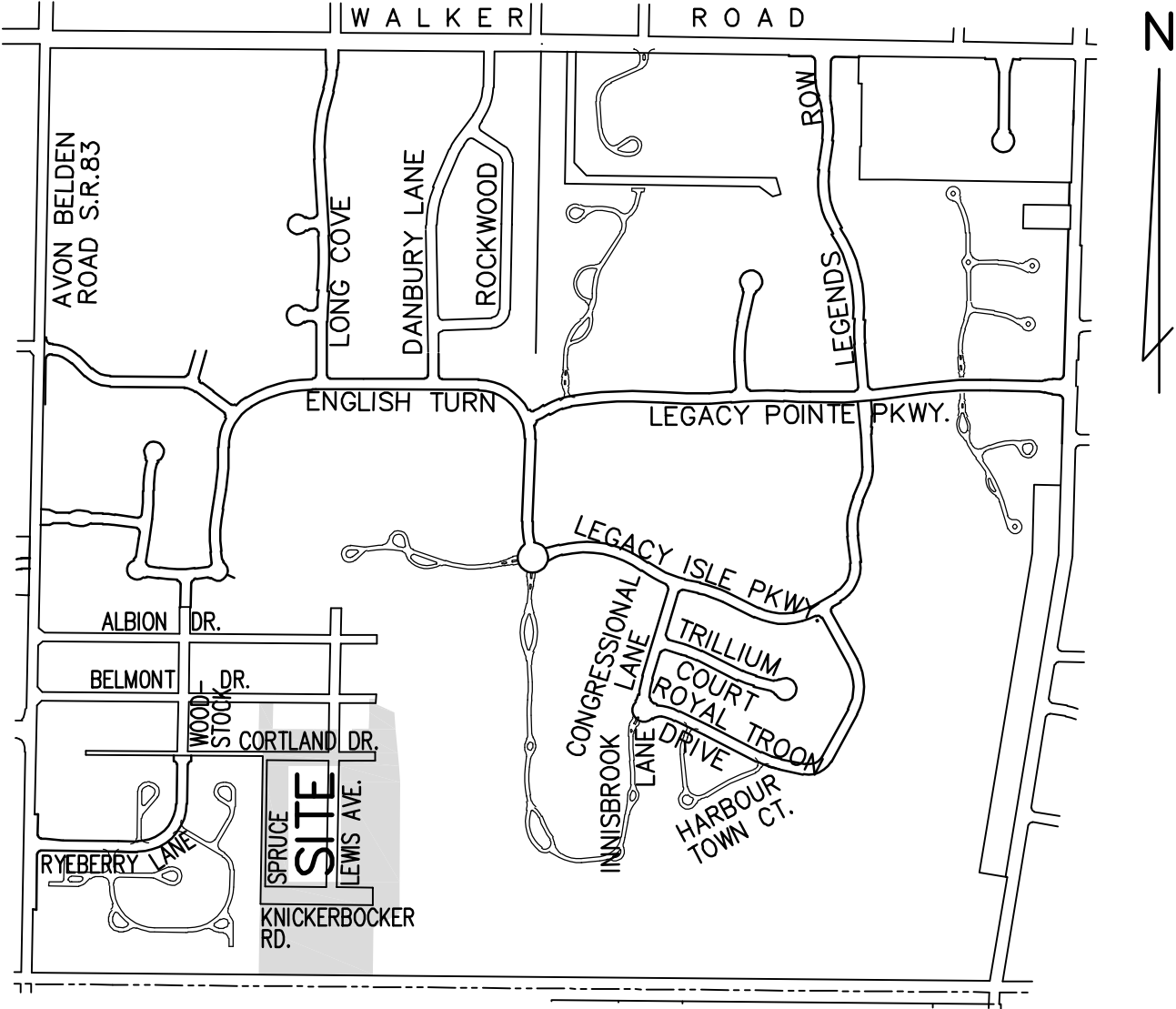
1. That the major subdivision complies with all applicable provisions of this code;
2. That the major subdivision does not conflict with other regulations, plans, or policies of the City;
3. That it is designed to be harmonious with the existing immediate or surrounding area or in keeping with the intended character of such area;
4. That it follows the Master Thoroughfare Plan and minimizes traffic congestion in public streets;
5. That it will not adversely affect the delivery of governmental services;
6. That comments from review agencies have been adequately considered and addressed
7. That it conforms to the approved preliminary plan if submitted and approved.

After reviewing the Preliminary Plan, the Commission shall determine whether to return it to the applicant for revisions or to forward a recommendation to the City Council for approval, approval with conditions, or denial. If recommending denial, the Commission must identify the specific review criteria that were not met and provide the reasoning behind that conclusion.

**Potential Motions:** The Commission must make a motion in the affirmative. At least four affirmative (“yes”) votes are required to recommend approval, or four negative (“no”) votes are required to recommend denial to the City Council. The sample motion provided below is for guidance only and does not imply a recommendation or predetermined outcome.

# VICINITY/LOCATION MAP

SCALE: 1" = 1000'





## SANDRIDGE RUN SUBDIVISION – FINAL PLAT

# Report

**To:** Planning Commission

**From:** Kelly La Rosa, Planning and Zoning Manager

**Date:** May 29, 2025

**Re:** Case No. CPC-25-7, Pulte Homes of Ohio, LLC, Major Subdivision, Final Plat Approval for Sandridge Run Subdivision located on the west side of Avon Belden Road on parcel number 04-00-017-101-066 and 04-00-017-101-090.

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### PROJECT OVERVIEW

Pulte Homes of Ohio LLC is requesting Final Plat approval for the Sandridge Run Subdivision, a 28-unit fee-simple townhouse development located on the west side of Avon Belden Road. The project sits on 4.4286 acres and was approved under the prior zoning code with equivalency provisions granted by the Planning Commission. The development has a residential density of 6.32 units per acre.



Figure1: Maps Data: Google Earth 6/2/2015.





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Sandridge Run Final Plat  
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## PROJECT DESCRIPTION

**Owner:** Pulte Homes of Ohio, LLC, 387 Medina Road, Medina.

**Engineer:** Henry G. Reitz Engineering Co.

**Location:** The site is on the west side of Avon Belden Road (State Route 83), just south of Walker Road and north of Webber Road.

**Approvals:** The Preliminary Development Plan for Sandridge Run was previously approved under the former zoning code, with equivalency provisions granted by the Planning Commission allowing for increased density beyond five units per acre, a reduced rear setback against city property, a reduced setback for designated guest parking spaces, and a modification to building spacing requirements. Some of these provisions have since become compliant under updated code regulations.

**Zoning:** The project is zoned R-2 Multifamily Residential. The R-2 zoning district is established to provide areas in the city for attached housing options (such as townhouses and other multi-family formats). These options support a broader diversity of housing types and are intended to serve as transitional zones between lower-density single-family neighborhoods and higher-activity business areas. The regulations in the R-2 district aim to ensure that developments are designed in a manner that contributes positively to the community's overall aesthetic and long-term viability.

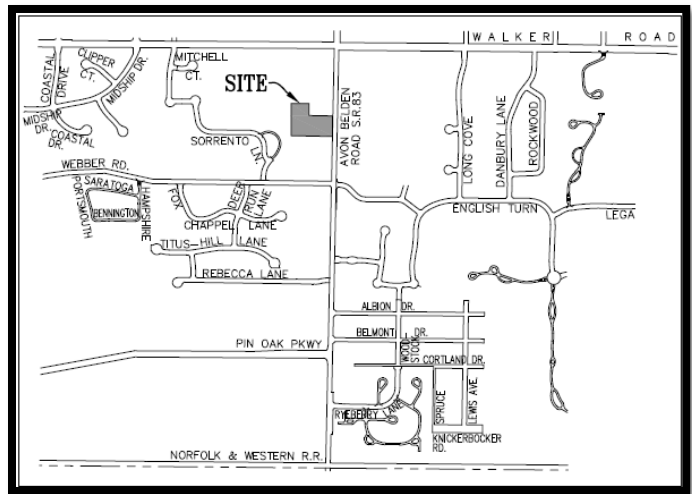


Figure 2: Vicinity Map

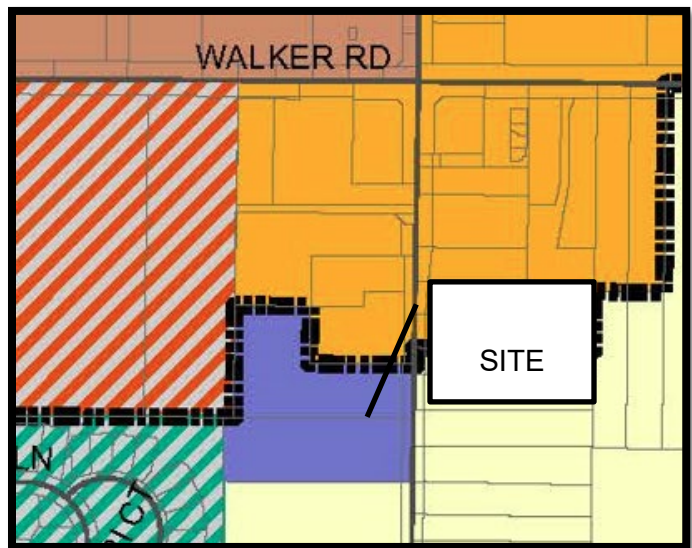


Figure 3: Excerpt from Avon Lake Zoning Map



**Land Use:** Although the Future Land Use Map of the Comprehensive Plan designates this area as Low-Density Residential for detached single-family homes, the R-2 zoning classification allows townhouses and attached dwellings. This project conforms with the zoning map and was reviewed under the city's adopted zoning regulations.

### APPLICABLE CODE SECTIONS

#### Section 1214.05: Major Subdivision

This section governs the review of major subdivisions, ensuring consistency with zoning regulations, thoroughfare planning, infrastructure requirements, and integration with existing documents.

#### Section 1238: Subdivision Design Standards

This section defines Subdivision Design Standards, including lot layout, block length, right-of-way configuration, utilities, sidewalks, landscaping, and connectivity.

### PROJECT ANALYSIS

The Sandridge Run Subdivision encompasses a total of 4.4286 acres, distributed across several distinct land use components. The development includes 1.152 acres dedicated to 28 individual fee-simple townhouse lots, 2.1087 acres set aside as common areas within Blocks A and B, and 1.1679 acres designated as a private street within Block C. The project provides fee-simple residential townhouse use and is consistent with the R-2 zoning classification.

Land ownership is split between individual unit lots and common areas deeded to the Homeowners' Association (HOA), specifically Blocks A, B, and C. The subdivision will be governed by the HOA, which bears full responsibility for the maintenance and inspection of stormwater management facilities. Compliance with Chapter 1060 of the Avon Lake Codified Ordinances is required, and a formal inspection and maintenance agreement must be executed between the developer and the City. This agreement is specifically referenced on the recorded plat.

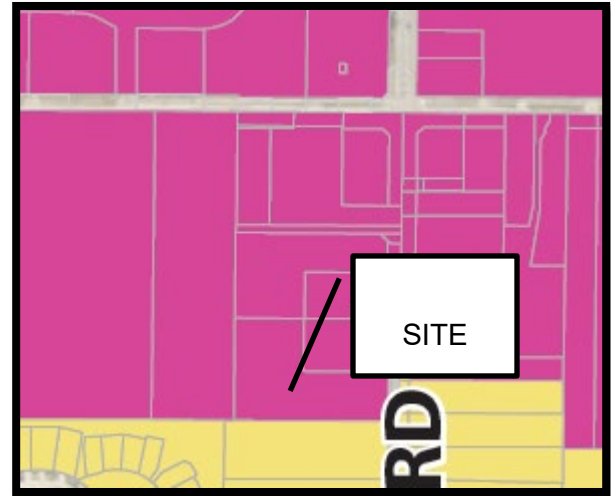


Figure 4: Excerpt from Comprehensive Plan



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The necessary easements are delineated on the final plat. These include the dedication of storm sewer and drainage easements to the City of Avon Lake, as well as blanket utility easements covering Blocks A through C. The plat also imposes specific restrictions that prohibit the placement of buildings, fences, and trees within any easement areas, ensuring unobstructed access for utility and infrastructure maintenance.

Once recorded with the Lorain County Recorder's office, the Final Plat will establish legal property boundaries and authorize the sale of the individual lots. It also formalizes the dedication of easements and defines the maintenance responsibilities of the HOA and public entities.

The final plat for Sandridge Run is consistent with the Avon Lake Planning & Zoning Code for the R-2 District and incorporates previously approved equivalency provisions for density and setbacks. It satisfies the applicable provisions of Section 1214.05 (Major Subdivisions) and Section 1238 (Subdivision Design Standards). Final verification of the minimum building floor area and sidewalk installation will be completed during the permitting and construction phases.

## **SUSTAINABILITY CONSIDERATIONS**

Sustainability measures have been integrated throughout the development. The stormwater management system includes a retention basin designed for flood control and erosion prevention. Groundwater recharge is supported through infiltration features, while standard site stormwater controls manage sediment and construction debris. Long-term water quality is further protected by post-construction enhancements. The HOA will be responsible for maintaining these systems, and the City retains access via blanket easements in the event of HOA non-performance issues.

## **DEVELOPMENT REVIEW COMMITTEE FINDINGS**

The Development Review Committee—comprised of representatives from Community Development, Engineering, Building, Public Works, Avon Lake Regional Water, Fire, and Police—has reviewed the proposed Final Plat and confirmed that it is consistent with the approved Preliminary Development Plan and complies with all applicable zoning and land use regulations. The As-Built plans were submitted today, and exterior pin certification is expected tomorrow. Final approval of the pin certification is required by the City Engineer, who will then determine the financial obligations associated with the subdivision, including performance bonds, maintenance guarantees, and applicable fees. All recording-related fees must be received and certified by the Finance Director before recording the Final Plat.

## **REVIEW CRITERIA AND COMMISSION ACTION**

To approve a major subdivision, the Commission must determine that the Final Plat meets all applicable standards as outlined in Section 1214.05 of the Avon Lake Planning and Zoning Code. The following criteria shall be considered:

- 1) That the major subdivision complies with all applicable provisions of this code;
- 2) That the subdivision does not conflict with other regulations, plans, or policies of the City;
- 3) That it is designed to be harmonious with the existing immediate or surrounding area or in keeping with the intended character of such area;
- 4) That it follows the Master Thoroughfare Plan and minimizes traffic congestion in public streets;
- 5) That it will not adversely affect the delivery of governmental services;



# SANDRIDGE RUN R-2 DEVELOPMENT

UNITS 1 THRU 25

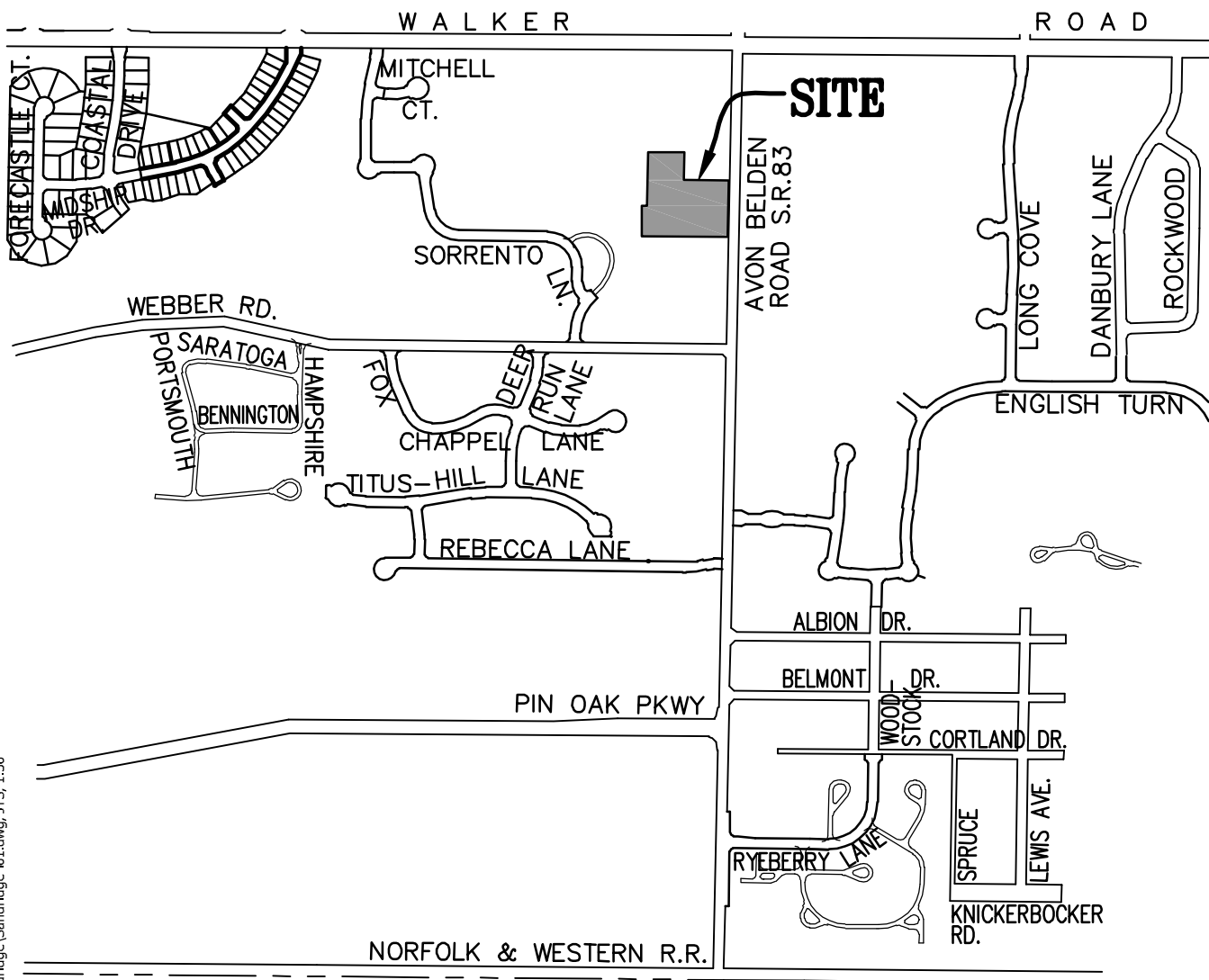
ZONED R-2 MULTIFAMILY WITH PRIVATE STREETS, PUBLIC WATER MAIN & PUBLIC SANITARY  
BEING PART OF

ORIGINAL AVON TOWNSHIP SECTION NO. 17

ALL OF PPN 04-00-017-101-066 & 090

CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO

O.U.P.S.# A-131-602-038





## PORT SIDE TOWNHOUSE SUBDIVISION – FINAL PLAT

# Report

**To:** Planning Commission

**From:** Kelly La Rosa, Planning and Zoning Manager

**Date:** May 29, 2025

**Re:** Case No. CPC-25-8, Pulte Homes of Ohio LLC, Major Subdivision Final Plat Approval for Port Side Townhouse Subdivision situated along Rock Harbor and South Port Drive.

### PROJECT OVERVIEW

Pulte Homes of Ohio, LLC requests Final Plat approval for the third phase of the Walker Road Planned Unit Development (PUD), also known as the Port Side Townhouse Subdivision. The 5.0206-acre site consists of 18 fee-simple townhouse lots, three common area blocks, one private street block (Rock Harbor), and two public streets (South Port Drive and Handford Boulevard). The subdivision was approved under the prior Avon Lake zoning code with applicable density allowances. The subdivision yields a density of 3.6 units per acre.

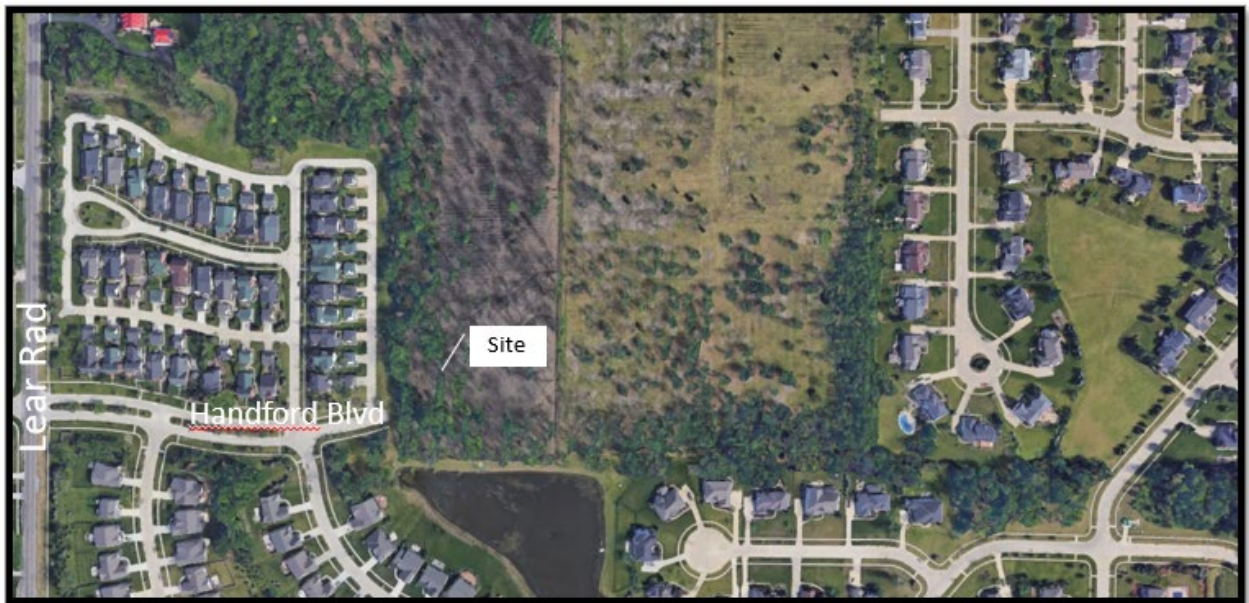


Figure 1: Maps Data: Google Earth 6/2/2015.



## PROJECT DESCRIPTION

**Owner:** Pulte Homes of Ohio, LLC 387 Medina Road, Medina.

**Engineer:** Henry G. Reitz Engineering Co.

**Location:** The Port Side Townhouse Subdivision is south of Walker Road, north of Krebs Road, and east of Lear Road. The townhouse units are situated along Rock Harbor and South Port Drive, intersecting at the traffic circle with Handford Blvd.

**Approvals:** The Walker Road PUD's General Development Plan was approved on April 6, 2021, detailing 113 units, comprising 36 townhomes, 31 single-family homes, and 46 cluster homes. Phase 1, approved on April 5, 2022, includes 18 townhomes and 31 single-family homes. Phase 2, approved on August 1, 2023, encompasses 46 cluster units. Phase 3 improvement plans were approved on August 6, 2024, and includes 18 attached townhouse units.

**Zoning:** The property is designated as part of a PUD within Avon Lake's zoning district map. To achieve specific objectives, this designation offers flexibility in lot sizes, setback lines, yard areas, and building types. It also includes provisions for incorporating open spaces, common areas, utilities, public enhancements, and additional uses.

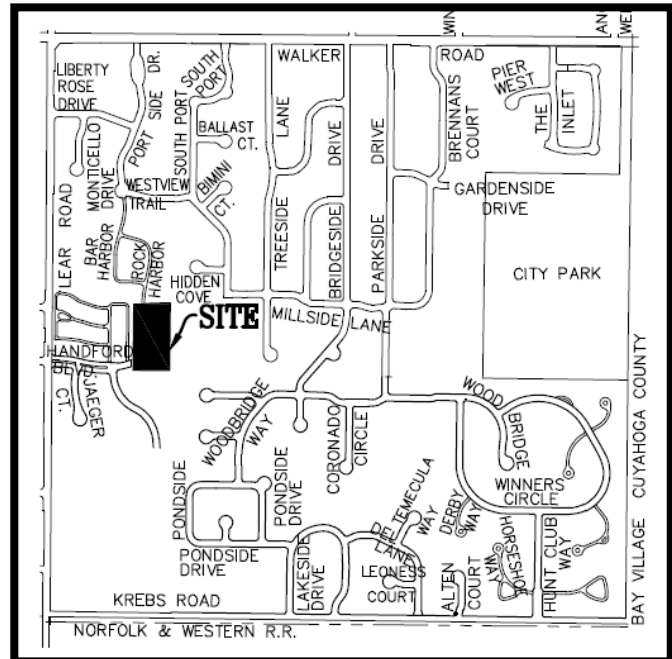
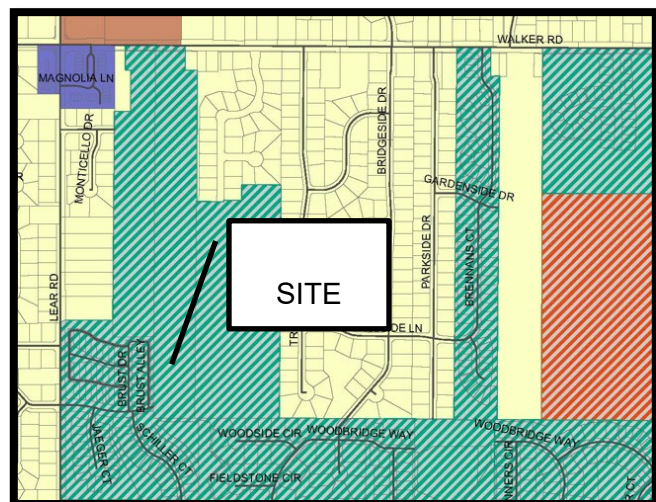


Figure 2: Vicinity Map





**Land Use:** According to the Future Land Use Map of the Comprehensive Plan, the site is designated as Low-Density Residential for detached single-family homes.

## APPLICABLE CODE SECTIONS

### Section 1214.05: Major Subdivision

This section governs the review of major subdivisions, ensuring consistency with zoning regulations, thoroughfare planning, infrastructure requirements, and integration with existing documents.



Figure 4: Excerpt Avon Lake Land Use Map

### Section 1238: Subdivision Design Standards

This section defines Subdivision Design Standards, including lot layout, block length, right-of-way configuration, utilities, sidewalks, landscaping, and connectivity.

## PROJECT ANALYSIS

This application represents the Final Plat stage of the Port Side Townhouse Subdivision, the third phase of the Walker Road PUD. The development includes 5.0206 acres dedicated to 18 fee-simple townhouse lots. The Final Plat, once recorded with the Lorain County Recorder's office, will allow for the sale of the subdivided lots. It serves to define property boundaries for transfer or sale and to describe and dedicate rights-of-way and easements.

The Final Plat complies with all applicable provisions of the Avon Lake Planning and Zoning Code, including Sections 1214.05 (Major Subdivision) and 1238 (Subdivision Design Standards). The City Engineer will confirm that it meets all requirements for public infrastructure, easement dedication, and utility access. The As-Built plans and pin certification were submitted today. The City Engineer will review the information and then determine the financial obligations associated with the subdivision. All recording-related fees must be received and certified by the Finance Director before recording the Final Plat.

A temporary traffic barrier was installed on Handford Boulevard at the request of residents and will remain in place pending the completion of a Traffic Impact Study. This interim measure does not impact the technical review or the Final Plat's compliance with city code.

## SUSTAINABILITY CONSIDERATIONS

The Port Side Townhouse Subdivision incorporates several sustainability-focused design strategies per Avon Lake's stormwater management and water quality standards. Although the retention basins serving this development were constructed during earlier subdivision phases, the project continues to contribute to ecosystem health through multiple means.





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Stormwater runoff is managed through a system of basins that reduce flooding and erosion, promote groundwater recharge via enhanced infiltration practices, and improve water quality by incorporating both construction-phase sediment controls and long-term water treatment features. These strategies support both compliance and environmental benefits.

Approved under the PUD code, the General Development Plan emphasizes sustainability by reducing the extent of impervious surfaces compared to conventional development patterns. This is achieved through increased common open space and more compact development design, which together mitigate environmental impacts while maintaining residential density.

Additional site-specific water quality enhancements were included in this phase of the project. Stormwater from adjacent upstream developments is routed through newly constructed water quality basins located near Walker Road, improving the treatment of regional runoff. The project also preserves the existing Gable Ditch, which runs along the site's eastern and southern boundaries. Instead of enclosing this natural feature, the developer preserved an open channel and maintained a riparian corridor to protect water quality and habitat. At necessary street crossings, 3-sided culvert structures were used to minimize disruption to the natural flow and ecological integrity of the ditch.

## **DEVELOPMENT REVIEW COMMITTEE FINDINGS**

The Final Plat submission has been reviewed by the Development Review Committee comprised of representatives from Community Development, Engineering, Building, Public Works, Avon Lake Regional Water, Fire, and Police and confirmed that it is consistent with the previously approved General Development Plan. However, Avon Lake Regional Water indicated that the water main needs additional testing.

As stated in the project analysis, final approval of the pin certification is required by the City Engineer, who will then determine the financial obligations associated with the subdivision, including performance bonds, maintenance guarantees, and applicable fees. All recording-related fees must be received and certified by the Finance Director before recording the Final Plat.

## **REVIEW CRITERIA AND COMMISSION ACTION**

To approve a major subdivision, the Commission must determine that the Final Plat meets all applicable standards as outlined in Section 1214.05 of the Avon Lake Planning and Zoning Code. The following criteria shall be considered:

1. That the major subdivision complies with all applicable provisions of this code;
2. That the subdivision does not conflict with other regulations, plans, or policies of the City;
3. That it is designed to be harmonious with the existing immediate or surrounding area or in keeping with the intended character of such area;
4. That it follows the Master Thoroughfare Plan and minimizes traffic congestion in public streets;
5. That it will not adversely affect the delivery of governmental services;
6. That the comments from review agencies have been adequately considered and addressed; and
7. That it conforms to the approved preliminary plat if submitted and approved.

# PORT SIDE TOWNHOUSE SUBDIVISION

BEING PART OF

ORIGINAL AVON TOWNSHIP SECTION NO. 29

PART OF PPN 04-00-029-101-236

AVON LAKE, COUNTY OF LORAIN

O.U.P.S.# A-410-901-195

