

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE CITY OF AVON LAKE, THE CITY OF SHEFFIELD LAKE, AND THE VILLAGE OF SHEFFIELD REGARDING SHARED JURISDICTIONAL AUTHORITY FOR ENFORCEMENT OF THE OHIO BUILDING CODE FOR PERMITTING AND INSPECTION OF IMPROVEMENTS AFFECTING STRUCTURES CONSTRUCTED, OR TO BE CONSTRUCTED, BY FORD MOTOR COMPANY, WHICH IS LOCATED IN MULTIPLE JURISDICTIONS, AND DECLARING AN EMERGENCY.

WHEREAS, on July 11, 2022, the City of Avon Lake passed Ordinance No. 22-117 authorizing the Mayor to enter into a Memorandum of Understanding with the City of Avon Lake, the City of Sheffield Lake, and the Village of Sheffield, regarding shared jurisdictional authority for enforcement of the Ohio Building Code for permitting and inspection of improvements affecting structures constructed, or to be constructed, by Ford Motor Company, which is located in multiple jurisdictions; and

WHEREAS, the three Municipalities have negotiated a First Amendment to the Memorandum of Understanding to address the redundant submission of plans from Ford Motor Company; and

WHEREAS, it is in the best interest of the City of Avon Lake to authorize the Mayor to enter into the First Amendment to the Memorandum of Understanding attached hereto and incorporated herein.

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

Section No. 1: The Mayor is hereby authorized to enter into a First Amendment to the Memorandum of Understanding with the City of Sheffield Lake and the Village of Sheffield regarding shared jurisdictional authority for enforcement of the Ohio Building Code for permitting and inspection of improvements affecting structures constructed, or to be constructed, by Ford Motor Company, which is located in multiple jurisdictions.

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 immediate necessity to enter into a First Amendment to the Memorandum of Understanding with the City of Sheffield Lake and the Village of Sheffield regarding permitting and inspections at the Ford Motor Company located in multiple jurisdictions.

PASSED: 2/12/2024

/s/ Martin E. O'Donnell
President of Council

POSTED: 2/16/2024

APPROVED: 2/13/2024

ATTEST: /s/ Valerie E. Rosmarin
Clerk of Council

/s/ Mark A. Spaetzel
Mayor

FIRST AMENDMENT to the Memorandum of Understanding
With the City of Avon Lake, Ohio; the City of Sheffield Lake, Ohio; and the
Village of Sheffield, Ohio for Shared Jurisdictional Authority for Enforcement of the Ohio Building
Code for Permitting and Inspection of Improvements Affecting Structures Constructed or to be
Constructed by Ford Motor Company, Which Is Located in Multiple Jurisdictions

WHEREAS, the City of Avon Lake, the City of Sheffield Lake, and the Village of Sheffield have previously entered into a **Memorandum of Understanding** (the "MOU"), effective on or about September 1, 2022, as duly authorized by **Ordinance No. 22-117**, passed by the Council of Avon Lake; **Ordinance No. 44-22**, passed by the Council of Sheffield Lake; and **Ordinance No. 2835**, passed by the Council of Sheffield Village. (City of Avon Lake, City Sheffield Lake, and Village of Sheffield will be identified jointly as the "Parties" and individually as a "Party"); and

WHEREAS, this **First Amendment** to the MOU, has been dully authorized by **Ordinance No. 24-26**, passed by the Council of Avon Lake; **Ordinance No. _____**, passed by the Council of Sheffield Lake; and **Ordinance No. _____**, passed by the Council of Village of Sheffield.

WHEREAS, the MOU provides the process for shared jurisdictional authority for enforcement of the Ohio Building Code for permitting and inspection of improvements affecting structures constructed or to be constructed, by Ford Motor Company at the Ohio Assembly Plant, which is located in multiple jurisdictions; and

WHEREAS, the MOU further provides that the Parties will utilize the City of Avon Lake's fee schedule which was attached to the MOU as Exhibit A and incorporated therein; and

WHEREAS, the fee schedule provides for a plans examination fee for each set of plans received within six (6) different types of plans; and

WHEREAS, the nature and scope of the current 2.8 million square foot expansion at the Ford Motor Company Ohio Assembly Plant has necessitated that plans within the various plan types identified on the fee schedule be submitted redundantly and depict different aspects of the construction; and

WHEREAS, under the approved fee schedule, each new plan submission would be subject to an additional plans examination fee, resulting in a nearly 77% increase in the originally anticipated plans examination fees; and

WHEREAS, it is in the best interest of the Parties to treat the Ford Motor Company Ohio Assembly Plant as a unique structure due to its massive size and complexity and to agree to only charge one plans examination fee for each type of plan identified on the fee schedule, even if plans are submitted in a redundant manner.

NOW, THEREFORE:

1) The Parties hereby agree that for each type of plan requiring plans examination, pursuant to the fee schedule, that the Ford Motor Company Ohio Assembly Plant will only be charged one plans examination fee, even if the plans are submitted in a redundant manner.

2) The Parties further agree that in the event that the City of Avon Lake incurs expenses related to the inspections and plan reviews associated with the current 2.8 million square foot expansion of the plant, which exceed the 10% described in Section G (iv) of the MOU, that the Village of Sheffield will compensate the City of Avon Lake for its actual costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000).

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the MOU to be effective on the date of the last signature hereto.

City of Avon Lake, Ohio

By: _____
Mark A. Spaetzel, Mayor
-Avon Lake-

Village of Sheffield, Ohio

By: _____
Robert Markovich, Mayor
-Sheffield Village-

City of Sheffield Lake, Ohio

By: _____
Rocky Radeff, Mayor
-Sheffield Lake-

Approved as to form and correctness (ORC § 705.11):

Gary Ebert, Law Director, City of Avon Lake

David M. Graves, Solicitor, Village of Sheffield
Per Informed Consent of the Parties

David M. Graves, Law Director, City of Sheffield Lake
Per Informed Consent of the Parties