



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

**RESCHEDULED
COLLECTIVE COMMITTEE MEETING**
Council Chamber
September 2, 2025
Immediately Following Work Session

PUBLIC INPUT: *Members of the audience shall be permitted to speak only once, up to five minutes on any topic(s). [Code of Ordinance, Section 220.21(b)(1)]*

BUILDING AND UTILITIES COMMITTEE, Amy Gentry, Chair

- Central Lake Erie Regional Water Reclamation District (CLERWTR)

COMMUNICATIONS, ENVIRONMENTAL, AND RECREATIONAL PROGRAMMING COMMITTEE, Rob Shahmir, Chair

- U.S. Department of Agriculture White-Tailed Deer Management Plan Cooperative Agreement

PUBLIC SERVICE COMMITTEE, Jennifer Fenderbosch, Chair

- Right-of-Way Appraisals and Acquisitions on Lake Road, SR 83 West to Sheffield Lake

LEGISLATION

Third Readings:

Ordinance No. 25-134, AN ORDINANCE AMENDING CHAPTER 1018: MUNICIPAL TREE ORDINANCE, AND CODIFIED ORDINANCE SECTION 1065.99, ENFORCEMENT AND PENALTY. *Sponsor: J. Fenderbosch*

Ordinance No. 25-136, AN ORDINANCE APPROVING A VACATION FOR A PORTION OF THE SHIELDS AVENUE AND ELECTRIC BOULEVARD RIGHTS-OF-WAY AND DECLARING AN EMERGENCY. *Sponsor: G. Smith*

Second Readings:

Ordinance No. 25-139, AN ORDINANCE AMENDING THE RULES OF THE CIVIL SERVICE COMMISSION AND DECLARING AN EMERGENCY. *Sponsor: G. Smith*

Ordinance No. 25-140, AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEDICAL DIRECTION SERVICES AGREEMENT FOR THE TACTICAL EMERGENCY MEDICAL SERVICES (TEMS) AND RELATED TRAINING TO THE EASTERN LORAIN COUNTY EMERGENCY RESPONSE TEAM (ELCERT) COMPRISED OF THE CITY OF AVON, THE CITY OF AVON LAKE, AND THE CITY OF NORTH RIDGEVILLE AND UNIVERSITY HOSPITAL AND DECLARING AN EMERGENCY. *Sponsor: D. Kos*

Resolution No. 25-143, A RESOLUTION AUTHORIZING THE USE OF AN UNNEEDED AND OBSOLETE VEHICLE FOR TRAINING PURPOSES AND SUBSEQUENT SALE OF SUCH VEHICLE FOR SCRAP. *Sponsor: D. Kos*

First Reading:

As determined at the Collective Committee Meeting.

MISCELLANEOUS BUSINESS AND ANNOUNCEMENTS

ADJOURNMENT

A RESOLUTION IN SUPPORT OF THE CREATION OF CENTRAL LAKE ERIE
REGIONAL WATER RECLAMATION DISTRICT

WHEREAS, the Avon Lake Board of Municipal Utilities, City of Avon Lake, Avon Lake Regional Water, Lorain County Rural Wastewater District, and Lorain County have been in discussion to create a regional sewer district; and

WHEREAS, a regional Ohio Revised Code (R.C.) 6119 sewer district is necessary and beneficial for the Central Lake Erie Region; and

WHEREAS, the proposed R.C. 6119 regional district will be known as Central Lake Erie Regional Water Reclamation District (“CLERWTR”) for the regional conveyance and treatment of regional wastewater; and

WHEREAS, portions of Lorain County and Avon Lake would be included in the proposed territory and service area for CLERWTR; and

WHEREAS, residents in Avon Lake and the region as a whole would benefit from the formation of a regional sewer district; and

WHEREAS, the creation of CLERWTR will benefit the City of Avon Lake by improving service, promoting economic development, improving environmental concerns, and will achieve efficiencies by taking a regional approach to public utilities; and

WHEREAS, Avon Lake intends to be a Petitioner for the formation of CLERWTR along with Lorain County, with support from Lorain County Rural Wastewater District; and

WHEREAS, Avon Lake as a Petitioner, intends to hold a public meeting and file a Petition and Plan of Operation pursuant to R.C. 6119.02 to petition for the formation of CLERWTR before the Lorain County Court of Common Pleas; and

WHEREAS, Avon Lake through the Avon Lake Board of Municipal Utilities will be entering into a Letter of Intent (“LOI”) with the newly formed CLERWTR to lease certain assets and a facility, a copy of same is attached hereto as Exhibit A.

WHEREAS, the Council of Avon Lake wishes to express its support for the proposed creation of CLERWTR as a wastewater district under R.C. Chapter 6119, to be listed as the Petitioner of the creation of CLERWTR in its petition, and to authorize the execution of the LOI.

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

Section No. 1: Council of Avon Lake hereby finds that the proposed R.C. 6119 sewer district will be conducive to the health, safety and welfare of Lorain County, and therefore, will serve the public interest, convenience, and necessity of the residents of the City.

Section No. 2: Council hereby declares that it is a Petitioner for the formation of CLERWTR pursuant to R.C. Chapter 6119.

Section No. 3: Council of Avon Lake hereby encourages regional support for the creation of CLERWTR and urges the court to receive the petition to approve the same.

Section No. 4: Council of Avon Lake hereby authorizes and directs the Mayor to execute the LOI in a form substantially similar to the attached Exhibit A.

Section No. 5: Council hereby authorizes and directs the Mayor to take such actions as is necessary to cause a Petition, Plan of Operation, and all other supporting documents to be filed with the Lorain County Court of Common Pleas for the formation of CLERWTR, and to cause further filings to be made before the Court as may be necessary to present the Council's interest in the proceeding.

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

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

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

DRAFT

_____, 2025

Re: Letter of Intent to Enter into a Ground Lease for the Facility located at 180 Shields Road, Avon Lake, Ohio

Dear Central Lake Erie Regional Water Reclamation District Board:

The following is the basis upon which Central Lake Erie Regional Water Reclamation District, ("CLRWTR" or "Lessee") proposes to lease the Avon Lake Reclamation Facility located at 180 Shields Road (the "Facility") from Avon Lake Board of Municipal Utilities, AKA ALRW, by and through the City of Avon Lake ("Lessor").

This is a Letter of Intent only and not an offer to purchase. When approved by both parties, this letter is an indication of the good faith intent of the parties to endeavor to agree to a Ground Lease on the terms set forth below. However, this Letter of Intent is not legally binding on either party, notwithstanding anything to the contrary in this letter, except for the last paragraph of this letter.

The terms and conditions of this Letter of Intent are as follows:

1. Property: The property shall consist of the Facility, including all easements, assets and pipes for the plant discharges to Lake Erie.
2. Term: The Term of the Lease shall be for a period of thirty (30) years (the "Term"), beginning on the effective date of the Ground Lease and ending on December 31, 2054, unless extended. CLERWTR shall be granted seven (7) extensions of ten (10) years each, which shall be exercised by providing written notice to Lessor as early as five (5) years before the expiration of the then current term or extension but no later than one (1) year before the expiration of the then current term or expiration.
3. Consideration: In consideration for the leasing of the Facility, CLERWTR agrees to pay base rent of \$2.00 annually on the anniversary of the effective date of the Ground Lease. In addition, CLERWTR agrees to assume and pay the Ohio Water Development Authority Loan Nos. 7349 and 9170 issued to and secured by Lessor to finance the Facility.

4. Option to Purchase:

CLERWTR shall have the option to purchase the Facility at a price of \$74,000,000.00 minus the cost of any capital improvements made by CLERWTR prior to the closing date for the purchase of the assets, and minus all CLERWTR payments made for debt assumed for the Facility. In addition, CLERWTR shall have the option to purchase the outfall owned by Lessor which begins at the Facility and follows public rights-of-way and State-leased submerged lands, and discharges to Lake Erie via a submerged diffuser located roughly 1,200 feet offshore at the cost of \$2,783,000 minus the cost of any capital improvements made by CLERWTR prior to the closing date for the purchase of the outfall.
5. Operation of the Facility:

CLERWTR shall contract with an operator to operate and maintain the Facility and the regional wastewater conveyance system which is connected into the Facility (collectively, "Regional Sanitary Wastewater System"). The contract operator shall operate and maintain the Regional Sanitary Wastewater System in an economical and efficient manner, pursuant to an operating agreement between CLERWTR and the contracted operator. CLERWTR or its contractor operator shall make all necessary repairs and improvements as necessary to provide adequate sanitary wastewater service.
6. Rates and Charges:

CLERWTR shall establish, publish, maintain, enforce and collect rates and charges on the Regional Sanitary Wastewater System, in such amounts to pay the operating expenses, rent under the Ground Lease, debt service, and any additional amounts required for CLERWTR to operate in a financially feasible manner.
7. Ownership:

Unless CLERWTR exercises any purchase option as provided for in the Ground Lease, all assets, additions, improvements, and fixtures of the property and the Facility shall remain the property of Lessor.

This Letter of Intent is intended to be and shall constitute a non-binding Letter of Intent only. This Letter of Intent does not constitute a contract or offer to sell, purchase, or lease the Facility or any property. Except as expressly provided in this letter, neither CLERWTR or Lessor may claim any legal rights against the other by reason of any actions taken in reliance upon this non-binding Letter

DRAFT

of Intent, including, but not limited to, any partial performance of the transaction contemplated herein, promissory estoppel or otherwise.

Respectfully yours,

LESSOR:

Avon Lake Board of Municipal Utilities
By and Through the City of Avon Lake

By: _____

Its: _____

Date: _____

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

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – AUTHORITY

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

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

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

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

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

COOPERATOR:

Jonathan Liskovec, Public Works Director
The City of Avon Lake
150 Avon Belden Road
Avon Lake, Ohio 44012
Phone: (440) 930-4126
Email: jliskovec@avonlake.org

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

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

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

USDA/APIHS/WS:
Lee Humberg, Acting State Director
USDA, APHIS, WS
4469 Professional Parkway
Groveport, Ohio 43125
Phone: (614) 993-3444
Email: Lee.a.humberg@usda.gov

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

ARTICLE 6 – CONTINGENCY STATEMENT

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

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

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

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

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

ARTICLE 9 – LAWS AND REGULATIONS

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

ARTICLE 10 – LIABILITY

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

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

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

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on **October 1, 2025**, and shall continue through **September 30, 2026**. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 30 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

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

Cooperator's Tax ID No.: 34-6000166

APHIS-WS's Tax ID: 41-0696271

COOPERATOR:

Mark A. Spaetzel, Mayor
City of Avon Lake
150 Avon Belden Road
Avon Lake, Ohio 44012
Phone: (440) 930-4100
Fax: (440) 930-4107

Date

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

Lee Humberg, Acting State Director
USDA, APHIS, WS
4469 Professional Parkway
Groveport, Ohio 43125
Phone: (614) 993-3444

Date

Keith P. Wehner
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

Date

WORK PLAN

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

Program Objective

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

Plan of Action

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

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

APHIS WS employees will be used to assist with the baiting and sharpshooting portion of the White-tailed Deer Management Plan of the CITY OF AVON LAKE. WS will coordinate with the CITY OF AVON LAKE project coordinator to inspect, propose and certify baiting and shooting zones to be used. APHIS WS personnel will prepare and arrange any necessary deer damage management equipment. WS will conduct removal of white-tailed deer from the CITY OF AVON LAKE using rifles equipped with noise-suppression devices. WS will collect and transport whole carcasses to a predetermined CITY OF AVON LAKE facility and process deer (eviscerate/gut). WS will collect all data; live weight, sex, age, fetus counts. WS will obtain a processor/butcher to prepare and package the meat for donation to a charity of the CITY OF AVON LAKE'S choice. WS will invoice the CITY OF AVON LAKE as part of this agreement for a predetermined rate negotiated by WS with the processor/butcher for up to 60 deer. The 60 deer referenced may not represent the number of deer that will be removed for a given year and instead is used as a place holder to estimate processor/butcher costs. The ODW permitted number of deer to be removed could be less than 60 deer for the year and the CITY OF AVON LAKE would only be invoiced for the deer removed. If more than 60 deer are requested for processing and available funds can not cover the cost, a written/signed revision to this agreement would be needed to cover those additional processor/butcher costs. WS will deliver deer to the processor/butcher the following morning after removal efforts. WS will conduct removal activities between October 15, 2025 and March 31st 2026. Every effort will be made to conduct removal activities during this time period but activities are contingent upon weather conditions and site availability.

CITY OF AVON LAKE will be responsible for the following:

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

- CITY OF AVON LAKE shall maintain records as required by ODW and report results to ODW and APHIS WS upon completion of the program.

Monitoring of Accomplishments

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

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$12,979.63
Travel		0
Vehicles		\$2,023.98
Other Services		\$7,260.00
Supplies and Materials		\$665.00
Equipment		\$1,000.00
Subtotal (Direct Charges)		\$23,928.61
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$2,632.15
Indirect Costs	16.15%	\$3,864.47
Aviation Flat Rate Collection		
Agreement Total		\$30,425.23
<p>The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed: \$30,425.23.</p> <p>APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement. The final monthly invoice is expected to arrive by the end date of this agreement, but due to adjustments and potential delays in final charges clearing the financial process, the final bill may be delayed.</p>		

Financial Points of Contact:

Beth Krosse
City of Avon Lake
150 Avon Belden Road
Avon Lake, Ohio 44012
Phone: (440) 930-4124
bkrosse@avonlake.org

Patricia De Graff,
USDA, APHIS, WS
8540 Coonpath Rd. NW
Carroll, Ohio 43112
Phone: (614) 595-2396
Patricia.a.degraff@usda.gov

August 7, 2025

Jonathan Liskovec
Public Works Director
City of Avon Lake, Ohio
jliskovec@avonlake.org

Re: LOR US 6 – 15.87 (PID 119923)
Right of Way Acquisition Services

Dear Mr. Liskovec:

O.R. Colan Associates (ORC) is pleased to provide a price proposal to perform turnkey Right of Way acquisition services for the **LOR US 6 15.87** project. The services, scope and fees proposed are based on ORC following the Ohio Department of Transportation's (ODOT) Policy and Procedures related to property acquisition and fall with ODOT's Fee Guidance (July 2025) under medium level.

Our price proposal is presented on a "per task/per parcel" basis and we have proposed services that include Project Management, Title Reports, Appraisal, Value Analysis, Negotiation and Closings. ORC has conducted preliminary scoping discussions with appraiser, Roger Sours, MAI, and Reviewer Kevin Schroeder, MAI, to estimate the appraisal formats.

ORC greatly appreciates the City of Avon Lake selecting ORC to perform the R/W Acquisition needed on this project. If you have any questions or require further information, please do not hesitate to contact me at (440) 827-6116 ext. 205. I look forward to the opportunity to work together on this project.

Respectfully,



Benjamin Zera
Project Manager

cc: Project File
Joseph Almady – O.R. Colan Associates
Val Kilmer, PE, Bramhall Engineering

RW ACQUISITION SERVICES COST PROPOSAL

Company Name: O.R. Colan Associates

District: 3

Date: 8/7/25

PID NO.: 119923

Task No.:

Project CRS: LOR US 6 15.87

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. Project Management - line items found in sections below	parcel			
2. Appraisal				
a. RE 95 Preparation	parcel	10	\$375.00	\$3,750.00
b. R/W Appraisal Report (RE 25-17)	parcel	1	\$9,000.00	\$9,000.00
c. Limited Scope R/W Appraisal Report (RE 25-17)	parcel			\$0.00
e. Value Analysis	parcel	34	\$770.00	\$26,180.00
f. Project Data Book	parcel			\$0.00
g. Project Management	parcel	35	\$300.00	\$10,500.00
SECTION SUBTOTAL				\$49,430.00
3. Appraisal Review				
a. R/W Appraisal Report(RE 25-16)	parcel			\$0.00
b. Limited Scope R/W Appraisal Report (RE 25-16)	parcel			\$0.00
c. Value Finding (RE 25-14)	parcel			\$0.00
d. Value Analysis (RE 25-13)	parcel			\$0.00
e. USPAP Review (RE 25-12)	parcel			\$0.00
f. Parcel Impact Note	parcel			\$0.00
g. Appraisal Problem Analysis	parcel			\$0.00
h. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
4. Title Researches				
a. Abbreviated Titles	parcel	13	\$450.00	\$5,850.00
b. Full Title (42 year)	parcel	22	\$760.00	\$16,720.00
c. Title Update	parcel	0	\$275.00	\$0.00
d. Project Management	parcel	35	\$300.00	\$10,500.00
SECTION SUBTOTAL				\$33,070.00
SECTION TOTAL				\$82,500.00

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)	parcel	35	\$1,150.00	\$40,250.00
b. Negotiation-package submission	parcel	35	\$1,150.00	\$40,250.00
b. Bill of Sale Negotiation	Per BS Parcel			\$0.00
c. Negotiation Trainee	parcel			\$0.00
d. Project Management	parcel	35	\$300.00	\$10,500.00
SECTION SUBTOTAL				\$91,000.00
6. Closings				
a. Mail Out	parcel	13	\$520.00	\$6,760.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)	parcel	22	\$710.00	\$15,620.00
c. Formal - structure parcels	parcel			\$0.00
d. Title Update for Appropriation	parcel	0	\$250.00	\$0.00
e. Mortgage Release	per release	0	\$600.00	\$0.00
f. Project Management	per release	35	\$300.00	\$10,500.00
SECTION SUBTOTAL				\$32,880.00
7. Relocation Assistance Services				
a. Residential offer made	parcel			\$0.00
b. Residential final billing	parcel			\$0.00
c. Commercial Offer made	parcel			\$0.00
d. Commercial final billing	parcel			\$0.00
e. Personal Property final billing	parcel			\$0.00
f. Pre-Acquisition Survey/Interview	parcel			\$0.00
g Pre-Acquisition Report	parcel			\$0.00
Project Management for h Relocation/Relocation Review	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
8 Relocation Review				
a. Residential Review	parcel			\$0.00
b. Commercial Review	parcel			\$0.00

c. Personal Property Review	parcel			\$0.00
d. Project Management	parcel			\$0.00
SECTION SUBTOTAL				\$0.00

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9. Asbestos				
a. Collection/Reporting	parcel			\$0.00
b. Testing	parcel			\$0.00
SECTION SUBTOTAL				\$0.00
10. Miscellaneous				
a. Red Books	parcel			\$0.00
b. Meetings and Testimony for appropriations	parcel			\$0.00
c. Property Management	parcel			\$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)	parcel			\$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)	parcel	22	\$100.00	\$2,200.00
f. R/W Cost Estimate (RE-101)	parcel			\$0.00
SECTION SUBTOTAL				\$2,200.00
SECTION TOTAL				\$126,080.00
GRAND TOTAL				\$208,580.00

Parcel / Take	PM Appraisal	Appraisal Format	Appraisal Fee	PM Title	Title Report	PM Negotiation	Negotiations	PM Closing	Closings - Formal/Informal	Copying/ Recording Fees
18-WD,T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
20-WD,T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
23-WD,T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
33-WD,T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
35-WD,T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
48-WD1,WD2	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
57-WD	\$ 300.00	Summary	\$ 9,000.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
64-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
67-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
76-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
78-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
85-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
86-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
87-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
88-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
92-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
101-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
104-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
105-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
106-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
108-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
110-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
113-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
121-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
123-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
130-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
131-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
148-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
159-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
175-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
177-WD	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 760.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 710.00	\$ 100.00
182-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
188-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
190-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
192-T	\$ 300.00	Value Analysis	\$ 770.00	\$ 300.00	\$ 450.00	\$ 300.00	\$ 2,300.00	\$ 300.00	\$ 520.00	\$ -
35	\$ 10,500.00	35	\$ 35,180.00	\$ 10,500.00	\$ 22,570.00	\$ 10,500.00	\$ 80,500.00	\$ 10,500.00	\$ 22,380.00	\$ 2,200.00
SUB TOTAL										\$ 204,830.00
RE95's								10	\$ 375.00	\$ 3,750.00
TOTAL										\$ 208,580.00



July 29, 2025

Jonathan Liskovec
Public Works Director
City of Avon Lake
750 Avon Beldon Road,
Avon Lake, Ohio 44012

Re: Proposal for Review Services (LOR-US 6-15.87 - PID 119923)

Jonathan:

Attached is our proposal to perform the appraisal reviews on the LOR-US 6-15.87 (PID 119923) Project. The proposed fees are based primarily on ODOT's 2025 Consultant Fee Guidance. The proposal considers the number of parcels and complexity of the project and assumes there will be no major changes to the plans. All appraisal review services will be completed in accordance with ODOT and USPAP standards.

Payment will be made to Martin + Wood Appraisal Group, Ltd. within 45 days after the appraisals are submitted. If needed, Martin + Wood Appraisal Group, Ltd. shall be paid for such services rendered with respect to consultation, litigation support and/or expert witness testimony in accordance with the following fees: consultation, preparation, conference time, deposition time, attendance in court and associated drive time @ \$325 per hour. In addition, Martin + Wood Appraisal Group, Ltd. shall be paid for such services rendered with respect to report revisions due to plan changes @ \$200 per hour.

Please note that since 1965 we have completed over 450,000 appraisals of residential, commercial, industrial, agriculture and special purpose properties and we maintain a high level of competency and thoroughness within our work. Please visit our website at www.martin-woodappraisal.com for additional information on our firm.

Thank you for your consideration. If you have any questions or have further instructions, please call me at 419-241-4998. **If the fees quoted and the terms are acceptable, please email a signed copy of the agreement to kschroeder@martin-woodappraisal.com, or fax the agreement to 419-241-5932.**

Respectfully Submitted By:
Martin + Wood Appraisal Group, Ltd.

Proposal Accepted By:
City of Avon Lake

Kevin P. Schroeder
Vice President

07/29/2025

Date

Jonathan Liskovec
Public Works Director

Date

RW ACQUISITION SERVICES COST PROPOSAL

Company Name: Martin + Wood Appraisal Group, Ltd.

District: 3

Date: 07/29/2025

PID NO.: 119923

Task No.: N/A

Project CRS: LOR-US 6-15.87

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
1. Project Management - line items found in sections below				
2. Appraisal				
a. RE 95 Preparation				\$0.00
b. R/W Appraisal Report (RE 25-17)				\$0.00
c. Limited Scope R/W Appraisal Report (RE 25-17)				\$0.00
d. Value Finding (RE 90)				\$0.00
e. Value Analysis				\$0.00
f. Project Data Book				\$0.00
g. Project Management				\$0.00
SECTION SUBTOTAL				\$0.00
3. Appraisal Review				
a. R/W Appraisal Report (RE 25-16)	Parcel 57	1	\$5,000.00	\$5,000.00
b. Limited Scope R/W Appraisal Report (RE 25-16)				\$0.00
c. Value Finding (RE 25-14)				\$0.00
d. Value Analysis (RE 25-13)	All Parcels, Except Parcel 57	33	\$325.00	\$10,725.00
e. USPAP Review (RE 25-12)				\$0.00
f. Appraisal Scoping Checklist	All Parcels	34	\$150.00	\$5,100.00
g. Appraisal Problem Analysis				\$0.00
h. Project Management	All Parcels	34	\$200.00	\$6,800.00
SECTION SUBTOTAL				\$27,625.00
4. Title Researches				
a. Abbreviated Titles				\$0.00
b. Full Title (42 year)				\$0.00
c. Title Update				\$0.00
d. Project Management				\$0.00
SECTION SUBTOTAL				\$0.00
SECTION TOTAL				\$27,625.00

Table split for Federal Authorization for Right of Way Acquisition

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
5. Negotiation				
a. Negotiation (includes letters, packets, negotiations, billings, document preparation, plan revision coordination, etc.)				\$0.00
b. Bill of Sale Negotiation				\$0.00
c. Negotiation Trainee				\$0.00
d. Project Management				\$0.00
SECTION SUBTOTAL				\$0.00
6. Closings				
a. Mail Out				\$0.00
b. Formal (includes forms RE 30, 31, 44, 45 & 57 and etc.)				\$0.00
c. Formal - structure parcels				\$0.00
d. Title Update for Appropriation				\$0.00
e. Mortgage Release				\$0.00
f. Project Management				\$0.00
SECTION SUBTOTAL				\$0.00
7. Relocation Assistance Services				
a. Residential offer made				\$0.00
b. Residential final billing				\$0.00
c. Commercial Offer made				\$0.00
d. Commercial final billing				\$0.00
e. Personal Property final billing				\$0.00
f. Pre-Acquisition Survey/Interview				\$0.00
g. Pre-Acquisition Report				\$0.00
h. Project Management for Relocation/Relocation Review				\$0.00
SECTION SUBTOTAL				\$0.00
8 Relocation Review				
a. Residential Review				\$0.00
b. Commercial Review (Landlord)				\$0.00
c. Commercial Review (Tenant)				\$0.00
d. Personal Property Review				\$0.00
e. Project Management				\$0.00
SECTION SUBTOTAL				\$0.00

Pay Item	Type of Unit	No. of Units	Fee Per Unit	Total Amount
9. Asbestos				
a. Collection/Reporting				\$0.00
b. Testing				\$0.00

SECTION SUBTOTAL				\$0.00
10. Miscellaneous				
a. Red Books				\$0.00
b. Meetings and Testimony for appropriations				\$0.00
c. Property Management				\$0.00
d. Specialty Appraisal Studies (Parking, Rent, Architectural etc.)				\$0.00
e. Copies and Recording fees (reimbursable based on actual cost for Titles and Closings - receipts necessary)				\$0.00
f. R/W Cost Estimate (RE-101)				\$0.00
g. Re 22-1				\$0.00
SECTION SUBTOTAL				\$0.00
SECTION TOTAL				\$0.00
GRAND TOTAL				\$27,625.00