

**MINUTES OF THE WORK SESSION OF THE COUNCIL OF THE
CITY OF AVON, OHIO HELD MONDAY, APRIL 18, 2022
IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING
AT 7:30 P.M.**

PRESENT: Council Members: Council-at-Large – Tammy Holtzmeier; 3rd Ward -Tony Moore; 4th Ward - Scott Radcliffe; Council-at-Large – Craig Witherspoon; Council-at-Large and Council President – Brian Fischer; Mayor – Bryan Jensen; City Engineer – Ryan Cummins; Planning/Economic Development Coordinator – Pam Fechter; Law Director – John Gasior; Finance Director– William Logan; Safety/Public Service Director – Duane Streator; Clerk of Council – Barbara Brooks

ABSENT: 1st Ward – Jennifer Demaline; 2nd Ward - Dennis McBride

Mr. Fischer, Chairman, advised they would be removing Item No. 5, Ordinance No. 49-22, from the agenda and they would be adding an Executive Session at the end of the meeting after audience comments.

1. [ORDINANCE NO. 42-22 – TO AMEND ORDINANCE NO. 413-68, PASSED JANUARY 15, 1969 COMMONLY KNOWN AS THE ZONING ORDINANCE OF THE CITY OF AVON, OHIO, AS AMENDED, REZONING A PORTION OF LAND \(7.89 ACRE PARCEL\) LOCATED ON THE NORTH SIDE OF CHESTER ROAD, PERMANENT PARCEL NO. 10-04-00-009-000-181 FROM M-1 GENERAL INDUSTRIAL DISTRICT TO R-3 MULTI-FAMILY RESIDENTIAL DISTRICT AND SUBJECT TO THE TERMS OF THE PARTIES DEVELOPMENT AGREEMENT](#) Planning Referral

A Public Hearing will be held on Monday, April 25, 2022 at 7:25 p.m.

The Third of Three Readings will be on Monday, April 25, 2022

Ms. Fechter advised she would like to yield the floor to Mr. Gasior.

Mr. Gasior advised there was an extensive discussion of this development agreement back when this Ordinance was presented at the first Work Session five weeks ago. He said several things were done here and the City included the stub street to the west and there were some reconfigurations of the retention basins on the north end. Mr. Gasior stated some parking was added, although some may feel it is not adequate, but he believes the maximum amount of parking probably has been drawn into the plan. He advised in the ensuing weeks there were some comments from residents who live in Concord Village Phase 2, which was the recently completed section regarding the driveway, and the asphalt pavement as he knows that Mr. McBride requested some things be done to satisfy those residents and he believes they are here tonight to find out what exactly is being done take care of the blacktop issue.

Jordan Berns, legal counsel to the applicant, Jason Friedman, advised they understand the concerns about the pavement as this has been an active construction site and that it makes it difficult on residents who are already moved in and settling into their homes, and they understand those concerns. He said he was just speaking with the City's outside counsel, Anthony Coyne, and they have looked at some different alternatives about how to deal with this and he and Mr. Friedman could share those with the City. Mr. Berns stated that they have already been in touch with a paving company about the different alternatives and they will commit to completing the pavement and any necessary repairs within ninety days. He advised they have to get on a schedule, and they do not control that schedule and it was discussed that they may need more time if the contractor runs into some issues, but they are confident that they can work within that schedule. Mr. Berns reiterated that they understand the frustrations of the neighbors and hopefully they have some understanding of the fact that construction has just now been completed and there is still landscaping work that needs to be done so there will still be some construction activities on the site, but they are confident that they can get the repairs done in that time frame.

Mr. Gasior asked if they are proposing to blacktop Concord Village Phase 2 from Chester Road back to where Concord Village Phase 3 is going to begin.

Jason Friedman, developer, of 3401 Enterprise Parkway, Beachwood advised all that remains to be done in phase 2 is the topcoat of the roadway.

Mr. Gasior referred to some photographs provided by a resident in Phase 2 and said that it looks like there is a significant amount of ponding that takes place after a rain.

Mr. Friedman advised he believes those pictures were taken before the winter, in the fall. He said one of the reasons they see the ponding is because of the bags and the drains that are required while under construction. Mr. Friedman stated it is his understanding that some of the bags have been removed in accordance with the SWPPP (Stormwater Pollution Prevention Plan) requirements, stormwater requirements, and some have not been. He advised he drove through the area earlier tonight and there was not much water, nothing like in those photos, around the front half of the drains. Mr. Friedman said in the back there are still socks and SWPPP drainage protection all around there and soon as they can open those up, they will; it is just a function of Ryan Homes finishing their construction and installing their landscaping.

Mr. Gasior asked Mr. Cummins how long those protectors have to stay on those storm drains.

Mr. Cummins advised they are to stay in place until there is an eighty percent grass coverage of the contributing drainage area.

Mr. Gasior advised when units are being sold as they are built, he asked if there is something that could be done. He inquired if they could sod the areas that need to have the grass coverage.

Mr. Cummins advised yes; they could do a sod.

Mr. Gasior asked Mr. Friedman if that was something he would be willing to do so that those silt socks could be taken away. He said if they sod the area then they could take the silt socks away.

Mr. Friedman advised grass cannot be installed until they are done with the construction. He reiterated that he just drove through there and it does not appear that the construction is far enough along to be able to do that. Mr. Friedman clarified that Ryan Homes owns those units and he is no longer the owner of that property so he cannot agree to do anything, but he said that he would talk to Ryan Homes about it and ask their timeline. He stated looking at it today, he believes they are talking about that happening in the next month or two that all of it will be done and then they will be able to finish the asphalt.

Mr. Cummins advised putting the final surface course on the roadway will help as well because generally for the water to get into that catch basin, it has to rise up the thickness of the final asphalt to get over the hump and the reason the silt sock might be gone in some areas, but there is still a little bit of ponding. He said completing the construction and getting some grass coverage and getting the pavement to final grade will all help that situation.

Mr. Gasior asked if there is a Performance Guarantee that Mr. Friedman would like to post with the City so that the City can make sure that work gets done in ninety days.

Mr. Friedman said they have a Developer's Agreement and a bond.

Mr. Gasior advised it does not cover any of that.

Mr. Friedman stated it is covering all of the public improvements throughout the development.

Mr. Gasior clarified that the road is not public.

Mr. Friedman advised he does not know what kind of guarantee other than he is about to start another phase and he is committing to doing it and the City could shut him down whenever they want to shut him down for not doing what he has agreed to do.

Mr. Gasior advised if Mr. Friedman thinks that is sufficient that if it is not paved within ninety days that he will run into obstacles going forward assuming that Council acts on his rezoning for a Phase 3.

Mr. Friedman advised he has spent the last three years trying to do exactly what he is supposed to do and said he will do what he says he is going to do; absolutely.

Mr. Berns advised as he started to say, he spoke with the City's outside counsel about this matter, and they discussed including in the Development Agreement that is before Council in conjunction with the Ordinance that is before Council, a provision with respect to the timing for the completion of that. He said it is not Phase 3 work, but they are willing to do that and they want to give the City and Council that assurance and make it clear that they understand that obligation and will fulfill it.

Mr. Gasior asked Attorney Coyne if he had anything to add.

Anthony Coyne, Attorney, advised they did have a preliminary conversation and he thinks it might be appropriate to add an addendum or modify the Development Agreement to include a provision that the Phase 2 improvements to the private road system have to be completed in ninety days. He said they would give some reasonable extension opportunity because of weather or some other issue with this contract and he felt that could be effective.

Mr. Gasior advised they will have to prepare something over the next week because Council will be in a position to act next week.

Mr. Coyne advised he believes that would be acceptable to Mr. Friedman to do something like that.

Mr. Friedman agreed.

Mrs. Holtzmeier inquired how the addendum might be different than the Performance Agreement that Mr. Gasior noted.

Mr. Coyne advised he assumes that Mr. Gasior was talking about some type of Performance Bond, but it is a private street so that might be a little tricky. He said they could put that in the agreement as a provision and if there is a breach of the agreement there would be consequences and he felt they could do that effectively and have a bit of a hammer if the developer does not comply.

Mrs. Holtzmeier advised if she understands it, one is predicated upon the other.

Mr. Coyne confirmed that and said they are connected.

Mrs. Holtzmeier said recognizing these outstanding issues, she asked if the developer wanted to make an independent commitment to resolving them first and independently.

Mr. Coyne advised if he understood Mr. Friedman, he is saying that he will use his best efforts to get it done in ninety days and Mr. Friedman's counsel said they would agree to an addendum or modification of the Development Agreement requiring that or they will be in breach. He stated the only thing they would have to be cognizant of is that because of the weather there could be some requests for an extension. Mr. Coyne said if that is reasonable, the City could then grant an extension of thirty days or something to that effect, but it would seem to be logical to try to do that in the agreement.

Mrs. Holtzmeier stated there is reasonability attached to all of it. She said she just questions why they have to be tied together. Mrs. Holtzmeier advised she believes them when they say they are going to do what they say when they say they are going to do it, but she would like to see that commitment be independent from a separate project.

Mr. Friedman advised he felt that what they are proposing was better for the City than having them separate because they are tying it to another large development that he is pursuing. He said in theory the City could stop his ability to move forward with that development.

Mrs. Holtzmeier advised she would feel better about Mr. Friedman pursuing another large opportunity knowing that he has buttoned down and committed to taking care of the one that he just completed.

Mr. Berns advised they have a Development Agreement with respect to phase 2, the phase where the pavement would be done. He said if Council would prefer that they amend the phase 2 Development Agreement to address the pavement, they could do that. Mr. Berns stated they are here to talk about the proposed phase 3 and the rezoning so it is in that context that they are thinking of modifying the Development Agreement with regard to that phase even though this work does not relate to that phase. He advised either way they will commit to that time frame in whatever form the City prefers.

Mr. Gasior advised he believes all of the improvements have been accepted in phase 2.

Mr. Cummins advised he believes that is correct with respect to the public improvements, yes.

Mr. Gasior advised so effectively phase 2 is over. He said with the acceptance of the improvements that is done.

Mr. Friedman advised there is a maintenance bond, and he just sent the check in for another year's worth of costs, so they are still tied to it.

Mr. Gasior addressed Mrs. Holtzmeier and said if Council were to act next week and grant the rezoning subject to the Development Agreement that he and Mr. Coyne have worked on with Mr. Berns, he felt what they need to add is that no building permit will be issued for anything in phase 3 until that road is resolved and that might be enough to protect the City and those residents.

Mr. Friedman asked for clarification if when Mr. Gasior said building permit, he meant for the buildings in phase 3.

Mr. Gasior confirmed such. He said if the rezoning is granted, Mr. Friedman would be in a position to start putting in the infrastructure, but the City wants to see the road improvements done in ninety days.

Mr. Friedman said that is why he wants to be clear that Mr. Gasior means the vertical buildings.

Mr. Gasior advised if that road work fails to happen within ninety days and the City begins to get a lot of complaints then the City will not issue any building permits.

Mr. Friedman advised he is okay with that. He said he is not going anywhere, and he has done everything he said he would do for three years.

Mr. Gasior clarified this is to satisfy Council, that is all.

Mr. Friedman said he understood and indicated he agrees to that. He stated they are willing to do this quicker than they would normally do in a development like this. Mr. Friedman advised normally they would wait until they are completely done so that they do not take any chance on damaging asphalt, which would be the responsibility of the HOA. He said they are agreeing to do it faster and before the City will issue a building permit and he is fine with that.

Mr. Cummins advised the one issue he wanted to bring up that may play in a little bit to the timing and to which document that it is attached to, is that they are going to do the resurfacing now and then there would be a good bit of construction over the next couple of years on phase 3. He said it seems to him that it might be wise to have some method to fix up any areas of asphalt that fail under that construction traffic. Mr. Cummins stated even

though they might be placing the surface coat now; when phase 3 is done some of those areas may need some amount of repair.

Mr. Friedman advised in a normal course they would always do it anyway.

Mr. Cummins advised he was just pointing out that it is not just getting something done in ninety days, it is also making sure there is a good condition at the end.

Mr. Gasior advised the only leverage they have is the building permit process and that is where the City exerts its authority to try to comply with some of the demands that the City has. He said Mr. Friedman has been very good at following up and the City appreciates that. Mr. Gasior stated what he should come to expect in phase 3 is that if things are not being repaired and the pavement is failing and the City is notifying him that it is failing and nothing is happening to repair it and the City is getting complaints from the residents then the City is probably going to have to exert their authority on those building permits.

Mr. Friedman answered that he has no doubt that they will.

Mr. Gasior advised just so that they are clear.

Mr. Friedman advised that he is always aware of and careful to follow all of these rules and he does not believe that he has done anything to not show that for three years. He said they would continue to have a good relationship and he does not think this is the last plan that he will be in front of Council for either. Mr. Friedman stated this is normal course and they do this all the time.

Mr. Gasior advised he just wanted to point out for Mrs. Holtzmeier that would be leverage for the City regarding issuing building permits because he knows that Ryan Homes is very much interested in building and the reason the developer wants to go to phase 3. He said if the City is going to get complaints and have problems with that road going in for the residents who have already bought these expensive town homes and expect a certain quality of living then the City will have to exert its authority on the building permits to make sure that things are being done.

Mr. Moore advised Mr. McBride mentioned at a previous meeting something about parking and he does not know if there was anything else that was discussed or looked at. He inquired if there is going to be enough parking for overflow if a resident hosts a party.

Mr. Friedman advised they have some numbers to go over, and he would be happy to discuss that, but he will reiterate that they have maximized the parking on this plan.

Mr. Berns advised under the City Code the requirement in an R-3 district is 2 parking spaces per unit, one of which needs to be enclosed. He said for the existing phases of 1 and 2, those standards are substantially exceeded. Mr. Berns stated there are 30 units in phase 1 and 83 units in phase 2 and there are a total of 131 parking spaces in phase 1 and 355 parking spaces in phase 2. He said that compares to 88 required in phase 1 and 166 required in phase 2 so there is almost double the parking in phase 1 and more than double the parking required in phase 2. Mr. Berns advised in phase 3 they are going further because as was pointed out they were asked to maximize the parking spaces in this phase resulting in the reduction of units as well. He said dwelling units were replaced with parking spaces. Mr. Berns stated in phase 3 there are 72 dwelling units proposed and that would require 144 parking spaces and they are going to have 324 parking spaces and that includes 36 on street parking spaces, which almost doubles the number of on street parking spaces beyond what the other two phases have. He advised that is a total of 810 parking spaces throughout all three phases and that compares to 370 that are required so there are 440 more spaces than are required under Avon's Code. Mr. Berns stated they have maximized the number of parking spaces in phase 3 and they have eliminated units in order to do that and they reconfigured the way in which the units are laid out to provide for the disbursement of parking spaces throughout the phase. He said they also included a stub street so, they have done everything they could to maximize the parking and they are far beyond the required parking especially in phase 3.

Krista Pavlosky of 1477 Caymus Court advised she arrived back from Texas that day and when she came home to the snow and water there is a puddle in front of her driveway. There is a puddle in her landscaping from gutter issues that have not been resolved. There is a puddle in her backyard due to the grading not being proper, which was also to be addressed and no one has followed up on that. She said when it rains it looks like a flood in her area with the drains being higher up than the street and driveways and it is embarrassing. Ms. Pavlosky stated they live in a brand-new development and when friends and family want to see her place she has to apologize for what it looks like considering it is new and that is not how it should be and when buying a new house there are expectations. She advised with the aspect of parking for phase 2, there were 4 or 5 parking spaces when they visited the model home and those were taken away to build 2 more units. Ms. Pavlosky said she does not know how much parking there really is considering they are being told that it is being maximized yet all the residents have noticed is that it being taken away to put in more houses. She stated she has had 3 guests over at one time and one fit their vehicle in her driveway and the others had to disperse at the other end of phase 1 or other end of phase 2. There are three parking spots that are available next to her unit and the other ones are occupied by the condominiums behind hers that are not a part of Concord Village. Ms. Pavlosky advised she just wants to know with the parking if they are going to have enough. She asked what is considered driveway parking because even then some residents have 2 cars that cannot fit in their driveways; 1 car could maybe fit in their garage considering people store their things in their garage. She said she feels like some of what was said earlier sounds a little bit inaccurate, but she is not the one running the numbers, but these are investments for everyone and it is her first home and she is only 25 years old and she was very excited when she started this journey and went against her better judgement when hearing the good and bad about Ryan Homes. Ms. Pavlosky stated it is a cookie cutter home, but it is a great start. She said throughout the year it has been one disappointment after the other and she felt the quality inside the home is trash; her stairs were not installed properly and her kitchen island was almost 2 feet farther one direction than it should have been. The time it takes someone to come out when you have a problem, they try to go around it and that is what she does not want to see in this community. She advised they want to see these things taken care of before phase 3 goes in because when starting a new phase in a development they need to finish the one before it and not leave it a mess and move on to the next one. Ms. Pavlosky clarified that she lives in phase 2 when asked by Mr. Fischer.

Mr. Fischer asked if there is a difference in the parking numbers that are in phase 2 than will be in subsequent phases moving forward.

Mr. Berns advised there is. He said in phase 2 there are 83 units, but only 23 off street parking spaces and in phase 3 there are 72 units, but there are 36 off street parking spaces. He said the driveways in phase 3 are longer so it may be possible to fit as many as four cars in a driveway in phase 3. Mr. Berns stated and the parking is disbursed throughout phase 3 more effectively than probably in phase 2.

Mr. Friedman advised to be clear, the parking in phase 2 is exactly as it was per the plan; they did not veer from that or change that or add units where parking was. He said it was per plan from the beginning. Mr. Friedman stated in these types of developments to have a 2-car garage, is one more than required, and 2 parking spaces in front of the garage is a lot of parking as it is more than double the Code.

Ms. Pavlosky advised she wanted to comment about the asphalt/concrete situation and while she is not sure of the plan for phase 3, she knows by living in a previous asphalt community without sidewalks, the streets get hot and there are kids playing and many of her neighbors have pets. She said it is a very active community and they all go on walks and that is one thing that caught her eye was how hard it might be to take her pets on a walk or play outside with kids if she is hosting a family event. Ms. Pavlosky stated that two different street surfaces in the same development was not aesthetically appealing, and she felt it makes it look like phase 1 was nice and put together and seems to flow and then with phase 2 was met with the bare minimums to save costs and move on to phase 3. She said that is her opinion and how she feels as a part of this community of Concord Village and with this being her first house and investment, she would like to see more trust and assurance from Ryan Homes.

Audra Baily of 1452 Chenin Run advised they are asking for the road to be corrected now and she appreciates what sounds like a commitment to do that within the next ninety days, but yet she feels it is critical that there is some commitment in writing that the road will be replaced again in one to two years when phase 3 is complete. She said she lives on the Chenin Run, west entrance, that is going to be the construction highway and she

appreciates that they are going to have a road now because then her road will not be completely flooded for the next year or two, but it will need to be fixed again before that expense is passed on to their HOA. Ms. Bailey advised she is embarrassed that she paid over \$300,000 for her townhome; it is embarrassing that this is how their development looks. She said until they stood up here a couple of weeks ago, that it was going to be accepted. Ms. Bailey said that is a disappointment to her as a resident of this City. She felt like if she and other residents in this development had not said something that they would probably be dealing with flooding for years. Ms. Bailey stated she would appreciate if somehow that commitment is there and she agrees with the blacktop as it is aesthetically awful to have half of a development with a different roadway surface. She said part of Chenin Run is a concrete surface and the other part is going to be blacktop and she does not understand the decision there. Ms. Bailey advised at least if they can get it fixed now and fixed again later that she would accept that. She said she hears what is being said about phase 3 having more parking but she lives in phase 2. Ms. Bailey stated that is great for phase 3 that they are going to have longer driveways and more parking on the street, but she does not. She indicated that she was promised on street parking, landscaping, a tree in her front yard, and trees around the pond and she does not know when that is happening either. Ms. Bailey advised she agrees that it feels like phase 2 has been abandoned and the developers are moving on into the next phase. She said she would appreciate whatever can be tied into the contract for the approval of phase 3 because they are embarrassed by their development right now.

Vasily Olar of 1470 Caymus Court advised he and his wife and child moved into this development back in August of 2021 and this is his point of view. He said he does not know who is responsible whether it is Ryan Homes or the City or the developer, but the dream he was sold was not the reality as far as the quality. Mr. Olar stated one thing he was really looking forward to is that he was told that there would be no more town homes built after phase 2 and he was given an approximate time frame that it would be completed, and he accepted that. He advised now even before the current area of phase 2 is taken care of, they are talking about building so many more units that Chenin Run is going to become a highway and it already is to some degree because of the construction, but if there is not another road built to give the new phase 3 town homes access, it is going to be so busy. Mr. Olar said there are lots of young adults with children living there and as soon as the weather becomes nicer everyone will be outside on bicycles and playing outside and they are going to have this highway of a road and that really concerns him. He stated regarding the condition of the roadway, he has been told repeatedly that as soon as the construction is done that, they will make the road look nice and it has been back and forth as to when that is going to happen. Mr. Olar advised currently the Chenin Run entrance is basically unusable as he has a lifted truck, and he can barely use that entrance because it has giant holes, and he does not know how hard it would be to patch those holes every month or two as the heavy trucks are damaging the road. He said regarding the parking situation there are a bunch of numbers being rattled off and all he knows is that what he sees is that the parking is not sufficient and when he hears that there are 340 parking spaces that sounds like a lot, but they are counting the driveway and the driveways are sad in his opinion as he cannot fit both of his vehicles so he parks one in the driveway and one on the street in designated parking areas. Mr. Olar indicated he cannot even park one vehicle in his driveway because when they were shown the model home that driveway was not comparable to what he was given so the numbers for parking spaces do not tell the complete story. He stated in terms of the current roadway flooding, it is bad, and he has to put on boots just to go to his mailbox and that is on Caymus Court and not Chenin Run where the construction trucks are traveling and since the construction trucks do not drive on Caymus Court, he felt that portion could have been fixed awhile ago in. Mr. Olar suggested they cut out units to make more parking spaces because he felt it was bad. He advised his neighbor will constantly park in a non-designated spot most likely because there are not enough spaces, and he has a hard time pulling into his driveway. Mr. Olar said there are a lot of these little complaints, but the road could definitely be fixed. He stated he is personally against phase 3 because he is afraid of Chenin Run becoming a highway and his concern for his children. Mr. Olar commented that it seemed to him that everything that is being done is for maximum profit and not so much caring about the actual residents that live there.

There was no further discussion on this item.

2. ORDINANCE NO. 46-22 – TO AUTHORIZE THE MAYOR TO ENTER INTO A SETTLEMENT AGREEMENT AND RELEASE WITH THE CITY OF NORTH RIDGEVILLE FOR PAYMENT OF UNPAID INFILTRATION COSTS

Mr. Logan

Mr. Logan advised Council may remember that almost a year ago, it was discussed what North Ridgeville calls arrears. He explained that the City of Avon pays North Ridgeville on a monthly basis for sanitary sewer usage. North Ridgeville owns the French Creek Wastewater Treatment Plant in Sheffield and 75% of the City of Avon's sewage flows to that plant and North Ridgeville bills the City and it is paid within a couple of weeks and that is working out fine and it has been that way since August of 2010. However, between the year 2000 and August of 2010, there was a lot of confusion over infiltration costs and the way North Ridgeville bills and the way Avon accounts for usage at that time were completely different systems back then and the arrears number has been as high as \$230,000, but Avon's Administration knows that high of an amount is not what is owed. About a year ago, a new utilities billing supervisor took over in North Ridgeville and she has done a tremendous job and North Ridgeville is in the process of updating their billing software and is cleaning up their records. Mr. Logan stated Avon was looking at owing \$79,000 and the Administration did some research and was able to justify some of those amounts that are owed pertaining to this 2000 to 2010 timeframe. He advised North Ridgeville came back with the amount of \$43,329 to forgive all past due balances. Mr. Logan emphasized there is nothing in arrears since August of 2010. He said his opinion is to pay this amount and get the release and have a clean slate. Mr. Logan stated Avon has good working relationships with the City of North Ridgeville now on many levels. He advised by agreeing to this payment, Avon does not need to appropriate extra monies as this would come directly out of the City's Sanitary Sewer Fund No. 2 and then we put this issue behind us.

Mr. Gasior advised there was litigation going back in the mid 1990's, specifically 1994, involving Avon and North Ridgeville over infiltration. He said according to North Ridgeville there were monies due going back that far. Mr. Gasior stated there was additional litigation that took place in 1998 leading into the year 2000 and again the allegation that North Ridgeville was making was that Avon was not paying a sufficient amount of money for the infiltration and the City argued over meters that were being installed at both ends of the interceptor. He believes when the new utilities supervisor person in North Ridgeville came in, she did a very good job of going back and trying to ascertain these arrearages, but Avon took the position that North Ridgeville would probably have a very difficult time proving those numbers. Mr. Gasior said Mr. Logan did a great job of going back and looking at the check register to see exactly how much money Avon paid out and figured maybe \$30,000 to \$35,000, but where this started at \$160,000 and splitting the difference, they were down to \$43,000 and he felt to put this issue behind them that he recommends they agree to settle. He stated he could not tell them how messy this could get if they have to go to litigation over it and he felt that what they were really compromising on was about \$12,000 to \$17,000 out of the \$43,000 amount and he felt it was more than worth our while to enter into this settlement agreement and be done with this once and for all. Mr. Gasior advised the agreement states that it is going to be the full and final settlement of all of those past arrearages.

Mrs. Holtzmeier inquired as to the balance in the 631 fund account after this settlement is paid for the 2022 fiscal year.

Mr. Logan advised \$2.5 million. He said that fund is a very healthy fund.

Mrs. Holtzmeier advised they were looking to pay the settlement out of the 631 Fund versus the General Fund and that would leave that fund balance very well off. She asked and they would not anticipate the City needing to make any other appropriations to that fund account because of this settlement?

Mr. Logan advised no; not at all.

Mrs. Holtzmeier advised she could see some asking and she felt that information was important to get out there.

Mr. Radcliffe said this settlement agreement reads from the mid 1990's through 2010.

Mr. Logan advised that is the time frame when this arrearage was created.

Mr. Radcliffe advised he wanted to be certain that the City is protected. He said it was mentioned that from 2010 going forward there have been no problems, but he questioned if there was anything in the agreement that stops North Ridgeville from seeking further retribution such as another audit from 2010 to the present.

Mr. Logan advised they will not find anything in those years because he has been Finance Director since that time.

Mr. Radcliffe advised he understands Mr. Logan's stance, but he would not have thought that North Ridgeville would have found these arrearages either.

Mr. Logan advised he was not Finance Director during that time.

Mr. Radcliffe said it is simply the fact that North Ridgeville could try. He asked if the agreement should be changed to incorporate to the present day to cover ourselves so that North Ridgeville cannot seek further claims of arrearages.

Mr. Logan advised he does not care if North Ridgeville were to do that because they would not find anything. He said if you look at the release, it does not indicate any kind of date. Mr. Logan stated No. 2 in the release, the City of North Ridgeville will release and hold harmless the City of Avon for past due infiltration costs. He said it does not list a date. Mr. Logan advised ...stemming and resulting from the North Ridgeville Utility Department audit. He said North Ridgeville could do another audit now and go back as far as they want as North Ridgeville's statement is going to show \$230,000 and where that amount came from, the City of Avon does not know. Mr. Logan stated Mr. Gasior and he have met with officials from North Ridgeville on a couple of occasions, but since August of 2010 North Ridgeville will find nothing.

Mayor Jensen advised previously North Ridgeville carried that amount forward so this has been hanging over Avon for a long time. He said North Ridgeville does not have anything else on their books against Avon and Avon's contention was always how to come up with a settlement. Mayor Jensen confirmed there is nothing else out there that North Ridgeville could lay claim to against Avon. He stated North Ridgeville did not do an audit and find this arrearage, it has been on the books for years and North Ridgeville has always shown that balance carried forward. Mayor Jensen advised it has been known that Avon owed something, and this settlement agreement takes care of all of it and there would be nothing outstanding. He said there were some issues years ago and Avon was installing meters to try to figure out where this infiltration was coming from because Avon did not feel that North Ridgeville had a great system in place to track it. Mayor Jensen stated from the time that Mr. Logan has been the Finance Director there have been no additional charges made, it has always been that same amount and the reason the Administration would like to get it off the books. He advised if North Ridgeville holds Avon harmless and says this issue is over with then they cannot come back and say they found something else.

Mr. Radcliffe advised that was his whole point.

Mr. Logan advised as Mr. Gasior mentioned, Avon recreated check registers off Avon's old system and matched up payments with billing the best they could, and he came up with an amount that the City of Avon would owe the City of North Ridgeville \$30,588.76. He said North Ridgeville is asking for \$43,329.00 and agreed that the City of Avon is conceding to a little over \$12,000.

Mr. Radcliffe advised that is not his point. He said his point is that from his perspective this felt like a lot of this is hearsay, but yet Avon is putting in set dates in the settlement agreement and he is concerned that there could be some hearsay that develops two years from now that North Ridgeville could say that in 2014 or in 1983 they found additional arrearages. Mr. Radcliffe stated he wants to cover this completely.

Mr. Logan advised he believes this settlement is a full settlement.

Mr. Radcliffe advised he wants to know it is complete because the Ordinance only lists the mid 1990's to 2010.

Mr. Gasior advised the Ordinance is trying to give a time frame for what prompted the settlement in the first place. He said it was that time frame that brought about the entire discussion, and he does not believe that there was any claim that there were outstanding balances from the 1980's and there certainly was no claim that there were outstanding balances post 2010. Mr. Gasior stated the actual release itself does not set parameters by way

of dates; it just says that, "The City of North Ridgeville will release and hold harmless the City of Avon for past due infiltration costs and water bills stemming from the 2022 North Ridgeville Utility Department Audit."

Mr. Radcliffe suggested the word, "all" be added.

Mr. Gasior advised he would contact North Ridgeville's Law Director and ask if that is amenable. He said he does not believe it would be a problem and the word, "all past due infiltration costs..." could be added.

Mr. Radcliffe suggested it include all previous up to today. He said he is just trying to cover this so that something does not get miraculously found two years from now when some of the Administration may have changed. Mr. Radcliffe advised he is trying to protect the City from further claims.

Mr. Logan felt that was reasonable. He advised North Ridgeville is in much better shape now with how they operate and bill and Avon is also in much better shape.

Mayor Jensen clarified that the City of Avon is still running at a zero balance not including this arrearage. He advised Avon matches everything up now and there is no question of owing more. Mayor Jensen said he understands Mr. Radcliffe's concern, but it is at a zero balance every month except that one balance lingers.

Mr. Radcliffe agreed it would be good to get this off the books and settled, but said he just wants to protect the City of Avon so that they cannot come back and make another claim.

3. ORDINANCE NO. 47-22 – TO AUTHORIZE THE ADMINISTRATION TO RECONCILE RECEIPTS AND DISBURSEMENTS WITH BLUE DOG BASEBALL, LLC FOR THE 2021 SEASON Mr. Logan

Mr. Logan advised per the operating/lease agreement between the City and Blue Dog Baseball, every year around the 1st of the calendar year, Blue Dog Baseball will reconcile all the maintenance costs and the like that the City owe Blue Dog Baseball. He said Blue Dog Baseball also reconciles all of the advertising revenue per that agreement and Blue Dog pays the City 4% of that advertising revenue with a minimum of \$30,000. Mr. Logan stated in 2021, 4% of the advertising revenue does not reach that minimum of \$30,000 so Blue Dog Baseball will owe the City \$30,000. However, when he and Mr. Gasior met with Tom Kramig of Blue Dog Baseball a few weeks ago and Mr. Kramig's attorney, John Polinko, Mr. Kramig made a claim that he could not rent out his stadium in October of 2021 because he had been told that the City would be installing turf during that time. He advised the turf was not replaced as they know, but it is scheduled to be replaced this fall. Mr. Logan said Mr. Kramig provided some information on how much rental he had in 2020 and how much in 2019 for the month of October and it was \$11,000 in 2020. He stated the Administration is asking Council to provide a one-time exception to this \$30,000 that Mr. Kramig owes the City. Mr. Logan mentioned that those monies that Mr. Kramig owes go into the Capital Improvement Fund No. 284 and that is the fund the City uses to pay for certain capital improvements at the stadium. He clarified it is the City's money per that agreement, but that money is used from that fund for that type of expense. Mr. Logan advised regarding the 2021 season, Mr. Kramig is asking for this \$11,000 concession because he did not do any rentals in October with the understanding that the turf was going to be installed. He said the Administration is asking Council to authorize this and the City would accept the payment of \$19,000 for 2021 for one-time relief and the turf is scheduled to be installed the fall of 2022 and this is in writing.

Mr. Fischer inquired as to who Mr. Kramig was claiming said that the turf was being installed in October 2021.

Mr. Logan advised the former Service Director for Avon.

Mr. Fischer asked if Mr. Kramig had any documentation of that claim.

Mr. Logan advised no because the City never issued a purchase order.

Mayor Jensen advised at that time, the former Service Director was not keeping a good email trail and Mr. Kramig is claiming that he was told that the turf was being installed. He clarified that Council would have had to approve that expenditure and there was no one on this side of the Administration that said the turf was being installed.

Mr. Gasior advised there was a shift in approach when the former Service Director found out that the school had replaced their turf through a state bid contract, as some members of Council may remember that the City decided that they would participate in a state bid situation and utilize Sourcewell. He said he believes it came to Council in September of 2021 with legislation to authorize the City to contract with Sourcewell, but Sourcewell could not get the job done in the fall of 2021 because of weather. Mr. Gasior stated the whole thing got kicked into 2022 and Mr. Kramig feels he was denied the opportunity to rent the stadium during that part of 2021. He advised the Administration is trying to act in fairness to both parties. Mr. Gasior said Mr. Kramig did not make his revenue on the signage and he signed a contract stating he would guarantee the City \$30,000 and he came up quite a bit short in 2021. He advised the City worked with Mr. Kramig during the pandemic and provided relief on the rent in 2020 and Mr. Kramig also used his PPP money to pay a portion of the rent in 2021. Mr. Gasior stated it has been back and forth and it was thought that the request was not that unreasonable. He said he felt strongly that it should be brought to Council because the City is coming up on the short end regarding revenue and he wanted the auditors to know that Council understood that as well.

Mrs. Holtzmeier advised the City is in a lease agreement with this party as the owner. She asked what the lease agreement says about the requirement to provide notice.

Mr. Gasior advised Blue Dog Baseball, LLC has control of the stadium to do as they please. He said typically the stadium would be rented out as soon as the baseball season ends and from the attached email, Council could see that Mr. Kramig has done that and provided a date as to who it is rented out to. Mr. Gasior stated as far as notice, Council passed a Resolution saying that the turf would be replaced by the end of 2021, but then it was extended because of the pandemic. He advised he does not know what happened in the conversations that the former Service Director had with Mr. Kramig. Mr. Gasior said the City can fight this if that is what they wish to do.

Mrs. Holtzmeier advised she is just trying to connect the dots to see what happened and what does the lease say is the City's obligation and the tenant's obligation.

Mr. Gasior advised he could not find anything specific in the lease that says that the City cannot pay this money now or that the City does not have an obligation to pay this money now because there was no notice or something along those lines. He said he believes that Mr. Kramig will argue that he was misled by statements made by a City official, but he was not misled because the goal was to get the turf replaced in 2021. Mr. Gasior stated the City shifted its position a little bit and decided to go with Sourcewell and save some money on the installation by utilizing Sourcewell and it threw the timing of the installation off and Mr. Kramig came back and said that it cost him \$11,000 because he could not rent the field out in October of 2021. He advised he did not expect to have to litigate this issue and so he cannot answer specific questions about what the contract or the lease says, but if Council instructs him to do that before they are willing to act on this legislation, he would be happy to do that and provide a full report.

Mr. Logan advised Mr. Polinko, who is Mr. Kramig's attorney, had a letter describing why they feel Mr. Kramig was misled and could not rent the field out in October 2021. He asked Mr. Gasior if there was a letter.

Mr. Gasior answered no that Mr. Kramig just said that he could not rent out the stadium because the Service Director at the time had indicated that the turf was going to be installed. He said he believes that was indicated to Mr. Kramig as early as April or May of 2021 before the season started. Mr. Gasior advised then things developed in a way that the former Service Director found out that the school had changed their turf and who the company was and then decided that the City would go that route and the whole timing of the situation got out of whack and here we are. He said he is more than willing to challenge them on this, but Mr. Logan could have accepted the money and moved on, but they did not want to do that.

Mr. Logan advised it is a deviation from the lease terms.

Mr. Gasior advised they could have accepted \$19,000 instead of \$30,000 and they wanted to tell Council why, but if that is not good then he understands why, and the City will fight it.

Mrs. Holtzmeier asked Mr. Fischer if they could add a purpose to the Executive Session to discuss this further since they are hearing from Mr. Gasior the potential threat of imminent litigation and knowing there is already an Executive Session scheduled at the end of this meeting.

Mr. Fischer was agreeable to add the threat of imminent litigation to the Executive Session purpose.

Mr. Moore asked if Mr. Kramig, who is asking for relief of \$11,000, alluded to what the advertising revenue was in 2018 and in 2017 for October.

Mr. Logan advised no, but they could ask him.

Mr. Moore advised he was curious because even if you average out the two years it was \$9,900.

Mr. Logan advised he believes Mr. Kramig's email was attached to the Ordinance which shows 2019 and 2020. He said they could see in October of 2020 there were a dozen events and similar in 2019. Mr. Logan stated he could ask Mr. Kramig about 2017 and 2018.

4. [ORDINANCE NO. 48-22](#) – AMENDING §256.98 OF THE CODIFIED ORDINANCES OF THE CITY TO REVISE THE CLASSIFICATION SPECIFICATION FOR THE POSITION OF FINANCE CLERK 1

Mr. Logan

Mr. Logan advised Mayor Jensen alluded to this in his remarks a couple of weeks ago and it is in front of Council now. He said they would like to amend the Class Spec for this position, which is the Accounts Payable Clerk position. Mr. Logan stated the Finance Clerk 1 was the full-time position and currently there is a part-time employee in the Accounts Payable position, and they would like to take it back to full-time for a couple of different reasons. He advised the person in this position has been doing payroll the last few weeks when the part-time Payroll Clerk took a position in another City, and they are currently looking for that new part-time payroll person. Mr. Logan said by making the Accounts Payable back to a full-time position, it gives them some flexibility for backing up payroll and some other things in the Finance Department. He stated it is an AFSCME bargaining unit position and they recommend the Class Spec be changed, but they do not need to amend the compensation Ordinance for this position as it is all part of the bargaining unit agreement.

5. ~~[ORDINANCE NO. 49-22](#)~~ – AMENDING §256.98 OF THE CODIFIED ORDINANCES OF THE CITY TO REVISE THE CLASSIFICATION SPECIFICATION FOR THE POSITION OF FINANCE SPECIALIST

Mr. Logan

This item was removed from the agenda.

6. [ORDINANCE NO. 50-22](#) – TO AWARD A BID FOR THE NORTH EATON DRIVE AND SHAKESPEARE LANE SEWER REHABILITATION PROJECT

Mr. Cummins

Mr. Cummins advised on April 7, 2022, there was a public bid opening at City Hall for this project. He said two companies submitted bids and the engineers estimate for the project was \$225,000 and the low bidder, BLD Services, Inc. had a low bid of \$198,590.00. Mr. Cummins stated they checked the references for this company, and they are a large company based out of Louisiana, but they have a facility here in Ohio and have done work in Lorain County for the City of Lorain and the Lorain County Engineer's Office. He advised both those references gave a satisfactory review of their work and it is his recommendation to consider BLD Services, Inc. to have had the lowest and best bid for this project.

Mr. Fischer inquired as to when the work would begin once this bid is awarded.

Mr. Cummins advised the low bidder stated that he would begin work within thirty days after notice to proceed. He said generally it takes about thirty days to get that notice to proceed item and then it would be within six

months after that for time to complete the work. Mr. Cummins stated the work would begin around the first part of June and would be completed later in the fall.

7. ORDINANCE NO. 51-22 – AUTHORIZING THE MAYOR TO EXECUTE A GRANT AWARD AGREEMENT TO PARTICIPATE IN THE OHIO DEPARTMENT OF NATURAL RESOURCES NATUREWORKS GRANT PROGRAM FOR VARIOUS PARK IMPROVEMENTS WITHIN VETERAN’S MEMORIAL PARK Mr. Cummins

Mr. Cummins advised in 2021 they made application to the NatureWorks program for a grant associated with improvements to what was previously the Kurtz Brothers property, an addition to Veteran’s Park. He said they were notified that the City is going to be awarded a partial award. Mr. Cummins stated they were asking for around \$98,000 and in the end were offered around \$42,000 as a partial award. He advised he spoke with the Administration, and it was agreed that would be acceptable and it came with the stipulation that the overall project would still be completed. Mr. Cummins said he believes all of that is in the works to be completed anyway so he did not see any objection to making that commitment. He stated in order to accept those funds, they require a formal contract to be executed so the legislation tonight would be an Ordinance authorizing the Mayor to enter into that contract and accept that partial award through the NatureWorks grant.

Mr. Fischer asked what specifically the funds were going to be used for at Veteran’s Memorial Park.

Mr. Cummins advised there is going to be a pavilion and some playground equipment, picnic tables, swing set, and benches all in the new park area, which is the former Kurtz Brothers property.

It was noted the new park is now known as Eagle Point Park.

Mr. Fischer asked if that is a separate park from Veteran’s Memorial Park.

Mr. Cummins clarified that at the time of the application, the park had not been named.

Mr. Gasior advised he was confused as Council has two agreements on this Ordinance. He said one is LORA 021C and one is LORA 044.

Mr. Cummins advised he believes this application is the 044 related to the NatureWorks grant.

Mr. Cummins said the City also made application through the State Capital Budget process through the State of Ohio for a grant award for this same park area and was awarded \$100,000 for improvements to that area. He stated that grant is also administered by the Ohio Department of Natural Resources, just as the NatureWorks grant is. Mr. Cummins advised there will be a second piece of legislation that he will be bringing for Council to consider for accepting that \$100,000 State Capital Budget grant award, but he has not had a chance to complete that as of yet.

Mr. Gasior advised he would be removing the agreement for the State Capital Budget grant because it is attached to this document as an exhibit.

Mayor Jensen asked if Mr. Cummins would be able to have the State Capital Budget grant legislation available for Council to consider next week.

Mr. Cummins advised he could have that State Capital Budget agreement available for consideration next week as well.

Mr. Gasior advised it was confusing, but with this legislation they were dealing with the NatureWorks grant which is the LORA 044 and that is the one he wants to have Council authorize and the Mayor to sign and it was 9 pages. He indicated he would go over it with Mr. Cummins after the meeting to be certain they get it all straightened out.

Mr. Gasior stated as the Mayor pointed out if they could get the other grant agreement ready for next week that it would be on next week's agenda as well. He said it is very similar and the same type of Ordinance, just a different agreement with the LORA 021C Capital Budget grant.

Mayor Jensen reminded Council that they have already approved the improvements that are to be made in the park so all the expenditures that will be coming through these Ordinances have already been budgeted so they would not need to amend the budget at all. He said the playground equipment is already there and the drainage is installed, and part of the fishing pier is already in place. Mayor Jensen reiterated that the funds were already encumbered so the Ordinance was for the City to be reimbursed.

Mr. Logan confirmed these grant awards were both considered reimbursement grants. He advised they have been paying for these improvement items and between the two grants, there will be approximately \$142,000 reimbursed to pay for most of the items mentioned along with the fishing pier and possibly the parking lot that was installed.

Mayor Jensen reiterated that Council already approved these expenses in the budget, and this was a way to pay back some of that money. He clarified this is not something that is being brought about quickly, but it is something that Council approved and was talked about before and the money was already budgeted and this is to get reimbursed.

Mr. Cummins advised Ms. Fechter shared with him the exhibits that ended up attached and now he understands what Mr. Gasior was referring to and he apologized that occurred as that was not his intent. He said he could revise the Exhibit A to only include the LORA 044 grant within it. Mr. Cummins advised regarding the LORA 021C that he would have that one as an Exhibit on the other piece of legislation as mentioned earlier.

8. REPORTS AND COMMENTS

MAYOR JENSEN asked Mr. Cummins to provide an update during his comments on the recent bid openings for the Jaycox Road repaving and the Shakespeare Lane repaving because he would request that the legislation be on next week's agenda if it is prepared in time.

Mr. Cummins advised they completed the review of recent bid openings earlier today and he could share a recommendation and the bid tabs during his final comments, and he could work on preparing the legislation if Council is agreeable to it being walked in or made available later this week. He confirmed that both of the low bidders are satisfactory companies and have done work in Avon before. Mr. Cummins felt it would only be helpful to do it sooner rather than later as long as Council does not object.

COUNCIL MEMBERS:

MRS. DEMALINE, WARD 1 was absent.

MRS. HOLTZMEIER, AT LARGE had no comments.

MR. MCBRIDE, WARD 2 was absent.

MR. MOORE, WARD 3 had no comments.

MR. RADCLIFFE, WARD 4 had no comments.

MR. WITHERSPOON, AT LARGE had no comments.

MR. FISCHER, AT LARGE inquired of Mr. Streator now that we are a couple of weeks into April as to how the mowing contractors are working out as he knows the contracts began on April 1st.

Mr. Streator advised the one contractor mowed late last week, which was the Police Department, Fire Department and Post Office area. He said he is anticipating the other contractors will be starting this week if the rain holds off. Mr. Streator advised the City is not billed if the contractor does not mow.

Mr. Fischer asked if the contractors notify the City when they mow and how is that verified.

Mr. Streator advised the Superintendent of Streets, Mr. Loeser, works with the mowing contractors and inspects each one.

Mr. Fischer inquired if the City salt trucks were out today because of the wintry weather.

Mr. Streator advised yes, the salt trucks unfortunately were out today, but just for the bridge decks around noon, and he hoped this was the last of the snow.

Mr. Fischer thanked Mr. Streator for those updates.

DIRECTORS/ADMINISTRATION:

MR. CUMMINS, CITY ENGINEER advised as Mayor Jensen noted, there were public bid openings on April 14, 2022 for two projects. He said the first project was the Jaycox Road South Resurfacing and they received six bids and the low bidder was Precision Paving Inc. Mr. Cummins advised Precision Paving has done projects in Avon prior and is a good contractor based on past experience and they will be his recommendation as lowest and best bidder. He said the bid came in under the construction engineers estimate by about ten percent. Mr. Cummins said he would have that legislation for Council next week as well.

Mr. Cummins advised the second project bid was the resurfacing of Shakespeare Lane and there were two bidders on that project which also were opened on April 14, 2022 with an engineer's estimate of \$328,260. He said the low bidder was Crossroads Asphalt Recycling Inc. and their low bid was \$342,124 which was about 5% over the engineer's estimate on that project. Mr. Cummins stated the second bidder was substantially higher at \$422,254. He advised Crossroads Asphalt had done a number of projects in town over the years and they are the company that did the Chester Road resurfacing between Jaycox Road and Nagel Road and the Industrial Parkway area last year. Mr. Cummins said Crossroads Asphalt will be his recommendation for the lowest and best bidder for the Shakespeare Lane resurfacing project and he will have that legislation for next week's agenda.

Mr. Fischer advised Ordinance No. 50-22 also included Shakespeare Lane for sewer rehabilitation and he asked if these projects would be coordinated together or would they affect one another.

Mr. Cummins advised they ended up not affecting one another as all of the work for the sewer rehabilitation is trenchless technology so there was the potential for a manhole to be in conflict but working with the Utilities Department that issue was worked around and these projects should not have any impact on each other.

MS. FECHTER, ECONOMIC DEVELOPMENT/PLANNING COORDINATOR advised she wanted to add into the record regarding Concord Village that she received a call from today from Dave Demer, a resident at 1423 Chateau Trail. She said this resident has the same concerns that Council and the Administration has heard from the other residents. Ms. Fechter stated this resident wanted to say that he would like to see more thoughtful open space, and visitor parking. Also, the road sweeper does not work when it is muddy but makes it worse. She advised the resident asked her to state that Concord Village could be a very nice community with additional landscaping and look like it is a luxury town home residential development as opposed to some other developments in the City. Ms. Fechter said she wanted to have that added to the record on the resident's behalf, but his comments pretty much mirror everything heard from the other residents.

MR. GASIOR, LAW DIRECTOR pointed out there is an agreement for assessment that was inserted into the packet for Council to look at and a memo from Council to the Avon Board of Zoning and Building Appeals, which he felt was self-explanatory.

MR. LOGAN, FINANCE DIRECTOR had no comments.

MR. STREATOR, SAFETY/PUBLIC SERVICE DIRECTOR advised April 30, 2022 is the spring Drug Take Back day that will be held at the Police Station on that Saturday morning. He said it is a drive-thru service that is provided for the residents to safely dispose of their unused prescription medications.

Mr. Streator advised beginning next week for most of the summer, 120 days, Case Road will be closed in North Ridgeville. He said when residents see signs at the corner of Case Road and Detroit Road for a detour it is because the County is replacing a culvert on Case Road almost to Center Ridge Road.

AUDIENCE:

Pat Jankowski of 1409 Hollow Wood Lane inquired who ordered the turf for the stadium.

Mr. Logan explained it is in the City's agreement that the City replaces the turf, but Mr. Kramig wants it and the current turf has been in place for twelve seasons.

9. EXECUTIVE SESSION: 8:59 p.m.

A motion was made by Mr. Moore and seconded by Mr. Radcliffe to Enter Into Executive Session for the Purpose of Discussing the Purchase of Real Estate and for the Purpose of Discussing the Threat of Imminent Litigation; and the vote was: Mrs. Holtzmeier, "yes"; Mr. Moore, "yes"; Mr. Radcliffe, "yes"; Mr. Witherspoon, "yes"; Mr. Fischer, "yes".

The vote was 5 for and 0 against and the Chair declared the motion passed.

10. RECONVENE: 9:24 p.m.

A motion was made by Mr. Moore and seconded by Mr. Radcliffe to Reconvene the Work Session of Council; and the vote was: Mr. Moore, "yes"; Mr. Radcliffe, "yes"; Mr. Witherspoon, "yes"; Mrs. Holtzmeier, "yes"; Mr. Fischer, "yes".

The vote was 5 for and 0 against and the Chair declared the motion passed.

11. ADJOURN: 9:25 p.m.

There being no further business, the Work Session of Council was adjourned.

PASSED: _____

SIGNED BY: _____
Brian Fischer, Council President

ATTEST: _____
Barbara Brooks, Clerk of Council