



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

VOTING ORDER

D. Kos
R. Shahmir
G. Smith
K. Zuber
Z. Arnold
J. Fenderbosch
A. Gentry

The following business is to be considered at the regular meeting of the Avon Lake City Council on September 8, 2025, at 7 p.m. in the Council Chamber.

Pledge of Allegiance

Roll Call: Mr. Arnold, Mrs. Fenderbosch, Ms. Gentry, Mr. Kos, Mr. Shahmir, Mr. Smith, Mr. Zuber, Mayor Spaetzel, Law Director Ebert, Finance Director Krosse, Public Works Director Liskovec.

Approval of Minutes: August 25, 2025, Council Meeting.

Correspondence

Proclamations: In celebration of the 90th anniversary of Klingshirn Winery from Mayor Spaetzel and State Representative Joe Miller.

Resolution of Recognition:

Resolution No. 25-144, A RESOLUTION RECOGNIZING THE 90TH ANNIVERSARY OF KLINGSHIRN WINERY AND HONORING THE KLINGSHIRN FAMILY FOR THEIR GENERATIONAL CONTRIBUTIONS TO THE COMMUNITY OF AVON LAKE. →***Sponsor: K.C. Zuber***

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(a)(1)]*

Reports

Mayor
Council President
Law Director

→ Suspension of the rule requiring three readings

Finance Director
Public Works Director
Standing Committees
Special Committees

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 (presented by G. Smith)*

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 (presented by G. Smith)*

First Readings:

Ordinance No. 25-145, AN ORDINANCE AUTHORIZING A COOPERATIVE SERVICE AGREEMENT BETWEEN THE CITY OF AVON LAKE AND THE UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL AND PLANT HEALTH INSPECTION SERVICE RELATED TO THE DEER MANAGEMENT PLAN AND DECLARING AN EMERGENCY. *Sponsor: R. Shahmir*

Ordinance No. 25-146, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH O.R. COLAN ASSOCIATES, LLC., FOR RIGHT-OF-WAY ACQUISITION SERVICES FOR THE LOR US-6 15.87 PROJECT (LAKE ROAD, SR 83 WEST TO SHEFFIELD LAKE) AND DECLARING AN EMERGENCY. →*Sponsor: J. Fenderbosch*

→ Suspension of the rule requiring three readings

Ordinance No. 25-147, AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MARTIN+WOOD APPRAISAL GROUP, LTD., FOR APPRAISAL REVIEW SERVICES FOR THE LOR US-6 15.87 PROJECT (LAKE ROAD, SR 83 WEST TO SHEFFIELD LAKE) AND DECLARING AN EMERGENCY. →*Sponsor: J. Fenderbosch*

Ordinance No. 25-148, AN ORDINANCE DESIGNATING THE RED AIRCRAFT WARNING BEACON FORMERLY MOUNTED ATOP THE AVON LAKE POWER PLANT SMOKESTACK AS AN HISTORIC LANDMARK. *Sponsor: G. Smith*

Ordinance No. 25-149, AN ORDINANCE APPROVING THE IMPROVEMENT PLAN FOR CHRIST CHURCH INDUSTRIAL SUBDIVISION AND DECLARING AN EMERGENCY.
→*Sponsor: G. Smith*

Ordinance No. 25-150, AN ORDINANCE APPROVING AVON CENTER ESTATES SUBDIVISION NO. 2, PHASE 6, RIGHTS-OF-WAY VACATIONS AND CONSOLIDATION PLAT.
→*Sponsor: G. Smith*

Ordinance No. 25-151, AN ORDINANCE APPROVING THE IMPROVEMENT PLAN FOR AVON CENTER ESTATES NO. 2, PHASE 6, AND DECLARING AN EMERGENCY. *Sponsor: G. Smith*

Miscellaneous Business and Announcements

Adjournment

→ Suspension of the rule requiring three readings

A RESOLUTION RECOGNIZING THE 90TH ANNIVERSARY OF KLINGSHIRN
WINERY AND HONORING THE KLINGSHIRN FAMILY FOR THEIR GENERATIONAL
CONTRIBUTIONS TO THE COMMUNITY OF AVON LAKE.

WHEREAS, in 1845, Johann Michael Klingshirn and his wife emigrated from Bavaria, Germany, settling in old Avon, Ohio, where, as Michael, he purchased his first 40-acre parcel of farmland on Moore Road, later expanding his landholdings, and with his wife, Maria, raised eleven children, four of whom survived into adulthood, thereby establishing the family's enduring roots in the community; and

WHEREAS, Michael's son, Anton Joseph Klingshirn, born in 1858, worked his father's land and, after marrying Anna in 1889, established a homestead and family farm on Walker Road, where he and Anna raised ten children, seven of whom survived to adulthood, and expanded the family's agricultural presence to over 248 acres, including vineyards and the establishment of the Avon Lake Feed Mill in 1926; and

WHEREAS, Anton's son, Albert Klingshirn, educated in a one-room schoolhouse at Walker Road and State Route 83, married Theresa Conrad in 1922 and began farming the family's Webber Road land, where, in 1935, he founded Klingshirn Winery, transforming his grape juice business into a full winery following the repeal of Prohibition; and

WHEREAS, Albert not only expanded the winery and vineyards but also gave back to his community through public service as a member of Avon Lake City Council from 1935 to 1946, advocating for industrial development that brought lasting benefits to the City's financial stability and growth; and

WHEREAS, Albert's youngest son, Allan Klingshirn, salutatorian of the Avon Lake High School Class of 1946, married Barbara Ann Jones in 1955, and carried forward the family's legacy by dedicating himself to the winery and becoming a leader in Ohio's wine industry, co-founding the Ohio Wine Producers Association, which helped grow the number of Ohio wineries from 27 in the 1970s to over 400 today; and

WHEREAS, Allan's youngest son, Lee Klingshirn, joined the family business in 1986, married Nancy Jeanine Autullo in 1994, and co-managed the winery alongside Allan, continuing the family tradition as the next wine master; and

WHEREAS, Allan expanded the vineyards from 8 acres to 20 acres and invested in the facilities and equipment in support of Lee's efforts to integrate the latest research and innovation, including sustainable practices, hybrid and vinifera grape varieties, and pioneering vineyard technology in collaboration with The Ohio State University and the United States Department of Agriculture, ensuring the continued success of Klingshirn Winery in the 21st century; and

WHEREAS, Allan and Barbara demonstrated their steadfast support and encouragement, modeled by generations of Klingshirns before them, and, with wise counsel, steady guidance, and quiet dignity, empowered Lee to pursue innovations and changes that would strengthen and sustain the family's winemaking legacy; and

WHEREAS, for generations, the Klingshirn Family has exemplified faith, hard work, innovation, and community spirit, contributing not only to the establishment of St. Mary's Parish in Avon and St. Joseph Parish in Avon Lake but also to the prosperity of the local economy and the broader Ohio wine industry; and

WHEREAS, the 90th Anniversary of Klingshirn Winery stands as a monument to the enduring legacy of family enterprise, agricultural excellence, civic service, and community pride, recognized both throughout Ohio and internationally.

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

Section No. 1: That Council hereby recognizes and congratulates Klingshirn Winery on the occasion of its 90th Anniversary and honors the Klingshirn Family for their remarkable contributions across generations to the growth, identity, and vitality of the community.

Section No. 2: That the Clerk of Council shall include this Resolution in the minutes of this meeting, and she is hereby requested to transmit a copy of this Resolution to the Klingshirn Family as a symbol of the City's deepest appreciation and respect.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE AMENDING CHAPTER 1018: MUNICIPAL TREE ORDINANCE,
AND CODIFIED ORDINANCE SECTION 1065.99, ENFORCEMENT AND PENALTY.

WHEREAS, the Public Service Committee and the Tree Commission recommended amending Chapter 1018: Municipal Tree Ordinance, and Codified Ordinance Section 1065.99; and

WHEREAS, Council, coming now to consider said recommendations, approves them in full.

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

Section No. 1: That Chapter 1018 is hereby amended as follows:

~~MUNICIPAL~~ **CITY** TREE ORDINANCE

§ 1018.01 PURPOSE; TITLE.

(a) The purpose of this chapter is to establish a framework for the development and sustainability of the city's urban forest to maximize the benefits for all residents through the orderly planting, maintaining, care and preservation of trees, shrubs and hedges in the public ways and on all city property.

(b) This chapter shall be known as the Avon Lake ~~Municipal~~ **City** Tree Ordinance.

§ 1018.02 DEFINITIONS.

For the purpose of this chapter the following terms, phrases, words and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. The word "shall" is mandatory and not merely directory.

ADMINISTRATIVE COMMUNICATION. A written, typed or printed document.

ANSI A300. The Tree Care standards, as amended, that have been developed and promulgated by the American National Standards Institute.

ARBORIST. One who, by possession of a recognized degree, certificate, or professional standing, or by extensive knowledge, training, and experience, has demonstrated the ability to deal with the subject matter.

BOARD CONTROLLED PUBLIC PLACES. All current and future grounds placed under board control by the Charter, such as the Board of Utilities and the Board of Education in the city.

CALIPER. The diameter of a tree trunk six inches above the existing grade or proposed planted grade. This measurement is only used for replacement when using nursery stock trees in this chapter.

CITY. The City of Avon Lake, Lorain County, State of Ohio.

CRITICAL ROOT ZONE. The area inscribed by an imaginary line on the ground beneath a tree having its center point at the center of the trunk of the tree and having a radius equal to 1.5 feet for every one inch of diameter breast height.

DIAMETER BREAST HEIGHT (DBH). The diameter of a tree measured at four and one-half feet above the existing grade. This measurement is an industry standard measurement used for existing trees.

EMERGENCY. The immediate necessity for the preservation of public peace, health and safety.

HEDGE. A row of closely planted shrubs or low-growing trees forming a fence or boundary.

INTERNATIONAL SOCIETY OF ARBORICULTURE (ISA). The professional organization who governs the accreditation of tree care professionals and adopts standards for arboriculture implementation.

LARGE TREES. Those trees attaining a height of 45 feet or more.

MASTER TREE PLAN. The plan shall specify the species of tree to be planted on each of the streets in the city.

MEDIUM TREES. Those trees attaining a height of 30 to 45 feet.

PARK. All public parks having individual names.

PARK AND STREET TREES DEPARTMENT. The Public Works Department, which is the designated department of the city under whose jurisdiction park and/or street trees fall.

PERSON. Any person, firm, partnership, association, corporation, company or organization of any kind.

PRINCIPAL THOROUGHFARE. Any street upon which trucks are not prohibited.

PRIVATE PROPERTY. All grounds not owned by the city.

PROPERTY LINE. The ~~outer edge of a street or highway~~ border where a property begins and ends.

PROPERTY OWNER. The person owning such property as shown by the County Auditor's Plat of Lorain County, Ohio.

PROTECTED TREE. Any tree in good health having a diameter of eight inches DBH or larger or having an aggregate diameter of twenty inches DBH for multi-stemmed trees. Trees less

than eight inches DBH may be given protected status, if determined to be of high value by the Urban Forester based on species, health, and history.

PUBLIC PLACES. All non-board-controlled grounds owned by the city.

PUBLIC TREES. All shade and ornamental trees now or hereafter growing on a tree lawn or any public place where otherwise indicated.

REMOVE OR REMOVAL. The causing or accomplishing of the actual physical removal of a tree, or the effective removal through damaging, poisoning, or other direct or indirect action resulting in, or likely to result in, the death of a tree.

SHRUB. A woody plant of relatively low height, distinguished from a tree by having several stems protruding from the ground.

SMALL TREES. Those attaining a height of 20 to 30 feet.

STREET and HIGHWAY. The entire width of every public way or right-of-way when any part thereof is open to the use of the public, as a matter of right, for purposes of vehicular and pedestrian traffic.

STREET TREE PROGRAM. Per chapter 12 14, Developers deposit funds during the final plat phase of development into a program to pay for trees planted in tree lawns on public streets.

TOPPING. Topping is the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree.

TREE. A tall, woody plant, distinguished from a shrub by having comparatively greater height and, characteristically, a single trunk with multiple branches rather than several stems protruding from the ground.

TREE LAWN. That part of a street or highway, not covered by a sidewalk or other paving, lying between the property line and that portion of the street or highway usually used for vehicular traffic.

TREE MAINTENANCE. The planting, caring for and protection of trees adhering to ANSI A300 standards to reduce the prevalence of issues, including establishment failure and the possible spread of oak wilt, that stems from poor management practices.

TREE PRESERVATION PLAN. A proposal that includes a tree survey of a site, including a construction site or a site where trees may be impacted by temporary equipment, vehicles, or events, and a written plan with text and/or graphic illustrations indicating the methods used to preserve existing trees during construction and/or temporary events, and methods for ongoing maintenance, including replacement, fertilizing, and pruning following ANSI A300 standards. The Tree Preservation Plan shall contain specific penalties for damaging trees designated for protection including replacement definitions and monetary reimbursement.

TREE SELECTION. For residents, city, and contractors registered with the city, that they follow ANSI A300 standards and the Avon Lake Master Street Plan by not planting invasive species as published by the Ohio Department of Natural Resources.

TREE SURVEY. A graphic display drawn to scale by a landscape architect or certified arborist, not to exceed one inch (1") = fifty feet (50'), showing all existing protected trees on the site. The tree survey shall include species, DBH, and contain the outline of the critical root zone of each such tree.

URBAN FORESTER. The Urban Forester of the city, manages and implements the goals of this chapter.

§ 1018.03 URBAN FORESTER.

There is hereby established the position of Urban Forester in and for the city, and the city hereby adopts the Avon Lake Arboricultural Specifications and Standards of Practice.

~~(a) Duties. The Urban Forester shall abide by and have the authority to promulgate rules and regulations under authority of the Avon Lake Arboricultural Specifications and Standards of Practice, which rules and regulations shall govern the planting, maintenance, removal, mulching, fertilization, pruning and bracing of trees on the tree lawns and public places in the city, and the Urban Forester shall direct, regulate and control the planting, maintenance and removal of all trees growing now or hereafter in any tree lawn or public place in the city. He or she shall cause the provisions of this chapter to be enforced. In his or her absence, these duties shall be the responsibility of a qualified person designated by the city.~~

Duties. The Urban Forester shall abide by and have the authority to promulgate and enforce the rules and regulations of this chapter under authority of the Avon Lake Arboricultural Specifications and Standards of Practice, which shall be based on ANSI A300 standards and in collaboration with the Tree Commission. In the absence of the Urban Forester, these duties shall be the responsibility of a qualified person designated by the City.

(b) Authority.

(1) In general. The Urban Forester shall have the authority and jurisdiction to regulate the planting, maintenance, ~~and removal~~, **removal, mulching, fertilization, pruning and bracing** of trees in tree lawns and public places to ensure safety and preserve the aesthetics of such public sites.

(2) Supervision. The Urban Forester **or a person designated thereby**, shall ~~have the authority and it shall be his or her duty to supervise or inspect~~ all work done under a permit issued in accordance with the terms of this chapter.

(3) Condition of permit. The Urban Forester shall have the authority to affix reasonable conditions to the granting of a permit in accordance with the terms of this chapter.

(4) Master ~~street~~ Tree Plan. The Urban Forester shall have the authority to formulate or modify the Master ~~street~~ Tree Plan. ~~The master street tree plan that~~ shall specify the species of tree to be planted on each of the streets in the city with the advice, a hearing, and the approval of the Tree Commission. From and after the effective date of the Master ~~street~~ Tree Plan, or any amendment thereof, all planting shall conform thereto ~~which shall be included as~~ Appendix C of the Avon Lake Arboricultural Specifications and Standards of Practice, ~~contains the Avon Lake master street plan and shall be maintained as tree-related records and reference material, including a street and park tree inventory.~~

A. The Urban Forester shall consider all existing and future utility and environmental factors when recommending a specific species for each of the streets and other public sites of the city.

B. The Urban Forester, with the approval of the Tree Commission, shall have the authority to amend or add to the master street tree plan at any time that circumstances make it advisable. The master street tree plan is to be reviewed and updated every five years. New streets and improved cultivars in trees are to be considered.

C. The Urban Forester shall maintain tree related records and reference material, including a street and park tree inventory.

~~(5) Arboricultural Specifications and Standards of Practice. The Urban Forester or the Tree Commission shall have the authority to modify, amend or extend the Avon Lake Arboricultural Specifications and Standards of Practice, with the approval of the city department heads and the Tree Commission, at any time that experience or technology indicates improved methods or whenever circumstances make it advisable. Council must approve any changes to policy or procedure. Other changes require only notification of Council.~~

§ 1018.031 MASTER TREE PLAN

(a) The Master Tree Plan shall specify the species of tree to be planted on each of the streets in the city. From and after the effective date of the Master Tree Plan, or any amendment thereof, all planting shall conform thereto.

(b) The Master Tree Plan shall take into consideration all existing and future utility and environmental factors when identifying specific species for each of the streets and other public sites of the city.

(c) The Master Tree Plan is to be reviewed and updated every five years. New streets and improved cultivars in trees are to be considered.

(d) No tree shall be planted under electric lines on any of the public streets of the city, which at the estimated full growth will exceed 25 feet in height, or as to interfere with the aforementioned utility lines.

(e) Trees planted on any of the public streets of the city shall be planted no closer than 20 feet apart; no closer than 35 feet from an intersection; no closer than ten feet from all

utility poles, aprons, hydrants, manholes or other utility infrastructure unless specifically approved by the Urban Forester.

(f) Arboricultural Specifications and Standards of Practice. The Urban Forester or the Tree Commission shall have the authority to modify, amend or extend the Avon Lake Arboricultural Specifications and Standards of Practice, with the approval of the city department heads and the Tree Commission, at any time that experience or technology indicates improved methods or whenever circumstances make it advisable. The Council must approve any changes to policy or procedure. Other changes require only notification of Council.

(g) The Tree Commission shall develop and maintain a list, found in the Avon Lake Arboricultural Specifications and Standards of Practice, of desirable and undesirable large, medium, and small trees for planting in tree lawns and public places, which shall be used by the Urban Forester in developing the Master Tree Plan.

§ 1018.04 PLANTING OF TREES, SHRUBS, AND HEDGES; ~~AND/OR REMOVAL OF TREES;~~
PERMIT REQUIRED.

(a) ~~Board-controlled places do not require~~ A permit for planting, pruning, maintenance or removal of trees, shrubs or hedges, ~~but said~~ on Board-**Controlled Property is not required, but said board** must administratively communicate **and receive approval for** all activity ~~to~~ **from** the Urban Forester to preserve current records **and maintain biodiversity**.

(b) Except as provided in ~~division subsection~~ (a) **hereof**, ~~of this section~~, no other person shall plant any tree, shrub or hedge upon any tree lawn or public place **without** ~~unless he or she shall have~~ first obtained **ing** a permit in writing from the Urban Forester specifying the size, type, species and location on the tree lawn or public place so to be planted. Approval to plant requires adherence to the specifications set forth in the Avon Lake Arboricultural Specifications and Standards of Practice.

(c) The Urban Forester shall have the authority to deny a permit ~~to any person who proposes to plant any tree or shrub upon a tree lawn or public place of a size, type or species found to be undesirable by the Urban Forester or found to be undesirable for the location proposed, or he or she may deny a permit to any person who proposes to plant any tree, shrub or hedge upon a tree lawn or public place at a location found by the Urban Forester to be of a size or type unsuitable for planting of trees, shrubs or hedges.~~ **under the following conditions as determined by the Urban Forester or Tree Commission:**

(1) the tree, shrub, or hedge is an undesirable size, type or species.

(2) the tree, shrub, or hedge is undesirable for the location proposed; or

(3) the tree lawn or public place is a size or type unsuitable for planting of trees, shrubs or hedges.

(d) Hereafter, when any tree is planted in a tree lawn or public place and is in conflict with specifications of the **Master-street Tree Plan**, as found in the Avon Lake Arboricultural Specifications and Standards of Practice, it shall be lawful for the city to request tree, shrub, hedge, or stump removal by the property owner within 30 days.

~~(e) The Tree Commission shall develop and maintain a list, found in the Avon Lake Arboricultural Specifications and Standards of Practice, of desirable and undesirable large, medium, and small trees for planting in tree lawns and public places.~~

(f) Trees planted upon a tree lawn or public place may be removed by the city as necessary to protect the public health, safety, welfare and aesthetics. The Urban Forester may cause the removal of any such tree by using city employees or private contractors under contract with the city. Stump grinding and restoration of tree lawn grass shall take place when trees are replaced or removed.

§ 1018.05 REPLACEMENT OF TREES.

Any person or property owner granted permission to remove a tree from tree lawns or public places for the purpose of construction shall replace the removed tree or trees with a species designated on the **Master-street Tree Plan** as part of the city's Street Tree Program. The person or property owner shall bear the cost of replacing all trees removed. Projects initiated by the city shall have the replacement costs included in the project costs. Trees removed by the city or in Board-controlled places are to be replaced **subject to considerations of the location from where the tree was removed**. Replacing trees in the same location is not necessary and sometimes not practical. The city shall only pay for tree replacement when the original tree was part of the city's Street Tree Program funded by the original developer **and within one (1) year of planting**.

§ 1018.06 PRUNING OF TREES.

(a) Every owner of any tree overhanging any public street, sidewalk or right-of-way within the city shall prune the branches of such trees so that the branches will not obstruct or shade any street lights; obstruct the view of traffic signs or street intersection, or obstruct the passage of pedestrians on public sidewalks, **or constitute a menace to the safety of the public**. ~~so that~~ There shall be a clear space of at least 14 feet above the surface of the street or ~~seven~~ **nine** feet above the surface of the public sidewalk **to remove a safety threat**.

(b) The city shall have the right to prune any tree or shrub on private property when it interferes with the light from a street light, the visibility of any traffic control device, sign or intersection, obstructs the passage of pedestrians on public sidewalks, or generally obstructs vehicular, bicycle, or pedestrian traffic **such that it constitutes a menace to the safety of the public**.

(c) **Permit Required**. Pruning of public trees by persons other than the city, persons contracted for by the city, or persons approved by the Urban Forester, requires a permit which identifies each tree being pruned and the type of pruning.

(d) **Topping.** No person, ~~firm or city department~~ shall top any public tree. TOPPING is defined as the severe cutting back of limbs to stubs larger than three inches in diameter within the tree's crown to such a degree so as to remove the normal canopy and disfigure the tree. Public trees that have been severely damaged by storms or other causes, or certain trees under utility wires or other obstructions where other pruning practices are impractical, may be exempted from this section at the determination of the Urban Forester.

(e) No oak trees (*Quercus spp.*) or chestnut trees (*Castanea spp.*) shall be cut, trimmed or removed between April 1 through December 1 to prevent the further spread of oak wilt (*Bretziella fagacearum*) unless deemed necessary or hazardous after review by the Urban Forester or an emergency exists affecting public health or safety.

§ 1018.07 PRUNING OR REMOVAL OF TREES ON PRIVATE PROPERTY.

(a) The city shall remove all public trees or portions of such trees which are dead, **damaged**, diseased or dangerous to the life, health or safety of pedestrians, vehicular or bicycle traffic, or public property.

(b) The city shall have the right to cause the removal of any dead, **damaged**, or diseased tree or portions of such trees on private property within the city, when such trees constitute a serious hazard to the safety of the public.

(c) The city shall have the right to cause the removal of any tree or shrub that harbors insects or disease which constitute a potential threat to other trees or shrubs within the city. **Prior to removal**, the Urban Forester ~~or Tree Commission~~ shall notify the owner of any such tree or shrub on private property of the nature of such threat.

(1) Within 30 days after the date of service of the notice to remove tree diseased or infested tree or shrub, the owner shall ~~cause~~ **provide the Urban Forester with a Letter of Intent from an Arborist who is registered with the city for** the removal of such tree or shrub at the owner's sole expense.

(2) Upon the ~~failure of~~ expiration of the time set forth in (1) above, the owner **has failed** to comply with the notice to remove diseased or infested tree or shrub, the city, its employees or agents, may enter upon the **property** to remove the diseased or infested tree or shrub. ~~and bill the property owner for~~ **The actual cost of the work shall be billed to-** ~~which shall become an assessment against the property~~ **owner and become an assessment against the property** until paid.

(d) No oak trees (*Quercus spp.*) or chestnut trees (*Castanea spp.*) shall be trimmed or removed between April 1 through December 1 to prevent the further spread of oak wilt (*Bretziella fagacearum*) unless deemed necessary or hazardous after review by the Urban Forester or his/her designee or an emergency exists affecting public health or safety.

§ 1018.08 ABUSE AND/OR MUTILATION OF PUBLIC TREES.

(a) Unless specifically authorized by the Urban Forester, no person shall intentionally **cause damage to a public tree or to the Critical Root Zone. For purposes of this section, acts causing damage include, but are not limited to:** cut or carve; transplant or graft whether

above or below ground; ~~or remove; any public tree,~~ attach any rope, wire, nail, advertising, poster or other contrivance; ~~to any public tree,~~ allow any gaseous liquor or solid substance which is harmful to such trees to come in contact with them; or set fire to any public tree or permit any fire to burn when such fire or the heat therefrom will **cause injury any portion of any public to the tree;** ~~No person shall pour salt water~~ **or upon any street or abutting land** ~~or a chemical or chemicals upon any street~~ in such a way as to injure any tree planted or growing thereon. ~~The city shall not be restricted in the use of anti-icing materials.~~ **This provision shall not apply to the use of anti-icing materials necessary for the safety of persons upon the streets or sidewalks.**

(b) No person without the written permission of the Urban Forester shall damage, misuse or remove any device placed to protect or maintain such tree within the public rights-of-way or on public property, except in case of immediate necessity for the protection of life or property.

(c) No person shall change the natural drainage; excavate any ditches, tunnels, or trenches; or lay any drive within the root protection zone of any tree having all or any portion of its trunk in or upon any public property without obtaining a written approval from the Urban Forester and without strictly complying with the provisions of the issued approval and provisions of this chapter.

(d) No person shall attach any electric wire to any tree growing or planted upon public property, including low voltage holiday lighting without the written permission of the Urban Forester. Every person having any wire charged with electricity running through or across a public street shall securely fasten such wire or wires so that they shall not come in contact so as to injure any tree therein, and shall temporarily remove any such wire or the electricity therein when it shall be deemed necessary by the Urban Forester, in order to take down or prune any trees growing in a public street, within 24 hours after the owner of such wire, or his agent, has been served a written notice to remove the wire or the electricity therefrom.

1018.09 PROTECTION OF TREES NEAR CONSTRUCTION WORK.

~~—(a) All trees measuring 12 inches DBH (diameter at breast height) or less on tree lawns or public places near any excavation, construction of any building or structure, or street work, soil excavation work or root cutting shall not occur closer than three feet from the outer bark of the tree. For trees measuring greater than 12 inches DBH, soil excavation work or root cutting shall not occur closer than a distance equal to the circumference of the tree measured at a height four feet above ground level or six feet, whichever is less.~~

~~—(b) Trees shall be guarded with a protective device such as a substantial fence, frame or box not less than four feet high and eight feet square or placed at a distance in feet from the tree equal to the diameter of the trunk in inches, measured at a trunk height of approximately four and one-half inches from the ground, (DBH), whichever is greater, and all building material, dirt or other debris shall be kept outside the barrier. The protective device must be structurally sound and capable of protecting the trees from all expected~~

~~encroachment by debris and machinery associated with said excavation and/or construction.~~

~~—(c) Soil excavation work is permitted closer than the distance parameters established in divisions (a) and (b) of this section provided all excavation of soil is accomplished by hand shovel, air spade or auger, and no roots greater than two inches in diameter are severed.~~

~~—(d) If lateral roots greater than two inches in diameter are encountered, they shall be exposed beyond the excavation limits and an attempt shall be made to bend and relocate the roots without breaking them. If such lateral roots are encountered immediately adjacent to the location of new construction and relocation does not appear practical, the Public Works Director or his or her designee shall be contacted.~~

~~—(e) If, after inspection by the Urban Forester or his or her designee, it is determined that the cutting of roots cannot be avoided, the following standards shall be observed. Roots must be cut sharply and cleanly. The wound shall not be painted or treated. All excavated roots shall be backfilled by hand as soon as possible to prevent drying. If immediate backfilling is not possible, roots shall be covered with peat moss or wet burlap and watered. The tree shall be thoroughly watered by providing the equivalent of one inch of water per week for up to one year at the direction of the Urban Forester or his or her designee.~~

~~—(f) No construction equipment shall be parked and no particulate construction material such as sand, soil or gravel shall be stored on the surface of any unpaved areas within the drip line of any public tree without the express permission of the Urban Forester of his or her designee.~~

~~—(g) If the removal of a public tree cannot be avoided, or if a public tree does not survive due to construction activities, the owner of the facility to be constructed shall obtain a permit as specified in § 1018.04 and shall remove the tree at its expense. Said owner shall also plant, at the owner's sole expense, a replacement tree of a size, type and at a location approved by the Tree Commission.~~

~~—(h) No person shall excavate any ditches, tunnels or trenches or lay any drive within a radius of ten feet from any public tree without first obtaining a written permit therefore from the Urban Forester.~~

(a) Protected Trees near excavation, construction or demolition of any building or structure, or street work, shall be guarded with a highly visible protective barrier such as a substantial fence, frame, or box which shall not be removed unless or until the Urban Forester authorizes its removal.

(b) The Urban Forester shall review the Tree Protection Plan prior to the beginning of construction. The Urban Forester will perform periodic inspections of the construction site to ensure compliance with the Tree Protection Plan and identify tree damage or other violations not previously report to the Urban Forester by the contractor. Construction may be halted until violations are remedied.

(c) The protective device shall be not less than four feet high and no less than 4 feet from the tree or placed at the greater of the following distances:

(1) ten (10) feet;

(2) the drip line that is at the outermost extent of the branches; or

(3) a distance in feet from the tree equal to the circumference of the trunk in inches (e.g., 12-inch circumference equals a 12-foot distance), measured at DBH)

(d) All building material, dirt or other debris shall be kept outside the barrier to protect the critical root zone of the tree(s). The protective ~~device~~ barrier must be structurally sound and capable of protecting the trees from all expected encroachment of debris and machinery associated with said excavation, construction, demolition, or street work to prevent soil compaction or damage to the tree or the critical root zone.

(e) Tree Protection signs shall be visible and placed every twenty feet within the protection areas.

(f) Soil excavation work is permitted closer than the distance parameters established above provided all excavation of soil is accomplished by hand shovel, air spade or auger, and no roots greater than two (2) inches in diameter are severed.

(g) If lateral roots greater than two (2) inches in diameter are encountered, they shall be exposed beyond the excavation limits and an attempt shall be made to bend and relocate the roots without breaking them. If such lateral roots are encountered immediately adjacent to the location of new construction and relocation does not appear practical, the Urban Forester or designee shall be consulted.

(h) If, after inspection by the Urban Forester or designee, it is determined that the cutting of roots cannot be avoided, the following standards shall be observed:

(1) Roots must be cut sharply and cleanly.

(2) The wound shall not be painted or treated.

(3) All excavated roots shall be backfilled by hand as soon as possible to prevent drying. If immediate backfilling is not possible, roots shall be covered with peat moss or wet burlap and watered.

(4) The tree shall be thoroughly watered by providing the equivalent of one (1) inch of water per week for up to one year at the direction of the Urban Forester or designee.

(i) No construction equipment shall be parked and no particulate construction material such as sand, soil or gravel shall be stored on the surface of any unpaved areas within the drip line of any public tree without the express permission of the Urban Forester or designee.

(j) No storage of chemicals, materials, supplies, construction debris or waste is allowed within the area of the protective barriers.

(k) No fuel storage or washing down concrete or cement handling equipment is permitted on the site. Machinery refueling and maintenance will occur off site.

(l) All grade changes must receive a Grading Permit from the Public Works Department with the approval of the Urban Forester prior to the start of the project to reduce construction activity damage to trees.

(m) If it becomes necessary to cut or prune roots outside the root protection zone during construction, all cuts will be clean cuts perpendicular to the natural growth direction. Roots must be backfilled within an hour of cutting followed by watering of the tree within 24 hours with the equivalent of one inch of rain distributed over the root protection zone.

(n) Any tree pruning needed prior to or during construction to prevent construction related tree damage or equipment clearance must be supervised by an ISA Certified Arborist following ANSI A300 standards.

(o) The Urban Forester shall review the Tree Preservation Plan and contractor performance during daily construction meetings. Enforcement, penalties and mitigation regarding breach of the Tree Preservation Plan should be discussed, understood and captured in construction documents. Any tree damage or injuries should be reported to the Urban Forester as soon as possible.

(p) If the removal of a public tree cannot be avoided, or if a public tree does not survive due to construction activities, the owner of the facility to be constructed shall obtain a permit as specified in Section 1018.08 and shall remove the tree at the owner's expense. Said owner shall also plant, at the owner's sole expense, a replacement tree of a size, type and at a location approved by the Urban Forester.

(q) No person shall excavate any ditches, tunnels or trenches or lay any drive within a distance in feet from the tree trunk equal to 1.5 times the diameter of the trunk in inches, measured at DBH or the radius of ten feet whichever is greater from any public tree without first obtaining a written permit from the Urban Forester.

§ 1018.10 PLACING OF MATERIAL INJURIOUS TO TREES ON PUBLIC PROPERTY.

No person shall deposit, place, store or maintain upon any public place of the city, any stone, brick, sand, concrete or other materials which may impede the free passage of water, air, or fertilizer to the roots of any tree growing therein, except by written permit of the Urban Forester.

§ 1018.11 NOTICED TO CORRECT; SERVICE; NONCOMPLIANCE; REMEDY OF CITY.

The person or property owner shall be provided with written notice of desired action.

(a) Should any person or persons owning real property bordering on a tree lawn or public place fail to maintain trees as provided in this chapter, the Urban Forester shall order such person or persons, within 30 days after receipt of written notice, to comply with the requested maintenance **within 30 days after receipt of written notice.**

(b) The order provided herein shall be served by certified mail at the last known address of the property owner. **If the delivery of the certified mail shall fail for any reason, service of the notice required herein shall be deemed effective upon posting said notice in a conspicuous location upon the property.**

(c) When a person to whom an order is directed shall fail to respond or comply within the specified time, it shall be lawful for the city to perform requested maintenance and assess the property owner for the cost of services rendered.

§ 1018.12 EMERGENCIES.

In the case of officially declared emergencies, such as windstorms, ice storms or other disasters, the provisions of this chapter shall be waived **to the minimal extent possible** so that said provisions will in no way hinder public and/or private work to restore order in the city. Such work shall follow maintenance standards as outlined by the Urban Forester.

Necessary emergency activity for repair of underground utilities to assure landowner services does not require a permit. Any emergency activity which results in damaging, pruning or removal of trees, shrubs, hedges, or other vegetation in a tree lawn or public place must be administratively communicated to the Urban Forester **as soon as practicable.**

§ 1018.13 INTERFERENCE WITH URBAN FORESTER OR AGENT.

No person shall hinder, prevent, delay or interfere with the Urban Forester or their designated representative or agent while such person is engaged in carrying out the provisions of this chapter, provided, however, that nothing herein shall be construed as an attempt to prohibit the pursuit of any remedy, legal or equitable, in any court of competent jurisdiction for the protection of property rights by the owner of any property within the city.

§ 1018.99 ENFORCEMENT AND PENALTY.

(a) The Urban Forester or designee may issue citation to any person who fails to comply with the provisions of this chapter or who otherwise fails to comply with any legal directive issued by the Urban Forester or designee in furtherance of the requirements of this chapter.

(b) Whoever violates any of the provisions of this chapter is guilty of a minor misdemeanor and shall be fined ~~not more than \$100~~ **up to three times market rate value of the former tree and \$1,000** for each offense. A separate offense shall be deemed committed for each seven days of continued violation or noncompliance.

Section No. 2: That Codified Ordinance Section 1065.99 is hereby amended as follows:

1065.99 ENFORCEMENT AND PENALTY.

(a) The Urban Forester, as defined in § ~~1018.03~~, or **Public Works Director or other persons having jurisdiction hereof**, ~~Urban Forester's designee~~ may issue citations to any person who fails to comply with the provisions of this chapter.

(b) Whoever violates any of the provisions of this chapter is ~~guilty of a minor misdemeanor and shall be fined not more than \$100~~ **\$1,000** for each offense **and shall be liable for a mitigation fee equal to or up to three times the market value of the damaged or destroyed tree to be deposited into the Avon Lake Tree Fund**. A separate offense shall be deemed committed for ~~each~~ **every** seven days of continued violation or noncompliance.

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

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

1st reading: 7/14/2025

2nd reading: 8/25/2025

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

AN ORDINANCE APPROVING A VACATION FOR A PORTION OF THE SHIELDS AVENUE AND ELECTRIC BOULEVARD RIGHTS-OF-WAY AND DECLARING AN EMERGENCY.

WHEREAS, Avon Lake Regional Water has petitioned the City for a vacation of portions of the Shields Avenue and Electric Boulevard rights-of-way for operational purposes; and

WHEREAS, the Planning Commission did consider said petition at its meeting of July 2, 2025, and recommended that said vacation should be granted; and

WHEREAS, this Council is satisfied that there is good cause for the vacation as prayed for and that such will not be detrimental to the general interest, safety, and welfare of the public, and that said vacation should be granted.

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

Section No. 1: That the vacation of portions of the Shields Avenue and Electric Boulevard rights-of-way is hereby vacated. (Exhibit A)

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of allowing the City to finalize a contract for the sale of the property. Therefore, this Ordinance shall go into immediate force and effect from and after its passage and approval by the Mayor.

1st reading: 7/14/2025

2nd reading: 8/25/2025

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor



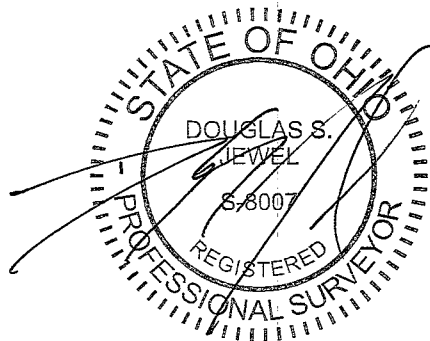
Cunningham & Associates, Inc.

Civil Engineering & Surveying
203 W. Liberty St., Medina, Oh 44256
Phone: (330) 725-5980 * Fax (330) 725-8019

Legal Description for Sublot 3
Project No. 25-104
May 15, 2025

Situated in the City of Avon Lake, County of Lorain, State of Ohio and being known the whole of Sublot 3, as shown by plat for Avon Lake Regional Water Administration Subdivision No. 3 as recorded in Instrument Number 2025-_____ (Plat Volume ____, Page ____)
of the Lorain County Recorder's Records, containing 4.5176 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in May 2025.





Cunningham & Associates, Inc.

Civil Engineering & Surveying

203 W. Liberty St., Medina, Oh 44256

Phone: (330) 725-5980 * Fax (330) 725-8019

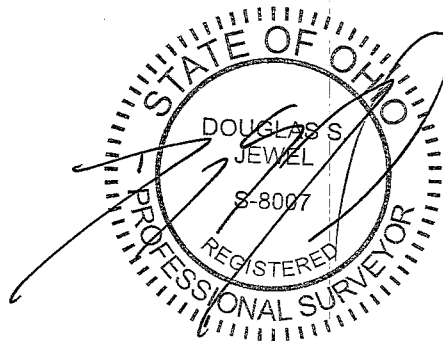
Legal Description for Sublot 4

Project No. 25-104

May 15, 2025

Situated in the City of Avon Lake, County of Lorain, State of Ohio and being known the whole of Sublot 4, as shown by plat for Avon Lake Regional Water Administration Subdivision No. 3 as recorded in Instrument Number 2025-_____ (Plat Volume ____, Page ____)
of the Lorain County Recorder's Records, containing 31.9928 Acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

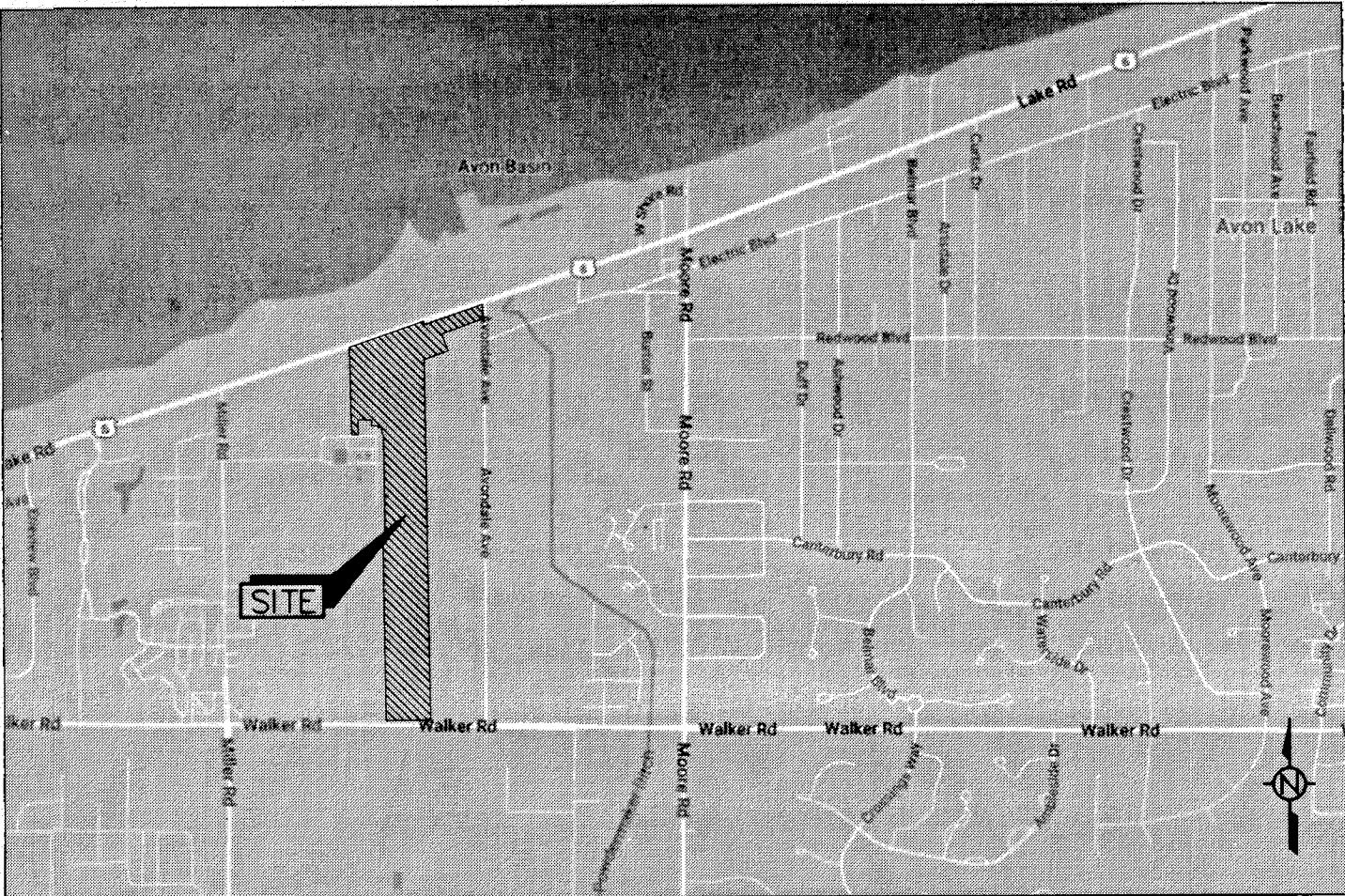
This legal description was prepared based on a survey by and/or under the supervision of Douglas S. Jewel P.S. # S-8007 by Cunningham & Associates, Inc. in May 2025.



AVON LAKE REGIONAL WATER
ADMINISTRATION SUBDIVISION NO. 3

BEING A RE-SUBDIVISION OF VACATED PORTION PER ORDINANCE _____ OF PARTS OF ELECTRIC BOULEVARD AND PARTS OF SHIELDS ROAD,
SITUATED IN THE CITY OF AVON LAKE, COUNTY OF LORAIN AND THE STATE OF OHIO, BEING PART OF ORIGINAL AVON TOWNSHIP SECTION NUMBER 6

PLANS PREPARED BY:
CUNNINGHAM & ASSOCIATES, INC.
CIVIL ENGINEERING and SURVEYING
203 W. LIBERTY ST. MEDINA, OHIO 44256 (330) 725-5980



LOCATION MAP

ACCEPTANCE:

KNOW ALL MEN BY THESE PRESENTS, THAT WE THE UNDERSIGNED, OWNER OF THE LANDS AND LANDS ADJACENT TO THE VACATED RIGHTS-OF-WAYS DESCRIBED HEREIN, DO HEREBY ASSENT TO AND ADOPT THE VACATION AND CONSOLIDATION OF THE SAME, ACKNOWLEDGE THAT THE SAME WAS MADE AT OUR REQUEST AND AUTHORIZE ITS RECORDING.

CITY OF AVON LAKE

MARK SPAETZEL, MAYOR _____ DATE _____

VALERIE ROSMARIN, CLERK OF COUNCIL _____ DATE _____

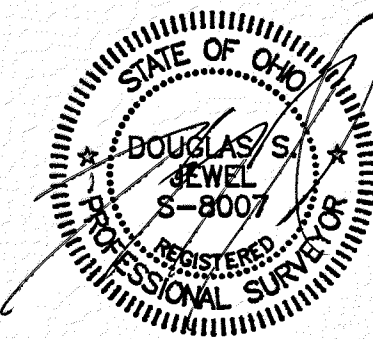
COUNTY _____)
STATE OF OHIO) S.S.

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED MARK SPAETZEL, MAYOR AND VALERIE ROSMARIN, CLERK OF COUNCIL WHO ACKNOWLEDGED THE MAKING OF THE FOREGOING INSTRUMENT AND THE SIGNING OF THIS PLAT TO BE OUR OWN FREE ACT AND DEED, IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL AT _____, OHIO THIS _____ DAY OF _____, 2025.

NOTARY PUBLIC _____
MY COMMISSION EXPIRES _____

ACREAGE

SUBLOT 3	4.5176 Ac.
SUBLOT 4	31.9928 Ac.
TOTAL	36.5104 Ac.



CERTIFICATION:

I HEREBY CERTIFY THIS DRAWING TO BE OF A SURVEY MADE BY ME AND/OR UNDER MY DIRECT SUPERVISION AND TO BE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

DISTANCES ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. BEARINGS ARE REFERENCED TO AN ASSUMED MERIDIAN AND ARE USED TO INDICATE ANGLES ONLY.

DOUGLAS S. JEWEL, OHIO PROFESSIONAL SURVEYOR S-8007
DATE 15 MAY 2025

ENGINEER'S CERTIFICATION:

THIS IS TO CERTIFY THAT I HAVE EXAMINED AND APPROVED THIS VACATION AND CONSOLIDATION PLAT.

CITY ENGINEER _____

DATE _____

APPROVALS:

THIS IS TO CERTIFY THAT THIS VACATION AND CONSOLIDATION PLAT IN AVON LAKE HARBOR ESTATES HAS BEEN APPROVED BY THE PLANNING COMMISSION OF THE CITY OF AVON LAKE ON THIS _____ DAY OF _____, 2025.

PLANNING COMMISSION SECRETARY _____

DATE _____

LAW DIRECTOR:

THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS VACATION AND CONSOLIDATION PLAT AND FIND THE SAME TO BE PREPARED IN ACCORDANCE WITH THE CODIFIED ORDINANCES ON THE CITY OF AVON LAKE, OHIO.

CITY OF AVON LAKE LAW DIRECTOR _____

DATE _____

CITY COUNCIL:

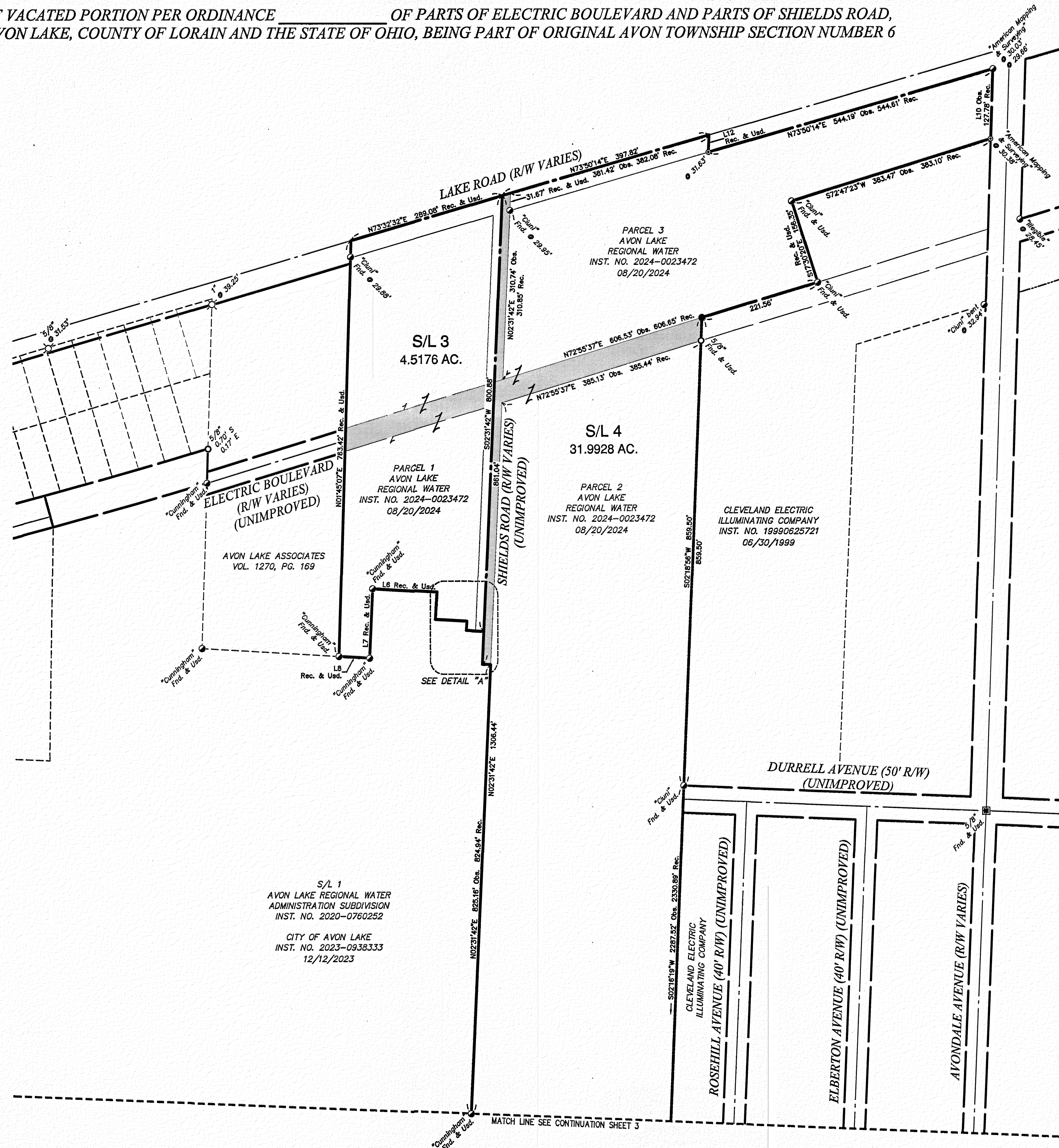
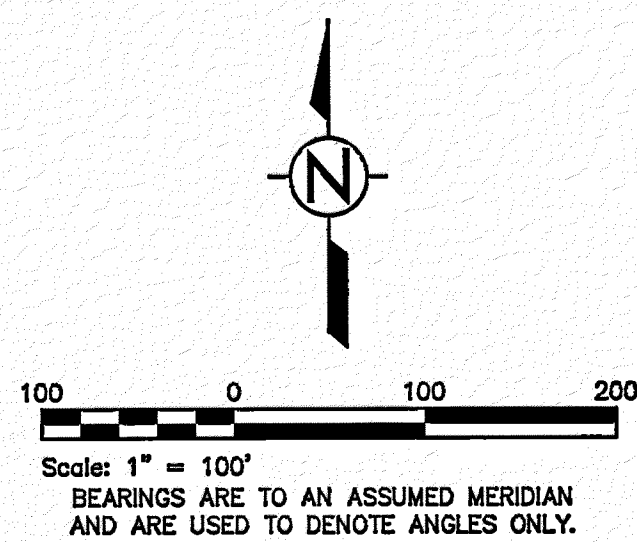
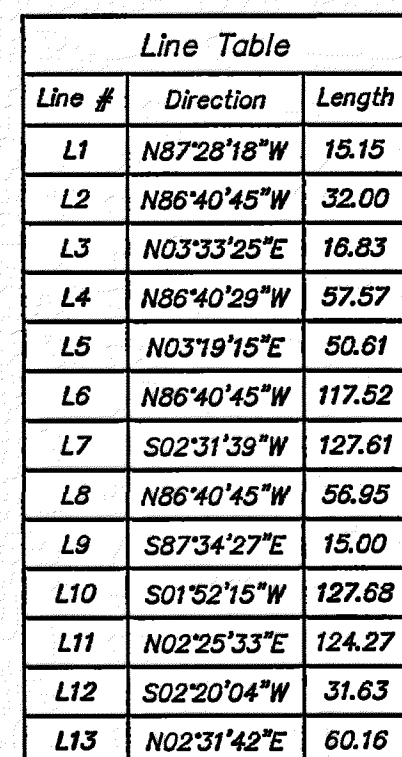
THIS IS TO CERTIFY THAT THIS VACATION AND CONSOLIDATION PLAT HAS BEEN APPROVED AND THAT PARTS OF ELECTRIC BOULEVARD AND PARTS OF SHIELDS ROAD AS SHOWN HEREON HAS BEEN ACCEPTED FOR VACATION BY THE COUNCIL OF AVON LAKE, OHIO BY

ORDINANCE NO. _____ PASSED THIS _____ DAY OF _____, 2025.

CLERK OF COUNCIL _____

DATE _____

BEING A RE-SUBDIVISION OF VACATED PORTION PER ORDINANCE _____ OF PARTS OF ELECTRIC BOULEVARD AND PARTS OF SHIELDS ROAD, SITUATED IN THE CITY OF AVON LAKE, COUNTY OF LORAIN AND THE STATE OF OHIO, BEING PART OF ORIGINAL AVON TOWNSHIP SECTION NUMBER 6



LEGEND:

Fnd. — FOUND

Me.d. — MEASURED

Obs. — OBSERVED

Rec. — RECORD

U.s.d. — USED

Calc. — CALCULATED

● — 5/8" IRON PIN FND. W/CAP

● — 5/8" IRON PIN SET W/CAP STAMPED CUNNINGHAM

○ — IRON PIN FND. (NO CAP)

■ — MONUMENT BOX W/ IRON PIN FND.

⊗ — IRON PIPE FND.

⊙ — MAG NAIL FND.

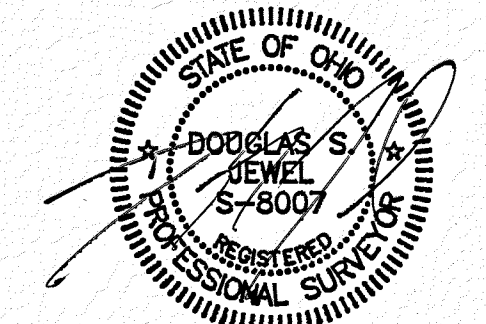
— RIGHT-OF-WAY TO BE VACATED

AVON LAKE REGIONAL WATER ADMINISTRATION SUBDIVISION NO. 3
LOCATED IN

CUNNINGHAM & ASSOCIATES, INC.
CIVIL ENGINEERING and SURVEYING
203 W. LIBERTY ST. MEDINA, OHIO 44256 330-725-5980

DRAWN BY: SG
DATE: 05/15/2025
CHECKED BY: DSJ
DATE: 05/15/2025
PROJECT No. 25-104
ACAD FILE No. 25-104_PLAT_01
SCALE: 1"=100'

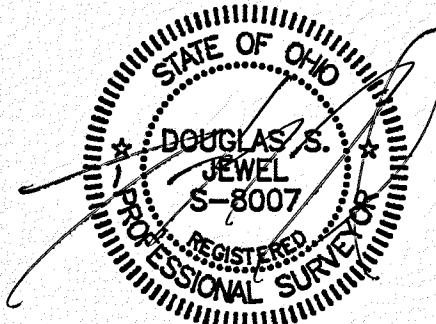
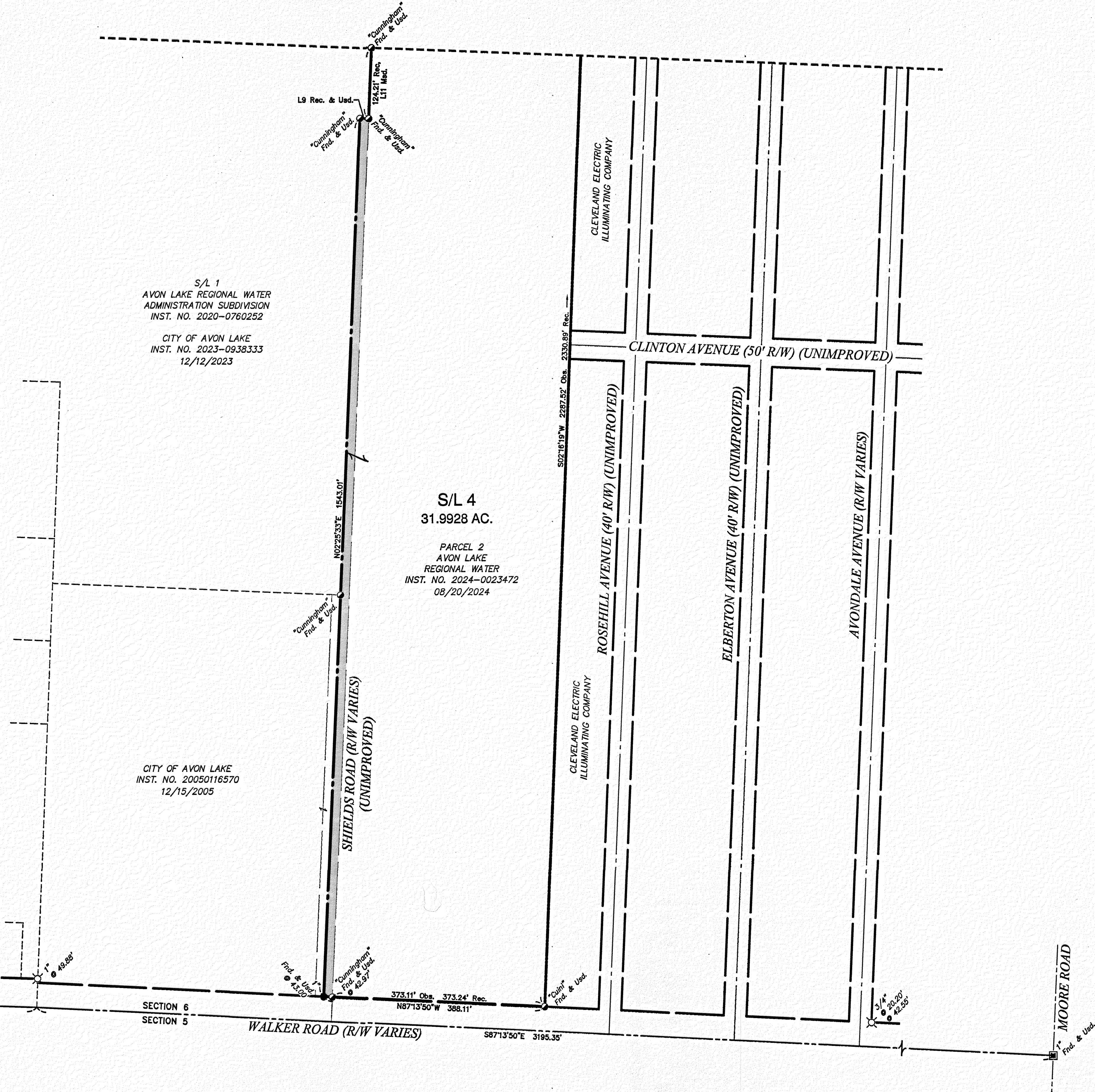
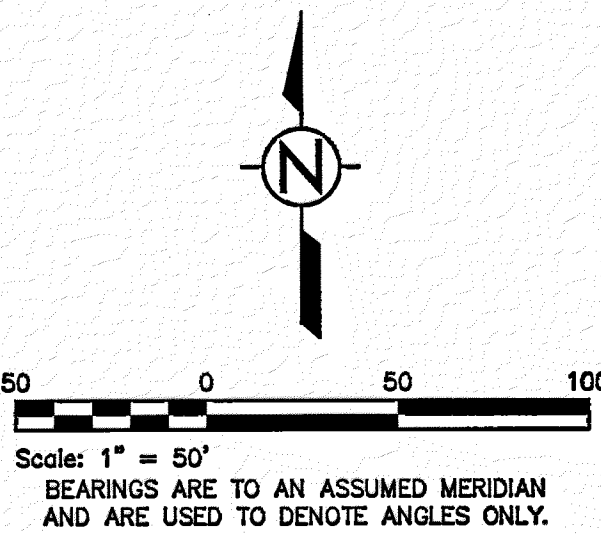
SHEET NO.

$$\frac{2}{3}$$


AVON LAKE REGIONAL WATER
ADMINISTRATION SUBDIVISION NO. 3

BEING A RE-SUBDIVISION OF VACATED PORTION PER ORDINANCE _____ OF PARTS OF ELECTRIC BOULEVARD AND PARTS OF SHIELDS ROAD,
SITUATED IN THE CITY OF AVON LAKE, COUNTY OF LORAIN AND THE STATE OF OHIO, BEING PART OF ORIGINAL AVON TOWNSHIP SECTION NUMBER 6

- LEGEND:
- Fnd. - FOUND
 - Msd. - MEASURED
 - Obs. - OBSERVED
 - Rec. - RECORD
 - Usd. - USED
 - Calc. - CALCULATED
 - - 5/8" IRON PIN FND. W/CAP
 - - 5/8" IRON PIN SET W/CAP STAMPED CUNNINGHAM
 - - IRON PIN FND. (NO CAP)
 - - MONUMENT BOX W/ IRON PIN FND.
 - ⊗ - IRON PIPE FND.
 - ⊙ - MAG NAIL FND.
 - RIGHT-OF-WAY TO BE VACATED



AVON LAKE REGIONAL WATER ADMINISTRATION SUBDIVISION NO. 3

LOCATED IN
COUNTY OF LORAIN
STATE OF OHIO
CUNNINGHAM & ASSOCIATES, INC.
CIVIL ENGINEERING and SURVEYING
203 W. LIBERTY ST. MEDINA, OHIO 44256 330-725-5980

DRAWN BY: SG
DATE: 05/15/2025
CHECKED BY: DSJ
DATE: 05/15/2025
PROJECT No.
25-104
ACAD FILE No.
25-104_PLAT_01
SCALE: 1"=100'

SHEET NO.

3
3

AN ORDINANCE AMENDING THE RULES OF THE CIVIL SERVICE COMMISSION
AND DECLARING AN EMERGENCY.

WHEREAS, it has been recommended by the Civil Service Commission and the Human Resources Committee that revisions be made in the Civil Service Rules.

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

Section No. 1: That Rule 14 of the Rules of the Civil Service Commission is hereby amended as follows:

RULE 14
APPLICATION FOR POSITIONS IN THE POLICE DEPARTMENT

Section A. Original Appointment

1. No position above the rank of police officer in the police department shall be filled by original appointment.
2. There shall be two methods for the original appointment of a police officer into the Classified Civil Service of the City of Avon Lake, Entry Level and Lateral Entry. Both methods shall require a Civil Service Examination and placement on Certified Eligibility List.

Section B. Age Requirement

1. No person shall be eligible to receive an original appointment as a police officer unless the person has reached the age of twenty-one (21) years. No person shall be eligible to receive an original appointment as a police officer on and after the person's forty-first (41) birthday except as provided in this Rule 14 Section B.2. below.
2. Any person forty-one (41) years of age or more may be permitted to claim credit for full-time law enforcement service. Any person who desires to request this credit shall provide documentation for their credited full-time law enforcement service from a recognized Local, State, ~~or~~ Federal Public Pension System at time of application and not later than the day of Civil Service examination. Upon receipt and verification, the person shall be eligible to have up to ten (10) years of their total full-time law enforcement service deducted from their current age. If the total number of years credited, when subtracted from their current age, equals less than forty-one (41) on the date of appointment, they shall be eligible for original appointment as a police officer.

Section C. Certified Eligibility List

1. A separate Certified Eligibility List shall be created for both Entry Level and Lateral Entry and run concurrently to each other.
2. Appointments shall be made from the certified eligibility lists following a ~~two (2)~~ **one (1)** for one (1) appointment cycle. Meaning, upon ~~two (2)~~ **one (1)** candidates being successfully appointed from the Entry Level list, the Appointing Authority may elect to appoint one (1) candidate from the Lateral Entry list subject to the qualifications set forth in this Rule 14 Section D.9 below.
 - a. Upon a successful Lateral Entry appointment, upon the Appointing Authority choosing not to appoint from the Lateral Entry list or upon certification of a new Entry Level list, the ~~two (2)~~ **one (1)** for one (1) appointment cycle shall reset and start over.

Section D. Qualifications

1. All candidates seeking original appointment shall conform to the minimum qualifications set forth by the Rules of Regulations of the City of Avon Lake Civil Service Commission and minimally submit to the following:
 - Civil Service Examination
 - o Lateral Entry candidates shall be administered an oral examination in the form of a scored panel interview.
 - Fitness for Duty - Physical Agility Exam.
 - Oral Interviews.
 - Background Investigation.
 - Polygraph or Voice Stress Analysis Exam.
 - Psychological Exam.
 - Medical Exam; and
 - Drug Screening
2. All candidates seeking appointment shall possess and provide proof of:
 - A high school diploma or high school equivalency credential.
 - A valid Ohio Driver License; and
 - U.S. Citizenship.
3. All Candidates seeking original appointment via Lateral Entry shall additionally conform to the following:
 - Be currently or previously employed for not less than two (2) years as full- time peace officer.
 - Except for documented authorized leaves of absence, not have more than a twelve (12) month break in service from their current or previous employment as a peace officer;
 - **Must disclose separation from a current or prior law enforcement position because of a disciplinary issue, or to avoid a disciplinary action;** and
 - Possess a valid Ohio Police Officer Training Academy (OPOTA) certification that is not currently under investigation or been subjected to negative action or suspension.

4. If the number of candidates for lateral entry exceeds ten (10), then the civil service application will be reviewed to determine the top ten (10) candidates who will proceed on to the oral examination in the form of a scored panel interview. The top ten (10) lateral entry candidates will be determined through a process where their confirmed levels of education, training, and police experience, as listed in the civil service application, are assigned points. In the event of a tie, preference will be given to the candidate with military experience in accordance with Rule 9, Section B, or if no such candidate has military experience, the tiebreaker shall be determined by the date and time of application submittal. The names of the candidates shall be shielded from the person(s) rating candidates for education, training, and police experience.

Section G. Additional Credit for Military Service. *Refer to Rule 9 Section B.*

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to establish an effective method of evaluating candidates and clarifying the Civil Service requirements to ensure the best hiring practices for the smooth operation of City Departments, thus for the safety, health, and welfare of the public. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

1st reading: 8/25/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

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.

WHEREAS, the City of Avon Lake, along with the City of Avon, the City of North Ridgeville, and University Hospital (UH) desire to jointly provide certain Tactical Emergency Medical Services (TEMS) and related training to the Eastern Lorain County Emergency Response Team (ELCERT); and

WHEREAS, UH is a quaternary care hospital and Level 1 Trauma Center, and the purpose of this Medical Direction Services Agreement is to facilitate and enhance tactical emergency medical treatment capabilities of ELCERT and UH's medical personnel during actual tactical operations and training periods which UH will be supporting; and

WHEREAS, maintenance and operation of such a team will require a Medical Direction Services Agreement which is authorized pursuant to Section 140.02 of the Ohio Revised Code; and

WHEREAS, the Chiefs of Fire for Avon, Avon Lake, North Ridgeville, and UH will develop a procedure/protocol for stationing of UH personnel in safe areas in reasonable proximity to the scene of operation. ELCERT personnel are responsible for removing injured persons outside of the area of operation (also referred to as a "hot zone"), such as UH's areas where the UH's personnel would be located (also referred to as a "cold zone"), for treatment and securing further transport to medical facilities; and

WHEREAS, Council, after reviewing the proposed MOU, finds it necessary and desirable to enter said agreement for TEMS and related training to the ELCERT providing for the development of procedure/protocol for stationing of UH personnel in safe areas in reasonable proximity to the scene of operation.

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

Section No. 1: That Council hereby approves, accepts, and authorizes 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 (UH) for the development of

procedure/protocol for the stationing of UH personnel in safe areas in reasonable proximity to the scene of operation, a copy of said contract being attached hereto, marked as "Exhibit A" and incorporated herein by reference.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessary for the preservation of the public, health, safety, and welfare of the citizens of the City of Avon Lake, Ohio. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

1st reading: 8/25/2025

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

MEDICAL DIRECTION SERVICES AGREEMENT

This Medical Direction Services Agreement is entered into as of August 1, 2025 (the “Effective Date”) by and between University Hospitals St. John Medical Center (“Provider”), and the cities of Avon and Avon Lake Ohio (collectively, “Municipalities”).

WHEREAS, Provider is an acute care medical center located in Westlake, Ohio, where it provides emergency medical services to the community and maintains emergency medicine physicians on its medical staff;

WHEREAS, Municipalities are governmental entities and chartered under the laws of the State of Ohio;

WHEREAS, Municipalities provides many amenities and essential services to its residents and visitors, including, but not limited to emergency medical services and pre-hospital patient care through Tactical Emergency Medical Services (“TEMS” or “Department(s)”) associated with The Eastern Lorain County Response Team (“ELCERT”), which is comprised of the cities of Avon and Avon Lake.

WHEREAS, each Department is required under Section 4765.42 of the Ohio Revised Code to affiliate with a qualified health care provider responsible for providing medical direction for each Department’s emergency medical service operations;

WHEREAS, the Departments and Provider are interested in ensuring access to high quality emergency health care services within the Municipalities and surrounding communities;

WHEREAS, Provider and the emergency medicine physicians on its medical staff desire to enhance the quality of medical care provided to patients of the Departments and individuals within the community;

NOW, THEREFORE, in consideration of the premises, the parties agree to incorporate the foregoing recitals and further agree as follows:

1. Provider agrees to provide medical direction services (the “Medical Direction Services”) for Municipalities’ emergency medical services operations, as required for each Department’s operation under Ohio Revised Code Section 4765.42 and related regulations, during the term of this Agreement. The Medical Direction Services are further described on Exhibit A attached hereto and incorporated herein by this reference. During the term of this Agreement, each Department hereby submits to the medical direction of Provider and its employees, contractors, and medical staff engaged in providing the Medical Direction Services. In providing the Medical Direction Services, Provider may require each Department to implement reasonable and evidence-based policies, procedures, protocols or actions to support the safe and high-quality performance of clinical care delivered by the Departments. Each Department shall in a reasonably timely manner adopt and carry out the recommendations made by Provider. If a Department objects to any such policies, procedures, protocols or actions, or fails to properly adopt or fully carry out such policies, procedures, protocols or actions in a reasonably timely manner, Provider shall have the option to (i) recommend alternate or modified policies, procedures, protocols or actions or (ii) terminate this Agreement upon written notice to the respective Department.

2. The term of this Agreement shall begin on the Effective Date and continue for one year (the “Term”). Notwithstanding the foregoing, the Term shall automatically extend for successive one-year periods. Either party may terminate this Agreement at any time without cause upon thirty (30) days’ prior written notice to the other party. Either party may terminate this Agreement immediately if the non-terminating party has breached this Agreement or if legal counsel to the terminating party determines in good faith that this Agreement may not comply with applicable law as a result of a change in law or the issuance of guidance or interpretation of law by a governmental authority

3. In consideration for the Medical Direction Services, each Municipality shall ensure that their Department continues to provide emergency medical services within its applicable service area during the Term of this Agreement.

4. Neither party shall be responsible to the other party for any and all costs, damages, or other liabilities incurred by a party under this Agreement or as a result of any use or misuse of the Medical Direction Services.

5. The parties shall comply with all requirements of Federal and Ohio law regarding the protection and security of patient health care information, including, but not limited to, the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, 104-191, and codified at 45 C.F.R. Parts 160 and 164 ("HIPAA"), and the HIPAA business associate terms set forth on Exhibit B, attached hereto and incorporated herein by this reference.

6. The parties shall comply with Federal and Ohio law regarding referral of patients or business that is reimbursed in whole or in part by a Federal or Ohio health care program, including, but not limited to prohibitions set forth at 42 U.S.C. 1320a-7b. The parties further agree, acknowledge and certify as follows:

(a) the transport, delivery or referral of patients to Provider by the Departments is not a condition of this Agreement or for the provision of the Medical Direction Services;

(b) the quality and quantity of the Medical Direction Services are not based on, and shall not reflect, the value or volume of referrals by the Departments to Provider;

(c) no representative of Provider has discussed or stated any anticipation or expectation of referrals of patients by the Departments to Provider in connection with this Agreement or the provision of the Medical Direction Services;

(d) no representative of any Municipality or any Department has discussed or stated any expectation of receiving anything of value, including the Medical Direction Services, in exchange for, or in anticipation of, referrals of patients by their Department to Provider;

(e) each Department's use of the Medical Direction Services shall not be restricted and may be used for any patient regardless of insurance coverage or transport destination; and

(f) the parties agree to the terms and conditions of the Compliance Addendum attached hereto as Exhibit C and incorporated herein by reference.

7. This Agreement is governed by the laws of the State of Ohio. Claims and disputes arising under this Agreement shall be brought only in State and Federal courts residing in Lorain County, Ohio. If any term of this Agreement is deemed unenforceable or invalid, the remaining terms shall continue in full force and effect. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and all prior and contemporaneous agreements and understandings are hereby incorporated herein by reference. This Agreement shall only be amended in writing signed by both parties. No waiver of any term of this Agreement shall be effective unless set forth in writing and signed by the waiving party. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.

[SIGNATURE PAGE FOLLOWS]

In witness whereof, the parties have executed this Agreement on the dates set forth below.

MUNICIPALITIES

City of Avon

PROVIDER

By: _____

Print: _____

Title: _____

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

MUNICIPALITIES

City of Avon Lake

By: _____

Print: _____

Title: _____

Date: _____

Exhibit A
Medical Direction Services

Provider is responsible for medical direction of the ELCERT TEMS and its participating paramedics. These responsibilities include, but are not limited to, the following:

- 1.) Provide an assigned medical director for the Departments.
- 2.) Evaluate the clinical competency of each Department's emergency medical services operation personnel and authorize, where such personnel are determined to be competent, for such personnel to render services under UH's medical direction.
- 3.) Approve patient care measures performed by each Department's emergency medical services operation personnel.
- 4.) Supervise and advise on quality improvement activities of each Department, including regularly scheduled case reviews, review of documentation, appropriateness of therapy, and adherence to protocols. Quality improvement initiatives may include but are not limited to:
 - a. Appropriateness of drug therapy, including dosages and route of administration;
 - b. Application of medical protocols to specific patient complaints and presenting symptoms;
 - c. Timeliness of response/on-scene time;
 - d. Documentation of patient treatment and response to initiated therapies; and
 - e. Identifying and advising on educational opportunities.
- 5.) Assist with development and implementation of patient care protocols.
- 6.) Provide regularly scheduled educational programs, including updates on new therapies, drugs and patient care protocols.
- 7.) Review drug treatment therapies and sign the annual drug license application(s) for the Ohio Board of Pharmacy.
- 8.) Oversight of on-line medical control.

Exhibit B
HIPAA Business Associate Terms

Provider may be providing services to a Department that creates a Business Associate relationship as defined by HIPAA. "PHI" as used herein shall mean and be limited to "protected health information" (as such term is defined in the Privacy Rule) that is created, received or obtained in connection with the performance of this Agreement. The terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those terms in 45 Code of Federal Regulations ("CFR"), Parts 160 and 164, subparts A and E (the "Privacy Rule") and Part 164, subparts A and C (the "Security Rule"). Accordingly, the parties agree as follows:

(a) Provider shall be prohibited from using or disclosing PHI other than as expressly permitted or required by this Agreement; provided, however, in no event shall Provider use or disclose PHI in any manner that violates HIPAA or other applicable law. Provider is permitted to use and or disclose PHI: (i) if necessary for the proper management and administration of Provider's business; (ii) to carry out its legal responsibilities; and (iii) to aggregate PHI and data derived from PHI as permitted under HIPAA for quality assurance, performance improvement, and service delivery planning in order to ensure access to high quality emergency medical care to the communities served by Provider and each Department.

(b) Provider will require its agents or subcontractors receiving PHI from Provider to adhere to the restrictions and conditions required in this Exhibit.

(c) Provider shall make PHI available: (i) to individuals in accordance with 45 CFR Section 164.524 governing access of individuals to PHI; (ii) records for amendment (and incorporate amendments) in accordance with 45 CFR Section 164.526 governing amendments to PHI; (iii) any and all information necessary for providing patients an accounting of disclosures in accordance with 45 CFR Section 164.528 governing accounting for disclosures; and (iv) its internal practices, books and records related to the use and disclosure of PHI to the Secretary of Health and Human Services ("HHS") and his or her designees for the purposes of determining compliance with HIPAA.

(d) Provider shall use appropriate safeguards to prevent the unauthorized use or disclosure of all PHI, as well as safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI ("e-PHI"), including those required in the Security Rule. Without limiting the foregoing, Provider shall implement systems, policies and procedures in order to comply with Sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations, which regulations shall apply to Provider in the same manner that such sections apply to the Department.

(e) Provider shall report to a Department any Security Incident or other breach of unsecured PHI. Such notice shall be made to the Department within 15 business days after discovery of the breach and shall include the nature of the violating use or disclosure, the patients affected, the specific PHI used or disclosed, the identity of the person suspected of making the violating use and/or who received the disclosure and the corrective action Provider has or will take to prevent further similar violations, including any mitigation, and any other information the Department reasonably requests.

(f) Upon termination of this Agreement, Provider will return or destroy all PHI received from or created or received on behalf of each Department pursuant to this Agreement. In the event return or destruction is not feasible or practical, Provider will extend the protections required in this Exhibit to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible or impractical.

Exhibit C
Compliance Addendum

Each party to the Medical Direction Services Agreement (a “Certifying Party”) certifies as follows:

1. Certifying Party certifies that it shall perform its obligations under the Agreement in compliance with the requirements set forth in the Federal Anti-Kickback Statute and the Stark Self-Referral Law, to the extent such laws may be applicable to the arrangements described in the Agreement. Certifying Party represents and warrants that, to its best knowledge and belief, no part of any consideration provided under the Agreement is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business or other illegal conduct.
2. Neither Certifying Party, nor to Certifying Party’s knowledge, any officer, director, member, manager or employee of Certifying Party has been debarred, excluded, suspended or otherwise determined to be ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs¹ (collectively, “Ineligible”), or convicted of a criminal offense that could result in such party becoming Ineligible. Certifying Party shall not knowingly employ or contract with any individual or entity listed by a Federal agency of the United States of America as Ineligible.
3. If, at any time during the term of this Agreement, Certifying Party: (i) becomes Ineligible; (ii) is charged with a criminal offense related to Federal health care programs or is proposed for exclusion from participation in Federal health care or procurement or non-procurement programs; or (iii) has notice that any of its directors, officers, key employees or agents have become Ineligible or have been charged with a criminal offense related to Federal health care programs or is proposed for exclusion, Certifying Party agrees to use commercially reasonable efforts to immediately notify the other party hereto. In the event Certifying Party becomes Ineligible, the other party hereto shall have the right to terminate this Agreement immediately upon notice to Certifying Party. Further, in the event that Certifying Party becomes aware of any criminal charges or exclusions as described above are pending or proposed against Certifying Party, or that any director, officer, key employee or agent or Certifying Party has become Ineligible, the other party reserves the right in its sole discretion to terminate this Agreement or to exclude such party or parties from participation in this Agreement, or to take other appropriate steps to protect patients and state and Federal program funds.
4. Certifying Party shall perform the Agreement in compliance with all applicable laws, rules, regulations and Federal health care program requirements (to the extent applicable) (collectively, “Laws”). The failure of a Certifying Party to comply with applicable Laws shall be grounds for immediate termination of this Agreement.
5. Certifying Party acknowledges that future changes in federal, state or local law, or future judicial decisions or regulatory interpretations of law (collectively, a “Change in Law”) may affect this Agreement and the relationships described herein. Certifying Party acknowledges that this Agreement is subject to adjustment at any time in the event, and to the extent, required by any state or Federal government agency or authority, to maintain the tax-exempt status of any UH entity under the Internal Revenue code, and/or the law of the State of Ohio and/or to comply with any other law or regulation. In the event of any proposed or actual Change in Law that, in the opinion of legal counsel for Certifying

¹ An individual or entity listed on either the Health and Human Services – Office of Inspector General – List of Excluded Individuals at www.exclusions.oig.hhs.gov or the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs at www.epls.gov , as revised from time to time, is Ineligible.

Party or the other parties hereto, would or does invalidate any provision of this Agreement or cause any party hereto to be in violation of law in performing its duties and obligations hereunder, any party may request renegotiation of the Agreement by giving written notice to the other parties. Certifying Party agrees to negotiate, in good faith, revisions to the provision or provisions which are in violation.

6. Certifying Party shall maintain all documents and records in connection with the services provided under this Agreement relating to reimbursement from Federal health care programs or which may be necessary to verify the nature and extent of the cost of the services provided by the Certifying Party hereunder, until the expiration of four (4) years after the furnishing of any services under this Agreement, or any longer period as may be required by law, and shall make such documents and records available to, upon request by the Secretary of Health and Human Services, the Comptroller General of the United States, or any other governmental authority, or their duly authorized representatives. If Certifying Party uses a permitted subcontractor to perform services under this Agreement with a value of \$10,000 or more during any year, Certifying Party shall cause such subcontractor to agree in writing to assume the same obligations as described above with respect to maintenance of documents and records in connection with services provided under this Agreement and cooperation with governmental audits and investigations.

In the event there is any conflict between this Compliance Addendum and the Agreement, the terms set forth herein shall prevail.

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

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

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

WHEREAS, as part of the City's comprehensive Deer Management Plan, it is necessary to authorize a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service, as recommended by the Communications, Environmental, and Recreational Programming Committee of Council.

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into a Cooperative Service Agreement with the United States Department of Agriculture Animal and Plant Health Inspection Service, as part of the City's comprehensive Deer Management Plan, at a cost not to exceed \$30,425.33, as outlined in the agreement attached hereto and made a part hereof.

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

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

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

1st reading:

2nd reading:

3rd reading:

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor

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

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – AUTHORITY

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

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

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

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

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

COOPERATOR:

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 subpermitees 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

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A PERSONAL SERVICES AGREEMENT WITH O.R. COLAN ASSOCIATES, LLC., FOR RIGHT-OF-WAY ACQUISITION SERVICES FOR THE LOR US-6 15.87 PROJECT (LAKE ROAD, SR 83 WEST TO SHEFFIELD LAKE) AND DECLARING AN EMERGENCY.

WHEREAS, Section 59 of the Avon Lake City Charter, entitled Competitive Bidding, authorizes the expenditure of funds without public bidding for “personal services” as defined in the Charter; and

WHEREAS, the City desires to retain the services of O.R. Colan Associates, LLC, to provide for right-of-way acquisition services along the US 6 (Lake Road) from SR 83 westward to the Sheffield Lake corporation boundary.

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into an agreement with O.R. Colan Associates, LLC, of Fairview Park, Ohio, to provide right-of-way acquisition services that include project management, title reports, appraisals, value analyses, negotiations, and closings.

Section No. 2: That said agreement (Exhibit A) shall state among its terms that the cost of said personal, professional services shall not exceed \$208,580. Upon receipt of an itemized billing, in conformance with the guidelines and scope of work as set forth in said agreement to the satisfaction of the Public Works Director, the Finance Director is hereby directed to deliver to O.R. Colan Associates, LLC, the warrant of this City in the amount due and payable and to cause said warrant to be paid.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to acquire right-of-way parcels for the installation of sidewalks on Lake Road and to comply with the requirements of the Ohio Department of Transportation grant, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor

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

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MARTIN+WOOD APPRAISAL GROUP, LTD., FOR APPRAISAL REVIEW SERVICES FOR THE LOR US-6 15.87 PROJECT (LAKE ROAD, SR 83 WEST TO SHEFFIELD LAKE) AND DECLARING AN EMERGENCY.

WHEREAS, the City desires to retain the services of Martin+Wood Appraisal Group, LTD., of Toledo, Ohio, to provide appraisal review services in accordance with the Ohio Department of Transportation (ODOT) and the Uniform Standards of Professional Appraisal Practice (USPAP) standards for the LOR US-6 15.87 Project along Lake Road from SR 83 westward to the Sheffield Lake corporation boundary.

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

Section No. 1: That the Mayor is hereby authorized and directed to enter into an agreement with Martin+Wood Appraisal Group, Ltd., of Toledo, Ohio, to provide appraisal review services.

Section No. 2: That said agreement (Exhibit A) shall state among its terms that the cost of said professional services shall not exceed \$27,625. Upon receipt of an itemized billing, in conformance with the guidelines and scope of work as set forth in said agreement to the satisfaction of the Public Works Director, the Finance Director is hereby directed to deliver to Martin+Wood Appraisal Group, Ltd., the warrant of this City in the amount due and payable and to cause said warrant to be paid.

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

Section No. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of appraisal services to acquire right-of-way parcels for sidewalk installation along Lake Road and to comply with ODOT's grant requirements, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor



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



**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: September 4, 2025

RE: Planning Commission Meeting Results of September 3, 2025

The results of the September 3, 2025, Planning Commission Meeting are as follows:

New Cases

Public Hearing

Case No. HPC-25-1, Avon Lake Historical Society, Historic Landmark Designation for the Red Aircraft Warning Beacon formerly mounted atop the Avon Lake Power Plant Smokestack. Applicable Code Section 1214.08 Designation of Historic Landmarks and Historic Districts applies.

Decision: Approved (7-0), recommending City Council approval.

The application will be forwarded to City Council for consideration.

Case No. CPC-25-14, Christ Church Westshore and Schafer Development Company Ltd., Major Subdivision Improvement Plan Approval for Christ Church Industrial Subdivision, located on the south side of Pin Oak Parkway, west of Avon Belden Road (SR 83). Applicable Code Section 1214.05 Major Subdivision and Section 1238 Subdivision Design Standards apply.

Decision: Approved (7-0), recommending City Council approval, contingent upon final review and approval by the City Engineer, Avon Lake Regional Water, and Zoning.

The application will be forwarded to City Council for consideration.

Case No. CPC-25-13, Legacy Pointe Ltd, Major Subdivision Improvement Plan Approval for Avon Center Estates No. 2, Phase 6, located in the southwest quadrant of Avon Lake. Applicable Code Section 1214.05 Major Subdivision and Section 1238 Subdivision Design Standards apply.

Decision: Approved (6-0), Dr. Ma abstained, recommending City Council approval, contingent

upon final review and approval by the City Engineer and the renaming of “Turnberry Court” to avoid confusion with Turnberry Lane.

The application will be forwarded to City Council for consideration.

Other Business

Proposed Right-of-Way Vacation and Consolidation for Phase 6 of Avon Center Estates Subdivision No. 2 Redevelopment Applicable Code Section: 1216.03 (c) Zoning District Map and District Boundaries, Vacation of Public Rights-of-Way, and Section 1214.04 Minor Subdivisions apply.

Decision: Approved (6-0), Dr. Ma abstained, recommending City Council approval of the Vacation & Consolidation Plat for Avon Center Estates No. 2

The application will be forwarded to City Council for consideration.

Next Meeting

The next regular Planning Commission Meeting is scheduled for Tuesday, October 7, 2025.

cc: City Council Members
Department Heads

AN ORDINANCE DESIGNATING THE RED AIRCRAFT WARNING BEACON
FORMERLY MOUNTED ATOP THE AVON LAKE POWER PLANT SMOKESTACK
AS AN HISTORIC LANDMARK.

WHEREAS, Avon Lake Planning Commission has, at its meeting of September 3, 2025, recommended to Council that the Red Aircraft Warning Beacon formerly mounted atop the Avon Lake Power Plant Smokestack be granted Historic Landmark Designation, and

WHEREAS, the request for Historic Landmark Designation for the Red Aircraft Warning Beacon has been reviewed by the Avon Lake Historical Preservation Commission according to Planning & Zoning Code Section 1214.08; and

WHEREAS, the Avon Lake Power Plant was constructed between 1924 and 1925 and served as a major source of power generation in the region for nearly a century; and

WHEREAS, the Plant played a vital role in supporting the economic and industrial development of Avon Lake and the surrounding communities throughout its operational lifespan; and

WHEREAS, a beacon was installed on the Plant's smokestack around 1975, serving as a visual marker of the Plant's continued operation and presence on the City's skyline until its deactivation in 2020; and

WHEREAS, the beacon is one of only two known to remain in existence that were used on the Plant's smokestacks, making it a rare and significant artifact of the City's industrial heritage; and

WHEREAS, although not original to the Plant's early years, the beacon represents the modern industrial period of the facility and is one of the last preserved physical elements following the Plant's demolition; and

WHEREAS, the continued existence of the beacon offers a tangible and unique connection to Avon Lake's economic and industrial history, serving as a symbol of the City's legacy in energy production and technological advancement;

WHEREAS, historic designation gives residents of our community a deeper sense of understanding and appreciation of Avon Lake heritage.

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

Section No. 1: That Council of the City of Avon Lake does hereby grant the Red Aircraft Warning Beacon the designation of Historic Landmark.

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

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

1st reading:

2nd reading:

3rd reading:

PASSED: _____

Council President

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor



AVON LAKE HISTORICAL SOCIETY – RED AIRCRAFT WARNING BEACON

Report

To: Avon Lake Planning Commission

From: Kelly La Rosa, Planning and Zoning Manager

Date: August 28, 2025

Re: Case No. HPC-25-2, Avon Lake Historical Society, Historic Landmark Designation for the Red Aircraft Warning Beacon formerly mounted atop the Avon Lake Power Plant Smokestack.

PROJECT DESCRIPTION

This request is being presented to the Planning Commission following a recommendation from the Avon Lake Historic Preservation Committee, which voted to recommend approval of historic landmark status for the red aircraft warning beacon at its meeting on June 25, 2025.

The applicant, Tony Tomanek, President of the Avon Lake Historical Society, seeks historic designation for the beacon that once sat atop the smokestack of the Avon Lake Power Plant. The artifact has been preserved following the demolition of the smokestack. It is proposed for designation as a historic object in recognition of its cultural, industrial, and visual significance to the community.

The Planning Commission is being asked to review the recommendation under Section 1214.08 of the Codified Ordinances and forward a final recommendation to City Council for official designation.

PROJECT ANALYSIS

Based on the materials submitted and a review of the applicable criteria, staff finds the following in support of the designation:

Historical Significance and Cultural Heritage

The beacon is directly associated with the Avon Lake Power Plant, which was constructed between 1924 and 1925 and served as a major source of power generation in the region for nearly a century. Installed around 1975, the beacon remained in service until 2020, marking the plant's presence on the skyline and symbolizing its continued operation during the latter half of its lifespan. According to the applicant, the beacon is one of only two known to remain in existence that were used on the power plant's smokestacks, making it a rare surviving artifact. While not original to the plant's early years, it is a significant object from the plant's modern industrial period and one of the last preserved physical elements following its demolition. Its continued existence offers a tangible and unique connection to the city's economic and industrial heritage (Criteria 1, 2, and 4).



Planning Commission
Case No. HPC-25-2
Avon Lake Historic Society
Landmark Designation: The Beacon
August 28, 2025
Page 2 of 3

Integrity, Authenticity, and Craftsmanship

The beacon remains intact in its original form and has not been modified. As the authentic fixture from the top of the demolished smokestack, it preserves the design, materials, and workmanship representative of early 20th-century industrial infrastructure (Criteria 6 and 7).

Contextual and Visual Landmark Value

For decades, the beacon served as a prominent visual reference along the Lake Erie shoreline. Although the smokestack has been removed, the object continues to represent a defining visual and symbolic feature of the community's industrial landscape (Criteria 1 and 10).

Cultural and Social Significance

Beyond its functional role, the beacon became a recognizable part of Avon Lake's skyline and cultural memory. It symbolized the power plant's presence and influence in everyday life and became one of the most visible and enduring icons of the city's industrial past. The applicant notes that the beacon is "one of the final and most recognizable pieces remaining in existence" of the Avon Lake Power Plant, which played a central role in the city's culture, economy, and identity for nearly 100 years. As such, the beacon holds symbolic meaning for the community and serves as a historical touchstone for future generations (Criteria 4 and 5).

Feasibility of Preservation and Interpretation

The beacon has been retained and remains in good condition, making it feasible for future interpretation or display, if pursued. Its survival offers an opportunity to preserve and share an important physical link to the city's industrial past (Criteria 10).

Public Interest and Consistency with City Plans

The community has shown interest in preserving tangible elements of the power plant as part of Avon Lake's heritage. The beacon, as one of the last remaining components of the facility, provides a physical representation of the city's industrial legacy. The applicant emphasizes its role as a symbol of the past that will help communicate Avon Lake's history to future generations. Designating the beacon aligns with the City's goals of recognizing historically and culturally significant resources and promoting long-term preservation awareness (Criteria 1 and 4).

REVIEW AND RECOMMENDATION BY THE COMMISSION

In considering the designation of any object as a landmark, the Planning Commission shall apply the following criteria:

1. The character, interest, or value of the area, property, or site as part of the development, heritage, or cultural characteristics of the city, state, or nation;
2. The location as a site of a significant historic event;
3. The identification with a person or persons significant in our past;
4. The exemplification by the area, property, or site of the cultural, economic, or social heritage of the city, state, or nation;
5. The portrayal of a group of people in an era of history, characterized by a distinctive architectural style;
6. The embodiment of distinguishing characteristics of a building type or architectural style;



Planning Commission
Case No. HPC-25-2
Avon Lake Historic Society
Landmark Designation: The Beacon
August 28, 2025
Page 3 of 3

7. The embodiment of elements of architectural design, detail, materials, or craftsmanship, which represent architecture of significant character;
8. The identification as the work of an architect or master builder whose work has influenced the city, state, or nation;
9. The potential to yield information important in prehistory or history; and
10. A unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood or the city.

As part of its review, the Commission shall consider the nomination and the Historic Preservation Commission's recommendation and advise the City Council to approve, approve with modifications, or deny the nomination.

Potential Motion: A motion is to be made in the positive. A minimum of four “yes” votes to recommend approval or four “no” votes to recommend denial. The language below is provided as a guide and does not suggest any specific action by the Planning Commission.

I move to recommend that the City Council approve the historic designation of the Red Aircraft Warning Beacon formerly mounted on the Avon Lake Power Plant smokestack, based on its cultural, visual, and industrial significance as outlined in Section 1214.08 of the Codified Ordinances.

SUBSEQUENT ACTION

Following the Planning Commission’s action, whether a recommendation of approval, conditional approval, or denial, the case will be forwarded to the City Council for final review and determination. City Council will consider the recommendation of both the Historic Preservation Committee and the Planning Commission, along with the applicable criteria in Section 1214.08, before rendering its decision. The applicant is encouraged to attend the meeting to participate in the discussion.

ATTACHMENTS

- Planning Commission Application
- Historic Preservation Commission Application

Applicant Information

Applicant Role

Property Owner

Applicant Name

Avon Lake Historical Society

Address

32770 Lake Road

City

Avon Lake

State

OH

Zip

44012

Phone

4404528208; 440-346-6722

Email

t.tomanek@me.com; dkos@avonlake.org

Request Information

Present Use

Historical artifact on display from former Avon Lake Power Plant

Review Criteria: In considering the designation of any building, structure, site, work of art or object as a landmark or any area which contains within definable geographic boundaries, buildings, structures or sites of historic architectural or archaeological significance as a historic district, the HPC shall apply the following criteria: (1) The character, interest or value of the area, property, or site as part of the development, heritage or cultural characteristics of the city, state, or nation; (2) The location as a site of a significant historic event; (3) The identification with a person or persons significant in our past; (4) The exemplification by the area, property, or site of the cultural, economic or social heritage of the city, state, or nation; (5) The portrayal of a group of people in an era of history, characterized by a distinctive architectural style; (6) The embodiment of distinguishing characteristics of a building type or architectural style; (7) The embodiment of elements of architectural design, detail, materials or craftsmanship, which represent architecture of significant character; (8) The identification as the work of an architect or master builder whose work has influenced the city, state, or nation; (9) The potential to yield information important in prehistory or history; and (10) A unique location or singular physical characteristic representing an established and familiar visual feature of a neighborhood or of the City.

Review Criteria - Applicant Response

The proposed stack beacon light is one of only two known of its kind remaining in existence that were placed on the smoke stacks of the former Avon Lake Power Plant. It is one of the final and most recognizable pieces remaining in existence of the former Avon Lake Power Plant. The power plant for close to 100 years was a part of the culture, economic engine and heritage of the City of Avon Lake. This beacon is a symbol of the past and will help to tell Avon Lake's history to future generations.

Signature

Applicant Signature

true



ALHPC



Avon Lake Historical Preservation Commission
Avon Lake City Hall, 150 Avon Belden Road, Avon Lake, Ohio 44012
Tel: 440.933.6141 Fax: 440.930.4107

Case No. 1-2025

Date of Application: 6-25-25

Date Received: 6-25-25

ALHPC Hearing Date: 6-25-25

PROPOSAL FOR HISTORIC LANDMARK STATUS

Owner Name: Avon Lake Historical Society
Address: 32770 Lake Rd. Avon Lake, OH 44012
Primary Phone: 440 549 4425 Alternate Phone: _____
Email Address: avonlakehistoricalsociety@gmail.com

Applicant Name: Tony Tomaneck, Pres. ALHS
Address: _____
Primary Phone: 440 452 8208 Alternate Phone: _____
Email Address: t.tomaneck@me.com

If Applicant is not the Owner, explain the relationship and attach a letter of support for designation from the Owner.

Address or PPN of Property: ALPH, 32649 Electric Blvd. Avon Lake
Present Use of Property: Display of Power Plant Artifacts
Historic or Other Names for Property: Stack Beacon Light - AL Power Plant

Owner Category: Private ☐ Public/Government ☒ Local ☐ State ☐ Federal ☐
Nominee Description: Site ☐ Structure ☐ District ☐ Other ☒

Year Built: 1975 Circa: 1926 to 2025 Additions/Alterations _____

Basis for Dating: Documents (Deed, Blueprints, Building Permit, etc.) ☐

Physical Evidence ☐ Describe/Explain Information Used: _____

attached

REQUIRED SUBMITTALS:

1. Description of significant architectural features, including site and landscape features, contributing outbuildings, and if appropriate, significant interior features.
2. Description of the history of building or site and its significance. Why is it important or representative of our heritage and in what ways? How does it meet the criteria for designation (i.e., is it a site, building or structure of particular historic or cultural significance to the City of Avon Lake, the state or the country? Is it identified with historic personages or important events in local, state or national history; does it embody distinguishing architectural style or is it inherently valuable as a representation of a period or notable work of a master builder or architect? See Ordinance 1268.05 for details.
3. List sources of information consulted in preparing this form, if any.
4. Photographs showing exterior facades must be attached to this nomination and become the property of the City of Avon Lake Historic Preservation Committee. Photographs should be labeled on the back in #2 pencil with the street address, brief description, name of photographer and date of photograph.
5. Any other substantiating evidence or documentation contributing to justification as candidate for certification.

AUTHORIZING SIGNATURES:

Signature of Applicant: _____

Signature of Owner: _____

Date of Application: _____

HISTORIC PRESERVATION COMMITTEE ACTION:☒ Approved ☐ Conditionally Approved ☐ DeniedBy: Barbara M. Ruffee, ChairDate: 6-25-25**PLANNING COMMISSION ACTION:**☐ Approved ☐ Conditionally Approved ☐ Denied

By: _____

Date: _____

CITY COUNCIL ACTION:☐ Approved ☐ Conditionally Approved ☐ Denied

By: _____

Date: _____

STACK BEACON LIGHT AVON LAKE POWER PLANT

The Avon Lake Power Plant, a prominent fixture on the Lake Erie shoreline, was built between March 1925 and July 1926 by the Cleveland Electric Illuminating Company at a cost of approximately \$30 million and, upon completion, was the largest power plant of its kind in the world.

The plant was known for its iconic smokestacks, one of which remains standing as a landmark. The plant was decommissioned in 2021 and the demolition process began which included the implosion of the buildings and two of the three stacks.

To comply with air pollution laws, the existing concrete stack was constructed in 1975 to contain the metal flues from Unit 6 and Unit 7. The stack and the two exiting flues on the top reach a total height of 524 feet above the ground or 1112 feet above sea level. Unit 9 the largest stack was constructed in 1969. U8, the other concrete stack, was built in 1959. These both proceeded the U6-7 Stack

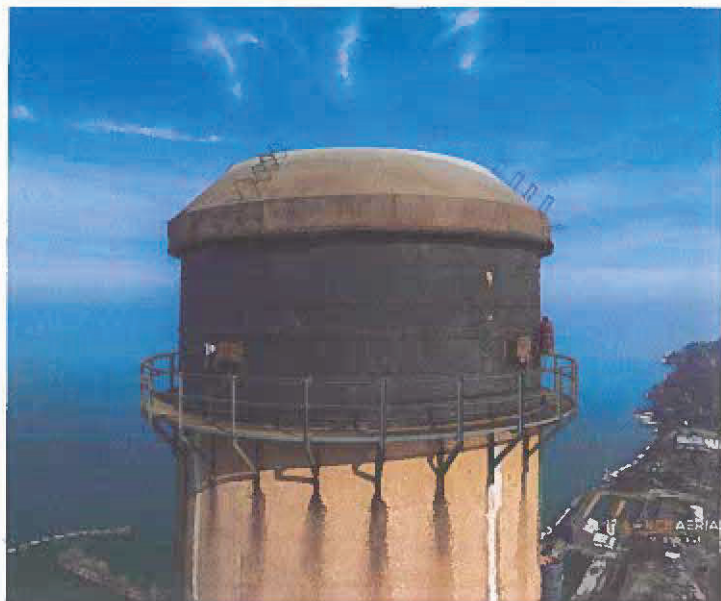
This red beacon light was one of a total of 12 lights on the stack. Six lights were on the very top of the stack at elevation 512 feet and six lights at elevation 260 feet. The purpose of the lights was to alert air traffic in the area of the impending obstruction. The stacks are registered with the Federal Aviation Administration which require notification if any of the lights are out of service.

This red obstruction/beacon light was in service from 1975 to 2020 when the stack lights were upgraded to the present LED lights.

Presently there are 4 lights (every 90 degrees) at the 512 and 260 ft levels. The light was manufactured by Crouse Hinds. It is a Type FCB-12 Beacon Light. Registration no: HL-P861. These lights were used as obstruction lights and airport lights. The light itself contained two 620watt light bulbs. The light weighs approximately 80 lbs. Measurement: 32"H x 16"D. This is one of two lights remaining known to be in existence (the other is privately owned).

Currently, salvaged artifacts are being stored at various locations, including Avon Lake Public Works and the Avon Lake Public Library. Some larger structures, such as one of the plant's original smokestacks, remain on-site.

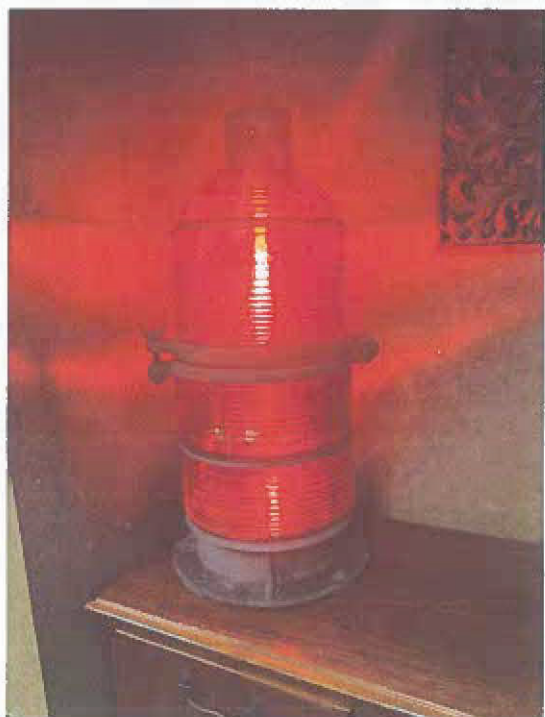
It is the mission of the City of Avon Lake, Avon Lake Historical Society and the Avon Lake Preservation Commission to save this and other artifacts to preserve the memory of the Avon Lake Power Plant.



top of stack (light far right edge)



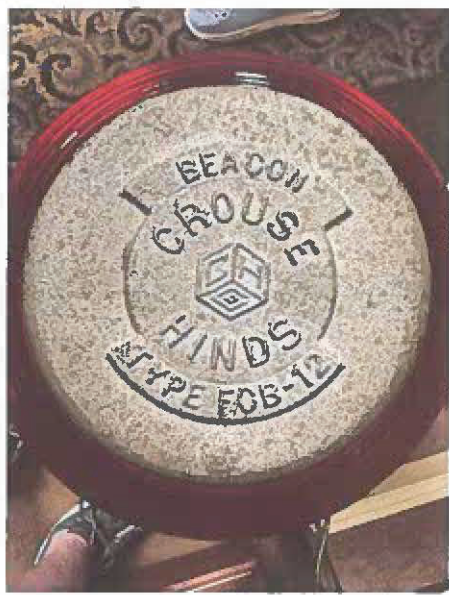
open for bulb replacement



Light on



Light - Stack Beacon



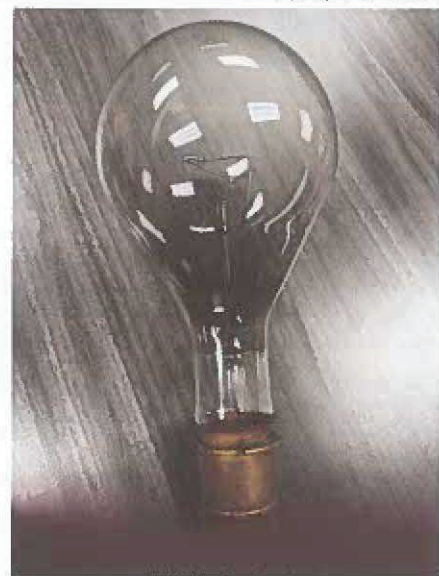
Top of light - identification



Registration No:



Interior of light (replacement bulb)



Original bulb (620watt)



early power plant



dates of building



power plant 7/16/2022

AN ORDINANCE APPROVING THE IMPROVEMENT PLAN FOR CHRIST CHURCH INDUSTRIAL SUBDIVISION AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has at its meeting of September 3, 2025, approved the Improvement Plan for Christ Church Industrial Subdivision.

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

Section No. 1: That the Improvement Plan for Christ Church Industrial Subdivision, consisting of six development-ready sublots intended for light industrial and commercial uses, located on the south side of Pin Oak Parkway, west of Avon Belden Road (SR 83) within an I-1 Light Industrial Zoning District, as submitted to and approved by Planning Commission, contingent upon the final review and approval by the City Engineer, Avon Lake Regional Water, and Zoning, as required by the Planning & Zoning Code, and referred to this Council, be and it is hereby approved.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to allow the project to move forward and permit the City to begin collecting property taxes as soon as possible to further the economic stability of the City, thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

Council President

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor



CHRIST CHURCH INDUSTRIAL SUBDIVISION – IMPROVEMENT PLAN

Report

To: Avon Lake Planning Commission

From: Kelly La Rosa, Planning and Zoning Manager

Date: August 27, 2025

Re: Case No. CPC-25-14, Christ Church Westshore and Schafer Development Company Ltd., Major Subdivision Improvement Plan Approval for Christ Church Industrial Subdivision, located on the south side of Pin Oak Parkway, west of Avon Belden Road (SR 83).

PROJECT OVERVIEW

This report summarizes an Improvement Plan application for the Christ Church Industrial Subdivision. The proposal includes the construction of a new public roadway and associated infrastructure within a 17.28-acre parcel owned by Christ Church Westshore. If approved, the subdivision would create six development-ready sublots intended for light industrial and commercial uses consistent with the I-1 Light Industrial Zoning District.



Figure 1: Maps Data: Google Earth 6.2.2016.

The roadway, extending approximately 1,100 linear feet south from Pin Oak Parkway, is the primary element of this application. It will provide the required frontage and access for each subplot and must be designed to city standards for public dedication. Supporting improvements include stormwater management facilities, water and sanitary sewer extensions, storm sewer infrastructure, utility easements, and site grading.

Concurrent Applications

In addition to this Improvement Plan, the applicant has submitted a lot split request that is being processed concurrently. The lot split separates the existing Christ Church Westshore parcel from the portion of land intended for subdivision and roadway development. While the two applications are distinct, they are coordinated to ensure the parcel configuration aligns with the roadway extension and subdivision layout.

PROJECT DESCRIPTION

Owner: Christ Church Westshore, 726 Avon Belden Road, Avon Lake.

Developer: Steve Schafer, Schafer Development Company Ltd., 1471 Lear Industrial Parkway, Avon.

Applicant/Engineer: Chuck Szucs, P.E., P.S., Polaris Engineering & Surveying, Inc., 34600 Chardon Road, Suite D, Willoughby Hills, Ohio 44094

Location: The property is located on the south side of Pin Oak Parkway, west of Avon Belden Road (SR 83).

Approvals: The Planning Commission recommended approval of the preliminary plat for the Christ Church Industrial Subdivision on April 2, 2024.

Zoning: The site is zoned Light Industrial (I-1). The Light Industrial District permits office, warehouse, and flex space facilities.

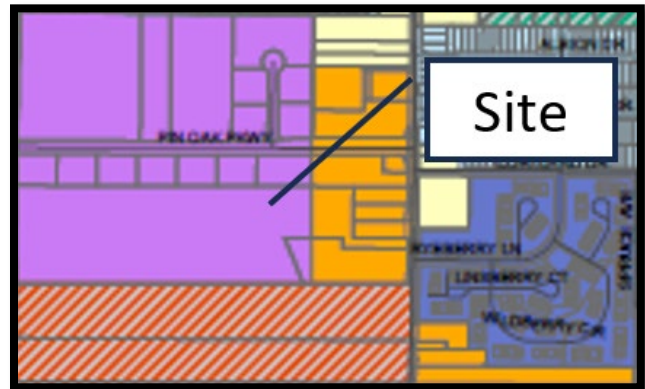


Figure 1: Excerpt from Avon Lake Zoning Map

Surrounding Land Use and Zoning:

- **North:** I-1 Light Industrial District – Pin Oak Parkway frontage with office, warehouse, and light manufacturing (First Commerce Park).
- **East:** B-2 General Business District– Commercial and service uses along Avon Belden Road (SR 83).
- **South:** P-I Public and Institutional District – rear land of the City’s Public Works Building
- **West:** I-1 Light Industrial District – Existing industrial and commercial properties along Pin Oak Parkway.

Comprehensive Land Use Plan

The Avon Lake Comprehensive Land Use Plan designates this area for small to medium-scale commercial uses, and the proposed subdivision is consistent with that objective.

Applicable Code Sections:

Section 1214.05 - Major Subdivision: Requires subdivision improvements to meet zoning, thoroughfare, and infrastructure standards.

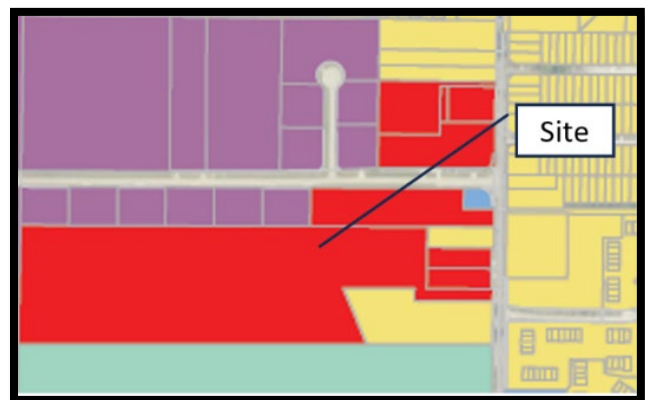


Figure 2: Excerpt from Future Land Use Plan

Section 1238 - Subdivision Design Standards:

Establishes standards for lot layout, right-of-way design, utilities, sidewalks, landscaping, and connectivity.

PROJECT ANALYSIS

The subdivision is located within the I-1 Light Industrial District, which permits office, warehouse, and flex space facilities. The six proposed sublots are designed to accommodate buildings in the 5,000–10,000 square foot range, consistent with zoning allowances and documented demand for smaller-scale employment uses in Avon Lake.

The Comprehensive Land Use Plan designates this area for small to medium-scale commercial purposes, and the proposal directly supports that objective. The site is positioned north of additional I-1 property owned by Christ Church Westshore, west of commercial uses along Avon Belden Road, and gains direct access from Pin Oak Parkway. This configuration provides compatibility with surrounding land uses and reinforces the intended character of the industrial/commercial corridor.

At the center of this application is the construction of a new public roadway, extending approximately 1,100 linear feet south from Pin Oak Parkway into the rear portion of the Christ Church Westshore property. The roadway must be designed to city standards and dedicated for public use, providing the legal frontage and access required for each subplot. Its development establishes the subdivision framework necessary for lawful use of the property in compliance with I-1 standards while advancing the Comprehensive Plan's objective of strengthening Avon Lake's employment base.

Supporting infrastructure will be constructed as part of the roadway. This includes a stormwater detention basin, extensions of water and sanitary sewer service, storm sewer improvements, utility easements, and grading. These elements are essential to ensure that each subplot is fully served and development-ready.

The surrounding context reinforces the appropriateness of the design: I-1 zoned property lies immediately north, commercial uses along Avon Belden Road create a compatible transition, and Pin Oak Parkway provides logical access. Collectively, these features ensure consistency with adjacent development patterns and the character of the locality.

Sustainability Consideration

The subdivision is expected to demonstrate sustainability characteristics typical of light industrial development. Energy use, water demand, and waste generation are anticipated to be within normal ranges. Individual subplot owners may pursue enhanced sustainability measures—such as energy-efficient building systems, water conservation practices, or waste reduction strategies—at the time of development.

Development Review Committee

The Development Review Committee consists of representatives from Community Development, Building, Public Works, Avon Lake Regional Water, Fire, and Police. All responses received to date are provided in the attachments. Avon Lake Regional Water, Zoning, and Engineering submitted feedback, but some issues remain unresolved.

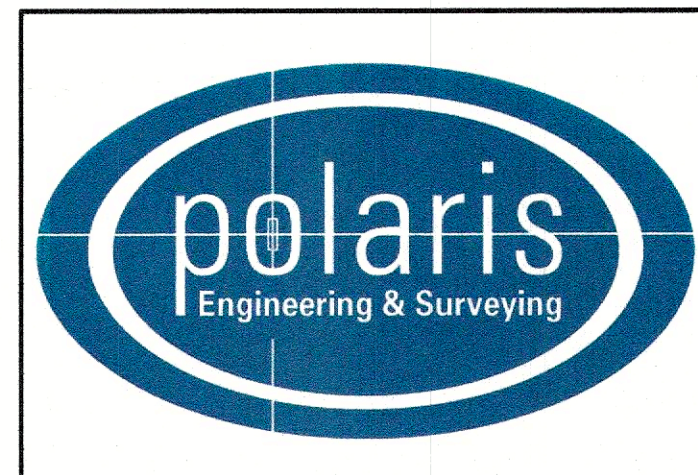
REVIEW AND RECOMMENDATION BY THE COMMISSION

Review Criteria – Section 1214.05

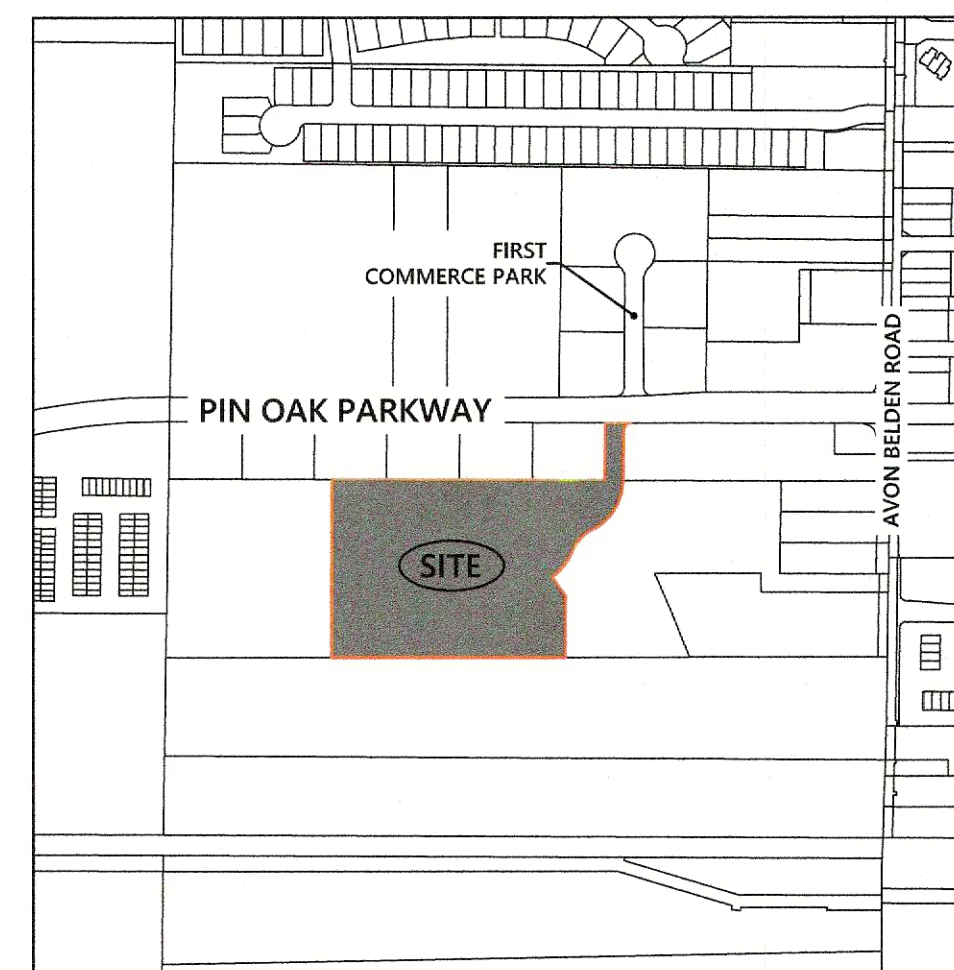
IMPROVEMENT PLANS FOR CHRIST CHURCH INDUSTRIAL SUBDIVISION

CITY OF AVON LAKE - LORAIN COUNTY - OHIO

DESIGNED BY:



POLARIS ENGINEERING & SURVEYING, INC.
34600 CHARDON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433 (440) 944-3722 (Fax)
www.polaris-es.com

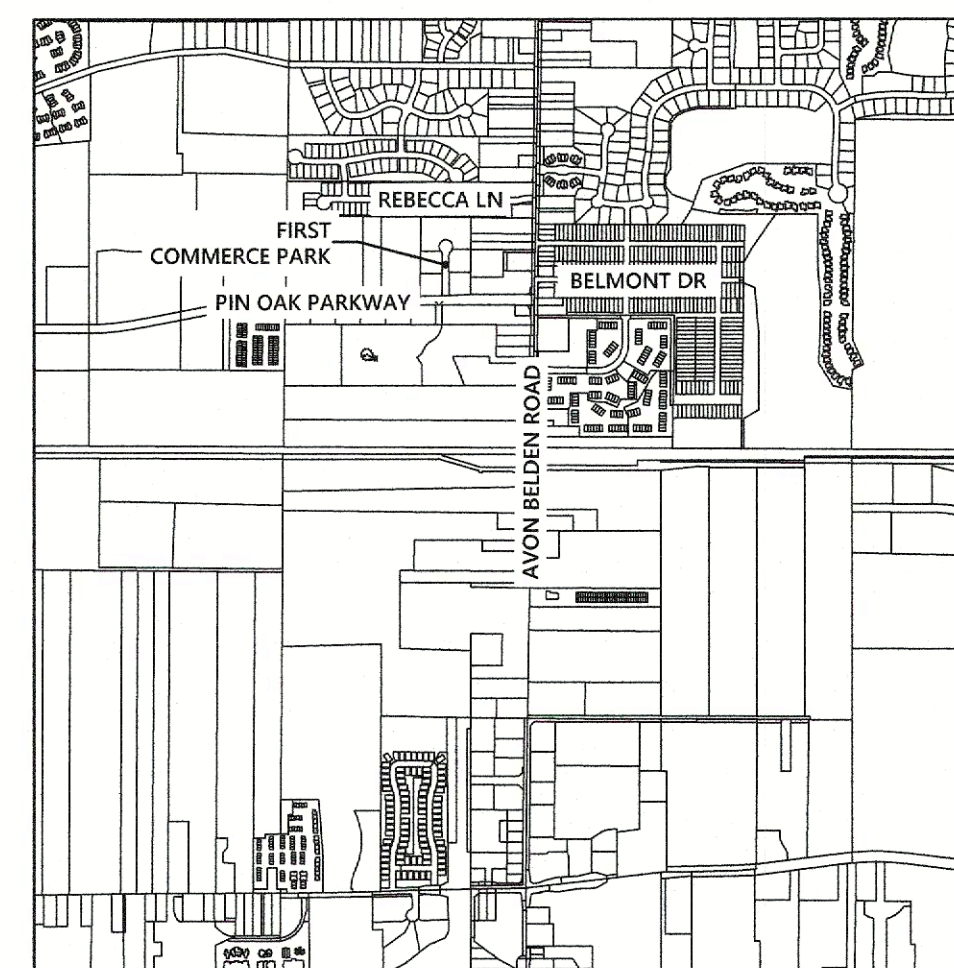


SITE MAP
N.T.S.

SCHAFER DEVELOPMENT
1471 LEAR INDUSTRIAL PARKWAY
AVON, OHIO 44011
PHONE: (440) 934-1119
CONTACT: STEVE SCHAFER

DRAWING INDEX

DESCRIPTION	SHEET NO.
TITLE SHEET	1
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EXISTING CONDITIONS	3
UTILITY PLAN	4
PLAN & PROFILES	5-7
FINAL GRADING PLAN	8
SWP3 & MASS GRADING	9
S.W.M. BASIN DETAIL	10
SWP3 NOTES	11
SWP3 DETAILS	12
PVMT & INT. DETAILS	13
DETAILS	14-16
STRIPING PLAN	S1



VICINITY MAP
N.T.S.

APPROVALS

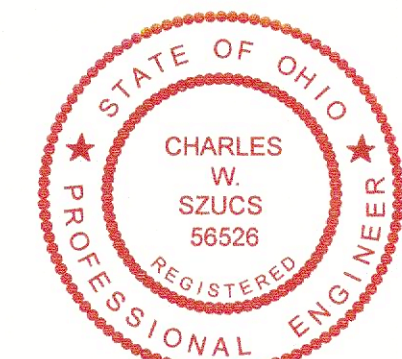
APPROVED BY THE CITY OF AVON LAKE, OHIO:

BY CHRIS HOWARD P.E., CPESC DATE:
CITY OF AVON LAKE ENGINEER

RECEIVED
AUG 08 2025
Avon Lake
Regional Water

JAL CYCLE 1
REVIEW
8/13/25

SELF-CERTIFICATION
BLOCKS
WAT + SAN



Charles W. Szucs DATE: 7/30/25
ENGINEER P.E. # 56526

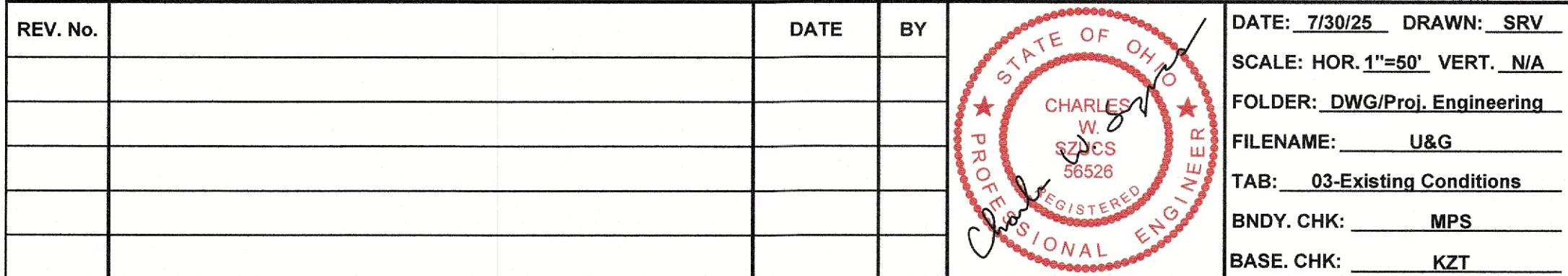
TITLE SHEET

CONTRACT No.

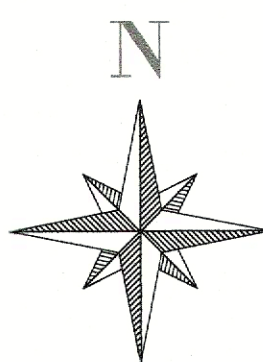
23059

SHEET	OF
01	16

PIN OAK PARKWAY
(VARIES)



TREES TO BE CLEARED = 3.26 AC



**GRAPHIC
SCALE**

(IN FEET)
1 INCH = 50 FEET

**CHRIST CHURCH
INDUSTRIAL SUBDIVISION**

CITY OF AVON LAKE - LORAIN COUNTY - OHIO

POLARIS ENGINEERING & SURVEYING, INC.
34600 CHARDON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433 (440) 944-3722 (Fax)
www.polaris-es.com



EXISTING CONDITIONS

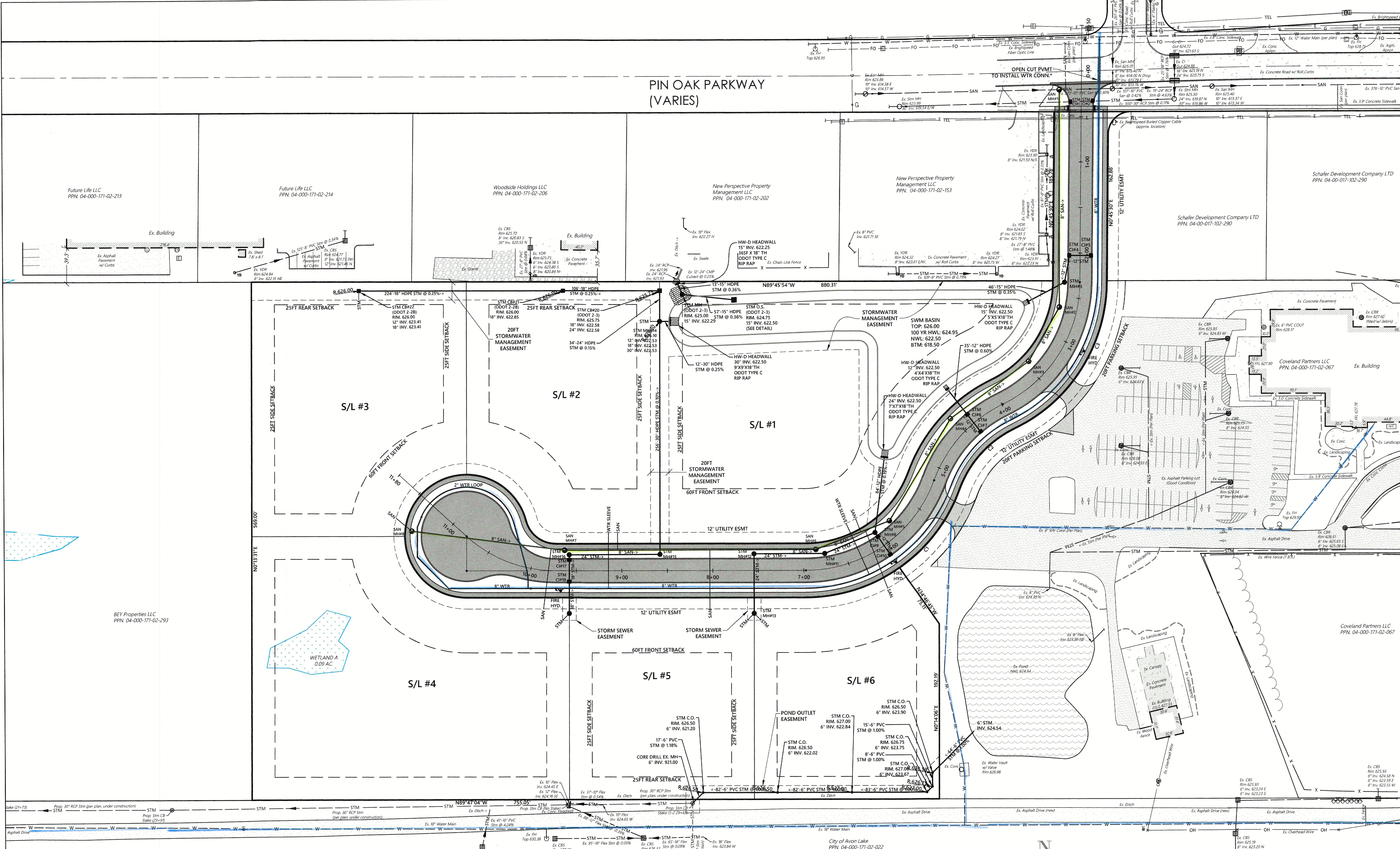
PREPARED FOR:
SHAHER DEVELOPMENT
1471 LEAR INDUSTRIAL PKWY
AVON, OHIO 44011
PHONE: (440) 934-1119
CONTACT: STEVE SCHAFER

CONTRACT No.

23059

03

16



REV. No.	DATE	BY

DATE: 7/30/25	DRAWN: SRV
SCALE: HOR. 1"=50', VERT. N/A	
FOLDER: DWG/Proj. Engineering	
FILENAME: U&G	
TAB: 04-Utility Plan	
BNDY. CHK: MPS	
BASE. CHK: KZT	

***OPEN CUT PVMT NOTE**
PIN OAK PKWY OPEN CUT PVMT REPLACEMENT SHALL MATCH EXISTING PVMT TYPE AND THICKNESS

OPEN CUT TO BE COORDINATED WITH CITY OF AVON LAKE ENGINEERING AND SERVICE DEPARTMENT. OPEN CUT SHALL OCCUR AT NON-PEAK TRAFFIC HOURS

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	109.80'	180.00'	34°56'57"	108.10'	N37°44'46"E	56.67'
C2	92.61'	120.00'	44°13'05"	90.33'	N42°22'50"W	48.75'
C3	200.22'	180.00'	63°43'53"	190.05'	N32°37'24"E	111.89'
C4	39.02'	25.00'	89°26'16"	35.18'	N45°26'38"E	24.76'

GRAPHIC SCALE

50 0 25 50

(IN FEET)

1 INCH = 50 FEET

CHRIST CHURCH INDUSTRIAL SUBDIVISION

CITY OF AVON LAKE - LORAIN COUNTY - OHIO

POLARIS ENGINEERING & SURVEYING, INC.

34600 CHARDON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433 (440) 944-3722 (Fax)
www.polaris-es.com

UTILITY PLAN

PREPARED FOR:
SHAVER DEVELOPMENT
1471 LEAR INDUSTRIAL PKWY
AVON, OHIO 44011
PHONE: (440) 934-1119
CONTACT: STEVE SCHAFER

CONTRACT No.

23059

SHEET	OF
04	16

REV. No.		DATE	BY

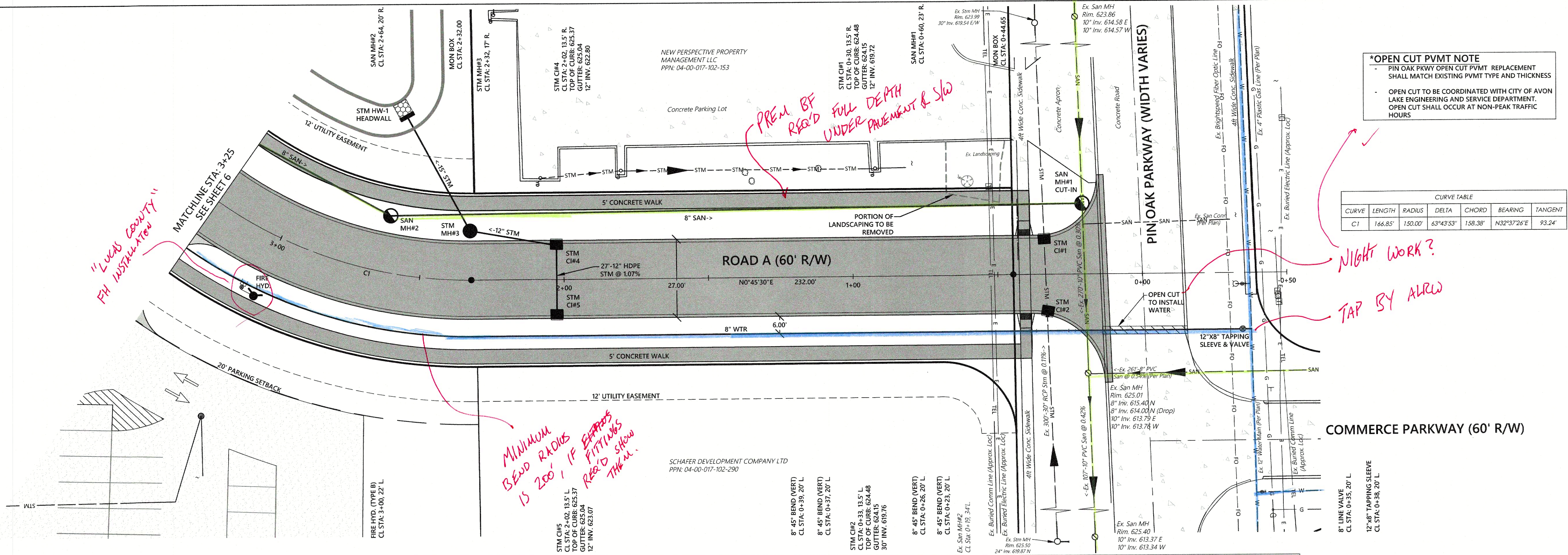
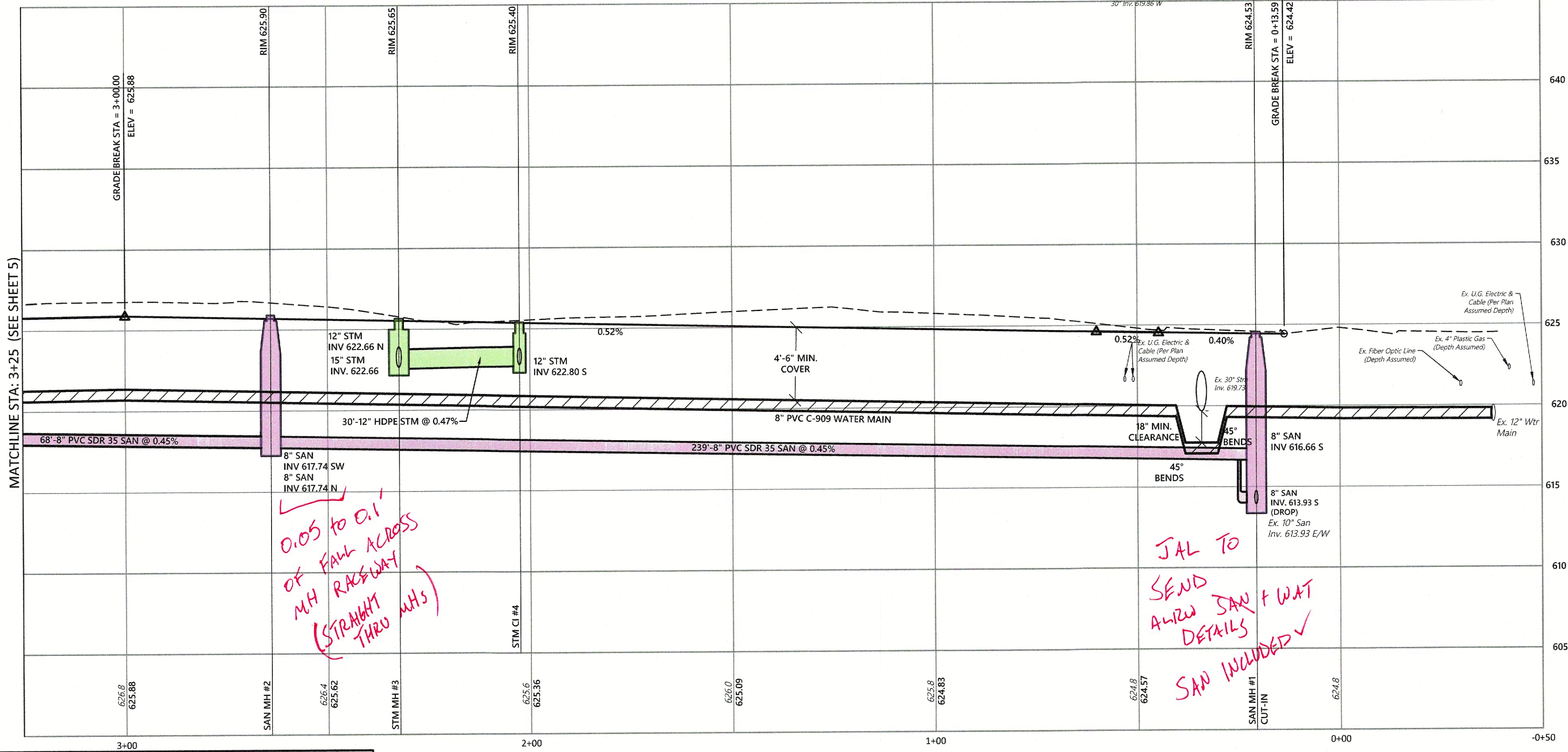
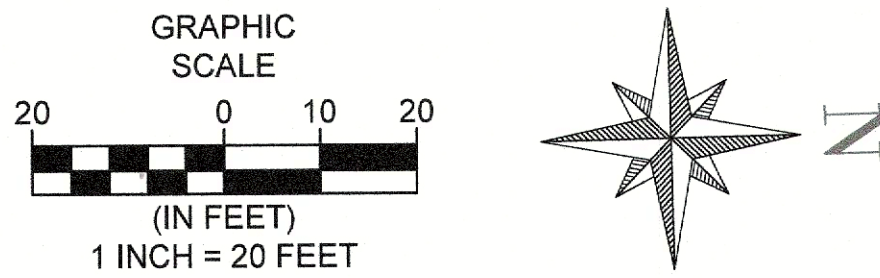
STATE OF OHIO

CHARLES W. SCHAFER

REGISTERED PROFESSIONAL ENGINEER

36526

DATE: 7/30/25 DRAWN: SRV
SCALE: HOR. 1"=20', VERT. 1"=5'
FOLDER: DWG/Pro. Engineering
FILENAME: P&P
TAB: 05-P&P
BNDY. CHK: MPS
BASE. CHK: KZT



PLAN & PROFILE
STA: 0+00 TO 3+25

PREPARED FOR:
SHAFFER DEVELOPMENT
1471 LEAR INDUSTRIAL PKWY
AVON, OHIO 44011
PHONE: (440) 934-1119
CONTACT: STEVE SCHAFER

CONTRACT No.

23059

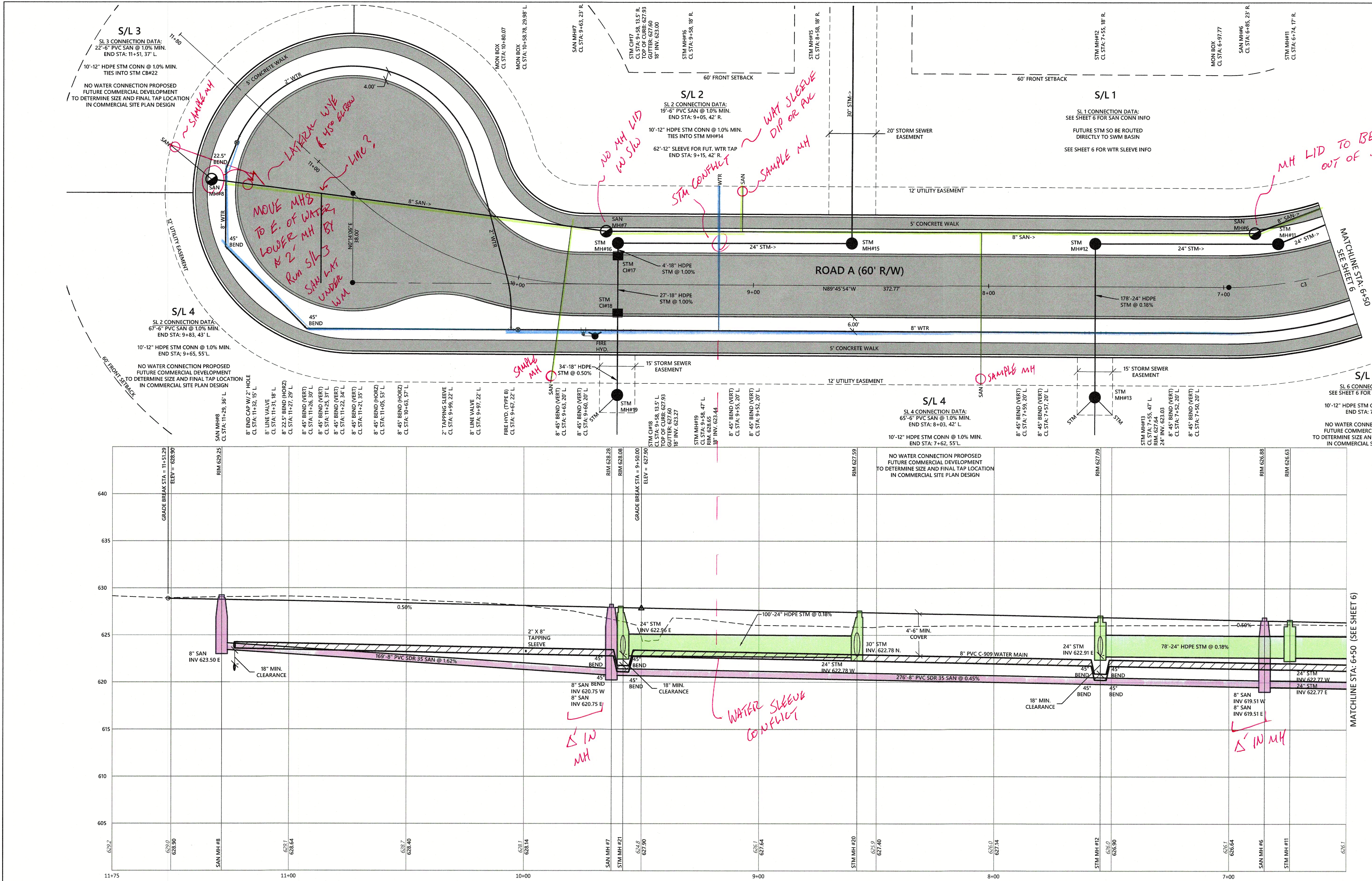
SHEET	OF
05	16



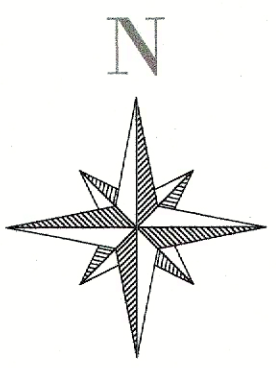
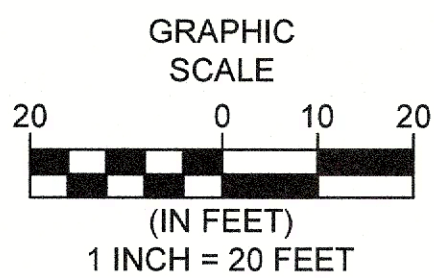
POLARIS ENGINEERING & SURVEYING, INC.
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WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433 (440) 944-3722 (Fax)
www.polarises.com

CHRIST CHURCH
INDUSTRIAL SUBDIVISION

CITY OF AVON LAKE - LORAIN COUNTY - OHIO



REV. No.	DATE	BY	DATE: 7/30/25	DRAWN: SRV
			SCALE: HOR. 1"=20' VERT. 1"=5'	
			FOLDER: DWG/Proj.Engineering	
			FILENAME: P&P	
			TAB: 07-P&P	
			BNDY. CHK: MPS	
			BASE. CHK: KZT	



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C3	183.16'	150.00'	69°57'48"	171.99'	N55°15'12"E
					104.96'

CHRIST CHURCH
INDUSTRIAL SUBDIVISION
CITY OF AVON LAKE - LORAIN COUNTY - OHIO

POLARIS ENGINEERING & SURVEYING, INC.
34600 CHARDON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433 (440) 944-3722 (Fax)
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PREPARED FOR:
SHAFFER DEVELOPMENT
1471 LEAR INDUSTRIAL PKWY
AVON, OHIO 44011
PHONE: (440) 834-1119
CONTACT: STEVE SCHAFER

CONTRACT No.

23059

SHEET	OF
07	16

AN ORDINANCE APPROVING AVON CENTER ESTATES SUBDIVISION NO. 2,
PHASE 6, RIGHTS-OF-WAY VACATIONS AND CONSOLIDATION PLAT.

WHEREAS, Legacy Pointe Ltd. has petitioned the City to vacate portions of rights-of-way on paper streets, Cortland Drive, Lewis Avenue, Knickerbocker Road, and Spruce Avenue in the Avon Center Estates Subdivision 2, and for consolidation of the parcels; and

WHEREAS, Planning Commission did consider said petition at its regular meeting of September 3, 2025, and recommended that said rights-of-way vacations and consolidation plat should be granted; and

WHEREAS, this Council is satisfied that there is good cause for vacating as prayed for and that such will not be detrimental to the general interest, safety, and welfare of the public, and that said rights-of-way vacations and consolidation plat should be granted.

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

Section No. 1: That the rights-of-way on paper streets Cortland Drive, Lewis Avenue, Knickerbocker Road, and Spruce Avenue in the Avon Center Estates Subdivision 2 are hereby vacated.

Section No. 2: That the consolidation of the vacated rights-of-way properties are hereby approved.

Section No. 3: That the Public Works Department of the City is hereby directed to record the vacations and consolidation plat with the Lorain County Recorder.

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

Section No. 5: That this Ordinance shall be in full force and effect from and after the earliest period allowed by law.

PASSED: _____

President of Council

POSTED: _____

Approved

ATTEST: _____
Clerk of Council

Mayor



City of
Avon Lake Ohio

Memo

TO: Members of Planning Commission

FROM: Ted Esborn, Community Development Director

DATE: August 26, 2025

SUBJECT: Vacation and Consolidation for Avon Center Estates

On Friday, August 22, City Engineer Chris Howard confirmed that for the Avon Center Estates Subdivision, all his comments on the vacation and consolidation had been addressed and he recommended approval.

For review and approval, please see the 2-page document identified as “Avon Center Estates Subdivision No. 2 Vacation & Consolidation Plat,” along with the accompanying letter from Jim Sayler dated July 30.

Portions of paper streets Cortland Drive, Lewis Avenue, Knickerbocker Road, and Spruce Avenue are being vacated as part of the overall subdivision plan. Consolidation is shown on the plat.

Potential Motion: 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.

I move to recommend to City Council that the Avon Center Estates Subdivision No. 2 Vacation & Consolidation Plat be approved, finding that the proposed vacation and consolidation have been reviewed and recommended for an approval by the City Engineer.

Or subject to the following conditions

THE HENRY G. REITZ ENGINEERING CO.

Civil Engineers and Surveyors

James T. Sayler, P.E., P.S., *President*
Linda S. Rerko, *Sec.-Treas.*

4214 ROCKY RIVER DRIVE
CLEVELAND, OHIO 44135-1948

TELEPHONE: (216) 251-3033
EMAIL: reitz@reitzeng.com

July 30, 2025

Ms. Kelly LaRosa
Avon Lake Planning & Zoning Manager
150 Avon Belden Road
Avon Lake, OH 44012

Re: Avon Center Estates Subdivision No. 2 Vacation & Consolidation Plat

Dear Ms. LaRosa:

The Plat has been revised in response to the addition of another 40' wide parcel of land being included within the boundary of the consolidation parcel and the 7/16/25 review comments emailed by the City Engineer as described below. The plat has been transmitted via email and the OpenGov.com portal and two sets of full sized hard copies are also being delivered to your office. Please advise if any additional sets of hard copies are required for review.

1. Sublot 128 in the Avon Center Estates Subdivision No. 2 (PPN 04-00-017-112-005) was added to the land being consolidated for the Avon Center Estates Re-subdivision. This was made possible by the transfer of this land from Sweetbriar Management Co. to Legacy Pointe Ltd. This will result in the re-subdivision's water quality basin being located entirely on one parcel of land that will eventually be transferred to its homeowner association. Prior to this transfer, an easement and shared maintenance agreement would have been required since the basin had been proposed to be located on two parcels with different owners.
2. The acreage quoted in the Surveyor's Certificate on sheet 1 and in the Area Table on sheet 2 of the plat were both edited to reflect the addition of new land within the consolidated parcel boundary and to match each other.
3. Sublot 128 was left in the caption under the title on sheet 1 of the plat since this revision added it into the consolidation parcel.
4. A north arrow, graphic scale and basis of bearings was added to the top center of sheet of the plat and the date of the survey appears in the Surveyor's Certificate on sheet 1 as well as the lower right corner of sheets 1 and 2.

Very truly yours,
THE HENRY G. REITZ ENGINEERING CO.

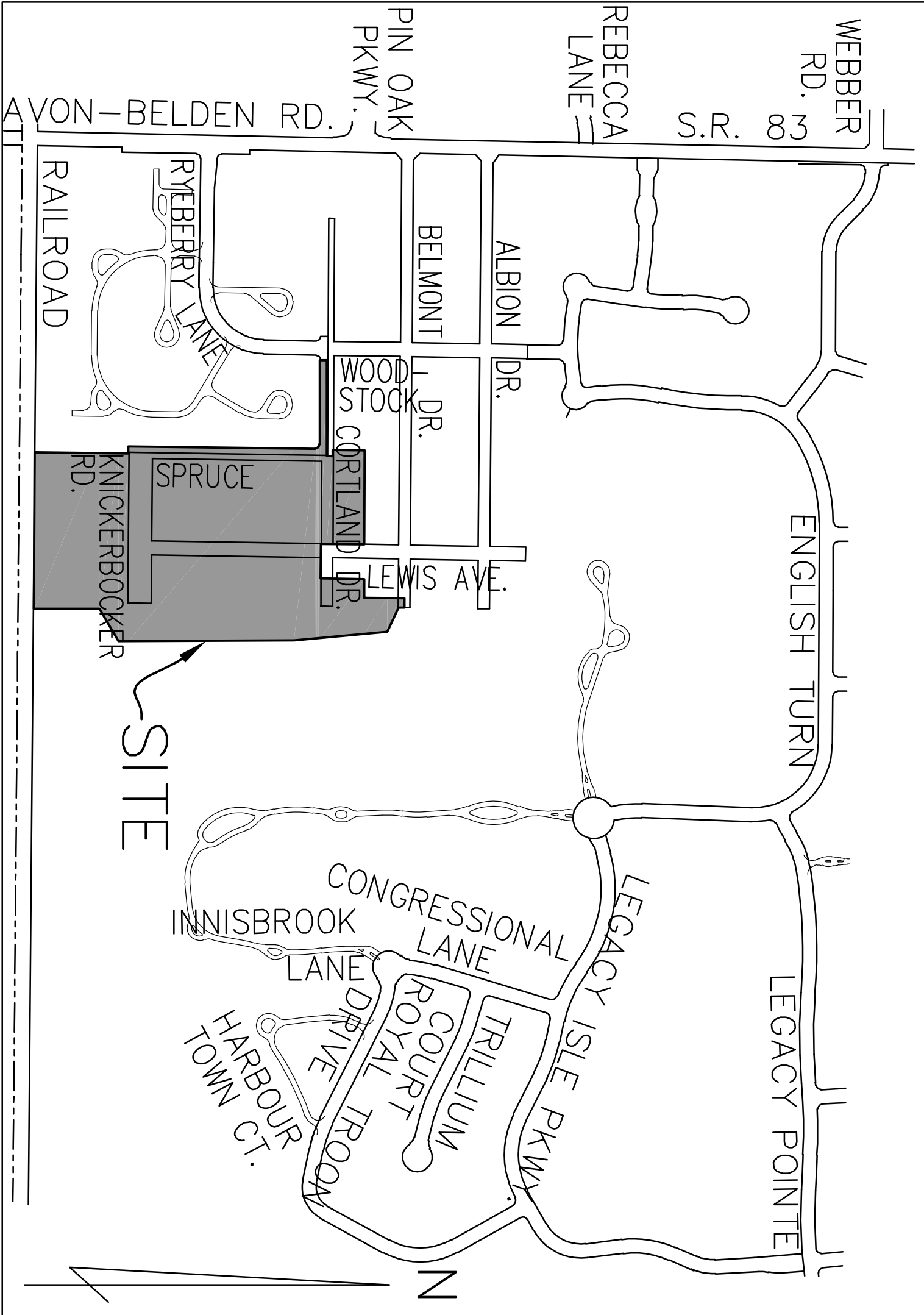
By

James T. Sayler, Vice President

AVON CENTER ESTATES
SUBDIVISION NO. 2
VACATION & CONSOLIDATION PLAT

BEING A PART OF AVON TOWNSHIP SECTION NO. 17 NOW IN THE CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO AND A VACATION OF AN UNIMPROVED PORTION OF LEWIS AVENUE, AN UNIMPROVED PORTION OF CORTLAND DRIVE, ALL OF UNIMPROVED SPRUCE AVENUE AND ALL OF UNIMPROVED KNICKERBOCKER ROAD AS ARE SHOWN IN THE AVON CENTER ESTATES SUBDIVISION NO. 2 AS RECORDED IN VOLUME 12 OF PLATS, PAGE 19 OF LORAIN COUNTY PLAT RECORDS AND A CONSOLIDATION OF THE VACATED RIGHTS OF WAY WITH BLOCK G IN THE WILDBERRY SUBDIVISION NO. 2 AS RECORDED IN VOLUME 76 OF PLATS, PAGE 71 OF LORAIN COUNTY PLAT RECORDS AND WITH BLOCK J IN THE WILDBERRY SUBDIVISION NO. 4 AS RECORDED IN VOLUME 93 OF PLATS, PAGE 13 OF LORAIN COUNTY PLAT RECORDS AND WITH LOT NUMBERS 128 AND 195 THROUGH 204 INCLUSIVE AND 207 THROUGH 283 INCLUSIVE AND BLOCK A IN SAID AVON CENTER ESTATES SUBDIVISION NO. 2.

SITE MAP
1" = 500'



JAMES T. SAYLER, REGISTERED SURVEYOR NO. S-7425

SURVEYOR'S CERTIFICATE
THIS IS TO CERTIFY THAT AT THE REQUEST OF LEGACY POINTE LTD., I HAVE SURVEYED AND PLATTED THE AVON CENTER ESTATES SUBDIVISION NO. 2 VACATION AND CONSOLIDATION PLAT AS SHOWN HEREON AND CONTAINING 25.4183 ACRES IN AVON TOWNSHIP SECTION NO. 17, NOW IN THE CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO.
AT ALL POINTS INDICATED **○** 5/8" ~ 30" LONG CAPPED (REITZ ENG.) IRON PINS WERE SET.
MEASUREMENTS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF. BEARINGS SHOWN ARE ASSUMED AND FOR THE PURPOSE OF DESCRIBING ANGLES ONLY. THE PLAN REPRESENTS A SURVEY IN WHICH THE TRAVERSE OF THE EXTERIOR BOUNDARIES OF THE TRACT AND OF EACH BLOCK WHEN COMPUTED FROM FIELD MEASUREMENTS OF THE GROUND CLOSED WITHIN A LIMIT OF ERROR OF ONE (1) FOOT TO TEN THOUSAND (10,000) FEET OF THE PERIMETER BEFORE BALANCING THE SURVEY. THE SURVEY MEETS THE MINIMUM STANDARDS FOR LAND SURVEYS, IN SECTION 4733-37 OF THE OHIO ADMINISTRATIVE CODE AND ADJACENT PROPERTY DESCRIPTIONS HAVE BEEN CONSIDERED IN PERFORMING THIS SURVEY. ALL OF WHICH I CERTIFY TO BE CORRECT.
JUNE, 2025

OWNERS CERTIFICATE
WE, THE UNDERSIGNED OWNERS OF THE LOTS SHOWN TO BE CONSOLIDATED ON THIS PLAT AND SURVEY, DO HEREBY ASSENT TO AND ADOPT THIS SUBDIVISION OF THE SAME, ACKNOWLEDGE THAT THE SAME WAS AT OUR REQUEST AND AUTHORIZE ITS RECORDING.

LEGACY POINTE LTD.
420 AVON BELDEN ROAD
AVON LAKE, OHIO 44012

BARRY J. EDELSTEIN, AUTHORIZED SIGNATORY

ENGINEER'S CERTIFICATE
THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS AVON CENTER ESTATES SUBD. #2 VACATION AND CONSOLIDATION PLAT AS SHOWN HEREIN AND FIND THE BOUNDARIES OF THE VACATED LANDS TO BE SUFFICIENTLY DEFINED.

DATE _____
AVON LAKE CITY ENGINEER
CHRISTOPHER L. HOWARD, P.E.

CITY COUNCIL
THIS IS TO CERTIFY THAT THIS AVON CENTER ESTATES SUBD. #2 VACATION AND CONSOLIDATION PLAT AS SHOWN HEREIN HAS BEEN APPROVED FOR VACATION BY THE COUNCIL OF THE CITY OF AVON LAKE, LORAIN COUNTY, OHIO BY ORDINANCE NO. _____ PASSED THE _____ DAY OF _____ 20____.

MAYOR _____
CLERK OF COUNCIL
MARK A. SPAETZEL
VALERIE ROSMARIN

LAW DIRECTOR
THIS IS TO CERTIFY THAT I HAVE EXAMINED THIS AVON CENTER ESTATES SUBD. #2 VACATION AND CONSOLIDATION PLAT AS SHOWN HEREIN AND FIND THE SAME TO BE PREPARED IN ACCORDANCE WITH THE CODIFIED ORDINANCES OF THE CITY OF AVON LAKE.

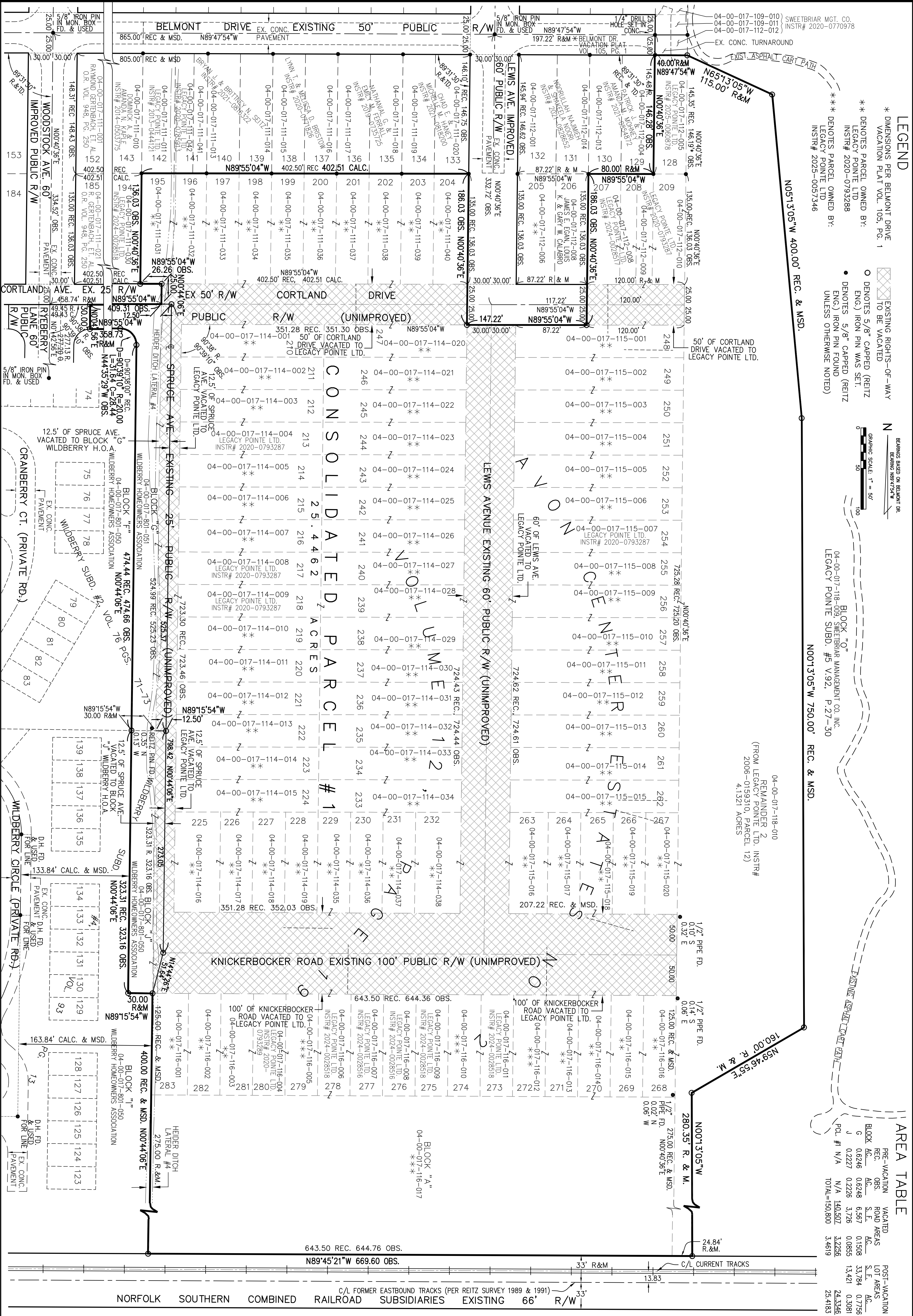
AVON LAKE LAW DIRECTOR
GARY A. EBERT

LORAIN COUNTY RECORDER	LORAIN COUNTY AUDITOR
------------------------	-----------------------

AVON CENTER ESTATES
SUBDIVISION NO. 2
VACATION & CONSOLIDATION PLAT

THE HENRY G. REITZ
ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE, CLEVELAND, OH, 44135
PHONE: (216) 251-3033, REITZ@REITZENG.COM

REVISIONS	
7/30/2025	ADDED S/L 128 & REV. PER CITY ENGINEER REVIEW



LEGEND

* DIMENSIONS PER BELMONT DRIVE VACATION PLAT VOL. 105, PG. 1

** DENOTES PARCEL OWNED BY: LEGACY POINTE LTD INSTR# 2020-0793288

• DENOTES PARCEL OWNED BY: LEGACY POINTE LTD INSTR# 2023-0037346

EXISTING RIGHTS-OF-WAY TO BE VACATED

○ DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN WAS SET.

● DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN FOUND UNLESS OTHERWISE NOTED)

AREA TABLE

PRE-VACATION REC. OBS.	VACATED ROAD AREAS	POST-VACATION LOT AREAS
BLOCK "G" 0.6246 AC.	6.567 AC.	33.784 AC.
BLOCK "J" 0.2227 AC.	3.726 AC.	13.421 AC.
BLOCK "N/A" N/A	160.507 AC.	24.3346 AC.
TOTAL=150.800	3.4619	25.4183

REVISIONS

DATE	DESCRIPTION
7/30/2025	ADDED S/L 128 & REV. PER CITY ENGINEER REVIEW

2

2

JUNE 2025

THE HENRY G. REITZ ENGINEERING COMPANY

4214 ROCKY RIVER DRIVE, CLEVELAND, OH, 44135

PHONE: (216) 251-3033, REITZ@REITZENG.COM

AVON CENTER ESTATES SUBDIVISION NO. 2

VACATION & CONSOLIDATION PLAT

AN ORDINANCE APPROVING THE IMPROVEMENT PLAN FOR AVON CENTER ESTATES NO. 2, PHASE 6, AND DECLARING AN EMERGENCY.

WHEREAS, Planning Commission has, at its meeting of September 3, 2025, approved the Improvement Plan for Avon Center Estates No. 2, Phase 6.

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

Section No. 1: That the Improvement Plan for Avon Center Estates No. 2, Phase 6, consisting of 48 single-family lots, located in the southwest quadrant of the City, within the R-1A, R-1B, and Legacy Pointe Planned Unit Development (PUD) Zoning Districts, as submitted to and approved by Planning Commission, contingent upon the final review and approval by the City Engineer and the renaming of “Turnberry Court” to avoid confusion with Turnberry Lane, Avon Lake Regional Water, and Zoning, as required by the Planning & Zoning Code, and referred to this Council, be and it is hereby approved.

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

Section No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity to allow construction to move forward and permit the City to begin collecting property taxes as soon as possible to further the economic stability of the City, thus for the public health, safety, and welfare. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

1st reading:

2nd reading:

3rd reading:

PASSED: _____

Council President

POSTED: _____

Approved

ATTEST: _____

Clerk of Council

Mayor



AVON CENTER ESTATES NO. 2 PHASE 6- IMPROVEMENT PLAN

Report

To: Planning Commission

From: Kelly La Rosa, Planning and Zoning Manager

Date: August 27, 2025

Re: Case No. CPC-25-13, Legacy Pointe Ltd, Major Subdivision Improvement Plan Approval for Avon Center Estates No. 2, Phase 6, located in the southwest quadrant of Avon Lake.

PROJECT OVERVIEW

This report summarizes the submittal for the Avon Center Estates No. 2, Phase 6 Improvement Plan, submitted by Legacy Pointe, Ltd. The Improvement Plan presents the detailed engineering and construction drawings necessary to complete the subdivision infrastructure, including public streets, water, sanitary utilities, and stormwater management facilities. Approval of the Improvement Plan is required before Final Plat consideration and ensures that all subdivision improvements conform to the standards of the Avon Lake Planning and Zoning Code, the City's engineering standards, and applicable building codes. The design follows the lot and street arrangement established by the approved Preliminary Plat and provides the framework for 48 single-family lots within 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-25-13
Avon Center Estates No. 2, Phase 6
Improvement Plan
August 27, 2025
Page 2 of 4

PROJECT DESCRIPTION

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

Engineer: Jim Sayler, PE, PS, Pres., Henry G. Rietz Engineering Co., 4214 Rocky River Drive, Cleveland, Ohio 44135.

Location: Southwest quadrant of Avon Lake, generally bound 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: On June 3, 2025, the Planning Commission recommended approval of the Preliminary Plat to the City Council. This action builds upon the previously approved 1998 General Development Plan and revises a preliminary plat submittal originally filed in 2020 but delayed due to market conditions.

Zoning: Combination of R-1B, R-1A, and Legacy Pointe pre-2022 Planned Unit Development (PUD, pre-2022 code).

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

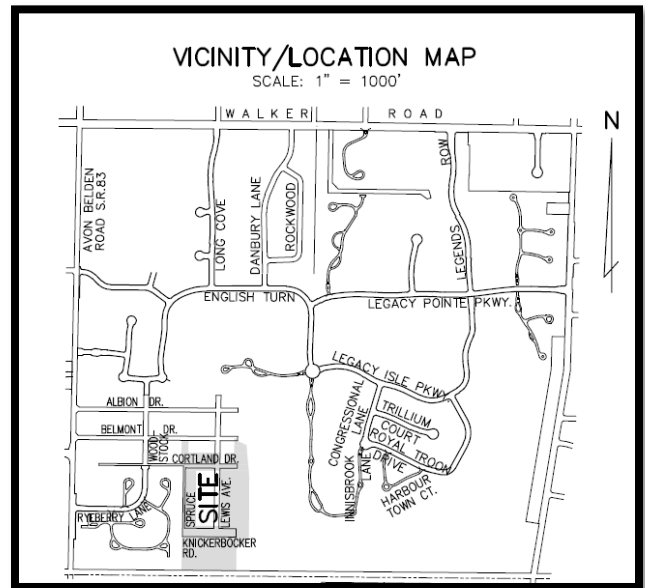


Figure 2: Vicinity Map



Figure 3: Excerpt from Avon Lake Zoning Map

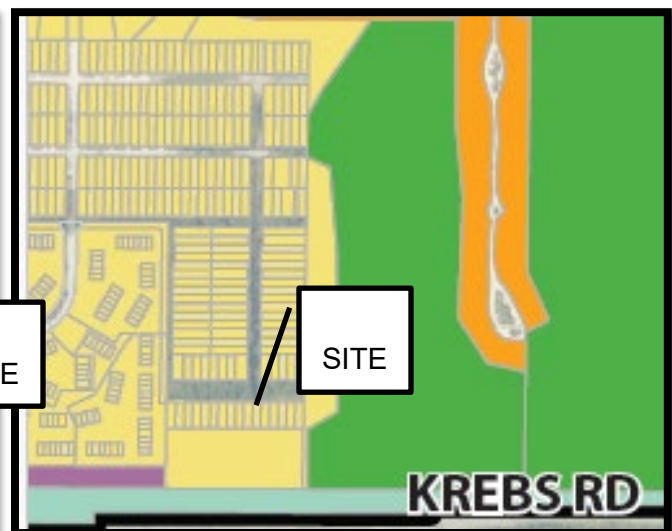


Figure 4: Excerpt from Comprehensive Plan



Planning Commission
Case No. CPC-25-13
Avon Center Estates No. 2, Phase 6
Improvement Plan
August 27, 2025
Page 3 of 4

APPLICABLE CODE SECTIONS

Section 1214.05 - Major Subdivision: Establishes procedures and standards for approval of subdivision improvement plans.

Section 1238 - Subdivision Design Standards: Governs street construction, utilities, sidewalks, drainage, landscaping, and connectivity.

PROJECT ANALYSIS

This set of improvement plans represents the construction drawings necessary to install the street improvements that must be completed before approval of the Final Plat for Avon Center Estates No. 2 Phase 6 Re-subdivision. The plans follow the street and lot arrangement shown on the Preliminary Plat, which was approved by the Planning Commission and City Council.

Concurrent Applications

In addition to this Improvement Plan, the applicant has submitted a vacation request that is being processed concurrently. Following approval by the Planning Commission and the City Council, it will be recorded at the County to formally vacate the obsolete right-of-way network. The improvement plan and vacation plat together establish the updated subdivision design and infrastructure plan.

SUSTAINABILITY CONSIDERATIONS

The Improvement Plan incorporates sustainability measures in compliance with Avon Lake's stormwater management and water quality standards. Stormwater retention basins are designed to reduce runoff, control flooding, and minimize erosion, while enhanced infiltration practices promote natural groundwater recharge. During construction, sediment and waste management strategies will be implemented to limit environmental impacts, and post-construction water quality features within the retention basins will provide long-term treatment of stormwater. Collectively, these measures support ecosystem health, improve resilience to storm events, and ensure the subdivision meets the City's environmental performance requirements.

DEVELOPMENT REVIEW COMMITTEE

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

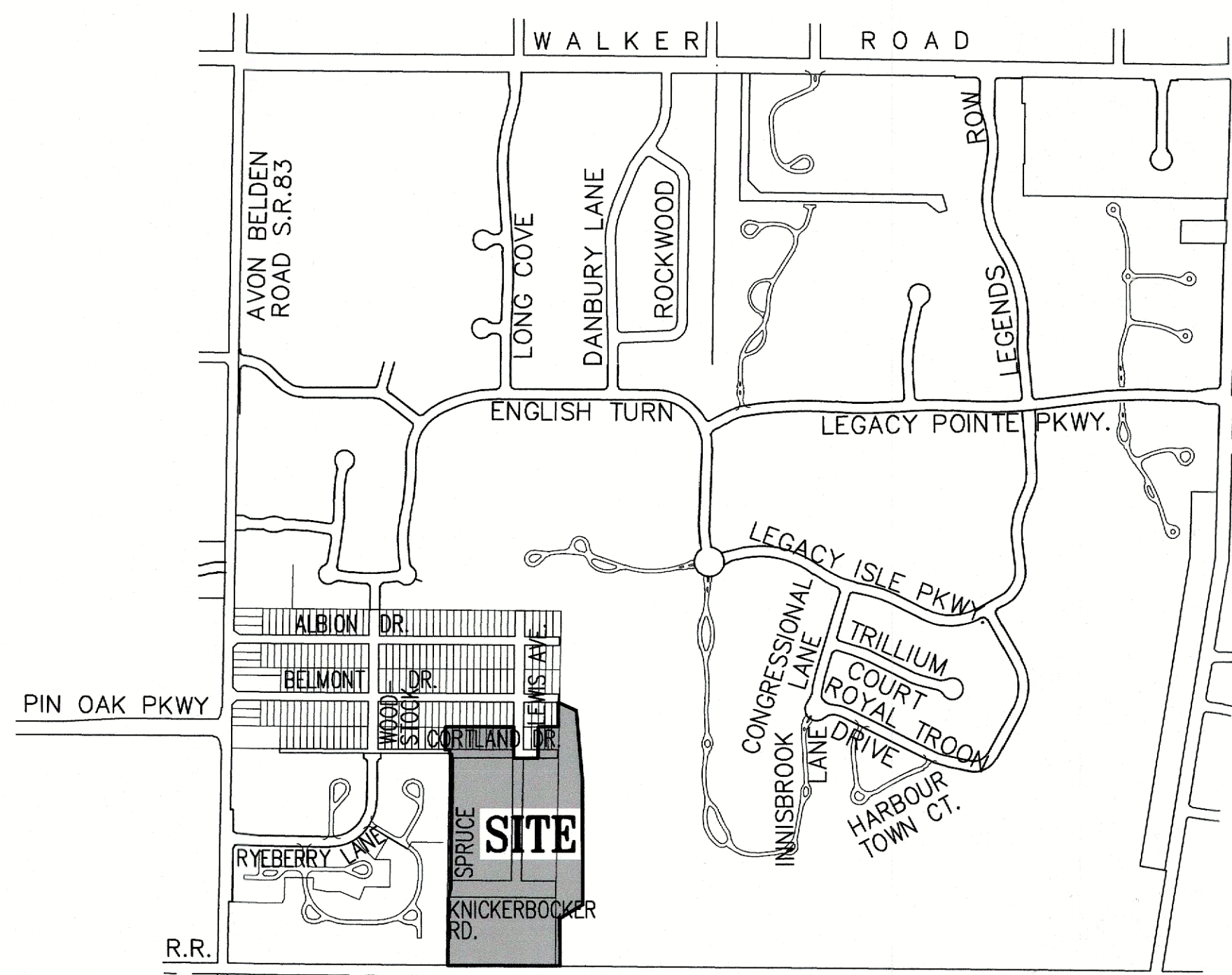
REVIEW AND RECOMMENDATION BY THE COMMISSION

Review Criteria – Section 1214.05



IMPROVEMENT PLANS
FOR SUBLOT NOS. 294-331
IN THE
AVON CENTER ESTATES
SUBDIVISION NO. 2 PHASE 6

BEING PART OF
ORIGINAL AVON TOWNSHIP SECTION NO. 17
WITHIN THE PROPOSED AVON CENTER ESTATES SUBD. #2 VACATION AND COLSOLIDATION PLAT LAND
CITY OF AVON LAKE, COUNTY OF LORAIN, STATE OF OHIO
O.U.P.S.# A-519-503-230



UTILITIES

THE FOLLOWING IS BELIEVED
TO BE THE LIST OF UTILITY
COMPANIES PROVIDING
SERVICE TO PROJECT AREA

CITY OF AVON LAKE
STORMWATER
150 AVON BELDEN RD.
AVON LAKE, OHIO 44012

AVON LAKE REGIONAL WATER
SAN. SEWERS & WATER MAINS
201 MILLER ROAD
AVON LAKE, OHIO 44012

FIRST ENERGY
6896 MILLER ROAD
BRECKSVILLE, OHIO 44141

COLUMBIA GAS CO
7080 FRY RD.
MIDDLEBURG HTS, OH 44130

BRIGHTSPEED
F.K.A. CENTURYLINK
1730 W. 19TH. ST.
LORAIN, OHIO 44052

SPECTRUM
F.K.A. CHARTER COMM.
576 TERNES AVE.
ELYRIA, OHIO 44035

BREEZELINE
F.K.A. WIDE OPEN WEST
105 BLAZE IND. PKWY
BEREA, OHIO 44017

AVON LAKE REGIONAL WATER APPROVAL

THIS IS TO CERTIFY THAT THE POTABLE WATER AND SANITARY SEWER IMPROVEMENT PLANS
FOR INFRASTRUCTURE HEREIN ARE HEREBY APPROVED BY:

JAROD LARSON, P.E., CESSWI
PROFESSIONAL ENGINEER

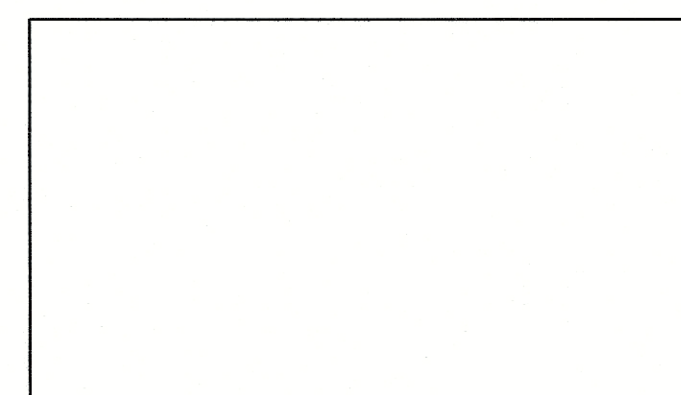
DATE

WATER P.T.I.

SANITARY P.T.I.

CITY APPROVALS:

THIS IS TO CERTIFY THAT THE PLANS HEREIN
ARE HEREBY APPROVED BY: CITY ENGINEER,
CHRISTOPHER L. HOWARD, P.E.



BENCHMARK DATUM:

ALL TOPOGRAPHIC INFORMATION (INCLUDING
BENCHMARKS) SHOWN ON THESE PLANS IS BASED
ON THE APRIL 13, 1999 AERIAL PHOTOGRAMMETRY
PROVIDED BY AEROCON. TO CONVERT TO NAVD88
DATUM SUBTRACT 0.56' FROM ELEVATIONS SHOWN
ON THESE PLANS.

FEMA FLOOD DATA:

ALL FEMA FLOOD DATA TAKEN FROM 7/31/2018
LDC INC. H&H STUDY FOR L.O.M.R. 18-05-3982,
EFFECTIVE DATE 6/26/2019 WITH ELEVATIONS
ADJUSTED FROM NAVD88 DATUM TO LEGACY
DATUM ACCORDING TO CONVERSION ABOVE.

DEVELOPER:

KOPF CONSTRUCTION
420 AVON-BELDEN ROAD
AVON LAKE, OHIO 44012
(440) 933-6908

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REVISE & RESUBMIT

JAL CYCLE
REVIEW
7/28/25

CONSTRUCTION NOTES:

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF AVON LAKE STANDARDS AND AVON LAKE REGIONAL WATER (ALRW) ANY REFERENCE TO AN ODOT STANDARD AS SPECIFICALLY SHOWN HEREON REFERS TO THE LATEST EDITION OF "STATE OF OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIALS SPECIFICATIONS", INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS.
- CONTRACTOR SHALL FIELD VERIFY DIMENSIONS AND ELEVATIONS AS NOTED ON THE DRAWINGS. STAKING SHALL INCLUDE, BUT NOT BE LIMITED TO, CENTERLINE OF PAVEMENT, MONUMENT BOXES, STORM MANHOLES, STORM TEES, SANITARY MANHOLES, SANITARY WYES, WATER MAINS, WATER CORPORATIONS, HYDRANTS, ALL VALVES, ALL LONG SIDE LATERALS AT THE RIGHT-OF-WAY LINE, ALL LATERALS IN CURVED STREET AREAS AT THE RIGHT-OF-WAY LINES AND ALL LATERALS IN THE CUL-DE-SAC AREA. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY OF ANY INCONSISTENCIES BETWEEN THE DRAWINGS AND THE FIELD MEASUREMENTS.
- PRIOR TO EXCAVATION, THE CONTRACTOR SHALL CONTACT O.U.P.S. TO DETERMINE THE LOCATION OF ANY EXISTING UNDERGROUND UTILITIES NOT INDICATED ON THE PRINTS. IF UNCHARTED UTILITIES ARE ENCOUNTERED, THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY.
- ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN AND STORM WATER CONNECTIONS TO THE SANITARY SEWER SYSTEM ARE PROHIBITED.
- THE STORM SEWER 6" HOUSE CONNECTIONS SHALL BE P.V.C. ASTM D-3034, SDR-35 WITH D-3212 JOINTS. (SAME FOR 6" REAR YARD INLET LATERALS.)
- SANITARY SEWERS & SANITARY SEWER HOUSE CONNECTIONS SHALL BE P.V.C. PER ASTM D-3034, SDR-35 WITH D-3212 JOINTS. MIN. DIA. FOR THE PIPE SHALL BE 6". HYDROSTATIC TESTING TO MEET AVON LAKE REGIONAL WATER STANDARDS & MEET OR EXCEED ASTM C-969.
- ALL SANITARY SEWER PIPE SHALL BE GIVEN A LOW PRESSURE AIR TEST AS SOON AS POSSIBLE AFTER COMPLETION ACCORDING TO THE PROCEDURES OF ASTM F1417-92. THE TEST SHALL CONSIST OF THE PIPING HOLDING A 3.5 PSIG. AIR PRESSURE FOR A PERIOD OF FIVE (5) MINUTES. AFTER THE AIR TEST IS COMPLETE, AN EXFILTRATION TEST SHALL BE PERFORMED. THE MAXIMUM DISTANCE FOR EXFILTRATION TESTING SHALL BE 900 FEET. THE SEWERS AND MANHOLES SHALL BE FILLED WITH WATER TO A MINIMUM OF TWO (2) FEET BELOW THE TOP OF THE UPSTREAM MANHOLE. THE SANITARY SEWER AND ALL MANHOLES SHALL SOAK FOR A PERIOD OF 8 HOURS MINIMUM AND THE WATER LEVEL SHALL REMAIN AT A CONSTANT HEIGHT. ANY OBSERVED FLUCTUATIONS (UP/DOWN) DUE TO AIR POCKETS SHALL VOID THE TEST TIME AND THE TEST SHALL BE RESTARTED. THE EXFILTRATION WILL BE MEASURED BY DETERMINING THE AMOUNT OF WATER REQUIRED TO MAINTAIN THE INITIAL WATER ELEVATION FOR FOUR (4) HOURS FROM THE START OF THE TEST. THE MAXIMUM ALLOWABLE LEAKAGE OUTWARD (EXFILTRATION) FOR ANY SANITARY SEWER SECTION TESTED IS 100 GALLONS PER INCH OF DIAMETER PER MILE OF PIPE PER 24 HOURS. AN ESTIMATE OF GROUND WATER ELEVATION IN THE SEWER TRENCH IS TO BE DETERMINED AND THE AIR TEST ADJUSTED ACCORDINGLY. SANITARY SEWER AND MANHOLES SHALL BE CLEANED PRIOR TO MANDREL TEST AND FLUSHED WITH A SEWER JET PRIOR TO BEING TELEVIEWED. THE CAMERA SHALL BE OF THE PAN-N-TILT TYPE AND TELEVIEWING SHALL INCLUDE VIEWING UP ALL HOUSE LATERALS WITH AUDIO NARRATIVE CALLING OUT ALL STOPPED LOCATIONS OR DEFECTS OBSERVED. THE REQUIRED MANDREL SIZE FOR 8" SANITARY SEWER DEFLECTION TESTING SHALL BE 7.28". IT HAS ALWAYS BEEN THE CITY'S INTENT TO ALLOW A MAXIMUM OF 5% DEFLECTION IN NEW SANITARY SEWER AND ACCORDING TO A.S.T.M. STANDARDS FOR 8" P.V.C. (3034 SDR-35) PIPE, THAT WOULD REQUIRE THE 7.28" MANDREL. ALRW HAS A MANDREL IN THAT SIZE AND IT SHALL BE USED IN ALL TESTING. THE TEST SHALL BE PERFORMED WITHOUT MECHANICAL PULLING DEVICES.
- ALL FLEXIBLE (P.V.C.) SANITARY SEWER PIPE SHALL BE DEFLECTION TESTED NOT LESS THAN 30 DAYS AFTER FINAL FULL BACKFILL HAS BEEN PLACED AND ALL PAVEMENT INSTALLED. THE DEFLECTION TEST SHALL BE RUN BY THE USE OF A MANDREL SUPPLIED BY ALRW PER "RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES" SECTION 33.85(c).
- NO BUILDINGS OR TREES TO BE INSTALLED IN EASEMENTS. CITY TO BE HELD FREE FROM REPAIR OF ANYTHING PLACED IN THE EASEMENT, EXCEPT GRASS.
- ALL HOUSE CONNECTION TRENCHES TO HAVE A 4 FOOT COMPACTED CLAY DAM EXTENDED TO THE FULL DEPTH AND WIDTH OF THE TRENCH AND PLACED AS SHOWN ON TYPICAL PAVEMENT SECTION.
- ELECTRIC CROSS-OVER CONDUITS SHALL BE 60 FEET MINIMUM LENGTH.
- NO GAS COMPANY, ELECTRIC COMPANY OR TELEPHONE COMPANY TRENCHING SHALL BE DONE WITHOUT CITY INSPECTORS PRESENT. MINIMUM 2.5' OUT-TO-OUT CLEARANCE TO WATER MAINS TO BE PROVIDED.
- THE PLANS FOR THE LOCATION OF GAS, ELECTRIC AND CABLE PRIVATE UTILITY INSTALLATIONS SHALL BE SUBMITTED TO CITY OF AVON LAKE PUBLIC WORKS DEPARTMENT (ALPW) AND ALRW FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. CONTACT ALRW AND/OR ALPW TO SCHEDULE ALPW-SITE INSPECTION WHEN ANY PRIVATE UTILITIES ARE INSTALLED WITHIN FIVE (5) FEET OF THE PUBLIC UTILITIES.
- A MINIMUM OF 35 PSIG. WATER SERVICE PRESSURE SHALL BE MAINTAINED TO THE CURB STOP DURING NORMAL OPERATING CONDITIONS.
- BOOSTER PUMPS ARE NOT PERMITTED ON WATER SERVICE CONNECTIONS BY ALRW.
- FULL SET OF AS BUILT PLANS IN PDF AND AUTOCAD FORMAT FILES SHALL BE REQUIRED FOR ALL SUBDIVISION IMPROVEMENTS.
- ANY WATER SERVICE CURB STOPS, METER VAULTS, SAN. SEWER CLEANOUTS OR FIRE HYDRANTS FOUND TO BE IN CONFLICT WITH A PROPOSED DRIVEWAY OR SIDEWALK LOCATION WILL BE REMOVED AND REINSTALLED. THE DEVELOPER SHALL BE RESPONSIBLE FOR ALL RELOCATION COSTS.
- A MINIMUM 10 FOOT HORIZONTAL SEPARATION (MEASURED OUT-TO-OUT) CLEAR BETWEEN THE PROPOSED WATER LINE AND THE STORM SEWER SHALL BE MAINTAINED.
- A MINIMUM 10 FOOT HORIZONTAL SEPARATION (MEASURED OUT-TO-OUT) CLEAR BETWEEN THE PROPOSED WATER LINE AND THE SANITARY SEWER SHALL BE MAINTAINED.
- A MINIMUM 18" VERTICAL CLEARANCE (MEASURED OUT-TO-OUT) CLEAR BETWEEN THE PROPOSED WATER LINE AND THE STORM SEWER SHALL BE MAINTAINED.
- A MINIMUM 18" VERTICAL CLEARANCE (MEASURED OUT-TO-OUT) CLEAR BETWEEN THE PROPOSED WATER LINE AND THE SANITARY SEWER SHALL BE MAINTAINED.
- WATER MAINS AND SANITARY SEWER LINES OR FORCE MAINS SHALL BE SEPARATED BY MINIMUM CLEAR VERTICAL DISTANCE OF 18" AND HORIZONTAL DISTANCE OF 10'-0". WHEN THE ABOVE CAN NOT BE MAINTAINED, SEWER LINE SHALL BE CONCRETE ENCASED OR ENCLOSED WITHIN CLASS 52 D.I.P. FOR A DISTANCE OF 10'-0" EACH WAY FROM WATER LINE IF APPROVED BY ALRW.
- R.C.P. STORM SEWER MAINLINE PIPE SHALL MEET ODOT CMS 706.02 WITH MIN. 1' COVER: 12" & 15" R.C.P. STORM SEWER SHALL BE ASTM C-76 MINIMUM CLASS IV 18", 21" & 24" R.C.P. STORM SEWER SHALL BE ASTM C-76 MINIMUM CLASS III 27" & LARGER R.C.P. STORM SEWER SHALL BE ASTM C-76 MINIMUM, CLASS I.
- H.D.P.E. STORM SEWER MAINLINE PIPE SHALL MEET ODOT CMS 707.33 WITH MINIMUM 1' COVER. DE-FLATION TESTING SHALL BE PERFORMED ON ALL FLEXIBLE PIPE USED FOR THE MAINLINE SEWER. TESTING SHALL BE PERFORMED WITH A MANDREL OR OTHER MEANS ACCEPTABLE TO THE ENGINEER. THE MANDREL SHALL BE SIZED FOR 95% OF THE AVERAGE INSIDE DIAMETER OF THE CONDUIT. DEFLECTION TESTING SHALL TAKE PLACE NO SOONER THAN 30 DAYS AFTER INSTALLATION OF THE CONDUIT. ALL SECTION(S) WHICH FAIL SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE CITY.
- TELEVIEWING OF THE MAINLINE STORM SEWER SHALL BE DONE PRIOR TO PAVEMENT RESTORATION. THE SEWER SHALL BE HYDRAULICALLY CLEANED AND INLET BASINS CLEANED AS NECESSARY TO REMOVE ALL DEBRIS. THE SEWER SHALL BE TELEVIEWED USING A COLOR CAMERA WITH AN ON-SCREEN ELECTRONIC FOOTAGE COUNTER. THE CONTRACTOR SHALL PROVIDE A VIDEO FILE VIA HYPERLINK OR FLASH DRIVE, ALONG WITH A WRITTEN REPORT TO THE ENGINEER FOR REVIEW.
- IF ANY PART OF THE STORM SEWER FAILS TO PASS THE ABOVE TESTING PROCEDURES, THE CONTRACTOR SHALL REPAIR OR REPLACE ALL DEFECTIVE MATERIALS &/OR WORKMANSHIP AND THEN RE-TEST THE INSTALLATION FOR COMPLIANCE WITH THESE TESTING PROCEDURES AT HIS OWN COST.
- WATER CURB STOPS, METER VAULTS AND/OR SANITARY CLEANOUTS SHALL NOT BE PLACED IN SIDEWALK, DRIVEWAY OR STREET PAVEMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR RELOCATION OUTSIDE OF PAVEMENT LIMITS.

CITY OF AVON LAKE, AVON LAKE REGIONAL WATER, ANSI/AWWA, TEN STATE STANDARDS AND OHIO EPA DESIGN STANDARDS SHALL GOVERN OVER OHIO DEPARTMENT OF TRANSPORTATION SPECIFICATIONS WHEN IN CONFLICT.

Distribution System Improvements (Potable Water)

Self Certification to Ohio EPA

PWSID: 4700911

These plans are approved for construction based upon the contract agreement between Avon Lake Regional Water and the Director of the Ohio EPA dated 03/22/16. And I hereby certify that the plans meet the requirements set forth in the Ohio Revised Code chapter 6109.07, Construction, Installation or Change of Public Water System and the Ohio Administrative Code Chapter 3745-91, Plans Approval. And are in conformance with the General Plan submitted as agreed to in said contract.

Date:

Jarod Larson, P.E., CESSWI
Professional Engineer

☐ APPROVED



SANITARY SEWER EXTENSIONS (Sewage Systems)

Self Certification to Ohio EPA

State of Ohio Permit No: 070013981

State NPDES Permit No: 3P0000034KD

These plans are approved based upon the contract agreement between Avon Lake Regional Water and the Director of the Ohio EPA dated 03/22/16. And I hereby certify that the plans meet the requirements set forth in the Ohio Revised Code chapter 6111.14, Construction, Installation or Change of Public Water System and the Ohio Administrative Code Chapter 3745-42, Plans Approval. And are in conformance with the General Plan submitted as agreed to in said contract. CONSTRUCTION CANNOT BEGIN UNTIL A PTI IS ISSUED BY THE Director of the Ohio EPA.

Date:

Jarod Larson, P.E., CESSWI
Professional Engineer

☐ APPROVED



AS-BUILT CERTIFICATION

ALL UTILITIES, PAVEMENT AND OTHER WORK ON THIS
PROJECT HAVE BEEN COMPLETED IN CONFORMITY TO
THE PLANS APPROVED BY THE CITY OF AVON LAKE
PLANNING COMMISSION ON

THE HENRY G. REITZ ENGINEERING CO.

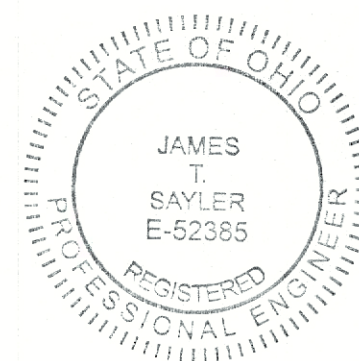
DATE

THE HENRY G. REITZ ENGINEERING CO.

BY:

, PRES.

DATE: 7/23/25

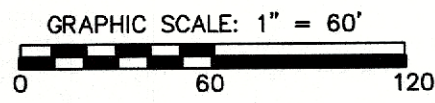


REVISIONS

AVON CENTER ESTATES
SUBDIVISION NO. 2 PH. 6
IMPROVEMENT PLANS

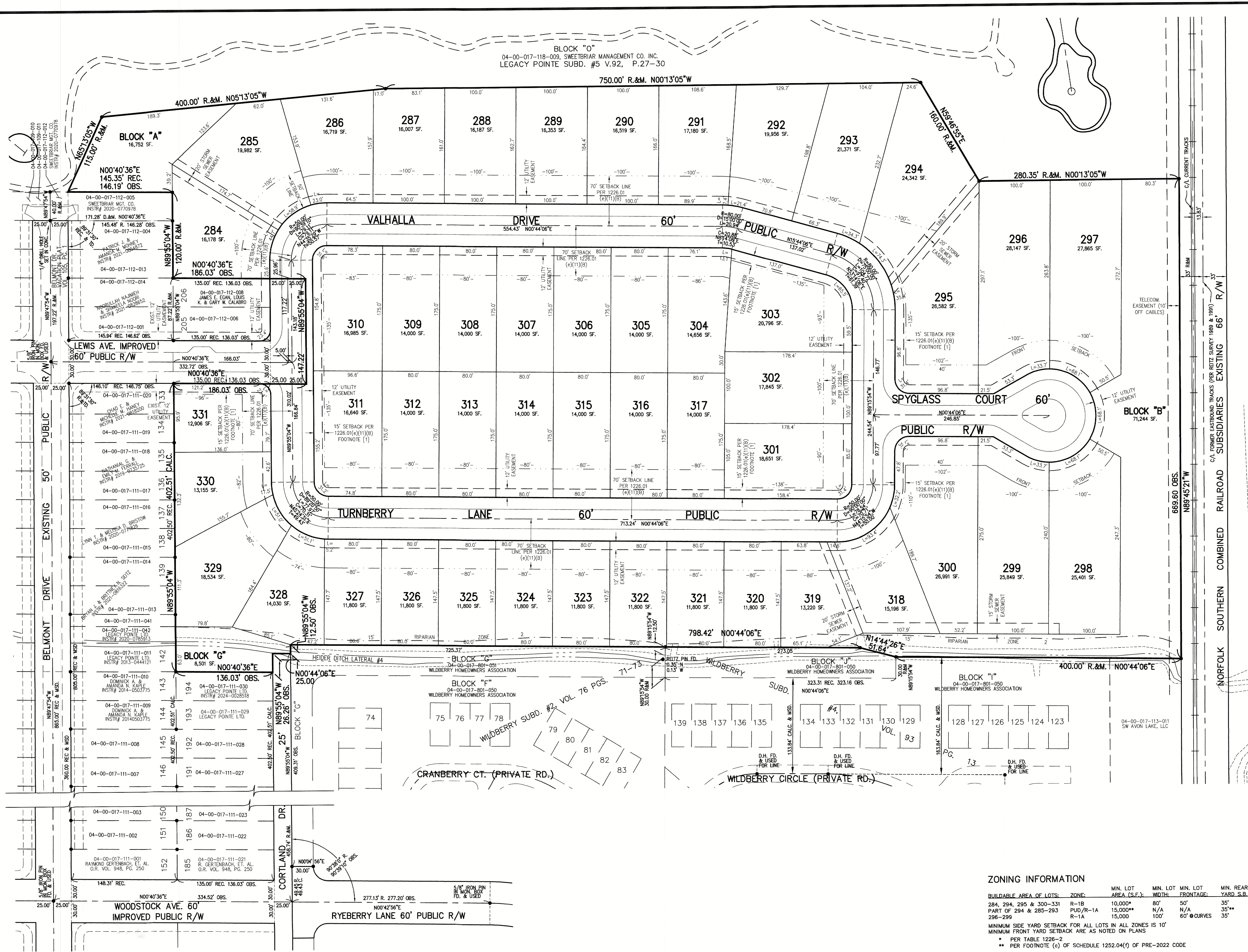
THE HENRY G. REITZ
ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE, CLEVELAND, OH. 44135
PHONE: (216) 251-3033, REITZ@REITZENG.COM

1 24 JULY 2024



LEGEND

- DENOTES 5/8" CAPPED (REITZ ENG.) IRON PIN FOUND UNLESS OTHERWISE NOTED)



ZONING INFORMATION

BUILDABLE AREA OF LOTS:	ZONE:	MIN. LOT AREA (S.F.):	MIN. LOT WIDTH:	MIN. LOT FRONTAGE:	MIN. REAR YARD S.B.
284, 294, 295 & 300-331	R-1B	10,000**	80'	50'	35'
PART OF 294 & 285-293	R-1A	15,000**	N/A	N/A	35'
296-299	R-1A	15,000	100'	60' @ CURVES	35'

MINIMUM SIDE YARD SETBACK FOR ALL LOTS IN ALL ZONES IS 10'
MINIMUM FRONT YARD SETBACK ARE AS NOTED ON PLANS

* PER TABLE 1226-2
** PER FOOTNOTE (c) OF SCHEDULE 1252.04(f) OF PRE-2022 CODE

REVISIONS

224

JUNE 2025

THE HENRY G. REITZ
ENGINEERING COMPANY

4214 ROCKY RIVER DRIVE, CLEVELAND, OH, 44135
PHONE: (216) 251-3033, REITZ@REITZENG.COM

AVON CENTER ESTATES
SUBDIVISION NO. 2 PH. 6
LAYOUT PLAN

LEGEND

7
629.7

EXISTING ELEVATION
PROPOSED ELEVATION

DIRECTION OF SURFACE FLOW

STORM MANHOLE
SANITARY MANHOLE
WATERLINE, VALVE & BOX
HYDRANT ASSEMBLY
STORM INLET (AT BACK OF CURB)
REAR YARD DRAINS (TO BE INSTALLED AT TIME OF UNDERGROUND IMPROVEMENTS)

SETBACK LINES

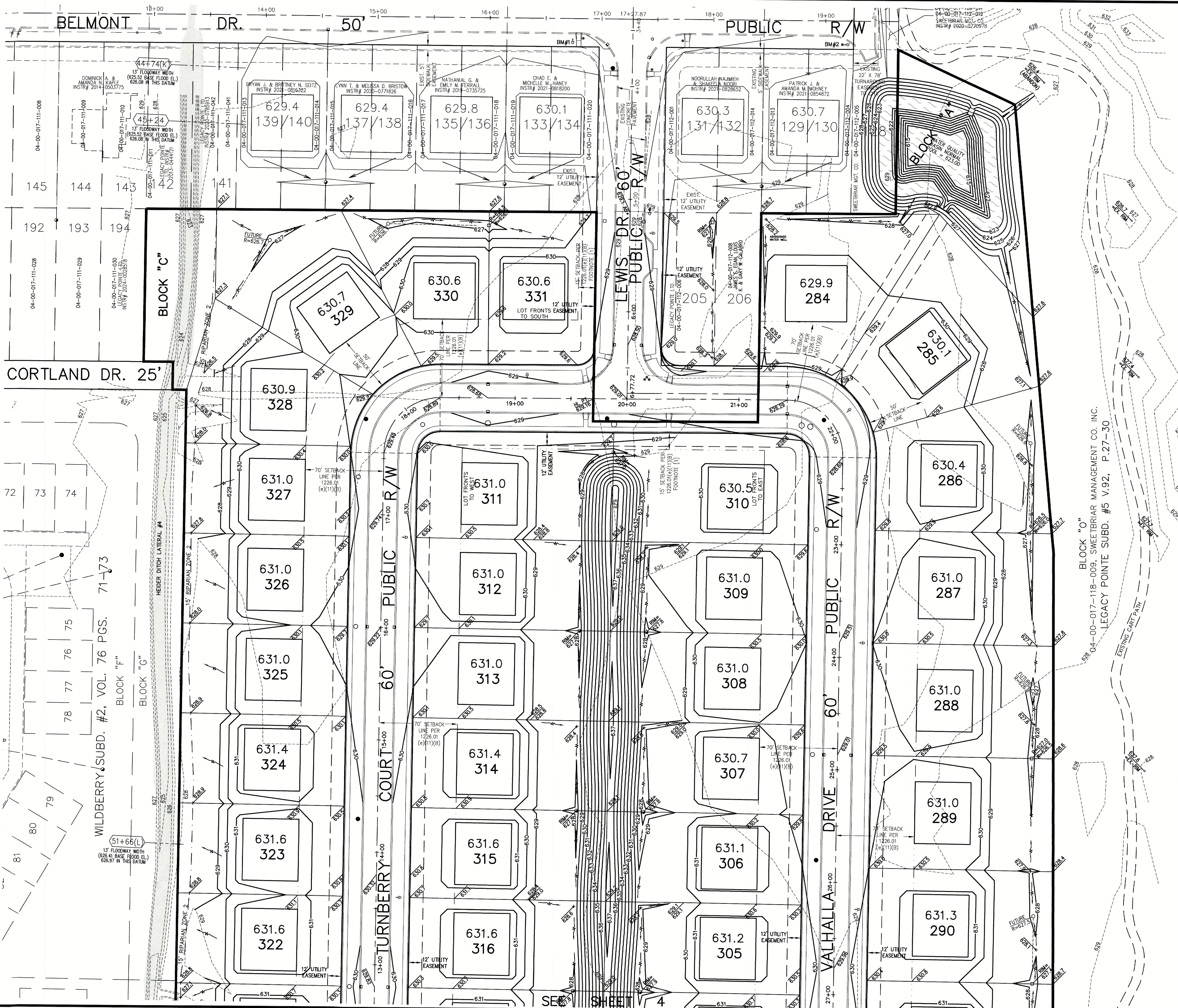
DENOTES CONTOUR LINES BEFORE DEVELOPMENT
DENOTES CONTOUR LINES PROPOSED IN PREVIOUS PHASES
DENOTES PROPOSED CONTOUR LINES

100 YEAR FEMA FLOODZONE B.F.E. PER L.O.M.R. 18-05-3982P EFFECTIVE 6/26/19

FLOODWAY X-SECTION & DATA FROM 7/31/2018 LDC INC. 118H STUDY FOR LOMR 18-05-3982

BENCHMARKS
BM #1 TOP OF TOP NUT ON HYDRANT IN FRONT S/L 133 BELMONT DR. = 631.16
BM #2 TOP OF TOP NUT ON HYDRANT IN FRONT S/L 129 BELMONT DR. = 631.28

GRAPHIC SCALE: 1" = 40'



REVISIONS	
NO.	DESCRIPTION

3

24

THE HENRY G. REITZ
ENGINEERING COMPANY
4214 ROCKY RIVER DRIVE, CLEVELAND, OH, 44135
PHONE: (216) 251-3033, REITZ@REITZENG.COM

AVON CENTER ESTATES
SUBDIVISION NO. 2 PH. 6
GRADING PLAN

JULY
2025

LEGEND

- 7
629.7
- SUBLOT NUMBERS
PROPOSED EXTERIOR GRADE
EXISTING ELEVATION
PROPOSED ELEVATION
- DIRECTION OF SURFACE FLOW
STORM MANHOLE
SANITARY MANHOLE
WATERLINE, VALVE & BOX
HYDRANT ASSEMBLY
STORM INLET (AT BACK OF CURB)
REAR YARD DRAINS (TO BE INSTALLED AT TIME OF UNDERGROUND IMPROVEMENTS)
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DENOTES PROPOSED CONTOUR LINES
- 100 YEAR FEMA FLOODZONE
B.F.E. PER L.O.M.R. 18-05-3822
EFFECTIVE 6/26/19
- FLOODWAY X-SECTION & DATA
FROM 7/31/2018 LDC INC. H&H
STUDY FOR LOMR 18-05-3982

BENCHMARKS

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GRAPHIC SCALE: 1" = 40'

SEE SHEET 3

