

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

ORDINANCE 2023-141

INTRODUCED BY: Scott Wolf
SECONDED BY: Dennis Kovach

AN ORDINANCE ACCEPTING AN EASEMENT, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, FROM 251 WEST GARFIELD LLC FOR THE PURPOSE OF CONSTRUCTING A SIDEWALK AT 251 WEST GARFIELD ROAD

WHEREAS, the city desires to accept an easement from 251 West Garfield LLC, substantially in the form attached hereto, for the purpose of constructing a sidewalk at 251 West Garfield Road;

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby accepts an easement, substantially in the form attached hereto, from 251 West Garfield LLC for the purpose of constructing a sidewalk at 251 West Garfield Road.

Section 2. It is hereby 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 any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023
Effective: December 6, 2023 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest: Marie Lawrie
Marie Lawrie, Clerk of Council

Approved as to legal form by: Dean DePiero
Dean DePiero, Director of Law

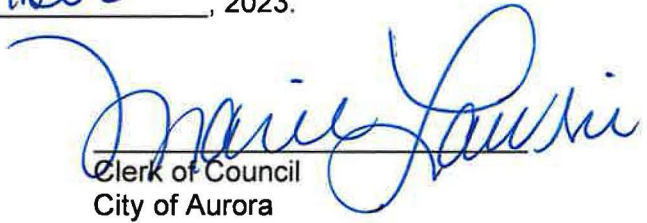
CERTIFICATE OF POSTING

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of November, 2023.

Signed this 7 Day of November, 2023.


Clerk of Council
City of Aurora

2023-141

J

**EASEMENT
CITY OF AURORA**

THIS EASEMENT AGREEMENT (Easement) is made as of this ____ day of _____, 2023, by and between 251 West Garfield LLC ("Grantor") and the CITY OF AURORA, an Ohio municipal corporation, ("Grantee") pursuant to Ordinance 2023-____ passed _____, 2023.

WITNESSETH:

WHEREAS, Grantor desires to grant an easement for the purpose of constructing a sidewalk, which construction easement shall cover that portion of the Property described in EXHIBIT "A" (hereinafter "Easement Premises").

NOW THEREFORE, in consideration of the premises, the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Granting of Easement:** For valuable consideration the Grantor does hereby grant to the Grantee, its contractors, employees, agents, or assigns, a perpetual easement for the purpose of constructing a sidewalk for pedestrian use.

2. **Easement Premises:** Located in the City of Aurora, Parcel No.03-018-00-00-033-001, said easement being more fully described in the legal description and graphical representation attached hereto as Exhibit "A" and made part hereof as if fully written herein.

3. **References:** Grantor and Grantee agree that all references to either party in this instrument shall include that party and the party's heirs, administrators, successors and/or agents, employees, contractors or assigns.

4. **Consideration:** In consideration of the mutual covenants contained herein, the Grantor hereby grants and conveys unto the Grantee the right and easement to enter upon the premises; to make all improvements as the Grantee deems to be necessary or advisable.

In consideration of acceptance of the perpetual easement by the Grantee, the Grantee agrees to use the easement in conformance with the Codified Ordinances of the City of Aurora and general Ohio law.

5. **Construction and Maintenance:**

(a) Grantee shall be solely and fully responsible for any cost and/or expense incurred in connection with the construction of said sidewalk.

(b) Grantee shall have the right to remove any trees or other foliage within the Easement Premises which removal is necessary to affect Grantee's rights and obligations hereunder. Grantee agrees to restore the surface of the land, driveways and landscaping within the Easement Premises

2023-141 J

if same is affected by any Work.

(c) After construction of said sidewalk Grantee agrees to conduct routine maintenance and repairs on said sidewalk..

6. **Alteration of Premises:** If the Grantee desires to alter the premises in any way other than that which is necessary to construct a sidewalk, it must obtain prior written approval of the Grantor.

7. **Fee Simple Title:** Grantor covenants with Grantee that Grantor is the owner of the Easement Area described above and has full power to convey the rights conveyed by this Easement. The Grantor covenants with the Grantee that they are well seized of an easement interest in the premises and have a right to grant and convey the premises in the manner and form above written. The Grantor further covenants that they will warrant and defend the premises with the appurtenances thereunto belonging to the Grantee against all lawful claims and demands whatsoever for the purposes described herein.

TO HAVE AND TO HOLD, the above granted easement, for the purposes described above, unto the Grantee.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands at Aurora, Ohio this 8 day of September, 2023.

Signed in the Presence of:



251 West Garfield LLC


STATE OF OHIO

SS

COUNTY OF PORTAGE

Before me, a Notary Public in and for said County and State, personally appeared the above-named Michael Dicesare on behalf of 251 West Garfield LLC, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed, personally and as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Aurora, Ohio this 8 day of September, 2023.



Notary Public



SAMANTHA M. MCCOY
Notary Public, State of Ohio
My Commission Expires
November 22, 2026

2023-141

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Signed in the Presence of:

By: _____
Ann Womer Benjamin, Mayor
City of Aurora
pursuant to Ordinance No. 2023-_____
passed _____, 2023.

STATE OF OHIO

SS

COUNTY OF PORTAGE

Before me, a Notary Public in and for said County and State, personally appeared the above-named, Ann Womer Benjamin, Mayor of the City of Aurora, who acknowledged that she did sign the foregoing instrument and that the same is her free act and deed, personally and as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Aurora, Ohio this _____ day of _____, 2023.

Notary Public

This Instrument Prepared By:

Dean DePiero, Law Director
City of Aurora
130 S. Chillicothe Road
Aurora, OH 44202

This legal form of the within
instrument is hereby approved
as to form and correctness:

Dean DePiero, Law Director

2023-141

j

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: DEPARTMENT OF PUBLIC SERVICES

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

The Mayor is requesting an ordinance accepting an easement between the City of Aurora and 251 West Garfield, LLC for the purpose of constructing a sidewalk at 251 West Garfield Road (Parcel No. 03-018-00-00-033-001) on West Garfield Road for public use.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 12/7/2023

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 9/25/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/9/2023

10.9.23 1st Read
10.23.23 2nd Read
11.6.23 ADOPTED 8-0

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☐ Yes ☒ No

IF YES, WHY? (TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

NA

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

Easement

WORKSHEET PREPARED BY: SAMANTHA MCCOY

APPROVED BY: HARRY STARK

MAYOR APPROVAL:

Ann Homer Berg
9/19/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

ORDINANCE 2023-142

INTRODUCED BY: Scott Wolf

SECONDED BY: Brad Dugan

AN ORDINANCE ACCEPTING FOR DEDICATION THE ROADWAYS, WATERMAINS, STORM SEWERS AND SANITARY SEWERS LOCATED WITHIN THE RIGHT-OF-WAY AND DEDICATED EASEMENTS WITHIN THE HAWTHORN SUBDIVISION, PHASE 6A (NANCY DRIVE AND JOSEPH DRIVE)

WHEREAS, all work has been completed and a maintenance bond will be obtained upon acceptance of the infrastructure;

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby accepts for dedication the roadways, watermains, storm sewers and sanitary sewers located within the right-of-way and dedicated easements within the Hawthorn Subdivision Phase 6A (Nancy Drive and Joseph Drive).

Section 2. It is hereby 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 any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023

Effective: December 6, 2023 By: Ann H. Womer Benjamin
Ann Womer Benjamin, Mayor

Attest: Marie Lawrie
Marie Lawrie, Clerk of Council

Approved as to legal form by: Dean DePiero
Dean DePiero, Director of Law


CERTIFICATE OF POSTING

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

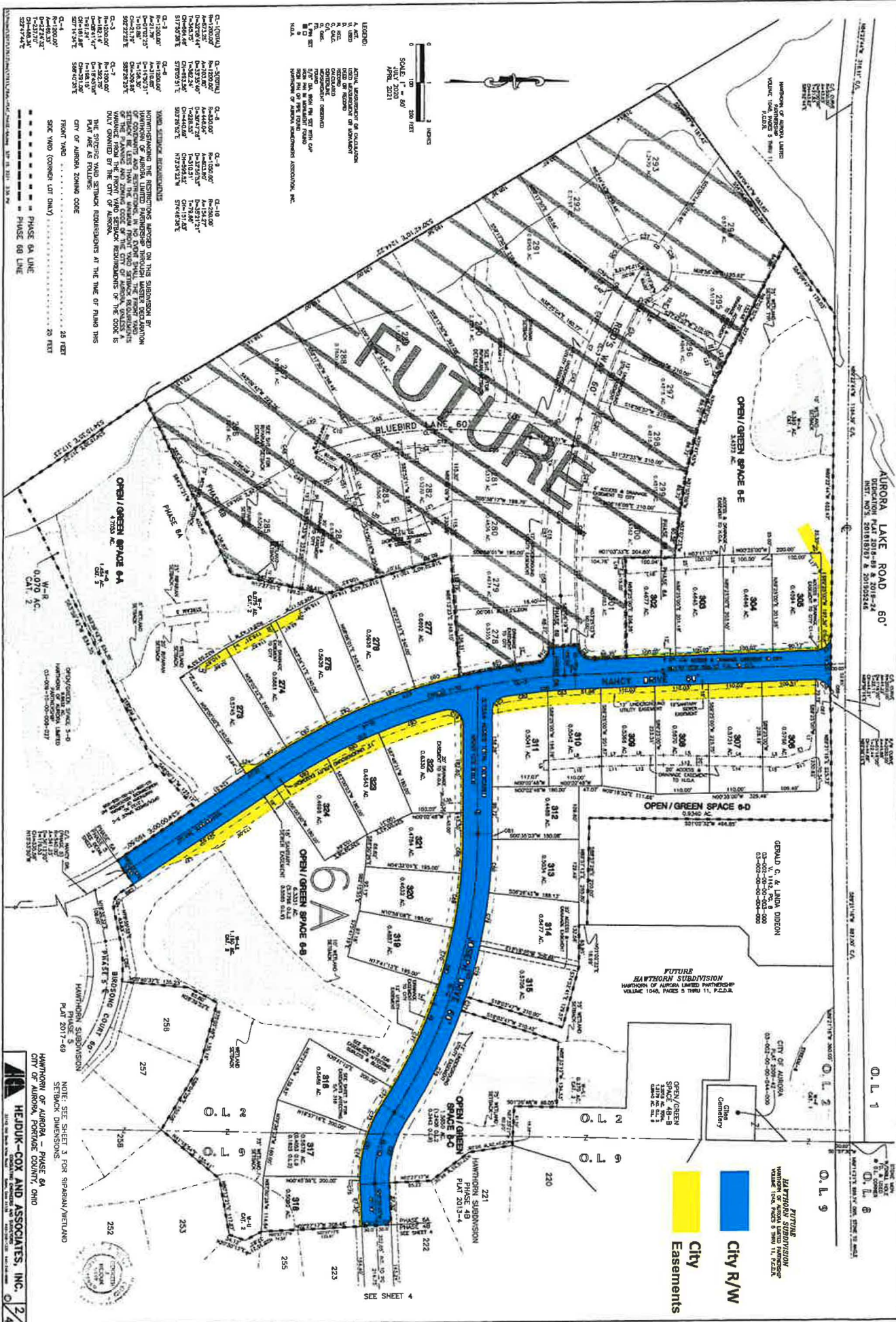
- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of November, 2023.

Signed this 7 Day of November, 2023.


Clerk of Council
City of Aurora

Plot 2021-51



2023-142

i.

LEGISLATIVE ACTION WORKSHEET1. DEPARTMENT OR SPONSOR: Department of Public Services

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

The Mayor is requesting an ordinance accepting dedication of the roadways, watermain, storm sewers and sanitary sewers located within the right-of-way and dedicated easements within the Hawthorn Subdivision, Phase 6A (Nancy Drive and Joseph Drive). All work will be completed and a maintenance bond will be obtained upon acceptance of the infrastructure.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 12/7/20234. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 9/25/20235. DATE TO APPEAR ON COUNCIL AGENDA: 10/9/20236. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☐ Yes ☒ No

IF YES, WHY? (TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

ExhibitWORKSHEET PREPARED BY: Samantha McCoyAPPROVED BY: Harry Stark

MAYOR APPROVAL:

from Mayor [Signature]
9/19/23

10.9.23 1st Read
10.23.23 2nd Read
11.6.23
ADOPTED
80

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

ORDINANCE 2023-145

INTRODUCED BY:

Brad Dugan

SECONDED BY:

Scott Wolf

AN ORDINANCE ACCEPTING THE PROPOSAL OF, AND AUTHORIZING THE MAYOR TO ENTER INTO A FIVE-YEAR CONTRACT WITH FLOCK SAFETY IN THE AMOUNT OF \$17,500.00 PER YEAR FOR A TOTAL COST NOT TO EXCEED \$87,500.00 FOR THE FIVE-YEAR TERM TAKING THE NECESSARY FUNDS FROM THE GENERAL FUND (01) AND THE DRUG FINES E&E FUND (46) AND DECLARING AN EMERGENCY TO LOCK IN PRICING PRIOR TO THE EXPIRATION OF THE CURRENT CONTRACT

WHEREAS, the city received a quotation from Flock Safety for a five-year term contract in the amount of \$17,500.00 per year for a total contract cost not to exceed \$87,500.00 for their license plate reader system; and

WHEREAS, it is in the best interests of the city to accept this quotation without advertising for bids; and

WHEREAS, the necessary funds shall be taken from the General Fund (01) and the Drug Fines E&E Fund (46);

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby authorizes the Mayor to accept the quotation of and enter into a five-year contract with Flock Safety in the amount of \$17,500 per year for a total cost not to exceed \$87,500.00 for the five-year term.

Section 2. City Council finds it to be in the best interests of the city to accept the quotation of Flock Safety without advertising for bids.

Section 3. the necessary funds shall be taken from the General Fund (01) and the Drug Fines E&E Fund (46).

Section 4. It is hereby 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 any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of this municipality and for the further reason to avoid a lapse in service. Wherefore, provided it receives an affirmative vote of six or more of the members elected to this Council, this Ordinance shall take effect and be in force immediately upon its passage by Council and approval of the Mayor; otherwise, it shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023
Effective: November 7, 2023 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest: Marie Lawrie
Marie Lawrie, Clerk of Council

Approved as to legal form by: Dean DePiero
Dean DePiero, Director of Law

CERTIFICATE OF POSTING

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of November, 2023.

Signed this 7 Day of November, 2023.

Marie Lawrie
Clerk of Council
City of Aurora

2023-145 C.

MEMORANDUM

To: Members of Council
From: Chief Brian Byard
Date: October 3, 2023
CC: Mayor/Law Director
Subject: Flock Safety Contract Agreement

The police Department utilizes Flock Safety as a premier investigative resource. We are requesting to enter into a five-year agreement and continue services with Flock Safety at an annual cost of \$17,500.00. The total cost of the five year agreement is \$87,500.00 however there is no cancellation penalty if we choose to terminate the contract early.

Thank you for your consideration in this matter.

flock safety

Flock Safety + OH - Aurora PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Darwin Aldrich
darwin.aldrich@flocksafety.com
7702312603

- Lemon Pricing went from 2,500 - 3,000 in April
- Contact Kim
- Would have to look in existing policy by the end of the year

2023-145

C.

C.

2023-145

flock safety

EXHIBIT A ORDER FORM

Customer: OH - Aurora PD
Legal Entity Name: OH - Aurora PD
Accounts Payable Email: byardb@auroraoh.com
Address: 100 South Aurora Rd. Aurora, Ohio 44202

Initial Term: 60 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual Plan - First Year Invoiced at Signing.
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$17,500.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	7	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	\$17,500.00
Annual Recurring Subtotal:	\$17,500.00
Discounts:	\$17,500.00
Estimated Tax:	\$0.00
Contract Total:	\$87,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "Renewal Term") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

C.

2023-145

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description**Package: Essentials**

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

Billing Schedule

C.
2023-145

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$17,500.00
Annual Recurring after Year 1	\$17,500.00
Contract Total	\$87,500.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$17,500.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

2023-145

C.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: OH - Aurora PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

2023-145 C.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: POLICE

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

The Aurora Police Department is seeking to enter into a five year agreement with Flock Safety to guarantee fixed pricing over the next five years. The current annual cost is \$17,500.00 which will remain at a fixed rate through the year 2028, or until the contract is terminated.

Flock Safety manages the current license plate readers and the storage of said data.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): November 7, 2023

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: October 09, 2023

5. DATE TO APPEAR ON COUNCIL AGENDA: October 09, 2023

6. READINGS – COUNCIL ACTION ON: FIRST SECOND X THIRD

10.9 1ST Read
10.23 2ND Read
11.4 ADOPTED 8-0

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? X Yes IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

To lock in existing pricing prior to contract expiration.

8. ARE FUNDS NEEDED? X Yes ☐ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? X Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

Fund 0101 & Fund 46

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: Chief Brian Byard Date: 10/03/2023 APPROVED BY: Chief Brian Byard

MAYOR APPROVAL: [Signature] 10/4/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-146

INTRODUCED BY:

John Kudley, Jr.

SECONDED BY:

Scott Wolf

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MS. DEBORAH DAVIS TO AURORA'S TREE COMMISSION FOR THE TERM ENDING DECEMBER 31, 2027

WHEREAS, Ms. Deborah Davis' term on the Aurora Tree Commission expires December 31, 2023; and

WHEREAS, the Mayor has reappointed Ms. Deborah Davis to Aurora's Tree Commission for a term ending December 31, 2027, and has asked Council's confirmation of this reappointment; and

WHEREAS, Council desires to confirm this reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby confirms the Mayor's reappointment of Ms. Deborah Davis to Aurora's Tree Commission for the term ending December 31, 2027.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023

Approved: Nov. 7, 2023

Effective: December 6, 2023

By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 17 Day of November, 2023.


Clerk of Council
City of Aurora

2023-144 d.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: MAYOR

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MS. DEBORAH DAVIS TO

MEMBERSHIP ON AURORA'S TREE COMMISSION FOR THE TERM ENDING DECEMBER 31, 2027.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/2024

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 10/09/2023

10.23.2023 1st Read
11.4 2nd Read
11.20 ADOPTED
8-0

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/23/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: KRISTINE ALLEN

APPROVED BY: _____

MAYOR APPROVAL: _____

Ann Horner Beig
10/4/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-147

INTRODUCED BY: John Kudley, Jr.

SECONDED BY: Dennis Kovach

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. ROB SWANEY TO AURORA'S TREE COMMISSION FOR THE TERM ENDING DECEMBER 31, 2027

WHEREAS, Mr. Rob Swaney's term on the Aurora Tree Commission expires December 31, 2023; and

WHEREAS, the Mayor has reappointed Mr. Rob Swaney to Aurora's Tree Commission for a term ending December 31, 2027, and has asked Council's confirmation of this reappointment; and

WHEREAS, Council desires to confirm this reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby confirms the Mayor's reappointment of Mr. Rob Swaney to Aurora's Tree Commission for the term ending December 31, 2027.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023
Effective: December 6, 2023 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**


I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 17 Day of November, 2023.


Clerk of Council
City of Aurora

2023-147

e.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: MAYOR

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. ROB SWANEY TO

MEMBERSHIP ON AURORA'S TREE COMMISSION FOR THE TERM ENDING DECEMBER 31, 2027.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/2024

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 10/09/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/23/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: KRISTINE ALLEN

APPROVED BY: _____

MAYOR APPROVAL: _____

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

10.23.23 1ST Read
11.9 2nd Read
11.20 ADOPTED
8-0

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-148

INTRODUCED BY: John Kudley, Jr.
SECONDED BY: Dennis Kovach

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MS. KIM PEASE TO AURORA'S TREE COMMISSION FOR THE TERM ENDING DECEMBER 31, 2027

WHEREAS, Mr. Kim Pease's term on the Aurora Tree Commission expires December 31, 2023; and

WHEREAS, the Mayor has reappointed Ms. Kim Pease to Aurora's Tree Commission for a term ending December 31, 2027, and has asked Council's confirmation of this reappointment; and

WHEREAS, Council desires to confirm this reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby confirms the Mayor's reappointment of Ms. Kim Pease to Aurora's Tree Commission for the term ending December 31, 2027.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023
Effective: December 6, 2023 By: Ann H. Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**

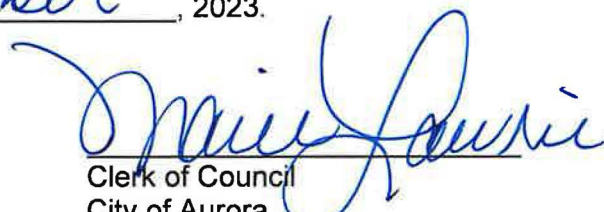
I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.


Clerk of Council
City of Aurora

2023-148

f.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: MAYOR

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MS. KIM PEASE TO

MEMBERSHIP ON AURORA'S TREE COMMISSION FOR THE TERM ENDING DECEMBER 31, 2027.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/2024

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 10/09/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/23/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: KRISTINE ALLEN

APPROVED BY: _____

MAYOR APPROVAL: _____

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

10/23 1st Read
11/6 2nd Read
11/20 ADOPTED
8-0

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-149

INTRODUCED BY: John Kudley, Jr.
SECONDED BY: Brad Dugway

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. JOEL SNIDER TO MEMBERSHIP ON AURORA'S EARNED INCOME TAX BOARD OF REVIEW FOR THE TERM ENDING DECEMBER 31, 2026

WHEREAS, Mr. Joel Snider's term on the Aurora Earned Income Tax Board of Review expires December 31, 2023; and

WHEREAS, the Mayor has reappointed Mr. Joel Snider to membership on Aurora's Earned Income Tax Board of Review for a term ending December 31, 2026 and has asked Council's confirmation of this reappointment; and

WHEREAS, Council desires to confirm this reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that;

Section 1. City Council hereby confirms the Mayor's reappointment of Mr. Joel Snider to membership on Aurora's Earned Income Tax Board of Review for the term ending December 31, 2026.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. The Resolution shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023
Effective: December 6, 2023 By: Ann H. Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**

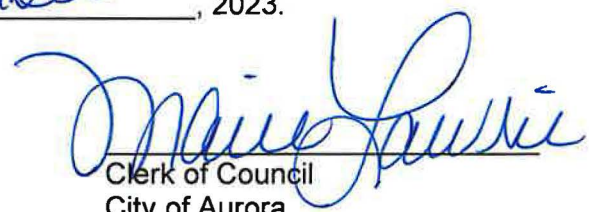
I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.


Clerk of Council
City of Aurora

2023-149 9.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: MAYOR

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. JOEL SNIDER TO

MEMBERSHIP ON AURORA'S EARNED INCOME TAX BOARD OF REVIEW FOR THE TERM ENDING

DECEMBER 31, 2026.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/2024

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 10/09/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/23/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: KRISTINE ALLEN

APPROVED BY: _____

MAYOR APPROVAL: *Amey Norment*

10/4/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

10/23 1st Read
11/6 2nd Read
11/20 ADOPTED
8-0

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-150

INTRODUCED BY:

SECONDED BY:

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. MICHAEL HYDELL TO MEMBERSHIP ON AURORA'S EARNED INCOME TAX BOARD OF REVIEW FOR THE TERM ENDING DECEMBER 31, 2026

WHEREAS, Mr. Michael Hydell's membership on the Aurora Earned Income Tax Board of Review expires on December 31, 2023; and

WHEREAS, the Mayor has reappointed Mr. Michael Hydell to membership on Aurora's Earned Income Tax Board of Review for a term ending December 31, 2026 and has asked Council's confirmation of this reappointment; and

WHEREAS, Council desires to confirm this reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that;

Section 1. City Council hereby confirms the Mayor's reappointment of Mr. Michael Hydell to membership on Aurora's Earned Income Tax Board of Review for the term expiring December 31, 2026.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. The Resolution shall take effect and be in force after the earliest time provided by law.

Adopted:

November 6, 2023

Approved:

Nov. 7, 2023

Effective:

December 6, 2023

By:

Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**

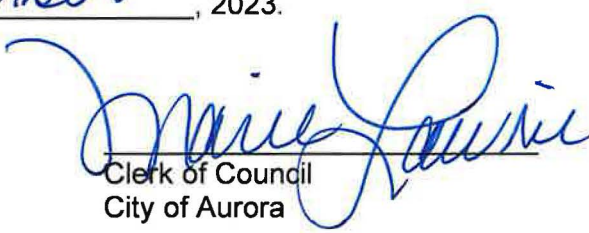
I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.


Clerk of Council
City of Aurora

2023-150 h.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: MAYOR

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. MICHAEL HYDELL TO

MEMBERSHIP ON AURORA'S EARNED INCOME TAX BOARD OF REVIEW FOR THE TERM ENDING

DECEMBER 31, 2026.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/2024

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 10/09/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/23/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

10/23 1ST Read
11/6 2nd Read
11/20 ADOPTED 8-0

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: KRISTINE ALLEN

APPROVED BY: _____

MAYOR APPROVAL: [Signature]

10/4/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-151

INTRODUCED BY:

John Kudley Jr.

SECONDED BY:

Dennis Kovach

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. FRANK VITALE TO AURORA'S AUDIT COMMITTEE FOR THE TERM ENDING DECEMBER 31, 2025

WHEREAS, Mr. Frank Vitale's term on the Aurora Audit Committee expires December 31, 2023; and

WHEREAS, the Mayor has reappointed Mr. Frank Vitale to the Audit Committee for a term ending December 31, 2025, and has asked Council's confirmation of this reappointment; and

WHEREAS, Council desires to confirm this reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that;

Section 1. City Council hereby confirms the Mayor's reappointment of Mr. Frank Vitale to the Audit Committee for the term expiring December 31, 2025.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. The Resolution shall take effect and be in force after the earliest time provided by law.

Adopted:

November 6, 2023

Approved:

Nov. 7, 2023

Effective:

December 6, 2023

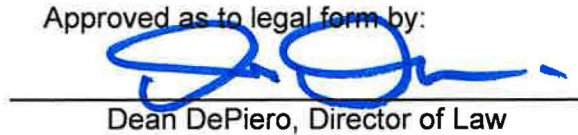
By:

Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**


I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 17 Day of November, 2023.


Clerk of Council
City of Aurora

2023-151

i.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: MAYOR

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. FRANK VITALE TO

MEMBERSHIP ON AURORA'S AUDIT COMMITTEE FOR THE TERM ENDING DECEMBER 31, 2025.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/2024

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 10/09/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/23/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

10.23 1st Read
11.4 2nd Read
H-20 ADOPTED
8-0

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: KRISTINE ALLEN

APPROVED BY: _____

MAYOR APPROVAL: _____

Frank J. Vitale
10/4/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-152

INTRODUCED BY:

John Kudley, Jr.

SECONDED BY:

Brad Dugan

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. BRUCE GEIER TO AURORA'S AUDIT COMMITTEE FOR THE TERM ENDING DECEMBER 31, 2025

WHEREAS, Mr. Bruce Geier's term on the Aurora Audit Committee ends December 31, 2023; and

WHEREAS, the Mayor has reappointed Mr. Bruce Geier to the Audit Committee for a term ending December 31, 2025, and has asked Council's confirmation of this reappointment; and

WHEREAS, Council desires to confirm this reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that;

Section 1. City Council hereby confirms the Mayor's reappointment of Mr. Bruce Geier to the Audit Committee for the term expiring December 31, 2025.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. The Resolution shall take effect and be in force after the earliest time provided by law.

Adopted:

November 6, 2023

Approved:

Nov. 7, 2023

Effective:

December 6, 2023

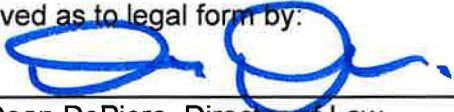
By:

Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**


I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
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- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 17 Day of November, 2023.


Clerk of Council
City of Aurora

2023-152

j.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: MAYOR

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. BRUCE GEIER TO

MEMBERSHIP ON AURORA'S AUDIT COMMITTEE FOR THE TERM ENDING DECEMBER 31, 2025.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/2024

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 10/09/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/23/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: KRISTINE ALLEN

APPROVED BY: _____

MAYOR APPROVAL: *from Mayor Geier*

10/4/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

10/23 1st Read
11/4 2nd Read
11/20 ADOPTED
8-0

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-153

INTRODUCED BY: John Kudley, Jr.

SECONDED BY: Dennis Kovach

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. ANTHONY GRAMM TO AURORA'S BOARD OF ZONING APPEALS FOR THE TERM ENDING DECEMBER 31, 2027

WHEREAS, Mr. Anthony Gramm's term on the Aurora Board of Zoning Appeals expires December 31, 2023; and

WHEREAS, the Mayor has reappointed Mr. Anthony Gramm to Aurora's Board of Zoning Appeals, for the term ending December 31, 2027, and has asked Council's confirmation of this reappointment; and

WHEREAS, City Council desires to confirm that reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby confirms the Mayor's reappointment of Mr. Anthony Gramm to Aurora's Board of Zoning Appeals, for a term expiring December 31, 2027.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023
Effective: December 6, 2023 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**

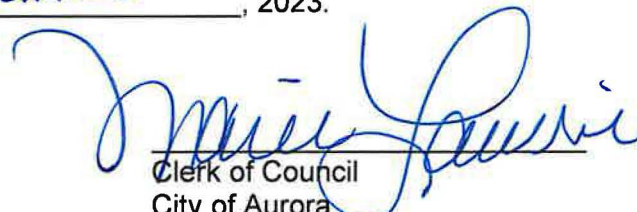
I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.


Clerk of Council
City of Aurora

2023-153 K.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: MAYOR

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

**A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. ANTHONY GRAMM TO
MEMBERSHIP ON AURORA'S BOARD OF ZONING APPEALS FOR THE TERM ENDING DECEMBER
31, 2027.**

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): **01/01/2024**

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: **10/09/2023**

5. DATE TO APPEAR ON COUNCIL AGENDA: **10/23/2023**

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: KRISTINE ALLEN

APPROVED BY: _____

MAYOR APPROVAL: 

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-154

INTRODUCED BY:

John Kudley, Jr.

SECONDED BY:

Brad Duquay

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. JIM MAULIS TO AURORA'S PLANNING COMMISSION FOR THE TERM ENDING DECEMBER 31, 2027

WHEREAS, Mr. Jim Maulis' term on the Aurora Planning Commission expires December 31, 2023; and

WHEREAS, the Mayor has reappointed Mr. Jim Maulis to the Planning Commission, for a term ending December 31, 2027, and has asked Council's confirmation of this reappointment; and

WHEREAS, Council desires to confirm this reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that;

Section 1. City Council hereby confirms the Mayor's reappointment of Mr. Jim Maulis to the Planning Commission for the term ending December 31, 2027.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. The Resolution shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023

Approved: Nov. 7, 2023

Effective: December 6, 2023

By: Ann H. Womer Benjamin

Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**

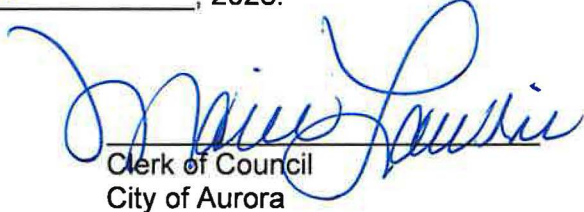
I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the five (5) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.


Clerk of Council
City of Aurora

2023-154 L.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: MAYOR

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. JIM MAULIS TO

MEMBERSHIP ON AURORA'S PLANNING COMMISSION FOR THE TERM ENDING DECEMBER 31, 2027.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/2024

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 10/09/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/23/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: KRISTINE ALLEN

APPROVED BY: _____

MAYOR APPROVAL: _____

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

ORDINANCE 2023-158

INTRODUCED BY: Dennis Kovach

SECONDED BY: Scott Wolf

AN ORDINANCE REVISING AND INCREASING, EFFECTIVE JANUARY 1, 2024, VARIOUS RATES AND CHARGES ASSESSED BY AURORA, INCLUDING THOSE CONTAINED IN CHAPTERS 921 (SANITARY SEWER REGULATIONS), 925 (WATER), 951 (AURORA CEMETERY), AND 1101 (SUBDIVISION AND SITE DEVELOPMENT REGULATIONS) OF AURORA'S CODE OF ORDINANCES, AMENDING AURORA'S CODE OF ORDINANCES TO REFLECT COST OF LIVING INCREASES IN PRICES OCCURRING GENERALLY AND DECLARING AN EMERGENCY IN ORDER TO SET FEES BY JANUARY 1, 2024

WHEREAS, the city maintains a series of different rates and charges, both in its Codified Ordinances and elsewhere, which it charges consumers in various situations; and

WHEREAS, the Cost of Living Adjustment as published by the Social Security Administration, from the conclusion of the third quarter of 2022 to the end of the third quarter 2023, reflected a 3.2% increase for the past year, ending as of the third quarter; and

WHEREAS, City Council desires to revise, amend and increase those charges to reflect these price increases amending, in accordance with said cost of living adjustment, Aurora's Code of Ordinances;

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that;

Section 1. The following provisions of Aurora's Code of Ordinances are amended as follows:

Sanitary Sewer Codified Ordinances	Current Rate	2024 New Rate
921.04(b)(1)(A)	\$9,034.00	\$9,323.00
921.04(b)(1)(B)	\$122.00	\$126.00
Walden Connection Fee (Sewer)	\$6,816.00	\$7,034.00

Water Codified Ordinances	Current Rate	2024 New Rate
Section 925.02(a)(1)	\$4,276.00	\$4,413.00
Section 925.02(a)(3)	\$91.00	\$94.00
Section 925.12 Residential Use During Construction	\$94.00	\$97.00

Section 925.12 Commercial use During Construction	\$190.00	\$196.00
Section 912.12 Industrial Use During Construction	\$190.00	\$196.00
Section 925.12 Water Inspection Fee	\$51.00	\$52.00
Water Installation	\$677.00	\$699.00
Front Footage Charge (Water)	\$91.00	\$94.00

Water Utilization Charge	Current Rate	2024 New Rate
Utilization Charge, 3/4"	\$4,276.00	\$4,413.00
Utilization Charge, 1"	\$5,987.00	\$6,178.00
Utilization Charge, 1 1/2"	\$11,546.00	\$11,915.00
Utilization Charge, 2"	\$17,533.00	\$18,093.00
Utilization Charge, 3"	\$35,067.00	\$36,187.00
Utilization Charge, 4"	\$52,600.00	\$54,280.00
Utilization Charge, 6"	\$78,687.00	\$81,199.00
Utilization Charge, 8"	\$156,946.00	\$161,957.00

Cemetery Codified Ordinances Section 951.01	Current Rate	2024 New Rate
Adult Interment Resident	\$646.00	\$666.00
Adult Interment Non-Resident	\$1,126.00	\$1,162.00
Infant Interment Resident	\$184.00	\$190.00
Infant Interment Non-Resident	\$373.00	\$385.00
Lots Resident	\$646.00	\$666.00
Lots Non-Resident	\$1,126.00	\$1,162.00
Mon. Foundation (per sq. ft.)	\$101.00	\$105.00
Gravel Foundation (per sq. ft.)	\$53.00	\$55.00
Precast Foundation (per sq. ft.)	\$59.00 + \$73.00	\$61.00 + \$75.00
Min. Chg. Foundation	\$158.00	\$163.00
Dis-interment	\$923.00	\$953.00
Ash Interment Resident	\$184.00	\$190.00
Ash Interment Non-Resident	\$373.00	\$385.00
*Prior Resident and Owned Lots	\$646.00	\$666.00
**Plus Materials		
***Prior Resident and Owned Lots	\$189.00	\$195.00

Impact Fee Codified Ordinances	Current Rate	2024 New Rate
Section 1101.10	\$1,126.00	\$1,162.00

Section 2. It is hereby 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 any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of this municipality and for the further reason in order to set fees by January 1, 2023. Wherefore, provided it receives an affirmative vote of six or more of the members elected to this Council, this Ordinance shall take effect and be in force immediately upon its passage by Council and approval of the Mayor; otherwise, it shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023Approved: Nov. 7, 2023Effective: November 7, 2023By: Ann H. Womer Benjamin

Ann Womer Benjamin, Mayor

Attest:

Marie Lawrie
Marie Lawrie, Clerk of Council

Approved as to legal form by:

Dean DePiero
Dean DePiero, Director of Law**CERTIFICATE OF POSTING**

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day ofNovember, 2023.Signed this 7 Day of November, 2023.Marie Lawrie
Clerk of Council
City of Aurora

2023-158

d.

Sanitary Sewer Codified Ordinances	Current Rate	2024 New Rate
921.04(b)(1)(A)	\$9,034.00	\$9,323.00
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**Dis-interment	\$923.00	\$953.00
***Ash Interment Resident	\$184.00	\$190.00
Ash Interment Non-Resident	\$373.00	\$385.00
*Prior Resident and Owned Lots	\$646.00	\$666.00
**Plus Materials		
***Prior Resident and Owned Lots	\$189.00	\$195.00

Impact Fee Codified Ordinances	Current Rate	2024 New Rate
Section 1101.10	\$1,126.00	\$1,162.00

d.

LEGISLATIVE ACTION WORKSHEET

2023-158

1. DEPARTMENT OR SPONSOR: Finance

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

As required by our code, various rates and charges assessed by the City of Aurora need to be

Increased to reflect an increase in the cost of living, as reflected by the Social Security

Administration's 3.2% increase from the conclusion of the third quarter of 2022 to the end of the
third quarter in 2023.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 11/14/2023

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 10/23/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/23/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☒ SECOND ☐ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☒ Yes ☐ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

Legislation needs to be effective early enough for the new fee rates to be set in our systems for the
2024 calendar year.

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: Timothy Clymer

APPROVED BY: Timothy Clymer

MAYOR APPROVAL: Ann Womack

10/18/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

10.23.23 1ST Read
11.23.23 Vote
ADOPTED 8-0

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

ORDINANCE 2023-159

INTRODUCED BY: Dennis Kovach

SECONDED BY: Scott Wolf

AN ORDINANCE ACCEPTING THE PROPOSAL OF AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ZONECO., LLC IN THE AMOUNT OF \$148,330.00 TO EVALUATE, UPDATE, REWRITE AND MODERNIZE THE CITY'S EXISTING ZONING CODE AND SUBDIVISION REGULATIONS, TAKING THE NECESSARY FUNDS FROM THE CAPITAL IMPROVEMENT FUND AND DECLARING AN EMERGENCY TO BEGIN THE CODE REWRITE AS SOON AS POSSIBLE

WHEREAS, ZoneCo., LLC submitted a proposal in the amount of \$148,330.00 to evaluate, update, rewrite and modernize the city's existing zoning code and subdivision regulations; and

WHEREAS, it is in the best interests of the city to accept this proposal without advertising for bids; and

WHEREAS, the necessary funds shall be taken from the Capital Improvement Fund (60);

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby authorizes the Mayor to accept the proposal of, and enter into a contract with ZoneCo, LLC in the amount of \$148,330.00 to evaluate, update, rewrite and modernize the city's existing zoning code and subdivision regulations.

Section 2. City Council finds it to be in the best interests of the city to accept the proposal of ZoneCo, LLC without advertising for bids.

Section 3. The necessary funds shall be taken from the Capital Improvement Fund (60).

Section 4. It is hereby 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 any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of this municipality and for the further reason to begin the code rewrite as soon as possible. Wherefore, provided it receives an affirmative vote of six or more of the members elected to this Council, this Ordinance shall take effect and be in force immediately upon its passage by Council and approval of the Mayor; otherwise, it shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023Approved: Nov. 7, 2023Effective: November 7, 2023By: Ann H. Womer Benjamin

Ann Womer Benjamin, Mayor

Attest:

Marie Lawrie
Marie Lawrie, Clerk of Council

Approved as to legal form by:

Dean DePiero
Dean DePiero, Director of Law**CERTIFICATE OF POSTING**

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day ofNovember, 2023.Signed this 17 Day of November, 2023.Marie Lawrie
Clerk of Council
City of Aurora

Cover Letter

e.

2023-159

The team of ZoneCo and OHM Advisors is excited about the opportunity to provide consulting services for the Aurora Zoning and Subdivision Ordinance updates and we thank you for your time in reviewing our proposal.

ZoneCo's core service is modernizing and auditing zoning and subdivision codes. We are unique in our marriage of law and planning, and our guiding vision is to make all of our zoning codes clear, consistent, usable, equitable, and defensible. ZoneCo often works in communities that are updating codes that are 40+ years old that have been piecemeal amended multiple times, are challenging to administer, and have standards that do not reflect the community vision. We have experience in urban, suburban, and rural contexts throughout Ohio and the United States.

OHM Advisors is a leading regional planning, architecture, and engineering firm with experience working throughout Ohio. They excel in engagement and providing strategic advising for planning and development projects in addition to their zoning and long-range planning services. ZoneCo and OHM Advisors have worked as a team to update several codes throughout Ohio. OHM will assist the team by developing an engagement strategy, project peer review, and graphics/document design support. Furthermore, OHM engineers will be on hand to assist with technical standards from the subdivision ordinance as needed.

Many edge communities within MSAs do not have as strong a mix of land uses and economic diversity as Aurora. We have experience working with industrial and agricultural land uses, and also advising on strategic rezonings where development is anticipated. As you consider what your retail centers look like, our firm has experience helping communities create development strategies for large commercial sites and main streets. Our firm has experience with design- and form-based standards - in 2021 we were a co-winner of the national Driehaus Award for a form-based code. We are also adept at ensuring that zoning regulations reflect the goals from Master Plan updates and the land use objectives therein.

Cover Letter

e.

2023-159

All of our professionals have administered a zoning code from the public sector, so we understand the challenges of administering a zoning code and the problems that arise from inconsistencies, conflicting provisions, poor definitions, or provisions that are not achieving desired outcomes. Our staff includes multi-disciplinary professionals, including designers that can ensure that the code is easy to read and graphically-rich. We are constantly exploring all the ways that we can arrange zoning ordinance format, layout, and organization to ensure that users have all the information that they need to clearly navigate the regulations. We think critically about how the ordinance is administered, and the frequently asked questions that users have when they pick up a zoning ordinance.

Our firm thinks critically about ensuring that uses are modern and keeping apace of new kinds of commerce and preferences. We have also undertaken research over this past year to understand how uses are evolving since the advent of the pandemic, and how they will further adapt to address issues of equity and sustainability.

We are excited about the opportunity to work with Aurora on your ordinance update. We hope that you will agree that we have the right skills for this project. Please do not hesitate to reach out if you have additional questions.

Sincerely,



Sean S. Suder, Esq., LEED AP
Lead Principal/Founder
ZoneCo

Important Notice

Although some of our professionals are also attorneys who may be separately engaged to provide legal representation in states where we are licensed to practice law, we are not a law firm and ZoneCo does not provide legal representation or services and is not engaged in the practice of law in any jurisdiction. Engaging ZoneCo does not form an attorney-client relationship and, as such, the protections of the attorney-client relationship do not apply. If you wish to create an attorney-client relationship, you are encouraged to contact counsel of your choosing.

Understanding of Project

e.

2023-159

The completion of a Master Plan update is an excellent segway to zoning and subdivision ordinance updates. The community has freshly discussed their vision for the community and land use. The zoning and subdivision ordinances are highly effective implementation tools to implement your plan and we commend you for taking on this important project.

Our team, as former zoning administrators, understand that challenges of administering a problematic ordinance. So many ordinances across the State of Ohio are old, outdated, inconsistent, vague and lack consistency with State enabling legislation and case law. We understand that your community wants to rectify these issues in order to make both using and administering the code a more streamlined process.

ZoneCo begins all projects with a Diagnostic Report. It is an effective way to uncover all the ways that the current code is serving as a barrier to achieving the goals of the Master Plan. Our Diagnostic Reports score the current ordinance against the Master Plan. We also inventory administrative processes and denote how they could be altered to create efficiencies. Creating a decision-tree for administrative processes can also uncover how current practices are not in sync with the letter of the ordinance.

The next phase of our proposed project approach is Calibrate. This is where we evaluate all of the base regulations of the zoning and subdivision ordinances. For example, the City wants to review the sign code, uses, definitions, and sustainable infrastructure. In this module, we will calibrate all of these things, as well as any other base regulations, to review with the City. We say often that this process is iterative and collaborative. If we solidify how the base regulations are changing, and get consensus from the community and public officials, then we can move forward with document drafting while not simultaneously trying to draft new standards.

The final module is Codify. The Codification module is where we ensure that the ordinances are organized in an intuitive manner, that graphics are effectively communicating concepts, standards, and ideas, and that language is consistent and well-defined. Our staff has experience in land use law, so they can also assess the legal defensibility of the code.

We advise communities to develop a Steering Committee to act as a liaison with the public. The Steering Committee can meet on a regular schedule or meet solely to review deliverables before they are released to the public for their feedback. They can assist the project team in understanding community issues to make sure that we address them in the updated ordinances.

ZoneCo's mantra is to make zoning codes across the country "clear, consistent, user-friendly, equitable, resilient, and defensible". Our mission very much aligns with the goals of the Aurora zoning and subdivision ordinance updates.

Our proposed project approach on the following pages recommends an 18 month process for the ordinance updates.

Project Proposal: Summary

2023-159

1 Diagnose

The first module of this project is Diagnose. The main objective is to understand current planning practice and all of the dynamics of administration, procedures, common bottlenecks, and out-dated regulations.

We will compare and score your current ordinance against the Aurora Master Plan and all of the components listed in the scope of work.

We will summarize our findings into a Diagnostic Report. This report helps to orient the project, provides insight into focus areas, and allows us to create a prioritized list of objectives for updates. We will outline any suggested changes to zoning districts for review at the end of this module.

2 Calibrate

Once changes to district composition have been finalized, we will move into calibrating base regulations. We will present a Calibration Table that lays out all proposed regulation alongside existing regulations and recommendations from your long-range plans within a table format. We will work with you to prepare a draft map so that suggested changes can be viewed alongside the map.

The Calibration module creates efficiencies; when we begin to draft new language, the base regulations will be hashed out and the team can focus on the document text, graphics, and layout.

We will create an administrative inventory and assess how processes could be adjusted. OHM and ZoneCo will jointly calibrate subdivision standards.

3 Codify

Once the base regulations, updated use tables, and administrative inventory have been revised, we will draft the language of the code. The new ordinance will remove inconsistencies or instances where the existing code lacks clarity. Our designers will finalize graphics and visuals.

We recommend that as we undertake the drafting process, that we deliver the language in sections. We can work with you to prioritize section delivery. We have found efficiencies in providing clients a chance to review completed chapters or sections while the team moves forward with document drafting. This also saves our clients from reviewing a document that is possibly several hundred pages at one time.

Our process

ZoneCo employs a three-module approach for delivering ordinance updates that is intuitive and streamlined, and the summary above provides an overview of this process. Public engagement will be prioritized throughout this process to ensure that we are attentive to community perspectives and feedback, particularly in the Calibrate and Codify modules. Our module-based approach encapsulates all of the items listed your RFP. Through our many zoning code projects, this approach has maximized meaningful collaboration and project schedules. Engagement formats are further discussed on page 31.

PROJECT PROPOSAL - DETAIL

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Project Initiation & Orientation (Month 1)

- a. Kick-Off Meeting. We will initiate the project with a kick-off meeting. We will review project goals, timeline, work approach, and the public outreach and engagement strategy. We will do a driving tour of Aurora and inventory the built environment and focus areas.
- b. Plan Review. We will begin with a robust planning document review, including the existing ordinance, the Master Plan, and any relevant forms or documents. We will furthermore review development patterns within Aurora via driving tour.
- c. Staff Feedback Form. We will create a supplementary form that we will distribute to staff which compiles comments about where they feel there is most opportunity for change or revision.

- b. Prioritized List of Changes and Updates. As we finalize the Diagnostic Report, we will create a prioritized list of changes and updates. We will begin to uncover how zoning districts could be re-organized or updated. At the close of this task, we will provide the City with the deliverables listed below.

Deliverables:

- Diagnostic Report accompanied by the line-by-line scoring matrix
- Outline of zoning district changes and map
- A draft table of contents which will display how we intend to re-organize the ordinance
- A mock-up of the document design style for review

Module 1: Diagnose (Months 2-3)

- a. Draft Diagnostic Report. At the close of the previous task, we will have an understanding of current planning practice in the City and we will begin to draft a Diagnostic Report that outlines exactly how the current ordinance is succeeding and/or falling short in meeting the objectives of the Comprehensive Plan, and how the ordinance compares with best practices in zoning and planning. We undertake a thorough line-by-line analysis that provides detailed notes for every section within a matrix. The matrix scores the entire ordinance, and the findings from this exercise are subsequently distilled and summarized within the Diagnostic Report.

Module 2: Calibration (Months 4-8)

- a. Base Regulations. In the previous tasks, we will have outlined zoning district changes, and created a prioritized list of updates for the ordinance. We will lay out base regulations for the various sections of the ordinance, like districts and generally applicable regulations within a table format which we call the "Calibration Table". At the same time, we will create an administrative inventory whereby we assess the kinds of approvals needed and in which scenarios, and lay out proposed changes and organizational recommendations.
- b. Calibration Table. The Calibration module creates efficiencies; when we begin to

PROJECT PROPOSAL - DETAIL

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draft new language, the base regulations will be fleshed out and the team can focus on the document text, graphics, and readability. This also gives the community the opportunity to be integrated into the process before there is a fully drafted document and prioritize their feedback.

- c. Review & Test. We will hold an internal review of the Calibration Table with staff.
- d. Diagrams & Graphics. When the calibration table is finalized, we will create graphics that will make the ordinance more readable and user-friendly.

Deliverables:

- Draft Calibration Table
- Final Calibration Table

Meetings:

- Forum to review Base Regulations / Calibration Table

Module 3: Codification (Months 8-18)

- a. Ordinance Language. The previous modules efficiently flow into the Codification Module. With the base regulations fleshed out, the team can focus on the language of the ordinance. We recommend that as we undertake the drafting process, that we deliver the new ordinance language in sections. We can work with you to prioritize section delivery.
- b. First Draft & Public Review Draft. When all sections have been drafted and reviewed by staff, we will have the first draft ready for the public forum. We will

have graphics completed at this time.

We will work with staff to coordinate the public forum to review the document.

We will create an inventory of feedback received during the forum and integrate it into the document and the map. The draft ordinance should also be available online along with a means for submitting comments electronically.

- c. Final Draft. A public review draft will garner additional comments through a public listening session, after which we will produce a final ordinance draft of the ordinance.

Deliverables:

- Draft Ordinance
- Public Review Draft of Ordinance
- Final Ordinance

Meetings:

- Forum to Review Draft Ordinance Language
- Presentation of Draft Ordinance
- Presentation of Final Ordinance (after all revisions from draft are made)

Fee Proposal

2023-159

The project approach provided assigns a duration to tasks within the three project modules, which is also summarized below. Meetings and deliverable due dates can vary within these modules, but the schedule below provides the framework for the project schedule.

PROJECT SCHEDULE (MONTH)	SS	AP	CM	OHM	Total
	\$350	\$190	\$190	\$190	
Project Kick-Off					
Project Management: Project Intake and Setup		8	15		\$4,370.00
Information gathering and background document review		4	6		\$1,900.00
Travel to and from Community		8	8	6	\$4,180.00
In Person Kick-Off Meeting and Tour of Community		6	6	6	\$3,420.00
Total					\$13,870.00
Diagnostic Module/Existing Conditions Analysis					
Project Management		4	8		\$2,280.00
Collect missing data for analysis & format		5	8		\$2,470.00
Staff interview to understand their perspectives, review format for diagnostic report (1-2 meetings)			8		\$1,520.00
Draft Diagnostic Report: Review existing code against revised master plan land use goals and objectives	3	2	40	2	\$9,410.00
Review Diagnostic Report with Staff in Meeting			4		\$760.00
Edits to Diagnostic Report			8		\$1,520.00
Diagnostic Report: Virtual meeting to review report with Community, includes preparation			4		\$760.00
Final Edits / Finalize Diagnostic Report			6		\$1,140.00
Total					\$19,860.00
Calibration					
Meeting to review Calibration format with staff		2	2		\$760.00
Draft use and form standards for each district in calibration tables	2	4	48	4	\$11,340.00
OHM to propose subdivision updates				8	\$1,520.00
Graphics Mockup		5		15	\$3,800.00
Discussion meeting with staff on Calibration Tables			6		\$1,140.00
Edits to Calibration Tables			10		\$1,900.00
Review Calibration with other departments or officials		10	10		\$3,800.00
Edits to Calibration Tables			6		\$1,140.00
Total					\$25,400.00
Codification					
Project Management	4	4	18		\$5,580.00

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2023-159

PROJECT SCHEDULE (MONTH)	SS	AP	CM	OHM	Total
	\$350	\$190	\$190	\$190	
ZoneCo to deliver all sections of the Zoning and Subdivision codes as chapters. Will work with staff to prioritize delivery, and will meet with staff as questions or complicated issues arise. OHM will provide technical specifications for subdivision ordinance, while ZoneCo will draft the legal language.		38	125	20	\$34,770.00
Create checklist for project review			14		\$2,660.00
Virtual meeting to review checklist or other code issues with staff		3	6		\$1,710.00
Graphics completion				20	\$3,800.00
Make staff-requested revisions to full code document and prepare public review draft of Zoning and Subdivision Codes		8	24	4	\$6,840.00
Legal Review of Code	12		4		\$4,960.00
Provide update on code to other departments or City officials in a virtual meeting			8		\$1,520.00
Virtual Public Workshop to Review Draft Ordinance			12	12	\$4,560.00
Log and document public comment and make all requested changes to document			16	6	\$4,180.00
Provide virtual update on document to Planning Commission, City Council, including preparation			8	4	\$2,280.00
Prepare adoption draft ordinance			20	8	\$5,320.00
Make any final staff-requested changes			12	6	\$3,420.00
Three in-person adoption meetings with BZA, Planning Commission, and City Council, includes travel and preparation			40		\$7,600.00
Total					\$89,200.00
Project Total					\$148,330.00

*Staff training, guided code orientation for staff/officials, or post-adoption services could be added as an additional scope item

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: PZB

2023-159

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

The Planning, Zoning and Building Division wants to enter into a contract with ZoneCo, LLC in the amount of \$148,330.00 to evaluate, update, rewrite and modernize the city's existing zoning code and subdivision regulations. The last time a comprehensive update of the zoning code and subdivision regulations was completed was in the year 2000. The update will eliminate contradictions and redundancy, improve clarity and create a code consistent with current laws.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 11/7/2023

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 10/23/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/23/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☒ SECOND ☐ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☒ Yes ☐ No

IF YES, WHY? (TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

To begin evaluating the city's existing zoning code in order to modernize and update the code.

8. ARE FUNDS NEEDED? ☒ Yes ☐ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☒ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

6000-0000-5-7166 – Zoning Rewrite

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

10.23 1ST Read
11.6 ADOPTED
8-0

WORKSHEET PREPARED BY: Denise Januska

APPROVED BY: Denise Januska

MAYOR APPROVAL:

Ann Morrissey
10/18/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-160

INTRODUCED BY: John Kudley, Jr.

SECONDED BY: Brad Duquay

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. JEFF CLARK TO MEMBERSHIP ON AURORA'S LANDMARK COMMISSION, FOR THE TERM ENDING DECEMBER 31, 2026

WHEREAS, Mr. Jeff Clark's current term on Aurora's Landmark Commission expires on December 31, 2023; and

WHEREAS, the Mayor has reappointed Mr. Jeff Clark to membership on Aurora's Landmark Commission for a term ending December 31, 2026 and has asked Council's confirmation of this reappointment; and

WHEREAS, Council desires to confirm this reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that;

Section 1. City Council hereby confirms the Mayor's reappointment of Mr. Jeff Clark to membership on Aurora's Landmark Commission for the term expiring December 31, 2026.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

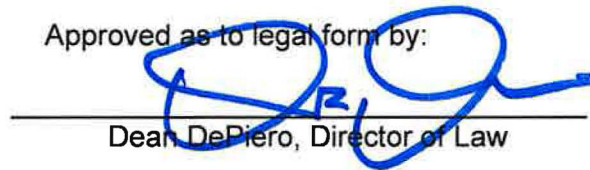
Section 3. The Resolution shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023
Effective: December 6, 2023 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.


Clerk of Council
City of Aurora

f.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: MAYOR

2023-160

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF JEFF CLARK TO

MEMBERSHIP ON AURORA'S LANDMARK COMMISSION FOR THE TERM ENDING DECEMBER 31, 2026.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/24

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 10/23/23

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/23/23

10.23.23 1ST
11.9.23 2nd
11.20.23 ADOPTED
f-o

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: KRISTINE ALLEN APPROVED BY: _____

MAYOR APPROVAL: _____

Ann Womack
10/18/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-161

INTRODUCED BY: John Kudley Jr.
SECONDED BY: Brad Dugan

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. RALPH WARE TO MEMBERSHIP ON AURORA'S LANDMARK COMMISSION, FOR THE TERM ENDING DECEMBER 31, 2026

WHEREAS, Mr. Ralph Ware's current term on Aurora's Landmark Commission expires on December 31, 2023; and

WHEREAS, the Mayor has reappointed Mr. Ralph Ware to membership on Aurora's Landmark Commission for a term ending December 31, 2026 and has asked Council's confirmation of this reappointment; and

WHEREAS, Council desires to confirm this reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that;

Section 1. City Council hereby confirms the Mayor's reappointment of Mr. Ralph Ware to membership on Aurora's Landmark Commission for the term ending December 31, 2026.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

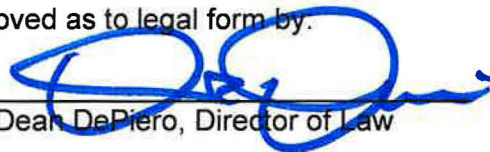
Section 3. The Resolution shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023
Effective: December 6, 2023 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**


I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.


Clerk of Council
City of Aurora

LEGISLATIVE ACTION WORKSHEET

2023-161

1. DEPARTMENT OR SPONSOR: MAYOR

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF RALPH WARE TO

MEMBERSHIP ON AURORA'S LANDMARK COMMISSION FOR THE TERM ENDING DECEMBER 31, 2026.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/24

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 10/23/23

5. DATE TO APPEAR ON COUNCIL AGENDA: 10/23/23

10.23.23 1ST
11.9.23 2nd
11.20.23 ADOPTED
8-0

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: KRISTINE ALLEN APPROVED BY: _____

MAYOR APPROVAL: _____

Ann Marie Bujak
10/18/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Mayor, Horvat, Wolf
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-163

PROPOSED AMENDMENT 11-6-2023

INTRODUCED BY:

Dennis Kovach

SECONDED BY:

Scott Wolf

A RESOLUTION CONFIRMING THE MAYOR'S REAPPOINTMENT OF MR. HARRY STARK AS DIRECTOR OF PUBLIC SERVICES ON NOVEMBER 1, 2023 FOR A TERM ENDING DECEMBER 31, 2025, AND DECLARING AN EMERGENCY TO ENSURE THE CONTINUITY OF THE DEPARTMENT OF PUBLIC SERVICES PURSUANT TO ARTICLE IX OF THE CHARTER OF THE CITY OF AURORA

WHEREAS, Resolution 2022-008 reappointed Mr. Harry Stark as Director of Public Services for a term ending December 31, 2025; and

WHEREAS, Mr. Stark retired from the Ohio Public Employees Retirement System (OPERS) effective October 31, 2023; and

WHEREAS, the Mayor reappointed Mr. Stark as Director of Public Services on November 1, 2023 for a term ending December 31, 2025; and

WHEREAS, City Council desires to confirm this reappointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby confirms the Mayor's reappointment of Mr. Harry Stark as Director of Public Services on November 1, 2023 for a term ending December 31, 2025.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of this municipality and for the further reason to ensure the continuity of the Department of Public Services pursuant to Article IX of the Charter of the City of Aurora. Wherefore, provided it receives an affirmative vote of six or more of the members elected to this Council, this

Resolution shall take effect and be in force immediately upon its passage by Council and approval of the Mayor; otherwise, it shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023
Effective: November 7, 2023 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor
Attest: Marie Lawrie
Marie Lawrie, Clerk of Council
Approved as to legal form by: Dean DePiero
Dean DePiero, Director of Law

CERTIFICATE OF POSTING

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of November, 2023.

Signed this 7 Day of November, 2023.

Marie Lawrie
Clerk of Council
City of Aurora

Sponsor: Committee of the Whole
This is a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

ORDINANCE 2023-164

INTRODUCED BY:

Dennis Kovach

SECONDED BY:

Scott Wolf

AN ORDINANCE AMENDING EXHIBIT "A" TO AURORA CODE OF ORDINANCES CHAPTER 161, "EMPLOYEES GENERALLY," TO REFLECT CHANGES IN COMPENSATION FOR THE INDIVIDUALS LISTED ON THE ATTACHED SCHEDULE AND/OR TO PLACE THOSE NEWLY HIRED INDIVIDUALS LISTED ON THE ATTACHED SCHEDULE ON EXHIBIT "A" AT THE COMPENSATION SPECIFIED FOR THEM, APPROVING SUCH COMPENSATION, AND DECLARING AN EMERGENCY **(Stark)**

WHEREAS, Aurora's Charter requires that the compensation of newly hired employees as well as changes to the compensation of those current employees be approved by City Council; and

WHEREAS, Council desires to authorize and approve the compensation as shown on the attached schedule by adopting this legislation;

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. Council hereby approves this legislation, along with the list of employees and their compensation attached hereto.

Section 2. It is hereby 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 any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of this municipality and for the further reason that Council wishes to authorize this Ordinance at the earliest possible opportunity. Wherefore, provided it receives an affirmative vote of six or more of the members elected to this Council, this Ordinance shall take effect and be in force immediately upon its passage by Council and approval of the Mayor; otherwise, it shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023
Effective: November 7, 2023 By: Ann H. Womer Benjamin
Ann Womer Benjamin, Mayor
Attest: Marie Lawrie
Marie Lawrie, Clerk of Council
Approved as to legal form by: Dean DePiero
Dean DePiero, Director of Law

CERTIFICATE OF POSTING

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
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- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.

Marie Lawrie
Clerk of Council
City of Aurora

CITY OF AURORA

Employees Generally

As of 11/6/2023 (Revised)

161.10 - ESTABLISHED POSITIONS

REVISED

2023-164

UNCLASSIFIED - NON-UNION - EXEMPT					
ADMINISTRATIVE	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
DEPARTMENT HEADS	NAME	CURRENT ANNUAL SALARY	PROPOSED ANNUAL SALARY	EFF. DATE	NOTES
Director of Public Services	Stark, Harry	\$128,793.60	No Change	11/1/2023	EE retired on 10/31/23. Being rehired eff. 11/1/23.
OTHER	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
CLASSIFIED - NON-UNION - NON-EXEMPT					
ASSISTANTS (TO) DEPARTMENT HEADS	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
OTHER	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
CLASSIFIED - UNION - NON-EXEMPT					
FULL-TIME PROFESSIONAL, TECHNICAL, & SERVICE	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
FULL-TIME POLICE OFFICERS	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
FULL-TIME DISPATCHERS	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
FULL-TIME FIRE FIGHTERS/PARAMEDICS	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
UNCLASSIFIED - NON-UNION - NON-EXEMPT					
PART-TIME POLICE (NON-CIVIL SERVICE)	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
PART-TIME FIRE FIGHTER/PARAMEDICS (NON CIVIL SERVICE)	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES

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11/3/23

CITY OF AURORA

2023-164

Employees Generally
As of 11/6/2023 (Revised)

161.10 - ESTABLISHED POSITIONS

NONE					
PART-TIME WORKERS (OTHER)	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
PART-TIME PARKS & RECREATION (INCLUDING SEASONAL)	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

ORDINANCE 2023-165

INTRODUCED BY:

John Kudley, Jr.

SECONDED BY:

Brad Dugan

AN ORDINANCE SELECTING THE BID OF, AND AWARDING A CONTRACT TO TROJAN TECHNOLOGIES, INC. IN THE AMOUNT OF \$192,000.00, AS THE BEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THE REPLACEMENT OF THE ULTRAVIOLET LIGHT DISINFECTION EQUIPMENT AT THE CENTRAL WASTEWATER TREATMENT PLANT, REJECTING ALL OTHER BIDS, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TROJAN TECHNOLOGIES, INC. IN THE AMOUNT OF \$192,000.00 TAKING THE NECESSARY FUNDS FROM THE SEWER CAPITAL FUND (73) AND DECLARING AN EMERGENCY IN ORDER TO PROCEED WITH MANUFACTURING THE NEW SYSTEM AS SOON AS POSSIBLE

WHEREAS, the city solicited bids for the replacement of the Ultraviolet Light Disinfection Equipment at the Central Wastewater Treatment Plant; and

WHEREAS, the bid submitted to the City of Aurora by Trojan Technologies, Inc. in the amount of \$192,000.00 was the sole bid submitted and has been determined to be the best responsive and responsible bid; and

WHEREAS, City Council desires to select the bid of, award a contract to, and authorize the Mayor to enter into a contract with Trojan Technologies, Inc.; and

WHEREAS, the necessary funds shall be taken from the Sewer Capital Fund (73);

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that;

Section 1. City Council hereby selects the bid of and authorizes the Mayor to enter into a contract with Trojan Technologies, Inc. as the best responsive and responsible bidder for the replacement of the Ultraviolet Light Disinfection Equipment at the Central Wastewater Treatment Plant in the amount of \$192,000.00.

Section 2. The necessary funds shall be taken from the Sewer Capital Fund (73).

Section 3. It is hereby 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 any of its Committees that resulted in such formal action were in meetings open to the public in

compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of this municipality and for the further reason to begin ordering materials and coordinate with the city's paving project. Wherefore, provided it receives an affirmative vote of six or more of the members elected to this Council, this Ordinance shall take effect and be in force immediately upon its passage by Council and approval of the Mayor; otherwise, it shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023

Effective: November 7, 2023 By: Ann H. Womer Benjamin
Ann Womer Benjamin, Mayor

Attest: Marie Lawrie
Marie Lawrie, Clerk of Council

Approved as to legal form by:

Dean DePiero
Dean DePiero, Director of Law

CERTIFICATE OF POSTING

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of November, 2023.

Signed this 7 Day of November, 2023.

Marie Lawrie
Clerk of Council
City of Aurora

2023-11-5

b.

Ultraviolet Light Disinfection Equipment Replacement

Bid Opening Date: 10/31/2023 at 10AM

			Trojan Technologies	
Item	Quantity	Price	Extension	
Bid Schedule - Base Bid				
UV Disinfection Equipment	1.00	\$192,000.00	\$192,000.00	
Totals			\$192,000.00	

Bidder(s)**Business Name**

Trojan Technologies

Address3020 Gore Road,
London, ON N5V4T7**Phone**

(519) 457-3400

2023-165 b.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: Department of Public Services

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

The Mayor is requesting an ordinance to award the bid and enter into contract with Trojan Technologies, Inc. in the amount of \$192,000.00 for the replacement of the Ultraviolet Light Disinfection Equipment at the Central Wastewater Treatment Plant. The city's current system was installed in 1997, spare parts are no longer readily available and the system is near the end of its useful life. The city required a pre-qualification process before bidding and received two submittals. Following the pre-qualification process, the city received one bid, recognizing Trojan Technologies, Inc. as the sole bidder for the equipment replacement.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 11/7/2023

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 11/6/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 11/6/2023

6. READINGS – COUNCIL ACTION ON: ☒ FIRST ☐ SECOND ☐ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☒ Yes ☐ No

IF YES, WHY? (TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

To enter into contract and proceed with manufacturing of the new system as soon as possible.

8. ARE FUNDS NEEDED? ☒ Yes ☐ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☒ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

7300-0000-5-7376 – Central WWTP Improvements

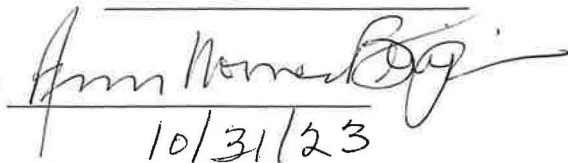
11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

Bid Tabulation

WORKSHEET PREPARED BY: Samantha McCoy

APPROVED BY: Harry Stark

MAYOR APPROVAL:


10/31/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

ORDINANCE 2023-166

INTRODUCED BY: Scott Wolf
SECONDED BY: Dennis Kovach

AN ORDINANCE ACCEPTING THE PROPOSAL OF, AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GPD GROUP IN THE AMOUNT OF \$30,000.00 FOR ROUTINE MONITORING AND OPERATION OF THE CITY'S TRAFFIC SIGNAL SYSTEM FOR THE YEAR 2024, TAKING THE NECESSARY FUNDS FROM THE STREET CONSTRUCTION MAINTENANCE & REPAIR FUND (40) AND DECLARING AN EMERGENCY IN ORDER TO HAVE THE CONTRACT IN PLACE PRIOR TO 2024

WHEREAS, GPD Group submitted a proposal in the amount of \$30,000.00 for routine monitoring and operation of the city's traffic signal system for the year 2024; and

WHEREAS, the proposal submitted by GPD Group in the amount of \$30,000.00 has been determined to be the best proposal; and

WHEREAS, it is in the best interests of the city to accept this proposal without advertising for bids; and

WHEREAS, the necessary funds shall be taken from the Street Construction Maintenance & Repair Fund (40);

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby authorizes the Mayor to accept the proposal of, and enter into a contract with GPD Group in the amount of \$30,000.00 for routine monitoring and operation of the city's traffic signal system for the year 2024.

Section 2. City Council finds it to be in the best interests of the city to accept the proposal of GPD Group without advertising for bids.

Section 3. The necessary funds shall be taken from the Street Construction Maintenance & Repair Fund (40).

Section 4. It is hereby 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 any of its Committees that resulted in such formal action were in meetings open to the public in

compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of this municipality. Wherefore, provided it receives an affirmative vote of six or more of the members elected to this Council, this Ordinance shall take effect and be in force immediately upon its passage by Council and approval of the Mayor; otherwise, it shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023

Effective: November 7, 2023 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest: Marie Lawrie
Marie Lawrie, Clerk of Council

Approved as to legal form by: Dean DePiero
Dean DePiero, Director of Law

CERTIFICATE OF POSTING

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of November, 2023.

Signed this 7 Day of November, 2023.

Marie Lawrie
Clerk of Council
City of Aurora



2023-164

C.

October 26, 2023

Mr. Harry Stark, MPA, CPMSM
Director of Public Service
City of Aurora
158 West Pioneer Trail
Aurora, Ohio 44202

Traffic Signal System Monitoring and Operations Proposal - Traffic Engineering Services Proposal

Dear Mr. Stark,

GPD Group appreciates the opportunity to submit this Traffic Engineering Service Proposal for the Monitoring and Operation of the City of Aurora's Traffic signal system for the calendar year of 2024. This proposal is based upon the current infrastructure of the City of Aurora's new traffic signal system which does not include the ability to utilize "live video" as a tool. As a part of this proposal, we will provide monthly monitoring and operations services for the city. The following tasks are envisioned to be included in the monthly monitoring and operations scope:

1. Provide staff to routinely log into the Centrac System via remote access and review the signal system for routine operational concerns such as stuck push buttons or malfunctioning equipment which could adversely affect the operation of the signal system and lead to complaints from the public.
2. Assist the city with addressing complaints or issues with traffic signal operations.
Example – "I waited for 5 minutes for the light to change", or other driver complaints.
3. Complete monthly diagnostic review of the Signal System including:
 - a. Logs of alerts generated.
 - b. Notes of items for repair by maintenance personnel.
4. Provide special event signal timings for use during special events (such as 4th of July fireworks celebration) to revise the scheduling of normal operation or nighttime flash operations and/or adjust the split timings at key signal locations. This would be done based upon engineering judgement.
5. Coordinate monthly repair needs with city staff and if directed, coordinate repair needs directly with signal maintenance personnel.
6. Complete a monthly reporting document which includes:
 - a. Monthly traffic volume totals by corridor to monitor trends.
 - b. Comparison to previous months traffic volumes.
 - c. Summary of alerts generated.
 - d. Summary of issues which need addressed by maintenance and confirmed by a field visit.
 - e. History of previous issues.

2023-166

C.

Due to the nature of this type of project and the various unknowns from month-to-month, GPD suggests the city budget **\$2,500** per month for these services, or **\$30,000** for a period of 12 months to be utilized on an hourly not to exceed basis. This budgeted amount would include all direct reimbursable expenses that may be incurred by GPD Group as the project progresses such as vehicle mileage, photographs, mailings, etc.

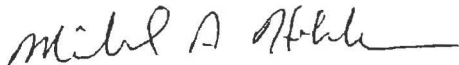
In addition to the proposed services outlined above, if the system had the ability to provide live video feeds for all signalized intersections, the following additional services could be provided:

1. *Staff can also be made available to remotely observe the operation of the traffic signal system and make adjustments based upon those observations.*
2. *Staff could be made available to adjust traffic signal timings and physically operate the system in real time if desired by the city for special events, such as 4th of July fireworks.*
3. *Staff would be able to review complaints and respond faster with the ability to log into the system and see in real time what was happening at each intersection.*

Please feel free to call me at (330)-572-2214 or e-mail me at mhobbs@gpdgroup.com if you have any questions or comments on the proposed scope of work.

Respectfully Submitted,

GPD Group



Michael A. Hobbs, P.E., PTOE
Senior Practice Leader

CC: Sara Cooper, P.E. (City of Aurora)
Kevin Westbrook, P.E., PTOE (GPD Group)
Brett Ferrell, P.E., IMSA II (GPD Group)
File

TERMS AND CONDITIONS

2023-1146C.

Glaus, Pyle, Schomer, Burns and Dehaven, Inc. dba GPD Group ("GPD") shall perform the services outlined in the proposal attached to this agreement, or any other performance rendered by GPD, (collectively referred to as the "Work") in accordance with the following Terms and Conditions for the party identified as Client ("Client") in the corresponding proposal:

Information and Access. When applicable, Client shall make available any and all plans, drawings, or other documentation, which relate to the Work in addition to any other information which one should consider as it relates to the Work. Client shall provide additional information upon GPD request. In the event that new, modified or changed information becomes available Client shall inform GPD of such immediately. Client shall insure access to the property or site(s) is available to GPD at agreed upon times, and Client shall make available representatives who will be the most knowledgeable concerning the Work which GPD shall perform. Client acknowledges that GPD shall regard all Client information as reliable and accurate, and hereby warrants such. Client agrees that GPD may assume that all plans, designs, structures and specifications related to the Work have been properly designed in accordance with the highest standard of care and are adequate for all purposes other than specifically addressed by the Work. GPD shall not be responsible for existing, hidden or unknown conditions and shall have no responsibility for the discovery, presence, handling, removal, disposal of hazardous materials of any form.

Billing and Payment. GPD, at its option, will submit invoices for services and reimbursable expenses on a monthly basis, unless otherwise agreed upon. Client shall pay invoices in full within 30 days after the invoice date. Any invoice or part thereof which has not been paid within 60 days shall accrue interest at 1.5% per month (equivalent to 18% per annum) until paid in full. GPD shall have the right to suspend the Work, terminate the agreement and retain and/or retrieve all work product until such invoices have been paid in full. The Client agrees to pay all costs of collection for unpaid fees, including but not limited to attorney costs.

Timeliness of Performance. GPD will endeavor to perform the Work with reasonable diligence and expediency consistent with the applicable standard of care. GPD shall not be responsible for, and will not be held liable for, damages arising directly or indirectly from any delays for causes outside of GPD control, including the actions or inactions of Client, other subcontractors or consultants, and third parties. If delays resulting from any such causes increase the cost and/or time required by GPD to perform the Work, GPD shall be entitled to an equitable adjustment in schedule and/or compensation.

Standard of Care. GPD's services shall be performed in a manner consistent with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time in the same location.

Indemnification. GPD agrees to indemnify the City of Aurora (which includes elected officials and employees) and hold harmless from any and all damages, liabilities, claims, expenses or costs (including attorney's fees, expert-witness fees and defense costs) to the extent it was caused by GPD's negligent acts, professional errors, or omissions arising out of the Work or the performance of this agreement.

Risk Allocation. In recognition of the relative risks and rewards of the Work to Client and GPD, the risks have been allocated such that Client agrees, to limit the liability of GPD to Client, and any party claiming through Client through contract or otherwise, to a maximum aggregate total of five times the GPD fee, which under no circumstances shall exceed fifty thousand dollars (\$50,000.00). This limitation shall apply to any and all liability or cause of action, including but not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Termination of Services. Either party may terminate this agreement upon 10 days written notice should the other fail to perform its obligations hereunder. In the event of such termination, Client shall pay GPD for all services rendered to the date of termination, all reimbursable expenses and reasonable termination expenses.

Ownership of Work Product. All Work, instruments of service, reports, drawings, specifications, electronic files, field data, notes and all other preparations by GPD shall remain the property of GPD, hereafter referred to as "Work Product". GPD shall retain all common law, statutory, and other reserved rights, including the copyright thereto in the Work Product. Client shall have a nonexclusive license in the Work Product that may not be used for any other purpose or project other than for which it was created without the written consent of GPD. Client reuse in violation of this section, or any changes or modifications to the Work Product not performed by GPD shall be considered an "Unauthorized Use." Client shall waive any and all claims related to Unauthorized Use and agrees to indemnify, defend, and hold GPD harmless from any and all claims, demands, expenses, including attorney's costs which may arise from such Unauthorized Use. The rights granted to Client in this section shall transfer upon payment and to the extent paid.

Confidentiality. Unless required by law or court order, GPD and Client shall not disclose the terms of this agreement or substance of the Work and shall treat such as confidential. This section shall not apply to any information after it is generally

2023-11-14 C.

available to the public other than as a result of disclosure by GPD or Client, which is generally available to the public on the date of this agreement or which was lawfully received from a third party without a restriction on disclosure.

Dispute Resolution. With the exception of GPD claims related to billing and payment matters, which shall be at GPD's sole discretion, any claim or dispute between GPD and Client shall be submitted to non-binding mediation prior to the institution of arbitration proceedings, and shall be brought in a proper venue in Summit County, Ohio. This agreement and the Work shall be governed by the laws of the State of Ohio. No action or claim whether in tort, contract, or otherwise shall be brought against GPD more than two (2) years after the completion of the applicable portion of Work.

Entire Agreement. These terms and conditions and the attached GPD proposal describe the entire agreement between GPD and Client. Both parties mutually agree that all other terms and conditions are hereby rejected. No amendments to these terms and conditions shall be effective unless acknowledged by written signature. Client's acceptance to these terms and conditions, whether acknowledged by signature or not, is a condition precedent to GPD's commencement of the Work.

No Third Party Beneficiary. This agreement is made for the benefit of GPD and Client and is not intended to benefit any third party or be enforceable by any third party. The rights of the GPD and Client to terminate, rescind, or agree to any amendment, waiver, variation or settlement shall not be subject to the consent of a third party.

Assignment. Neither party may assign this agreement without the consent of the other.

Severability. If any term, covenant, condition or provisions of this agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

The individual signing below hereby represents and warrants that s/he is duly authorized to execute and deliver this Agreement on behalf of the firm represented as Client herein and shall bind such parties in a corporate capacity. Signature represents authorization and acceptance of the terms and conditions.

<u>SIGNATURE</u>	
Client: _____ Name of Firm	
_____ Signor Name	_____ Signature
_____ Title	_____ Date

Approved as to Legal Form

Dean DePiero, Law Director

2023-164

C.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: Department of Public Services

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

The Mayor is requesting an ordinance to enter into contract with GPD Group in the amount of \$30,000.00 for routine monitoring and operation of the city's traffic signal system for the year 2024.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 11/7/2023

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 11/6/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 11/6/2023

6. READINGS – COUNCIL ACTION ON: ☒ FIRST ☐ SECOND ☐ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☒ Yes ☐ No

IF YES, WHY? (TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

To enter into contract before 2024.

8. ARE FUNDS NEEDED? ☒ Yes ☐ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☒ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

4000-6000-5-5112 Traffic Signal Maintenance

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

Proposal

WORKSHEET PREPARED BY: Samantha McCoy

APPROVED BY: Harry Stark

MAYOR APPROVAL:

10/31/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

11.6.2023
ADOPTED 8-0

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

ORDINANCE 2023-167

INTRODUCED BY: Scott Wolf

SECONDED BY: Brad Duquay

AN ORDINANCE ACCEPTING THE PROPOSAL OF, AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BUCKEYE PUMPS INC. IN THE AMOUNT OF \$25,831.00 FOR THE PURCHASE OF A FLYGHT PUMP FOR THE REPLACEMENT OF PUMP #1 AT THE AURORA LAKE LIFT STATION TAKING THE NECESSARY FUNDS FROM THE SEWER FUND (72) AND DECLARING AN EMERGENCY IN ORDER TO OBTAIN THE PUMP AS SOON AS POSSIBLE

WHEREAS, the existing pump at the Aurora Lake Lift Station is beyond repair and warrants replacement; and

WHEREAS, Buckeye Pumps Inc. submitted a proposal in the amount of \$25,831.00 for the purchase of a replacement pump at the Aurora Lake Lift Station; and

WHEREAS, Buckeye Pumps, Inc. is the only company in this area that sells Flyght pumps, which is the only pump we use in the city; and

WHEREAS, City Council desires to accept the proposal of, and authorize the Mayor to enter into a contract with, Buckeye Pumps Inc. in the amount of \$25,831.00; and

WHEREAS, it is in the best interest of the city to accept the proposal without advertising for bids; and

WHEREAS, the necessary funds shall be taken from the Sewer Fund (72); and

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby accepts the proposal of and authorizes the Mayor to enter into a contract with, Buckeye Pumps Inc. in the amount of \$25,831.00 for the purchase of a replacement pump at the Barrington lift station.

Section 2. City Council has determined it to be in the best interest of the city to accept the proposal without advertising for bids.

Section 3. The necessary funds shall be taken from the Sewer Fund (72).

Section 4. It is hereby 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 any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of this municipality and for the further reason to obtain the pump as soon as possible. Wherefore, provided it receives an affirmative vote of six or more of the members elected to this Council, this Ordinance shall take effect and be in force immediately upon its passage by Council and approval of the Mayor; otherwise, it shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023

Effective: November 7, 2023 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest: Marie Lawrie
Marie Lawrie, Clerk of Council

Approved as to legal form by: Dean DePiero
Dean DePiero, Director of Law

CERTIFICATE OF POSTING

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.

Marie Lawrie
Clerk of Council
City of Aurora



2023-167

d.

Buckeye Pumps
1311 Freese Pl
Galion, OH, 44833
Tel: 866-900-PUMP

www.buckeyepumps.com

Tuesday, October 31, 2023

CITY OF AURORA
130 S CHILLICOTHE RD;
AURORA, OH 44202

Phone: 3305626951
Email Address: toflinski@auroraoh.com

Attention: Chris Toflinski

Subject: SX Quote 32033764-00

Quotation #: SEQT-44214INTG
Please refer to this number when ordering

**THANK YOU FOR THE OPPORTUNITY TO PRESENT THE FOLLOWING QUOTE
THIS QUOTE IS VALID FOR 15 DAYS FOLLOWING THE INDICATED QUOTE DATE**

Chris Toflinski:

Best regards,

Bronwen Shaffer

Bronwen Shaffer
Service Coordinator
Buckeye Pumps

Ryan Hoepf

Ryan Hoepf
Account Manager - Municipal
Buckeye Pumps



2023-167

d.

Buckeye Pumps
1311 Freese Pl
Galion, OH, 44833
Tel: 866-900-PUMP

www.buckeyepumps.com

Tuesday, October 31, 2023

Quote #: SEQT-44214INTG

Item	Description	Qty	Unit Price	Subtotal
1.00	Flygt Model: 3152.181 S/N: 0040279	1	\$0.00	\$0.00

****Customer's current pump is uneconomical to repair****

Inspection Analysis:

Upon receipt of above pump, OTP/Buckeye Pumps disassembled, cleaned and inspected unit. Inspection found that pump came in with no cable. Water & product in the oil housing & stator housing. Impeller, rotating wear ring & impeller bolt are all damaged. Stator terminal board is burnt. Stator is burnt & failed meg / ohms testing. Rotor / shaft unit damaged. Seals & bearings worn.



Incoming unit










Burnt term plate



Stator hsg with prod



Stator burnt

Item	Description	Qty	Unit Price	Subtotal
	 			
	<p>Shaft damage from seals</p> <p>Rotor damage on the blades</p>			
	 			
	<p>Impeller damage</p> <p>Rot wear ring damage</p>			
	 			
	<p>Bearing housing w/debris</p> <p>Bearing hsg w/metal debris</p>			
				
	<p>Stat wear ring damaged</p>			



2023-167

J.

Buckeye Pumps
1311 Freese Pl
Galion, OH, 44833
Tel: 866-900-PUMP

www.buckeyepumps.com

Item	Description	Qty	Unit Price	Subtotal
------	-------------	-----	------------	----------

Scope of Supply **(Repair)**

- Disassemble, evaluate & clean unit as required
- Replace impeller unit (Impeller & rotating wear ring)
- Replace stationary wear ring
- Replace oil & terminal board unit
- Replace impeller bolt & insulating plate
- Replace all o-rings & retaining rings
- Replace bearings & mechanical seals
- Replace wear protection, protective washer & cover
- Replace shaft / rotor unit & 15hp stator
- Shop / misc supplies, paint & labor to build

2.00	Flygt Model: 3153.185 Scope of Supply (New Unit)	1	\$25,831.00	\$25,831.00
------	---	---	-------------	-------------

- Flygt Pump Model: 3153.185
- NP435-6" discharge / 50' Cable
- 15Hp / 460V / 3Ph / FLS
- 12-14 Week lead time

OTP/Buckeye Pumps may be able to provide start-up assistance for this unit, please contact me to discuss the available options.

Please contact me at your earliest convenience so that we may get this unit repaired and returned to you.
Thank you for the opportunity to earn your repair business. We await your approval.

Note: This quotation is valid for 30 days and subject to OTP Terms and Conditions (available upon request). If no correspondence is received from you within 60 days of this proposal or you decide not to proceed the equipment will be scrapped 90 days from the date of this proposal.



2023-167

d.

Buckeye Pumps
1311 Freese Pl
Galion, OH, 44833
Tel: 866-900-PUMP

www.buckeyepumps.com

Terms & Conditions	
Lead Time See scope of supply	Payment Terms Net 30
Shipping Method Salesman Delivery	Shipping Terms Allowed
F.O.B.	Due to current market conditions, please confirm pricing at point of order.



2023-167

J.

Buckeye Pumps
1311 Freese Pl
Galion, OH, 44833
Tel: 866-900-PUMP

www.buckeyepumps.com

OTC TERMS AND CONDITIONS OF SALE

OTC Industrial Technologies is herein referred to as the "Seller" and the customer or person or entity purchasing goods and/or services ("Goods") and/or parts required for services ("Parts") from Seller is referred to as the "Buyer." These Terms and Conditions, any price list or schedule, quotation, acknowledgment, Seller's scope or statement of work, or invoice from Seller relevant to the sale of the Goods or Parts by Seller, and all associated terms, conditions and documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement ("Agreement") governing the sale of Goods or Parts by Seller to Buyer. Acceptance of any order is subject to credit approval and acceptance of the order by Seller. If credit of the Buyer becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller. If Buyer already has an executed Agreement currently in effect with Seller, then the terms of that agreement, together with any terms and conditions of a subsequent purchase or work order issued hereunder, constitute the complete agreement; and (ii) if Buyer does not already have an executed Agreement with Seller, then these terms and conditions and any subsequent purchase or work orders issued hereunder constitute the complete agreement. No other terms or conditions including, without limitation, Buyer's standard printed terms and conditions, whether printed on Buyer's order acknowledgement, purchase order or otherwise, will have any application to any purchase between Buyer and Seller unless specifically accepted in writing by Seller. Acceptance is expressly limited to the terms of the Agreement and Seller objects to any different or additional terms contained in any response by Buyer, including without limitation any instrument requesting or confirming this offer by or on behalf of Buyer. The terms of the Agreement are the sole and exclusive terms and conditions on which the Seller agrees to be bound. Seller reserves the right in its sole discretion to refuse orders.

1. **PRICES:** Unless otherwise specified in writing by Seller, the price quoted or specified by Seller for the Goods or Parts shall remain in effect for thirty (30) days after the date of Seller's quotation, Seller's scope of work or acknowledgment of Buyer's order for the Goods, whichever occurs first, provided an unconditional authorization from Buyer for the shipment or performance of the Goods and/or Parts is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods or Parts to Seller's price for the Goods or Parts at the time of Seller's shipment or performance thereof. All prices and licensee fees are exclusive of taxes, transportation and insurance, which are to be borne by Buyer. Seller reserves the right to correct any obvious errors in specifications or prices and, in the event of a force majeure event, make equitable adjustments in Seller's price for the Goods or Parts prior to Seller's shipment or performance thereof. Unless otherwise specified by Seller, Parts that are required for the performance of services will be furnished at Seller's then-prevailing prices.

2. **TAXES:** Any current or future tax, duty, tariff or governmental charge (or increase in same) affecting Seller's costs of production, sale, services or delivery or shipment of Goods or Parts or which Seller is otherwise required to pay or collect in connection with the sale, purchase, delivery, performance, storage, processing, use or consumption of Goods or Parts shall be for Buyer's account and shall be added to the price or billed to Buyer separately, at Seller's election.

3. **TERMS OF PAYMENT:** Unless otherwise specified by Seller, terms are net thirty (30) days from date of Seller's invoice in U.S. currency. Seller shall have the right, among other remedies, either to terminate this Agreement or to suspend further performance under this and/or other agreements with Buyer in the event Buyer fails to make any payment when due, which other agreements Buyer and Seller hereby amend accordingly. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. If any payment owed to Seller is not paid when due, it shall bear interest, at a rate to be determined by Seller, which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is paid. Seller may preserve its interests in payment by enforcing any applicable mechanic's, labor, construction or similar lien rights.

4. **SHIPMENT AND DELIVERY:** While Seller will use all reasonable commercial efforts to maintain the delivery date(s) and/or performance dates acknowledged or quoted by Seller, all shipping dates and/or performance dates are approximate and not guaranteed. Seller reserves the right to make partial shipments. Seller, at its option, shall not be bound to tender delivery of any Goods or Parts for which Buyer has not provided shipping instructions and other required information. If the shipment or performance of the Goods or Parts is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Seller for any and all storage costs and other additional expenses resulting therefrom. For shipments of Goods or Parts per Incoterms® 2020, per FCA will be the approved method for delivery unless otherwise approved by the parties. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and shall be submitted by Buyer directly to the carrier. Notwithstanding the above, risk of loss and legal title to Parts shall transfer to Buyer (i) upon delivery by the Seller, or (ii) at the time Parts are placed in storage due to Buyer's delay or postponement. Shortages or damages must be identified and signed for at the time of delivery. Requests for changes in quoted transportation modes will not be made or accepted on orders already processed unless otherwise mutually agreed upon by Seller and Buyer. Requests for changes in quoted transportation modes to orders already accepted by Seller will be subject to new freight terms and billed at the price in effect at the time of the request for change. Any request for changes to quoted transportation modes must be submitted in writing to Seller and are subject to Seller's acceptance and adjustment in freight price. The transportation costs quoted by Seller may be changed by Seller without notice in order to reflect Seller's prices at the time of shipment and will reflect any market increase in transportation costs.

5. **LIMITED WARRANTY:** Subject to the limitations of Section 6, Seller's standard warranty that is applicable to the Goods at the time of purchase is the only warranty applicable to the sale of Seller's Goods and its terms, conditions and limitations are incorporated by reference herein. Seller warrants that it will perform the services as described in these terms and conditions and will exercise all reasonable skill, care and due diligence in the performance of the services. Seller warrants that all services performed shall be free from faulty workmanship for a period of thirty (30) days from completion of services. Buyer acknowledges that the performance of any service by a Party other than Seller, which alters the manufacturer provided Goods as indicated in the Statement of Work or Work Order may void the manufacturer's warranty. To the extent assignable, Seller assigns to Buyer any warranties that are made by manufacturers and suppliers of the Parts. EXCEPT AS SPECIFIED ABOVE, PARTS FURNISHED HEREUNDER ARE FURNISHED AS-IS, WHERE-IS, WITH NO WARRANTY WHATSOEVER. THE WARRANTY SET FORTH IN THIS SECTION 5 AND THE WARRANTY SET FORTH IN SECTION 8 ARE THE



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SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE.

SELLER'S WARRANTY EXTENDS ONLY TO PURCHASERS WHO BUY FOR INDUSTRIAL OR COMMERCIAL USE. This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Seller. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, and/or scope of work, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of Goods or Parts, either alone or in combination with other products/components. Goods sold hereunder are not intended for use in or in connection with (1) any safety application or the containment areas of a nuclear facility, or (2) in a healthcare application, where the Goods have the potential for direct patient contact or where a six (6) foot clearance from a patient cannot be maintained at all times. **THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION OR REPLACEMENT, OR REFUND OF THE PURCHASE PRICE FOR THE NON-CONFORMING GOODS.**

6. LIMITATION OF REMEDY AND LIABILITY: SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE AND THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS OR PARTS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

BUYER AGREES THAT SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS SHALL NOT EXTEND TO INCLUDE INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, business interruption, loss of use, revenue, reputation and data, costs incurred, including without limitation, for capital, fuel, power and loss or damage to property or equipment.

7. INSURANCE: Seller shall maintain the following insurance or self-insurance coverage: **Worker's Compensation** in accordance with the statutory requirements of the state in which the work is performed. **Employer's Liability** with a limit of liability of \$1,000,000 per occurrence for bodily injury by accident or bodily injury by disease. **Commercial General Liability (CGL)** for bodily injury and property damage with a limit

of \$1,000,000 per occurrence and per location aggregate. **Automobile Liability** insurance that covers usage of all owned, non-owned and leased vehicles and which is subject to a combined single limit per occurrence of \$1,000,000. Automobile Liability insurance includes Contractual Liability, but no special endorsements. **Buyer expressly acknowledges and agrees that Seller has set its prices and entered into this Agreement in reliance upon the limitations of liability, insurance coverage, and other terms and conditions specified herein, which allocate the risk between Seller and Buyer and form a basis of this bargain between the parties.**

8. PATENTS AND COPYRIGHTS: Subject to the limitations of the second paragraph of Section 6 and any and all associated terms, conditions and documents incorporated by specific reference by Seller, Seller warrants that the Goods sold, except as are made specifically for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent or copyright in existence as of the date of shipment. This warranty is given upon the condition that Buyer promptly notify Seller of any claim or suit involving Buyer in which such infringement is alleged and cooperate fully with Seller and permit Seller to control completely the defense, settlement or compromise of any such allegation of infringement. Seller's warranty as to utility patents only applies to infringement arising solely out of Buyer's operation according to Seller's specifications and instructions of such Goods and/or Software. In the event (i) such Goods are held to infringe such a U.S. patent or copyright in such suit, and the use of such Goods is enjoined, or (ii) a compromise or settlement is made by Seller, Seller shall have the right, at its option and expense, to procure for Buyer the right to continue using such Goods, or replace them with non-infringing Goods and/or Software, or modify same to become non-infringing, or grant Buyer a credit for the depreciated value of such Goods and accept return of them. In the event of the foregoing, Seller may also, at its option, cancel the agreement as to future deliveries of such Goods, without liability. Except as otherwise provided herein, Seller or applicable third party licensor to Seller maintains all right, title and interest in and to the intellectual property in the Goods or Parts.

9. EXCUSE OF PERFORMANCE: Seller shall not be liable for delays in performance or for non-performance due to acts of God; acts of Buyer; war; viral outbreaks, disease, pandemic, widespread sickness, or epidemic; fire; flood; weather; sabotage; strikes or labor disputes; civil disturbances or riots; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation; unavailability of or delays in the supply of materials, components, parts or labor required for the design and/or manufacture of Goods or the performance by Seller hereunder; default of suppliers; or unforeseen circumstances, acts or omissions of Buyer, or any events or causes beyond Seller's reasonable control. Deliveries or other performance may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any of the foregoing, but the balance of this Agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods or Parts, or to obtain material used directly or indirectly in the manufacture of the Goods or Parts is hindered, limited or made impracticable due to causes set forth in this paragraph, Seller may delay or cancel performance, make equitable adjustments in Seller's price for the Goods or Parts and/or allocate its available supply of the Goods or Parts and/or such material (without obligation to acquire other supplies of any such Goods, Parts or material) among its purchasers on such basis as Seller determines to be equitable without liability for any failure of performance which may result therefrom.

10. CANCELLATION: Buyer may cancel orders only upon thirty (30) days advance written notice and upon payment to Seller of Seller's cancellation charges which include, among other things, all costs and expenses incurred,



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and to cover commitments made by the Seller, and a reasonable profit thereon. Seller's determination of such cancellation charges shall be conclusive.

11. **CHANGES:** Buyer may request changes or additions to the Goods or Parts consistent with Seller's specifications and criteria. In the event such changes or additions are accepted by Seller, Seller may revise the price, license fees, and dates of delivery and/or performance dates. Seller reserves the right to change designs and specifications for the Goods or Parts without prior notice to Buyer.

12. **ASSIGNMENT:** Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Seller, and any such assignment, without such consent, shall be void.

13. **DOCUMENTATION:** Seller shall provide Buyer with that data/documentation which is specifically identified in Seller's quotation. If additional copies of data/documentation are to be provided by Seller, it shall be provided to Buyer at Seller's applicable prices then in effect.

14. **INSPECTION/TESTING:** Buyer shall have ten (10) days from (i) the date of delivery of Goods or Parts and (ii) from the date of completion of each portion of the services to inspect the Goods or Parts and in the event of any non-conformity, Buyer must give written notice to Seller within said period stating why the Goods or Parts are not conforming. Failure by Buyer to give such notice constitutes unqualified acceptance of the Goods or Parts. Buyer's sole remedy for non-conforming services shall be correct performance of services incorrectly performed by Seller.

15. **RETURNED GOODS:** Advance written permission to return Goods or Parts must be obtained from Seller in accordance with Seller's then current Return Material Authorization (RMA) procedures and a return authorization number issued. Such Goods or Parts must be (i) current, unused, catalogued Goods or Parts still in original packaging (ii) free of all liens, encumbrances, or other claims, and (iii) shipped, transportation prepaid, to Seller's specified location. Returns made without proper written permission will not be accepted by Seller. Seller reserves the right to inspect Goods or Parts prior to authorizing return.

16. **BILLABLE SERVICES:** Additional charges will be billed to Buyer at Seller's then prevailing labor rates and Parts prices for any of the following: a) any services not specified in Seller's quotation, Seller's order acknowledgement, Seller's scope of work, or other documents referenced herein and therein; b) any services performed at times other than Seller's normal service hours; c) if timely and reasonable site and/or equipment access is denied the Seller service representative; d) if it is necessary, due to local circumstances, to use union labor or hire an outside contractor, Seller service personnel will provide supervision only and the cost of such union or contract labor will be charged to Buyer; (e) if service or repair is necessary to return equipment to proper operating condition as a result of other than Seller (i) maintenance, repair, or modification (including, without limitation, changes in specifications or incorporation of attachments or other features), (ii) misuse or neglect, (including, without limitation, failure to maintain facilities and equipment in a reasonable manner), (iii) failure to operate equipment in accordance with applicable specifications, and (iv) catastrophe, accident, or other causes external to equipment; (f) Seller's performance is made more burdensome or costly as a result of Buyer's failure to comply with its obligations herein, or (g) any additional obligations or requirements, including but not limited to those related to insurance requirements, service delivery, building entry or technical training.

17. **DRAWINGS:** Seller's documentation, prints and drawings (including without limitation, the underlying technology) furnished by Seller to Buyer in connection with this Agreement are the property of Seller and Seller retains all rights, including without limitation, exclusive rights of use, licensing and sale. Possession of such prints or drawings does not convey to Buyer any rights or license, and Buyer shall return all copies (in whatever medium) of such prints or drawings to Seller immediately upon request therefore. Notwithstanding the foregoing, Buyer may use the documentation, prints and drawings in connection with the use of the Goods, Parts, and/or Software.

18. **BUYER SUPPLIED DATA:** To the extent that Seller has been provided by, or on behalf of, Buyer any specifications, description of operating conditions or other data and information in connection with the selection or design of the Goods or Parts and/or the provision of services, and the actual operating conditions or other circumstances differ from those provided by Buyer and relied upon by Seller, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

19. **EXPORT/IMPORT:** Buyer agrees that all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which Goods or Parts and services may be supplied, will apply to their receipt and use. In no event shall Buyer use, transfer, release, import, export, Goods or Parts in violation of such applicable laws, regulations, orders or requirements.

20. **NON-SOLICITATION:** Buyer shall not solicit, directly or indirectly, or employ any employee of Seller during the period any Goods are being provided to Buyer and for a period of one (1) year after the last provision of Goods.

21. **GENERAL PROVISIONS:** This Agreement supersedes all other communications, negotiations and prior oral or written statements regarding the subject matter of this Agreement. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon the Seller unless made in writing and signed on its behalf by a duly authorized representative of Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to this Agreement by Seller's receipt, acknowledgment, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with or in addition to those set forth herein. Any such modifications or additional terms are specifically rejected and deemed a material alteration hereof. Seller reserves the right to subcontract services to others. No waiver by either party with respect to any breach or default or of any right or remedy, and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication are subject to correction.

The validity, performance, and all other matters relating to the interpretation and effect of this Agreement shall be governed by the law of the state of Ohio without regard to its conflict of laws principles. Buyer and Seller agree that the proper venue for all actions arising in connection herewith shall be only in Ohio and the parties agree to submit to such jurisdiction. No action, regardless of form, arising out of transactions relating to this contract, may be brought by either party more than two (2) years after the cause of action has



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accrued. The U.N. Convention on Contracts for the International Sales of Goods shall not apply to this agreement.

22. ADDITIONAL SERVICE CONDITIONS: The Buyer shall furnish to Seller, at no cost, suitable working space, storage space, adequate heat, telephone, light, ventilation, regulated electric power and outlets for testing purposes. The facilities shall be within a reasonable distance from where the Goods are to be provided. Seller and its representatives shall have full and free access to the equipment in order to provide the necessary Goods. Buyer authorizes Seller to send a service technician or an authorized agent to access any site requested by Buyer to perform services, including services on different scopes of work and equipment as requested by Buyer. Buyer shall provide the means to shut-off and secure electric power to the equipment and provide safe working conditions. Seller is under no obligation to remove or dispose of Parts or equipment unless specifically agreed upon in Seller's scope of work. Buyer shall immediately inform Seller, in writing, at the time of order placement and thereafter, of any unsafe or hazardous substance or condition at the site, including, but not limited to, the presence of asbestos or asbestos-containing materials, and shall provide Seller with any applicable Material Data Safety Sheets regarding the same. Any losses, costs, damages, claims and expenses incurred by Seller as a result of Buyer's failure to so advise Seller shall be borne by Buyer. Seller, in its sole discretion and without cost or penalty, reserves the right to cancel its performance under this Agreement or any order immediately upon written notice to Buyer following Seller discovery of unsafe or hazardous site substance or condition or any other circumstance altering Seller's performance hereunder. Buyer shall appoint a representative familiar with the site and the nature of Seller's performance to be accessible at all times that Seller personnel are at the site. Seller shall not be liable for any expenses incurred by Buyer in removing, replacing or refurbishing any Buyer equipment or any part of Buyer's building structure that restricts Seller access. Buyer personnel shall cooperate

with and provide all necessary assistance to Seller. Seller shall not be liable or responsible for any work performed by Buyer.

23. COMPLIANCE WITH LAW: Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of Goods will occur.

24. INDEMNITY: Each party shall indemnify and hold the other party harmless from loss, damage, liability or expense resulting from damage to personal property of a third party, or injuries, including death, to third parties to the extent caused by a negligent act or omission of the party providing indemnification or that party's subcontractors, agents or employees during performance of services hereunder. Such indemnification shall be reduced to the extent damage or injuries are attributable to others and in no event shall the indemnifying party be obligated to indemnify or insure the other party for the indemnitee's own fault or negligence. The indemnifying party shall defend the other party in accordance with and to the extent of the above indemnification, provided that the indemnifying party is: i) promptly notified by the other party, in writing, of any claims, demands or suits for such damages or injuries; ii) given all reasonable information and assistance by the other party; iii) given full control over any resulting negotiation, arbitration or litigation, including the right to choose counsel and settle claims, or the indemnifying party's obligations herein shall be deemed waived.

The parties hereto agree any orders placed by Buyer for Seller to provide Goods, regardless of any terms and conditions on any quote, purchase order or other documents exchanged, the terms and conditions of this Agreement shall prevail.

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LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: Department of Public Services

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

The Mayor is requesting an ordinance to purchase a Flyght Pump from Buckeye Pumps in the amount of \$25,831.00 for the replacement of pump #1 at the Aurora Lake Lift Station. The existing pump is beyond repair and warrants replacement. Buckeye Pumps is the sales representative within the region for Flyght pumps, thus requesting sole source purchasing.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 11/7/2023

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 11/6/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 11/6/2023

6. READINGS – COUNCIL ACTION ON: ☒ FIRST ☐ SECOND ☐ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☒ Yes ☐ No

IF YES, WHY? (TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

To order and obtain the pump as soon as possible.

8. ARE FUNDS NEEDED? ☒ Yes ☐ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☒ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

7200-0000-5-7266 - Pumps

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

Proposal

WORKSHEET PREPARED BY: Samantha McCoy

APPROVED BY: Harry Stark

MAYOR APPROVAL:

Ann Womack
10/31/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

11.6.2023
ADOPTED
8-0

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

ORDINANCE 2023-168

INTRODUCED BY: Scott Wolf

SECONDED BY: Brad Dugan

AN ORDINANCE ACCEPTING THE PROPOSAL OF, AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GARDINER, INC. IN THE AMOUNT OF \$50,755.00, WHICH IS THROUGH THE EQUALIS COOPERATIVE PURCHASING ORGANIZATION, FOR THE PREVENTATIVE REPLACEMENT OF THE HVAC UNIT AT CITY HALL TAKING THE NECESSARY FUNDS FROM THE CAPITAL IMPROVEMENT FUND (60) AND DECLARING AN EMERGENCY TO COMPLETE THE WORK AS SOON AS POSSIBLE

WHEREAS, Gardiner, Inc. submitted a proposal in the amount of \$50,755.00, which is through the Equalis Cooperative Purchasing Organization for the replacement of the HVAC unit at City Hall; and

WHEREAS, it is in the best interests of the city to accept this proposal without advertising for bids; and

WHEREAS, the necessary funds shall be taken from the Capital Improvement Fund (60);

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby authorizes the Mayor to accept the proposal of, and enter into a contract with Gardiner, Inc. in the amount of \$50,755.00, which is through the Equalis Cooperative Purchasing Organization, for the preventative replacement of the HVAC unit at City Hall.

Section 2. City Council finds it to be in the best interests of the city to accept the proposal of Gardiner, Inc. without advertising for bids.

Section 3. The necessary funds shall be taken from the Capital Improvement Fund (60).

Section 4. It is hereby 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 any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of this municipality and for the further reason to complete the work as soon as possible. Wherefore, provided it receives an affirmative vote of six or more of the members elected to this Council, this Ordinance shall take effect and be in force immediately upon its passage by Council and approval of the Mayor; otherwise, it shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023

Effective November 7, 2023 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:

Marie Lawrie
Marie Lawrie, Clerk of Council

Approved as to legal form by:

Dean DePiero
Dean DePiero, Director of Law

CERTIFICATE OF POSTING

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of November, 2023.

Signed this 7 Day of November, 2023.

Marie Lawrie
Clerk of Council
City of Aurora

e.



2023-168

31200 Bainbridge Rd.
Solon | Ohio | 44139
440.248.3400
www.whgardiner.com

Unit Replacement Proposal

Presented By

Gardiner
31200 Bainbridge Rd.
Solon, OH 44139
Phone: 440-248-3400

Proposal Date: 10/16/2023

Proposal Number: P01364r1

Presented To

Dave Frisbee
Aurora Town Hall
130 S Chillicothe Rd
Aurora, OH 44202-6800

Thank you for the opportunity to present the following proposal. Gardiner is committed to providing the best support and experience in the market for your facility. We appreciate your consideration on the following:

RE: City of Aurora - City Hall Unit Replacement

Scope of Work

City Hall - (1) Twinned Unit - City Hall - (1) Single Unit

- ☐ Remove and replace twinned furnace and air conditioner.
- ☐ Includes "media" filters
- ☐ Includes all labor and materials.
- ☐ Start up and confirm proper operation.

OUR PRICE FOR THIS PROPOSAL IS\$50,755.00

The above price is based on above work noted. Any other work that may be needed will be quoted at additional charge. The above price is firm for thirty (30) days and does include sales and/or use taxes, if applicable. Pricing is based on work during normal hours at standard labor rates. Overtime labor is an additional charge.

If this quotation meets with your approval, please sign the **Client Acceptance** authorization and return. Thank you for the opportunity to work with you on this project. If you have any questions, please feel free to call.

Gardiner Acceptance

Signature (Authorized Representative)

Rocky Williams

Name (Print/ Type)

440-248-3400

Phone

10/16/2023

P01364

Date

Proposal #

Client Acceptance

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#



2023-168

Gardiner Terms & Conditions

Acceptance

If your order is an acceptance of a written proposal, on a form provided by Gardiner Service Company DBA Gardiner, without the addition of any other terms and conditions of sale or any other modification, this document shall be treated solely as an acknowledgment of such order, subject to credit approval. If your order is not such an acceptance, then this document is Gardiner's offer, subject to credit approval, to provide the goods and/or work solely in accordance with the following terms and conditions of sale. Customer's acceptance of goods and/or work by Gardiner on this order will in any event constitute an acceptance by Customer of these terms and conditions. This proposal shall remain valid for a period of 30 days from the date of proposal.

Payment Terms

Customer shall pay Gardiner's invoices within net thirty (30) days of invoice date. Gardiner will invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all work performed on-site or off-site on a monthly basis. All amounts outstanding 10 days beyond the due date are subject to a service charge not to exceed 1.5% of the principal amount due or the maximum allowable legal interest rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Gardiner in attempting to collect amounts due.

Asbestos And Hazardous Materials

Gardiner's work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials").

No-Hire; No-Solicitation

Customer hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), (for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. Customer acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the Customer agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.

Warranty

Gardiner guarantees service work and all materials of Gardiner's manufacture against defects in workmanship for one year from date of completion of work and will repair or replace such products or components as Gardiner finds defective. This warranty does not include cost of handling, shipping or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by Gardiner, but manufactured by others, the only warranty provided is that of the manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GARDINER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

Limitation Of Liability

All claims, causes of action or legal proceedings against Gardiner arising from Gardiner performance under this contract must be commenced by Customer within the express warranty period specified above. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof of Customer. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GSC FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO, CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OR ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

Disputes & Choice of Laws

This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. All discoveries shall be completed within (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.

Entire Agreement

These terms and conditions, and the terms and conditions on the reverse side hereof, constitute the entire agreement between Gardiner and Customer. If there is a conflict with any other terms and conditions, these terms and conditions, together with those on the reverse side hereof, shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements or representations become part of this contract unless expressly agreed to in writing by an authorized representative of Gardiner.

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: Department of Public Services

2023-168

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

The Mayor is requesting an ordinance to enter into contract with Gardiner, Inc. in the amount of \$50,755.00 for the preventative replacement of the HVAC unit at City Hall as a result of the analysis performed by Gardiner, Inc. at all city buildings. Gardiner, Inc. is a member of Equalis, a cooperative purchasing organization.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 11/7/2023

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 11/6/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 11/6/2023

6. READINGS – COUNCIL ACTION ON: ☒ FIRST ☐ SECOND ☐ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☒ Yes ☐ No

IF YES, WHY? (TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

To schedule warranted replacement accordingly while funds remain.

8. ARE FUNDS NEEDED? ☒ Yes ☐ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☒ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

6000-0000-5-7361 HVAC Upgrades

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

Proposal

WORKSHEET PREPARED BY: Samantha McCoy

APPROVED BY: Harry Stark

MAYOR APPROVAL:

Ann Womack
10/31/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-169

INTRODUCED BY: Brad Duguay
SECONDED BY: Peter French

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF MR. DALE MORAVEC TO AURORA'S TREE COMMISSION FOR THE TERM ENDING DECEMBER 31, 2027, REPLACING MARTHA SICKINGER

WHEREAS, Ms. Martha Sickinger's term on the Aurora Tree Commission expires December 31, 2023; and

WHEREAS, the Mayor has appointed Mr. Dale Moravec to Aurora's Tree Commission for a term ending December 31, 2027, and has asked Council's confirmation of this appointment; and

WHEREAS, Council desires to confirm this appointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby confirms the Mayor's appointment of Mr. Rob Swaney to Aurora's Tree Commission for the term ending December 31, 2027.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023
Effective: December 6, 2023 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**


I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.


Clerk of Council
City of Aurora

f.

2023-169

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: MAYOR

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

**A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF MR. DALE MORAVEC TO
MEMBERSHIP ON AURORA'S TREE COMMISSION FOR THE TERM ENDING DECEMBER 31, 2027.
DALE IS REPLACING MARTHA SICKINGER WHO NO LONGER WISHES TO CONTINUE AFTER
HER CURRENT TERM EXPIRES 12.31.23.**

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/2024

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 11/06/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 11/06/2023

11-6-2023
Adopted 8-0

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☒ SECOND ☐ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: KRISTINE ALLEN

APPROVED BY: _____

MAYOR APPROVAL: _____

[Signature]
10/31/23

**THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING**

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-170

INTRODUCED BY: John Kudley, Jr.

SECONDED BY: Scott Wolf

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF MR. STAN SMITH TO MEMBERSHIP ON AURORA'S ARCHITECTURAL BOARD OF REVIEW, FOR THE TERM ENDING DECEMBER 31, 2027, REPLACING MELISSA COLEMAN

WHEREAS, Melissa Coleman's term on the ABR is expiring on December 31, 2023

WHEREAS, the Mayor has appointed Mr. Stan Smith to membership on Aurora's Architectural Board of Review, for the term ending December 31, 2027, and has asked Council's confirmation of this appointment; and

WHEREAS, City Council desires to confirm this appointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby confirms the Mayor's appointment of Mr. Stan Smith to membership on Aurora's Architectural Board of Review for a term expiring December 31, 2027.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023

Effective: December 6, 2023 By: Ann Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**


I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.


Clerk of Council
City of Aurora

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: Mayor

2023-170

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF STAN SMITH

TO MEMBERSHIP ON AURORA'S ARCHITECTURAL BOARD OF REVIEW, REPLACING MELISSA

COLEMAN, FOR THE TERM ENDING DECEMBER 31, 2027. STAN IS CURRENTLY AN ALTERNATE

MEMBER ON ABR AND WILL MOVE TO REGULAR MEMBER.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/2024

11.6.2023

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 11/06/2023

Adopted
8-0

5. DATE TO APPEAR ON COUNCIL AGENDA: 11/06/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☒ SECOND ☐ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: Kristine Allen

APPROVED BY: _____

MAYOR APPROVAL: _____

10/31/23

**THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING**

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

RESOLUTION 2023-171

INTRODUCED BY: John Kudley, Jr.

SECONDED BY: Scott Wolf

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF MS. VALOREE VARGO TO MEMBERSHIP ON AURORA'S ARCHITECTURAL BOARD OF REVIEW, AS AN ALTERNATE MEMBER FOR THE TERM ENDING DECEMBER 31, 2025, REPLACING STAN SMITH

WHEREAS, Stan Smith has been appointed as a regular member of the Architectural Board of Review; and

WHEREAS, the Mayor has appointed Ms. Valoree Vargo to membership on Aurora's Architectural Board of Review, as an alternate member for the term ending December 31, 2025, and has asked Council's confirmation of this appointment; and

WHEREAS, City Council desires to confirm this appointment;

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. City Council hereby confirms the Mayor's appointment of Ms. Valoree Vargo to membership on Aurora's Architectural Board of Review, as an alternate member for a term expiring December 31, 2025.

Section 2. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Resolution shall take effect and be in force after the earliest time provided by law.


Adopted: November 6, 2023 Approved: Nov. 7, 2023

Effective: December 6, 2023 By: Ann H. Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:


Marie Lawrie, Clerk of Council

Approved as to legal form by:


Dean DePiero, Director of Law**CERTIFICATE OF POSTING**

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Resolution was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.


Clerk of Council
City of Aurora

LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: Mayor

2023-171

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF VALOREE VARGO

TO MEMBERSHIP ON AURORA'S ARCHITECTURAL BOARD OF REVIEW,

**AS ALTERNATE MEMBER, RELACING STAN SMITH WHO IS MOVING TO REGULAR MEMBER, FOR
THE TERM ENDING DECEMBER 31, 2025.**

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 01/01/2024

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 11/06/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 11/06/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☒ SECOND ☐ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☐ Yes ☒ No IF YES, WHY?
(TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

11-6-2023
Adopted
8-0

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

WORKSHEET PREPARED BY: Kristine Allen

APPROVED BY: _____

MAYOR APPROVAL:

Ann Marie Boy
10/31/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING

Sponsor: Committee of the Whole
This is not a Revision to the Codified Ordinances

CITY OF AURORA
OHIO

ORDINANCE 2023-172

INTRODUCED BY: Brad Duquay
SECONDED BY: Dennis Kovach

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, WITH KAREN STACKO AND THOMAS MARACZ FOR THE PURPOSE OF LEASING THE CITY OWNED MILLER PROPERTY LOCATED AT 899 E. PAGE ROAD, AURORA AND DECLARING AN EMERGENCY AS THE CURRENT LEASE EXPIRES DECEMBER 31, 2023

WHEREAS, the city currently leases the city owned Miller property located at 899 E. Page Road, Aurora, to Karen Stacko and Thomas Maracz; and

WHEREAS, the city desires to extend that lease for one year; and

WHEREAS, the Mayor is hereby authorized to execute a lease agreement, substantially in the form attached hereto, with Karen Stacko and Thomas Maracz for the purpose of leasing the city owned Miller property located at 899 E. Page Road, Aurora;

NOW, THEREFORE, BE IT ORDAINED by the Council for the City of Aurora, County of Portage, State of Ohio, that:

Section 1. The Mayor is hereby authorized to execute a lease agreement, substantially in the form attached hereto, with Karen Stacko and Thomas Maracz for the purpose of leasing the city owned Miller property located at 899 E. Page Road, Aurora.

Section 2. It is hereby 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 any of its Committees that resulted in such formal action were in meetings open to the public in compliance with the legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of this municipality and for the further reason that the current lease expires December 31, 2023. Wherefore, provided it receives an affirmative vote of six or more of the members elected to this Council, this Ordinance shall take effect and be in force immediately upon its passage by Council and approval of the Mayor; otherwise, it shall take effect and be in force after the earliest time provided by law.

Adopted: November 6, 2023 Approved: Nov. 7, 2023
Effective: November 7, 2023 By: Ann H. Womer Benjamin
Ann Womer Benjamin, Mayor

Attest:

Marie Lawrie
Marie Lawrie, Clerk of Council

Approved as to legal form by:

Dean DePiero
Dean DePiero, Director of Law

CERTIFICATE OF POSTING

I, Marie Lawrie, do hereby certify that I am the duly appointed and acting Clerk of Council of the City of Aurora, Ohio, and that the foregoing Ordinance was published in the City of Aurora as required by law by posting a true and exact copy thereof at the six (6) public posting places as established by Ordinances 1976-10 and 1992-107 and amended by Ordinances 1998-76, 2000-74, and 2014-078.

- 1) City Hall
- 2) Heinen's Grocery Store, Barrington Town Square
- 3) Fire Station No. 2
- 4) Aurora Memorial Library
- 5) U.S. Post Office, Village Commons Shopping Center
- 6) City Website

Such posting was for a period of fifteen (15) days commencing on the 17 Day of

November, 2023.

Signed this 7 Day of November, 2023.

Marie Lawrie
Clerk of Council
City of Aurora

2023-172

LEASE AGREEMENT

This Lease Agreement is made and entered into this ____ day of _____, 2023 at Aurora, Ohio, by the City of Aurora, Ohio, hereinafter called Lessor, and Karen Stacko and Thomas Maracz, hereinafter called Lessee.

ARTICLE 1.

Demise, Description, Use, Term

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property including the house, barn, garage, and outbuildings, hereinafter called the Leased Premises, known as The Miller Farm and being a portion of the property located at 899 East Page Road, Aurora, Ohio as described on Exhibit "A" attached hereto; for the term of one (1) year commencing on January 1, 2024 and ending on December 31, 2024, for the annual rental payable as specified in Article 2.

Lessee recognizes that the barn, garage and outbuildings are subject to inspection by Lessor, at its sole discretion, to determine the structural integrity of said buildings. Further, Lessor reserves the right to demolish the garage, barn or outbuilding that has been deemed an unsafe structure.

Lessee recognizes and acknowledges that the Leased Premises are a portion of the property known as the Miller Farm and that the Lessor has a comprehensive property plan for the property. Lessee agrees and warrants that they will not interfere with said comprehensive property plan.

The Lessor and Lessee expressly agree that this Lease limits public access to the house and outbuildings on the Leased Premises. Further, Lessor shall have unlimited access to the outbuildings on the Leased Premises.

ARTICLE 2.

Rent and Utilities

Rent - Lessee shall pay Lessor at 129 W. Pioneer Trail, Aurora, Ohio 44202, Attn: Finance Department, or at such other place as the Lessor shall designate from time to time in writing, as rent for the Leased Premises, the amount of One Thousand Three Hundred and 00/100 Dollars (\$1,300.00) per month beginning January 1, 2024 through December 31, 2024, due on or before the first day of each month.

Utilities - Lessee shall contact, select and pay for all utilities, including but not limited to water, sewer, electric, gas, cable television, phone, etc.

Other - As additional consideration paid to the Lessor from the Lessee, the lessee agrees to make improvements to the property and serve as a "caretaker" for the property, as delineated in Article 5.

2023-172

ARTICLE 3.

Insurance

Lessor's Obligation – Lessor maintains fire and extended coverage insurance in the amount of the value of the leased property and other improvements on the leased premises and will continue to do so during the initial term of the Lease.

Lessee's Obligation – Lessee shall maintain renter's insurance for the duration of the lease, adding Lessor as an additional insured on said policy. A copy of said policy shall be provided to Lessor.

Fire and Casualty Damage – If the building or other improvements on the leased premises should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

Total Destruction – If the building on the leased premises should be totally destroyed by fire, flood or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within one year from the date of written notification by Lessee to Lessor of the occurrence of the damage, then this lease shall terminate unless Lessee determines that it wants to proceed with the rebuilding or repairs, but conditioned upon a building permit application being made to the appropriate City department within 120 days of the occurrence of the damage and the rebuilding or repair of the leased premises being diligently pursued by Lessee in compliance with City time lines.

ARTICLE 4.

Waste and Nuisance

Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purpose.

ARTICLE 5.

Repairs

Lessor's Rehabilitation and Replacement Responsibilities – The Lessor will be responsible for repair, or replacement of the structural components and operating systems of leased buildings on the Premises. The Lessor will not be responsible for maintenance or routine repairs or replacements requested for the purposes of cosmetic changes. The Lessor's responsibilities include maintaining the following in good and functional condition:

- a) Structural components – Repair/replacement of foundations, floors, walls, and roof systems. Removal of insect infestations that could undermine the structural integrity of the building, such as termites or carpenter ants.
- b) Electrical – Repair/replacement of wiring, switches, fixtures, breakers, outlets and all other electrical components up to standards in the Ohio Basic Building Code.
- c) Heating, ventilating, and air conditioning (if applicable) – Replacement or repair of furnace, ductwork, A/C condenser, and thermostat.
- d) Water supply systems (household) – Replacement or repair to wells, cisterns, sump pumps, pipes due to functional failure, faucets, tubs, toilets, and sinks due to functional failure. Lessor shall test the water quality at the beginning of the lease,

and upon request by Lessee if issues should arise during the term of the Lease.

- e) Sewer/Waste treatment – Replacement or repair of pipes, septic lines, holding tanks, leach/evapotranspiration fields, sand filters, including necessary root removal.
- f) Exterior fabric – Replacement of siding, trim, porches, steps, and doors.
- g) Interior fabric – no additional responsibilities after the initial rehabilitation unless structural in nature.
- h) Roofing – Replacement of shingles, flashing, gutters, downspouts.
- i) Farm roads and drives – Initial rehabilitation of grade, surface, and material with assistance in major flood events.

Lessee's Routine and Cyclical Maintenance Responsibilities – The Lessee will be responsible for all general maintenance of the Premises buildings and their operating systems. The Lessee's repair and maintenance responsibilities include, but are not limited to:

- a) Electrical – Fuses, light bulbs, and face plates.
- b) Heating, ventilating, air conditioning – Replacement of filters, cleaning ductwork, and annual and routine maintenance of furnace and AC condenser per manufacturer recommendations.
- c) Water supply systems (household) – Replacement of washers and gaskets as needed, performing routine maintenance as per manufacturers recommendations, including draining hot water tank and removing any clogs in water lines.
- d) Sewer/Waste treatment – Reoccurring scheduled maintenance of septic systems. Unblocking/repair of toilets or sewage lines due to neglect and cyclical and/or emergency septic pumping.
- e) Interior fabric – Painting, staining, or refinishing of surfaces, including walls, floors, ceilings, trim, windows, doors, built in cabinets and countertops.
- r) Roofing – Cleaning gutters and maintaining downspouts in unblocked free-flowing condition ensuring positive drainage away from structure.
- g) Residential roads and drives – Maintenance of grade and surface and component renewal such as culverts, water bars, washout and periodic installation of additional gravel.
- h) Trash Recycling – Compliance with City trash and recycling program.
- i) Appliance replacement/repair including refrigerator, microwave, washer, dryer.

The Lessee will maintain residential grounds in an aesthetically pleasing and ecologically healthy manner at the Lessee's sole expense. Aesthetically pleasing is understood to include, but is not limited to, regularly mowed and managed lawn and any ornamental plantings, and

avoidance or removal of unsightly storage or parking of materials, equipment, and vehicles. The Lessor is responsible for all aesthetic and utilitarian snow removal.

ARTICLE 6.

Alterations and Improvements

Alterations and Improvements – Lessee shall not make any alterations or improvements to the Leased Premises without the expressed written consent of Lessor which consent shall not be unreasonably withheld. Lessee is responsible to pay for and obtain all permits necessary for the improvements made to the property.

ARTICLE 7.

Quiet Possession

Covenant of Quiet Possession – Lessor shall, on the commencement date of the term of this Lease as herein above set forth, place Lessee in quiet possession of the Leased Premises and shall secure it in the quiet possession thereof against all lawfully claiming the same during the entire lease term.

ARTICLE 8.

Termination

Termination – Lessor may terminate the within lease at any time if it should determine that the property of the Leased Premises is needed for public purposes. In the event Lessor terminates the lease under the within Section, then and in such event the Lessee shall be given (60) sixty days' notice to vacate the Leased Premises.

ARTICLE 9.

Defaults and Remedies

Default by Lessee – If Lessee shall remain in default under any condition of this Lease for a period of (30) thirty days after written notice from Lessor, or should any other person than Lessee (or successors approved under Article 10) secure possession of the Leased Premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, Lessor may at its option, with written notice to Lessee, terminate this Lease.

Default by Lessor – If Lessor defaults in the performance of any term, covenant, or condition required to be performed by it under this Agreement, Lessee may elect to terminate this agreement on giving at least (30) thirty days' notice to Lessor of such intention, thereby terminating this agreement on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the (30) thirty day period.

ARTICLE 10.

Transferability

The Lessor is entering into this Lease to implement the particular and unique proposal offered by the Lessee, and in reliance on the particular and unique skills and reputation of the Lessee. The Lessor would not enter into this Lease except for such particular and unique proposal, skills and reputation. The Lessor and the Lessee, therefore, expressly agree that the Lessee shall not transfer its interest in this Lease without the prior express written approval of the Lessor. Any transfer of the right to occupy and operate the Leased Premises shall be contingent upon the Lessee and the potential transferee satisfactorily demonstrating to the Lessor that such transfer will result in equal or superior management of the Leased Premises.

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ARTICLE 11.
Miscellaneous

Notice and Addresses - All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following address:

Lessor: Attn: Law Department
City of Aurora
130 S. Chillicothe Road
Aurora, Ohio 44202

Lessee: Karen Stacko and Thomas Maracz
899 East Page Road
Aurora, Ohio 44202

Parties Bound - This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

Ohio Law to Apply - This Agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Portage County, Ohio.

Legal Construction - In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Sole Agreement of the Parties - This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Amendment - No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

Waiver of Default - No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this Lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

Excuse - Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Holding Over - The Lease shall terminate upon the Termination Date and any holding over or failure to vacate the Leased Premises by the Lessee after the Termination Date shall not constitute a renewal of this Lease or give the Lessee any rights hereunder or in or to the Leased Premises.

Indemnity – The Lessee, its employees, and agents shall indemnify, defend, save and hold the Lessor, its employees, successors, agents and assigns, harmless from and against, and reimburse the Lessor for any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation, expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Leased Premises by the Lessee or any other person or entity. The Lessee shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or gross negligence of the Lessor or its employees, contractors or agents.

Limitation of Liens – The Lessee will have no power to do any act or to make any contract that may create or be the foundation of any lien, mortgage, or other encumbrance upon the reversion, fee interest or other estate of the Lessor, or of any interest of the Lessor in the Leased Premises.

Compliance with Applicable Laws – The Lessee shall comply with the lawful requirements of all applicable State, Federal, County, and local governmental entities, wherein the Leased Premises are located with regard to construction, sanitation, licenses, or permits to do business, and all other matters. The Lessee shall give the Lessor immediate written notice of any notice of violation of applicable laws, ordinances, rules, and regulations received by or on the behalf of the Lessee. At the Lessee's sole expense, it shall rectify any such violation promptly.

IN WITNESS WHEREOF, the undersigned hereto have executed this agreement as of the day and year first above written.

SIGNED IN THE PRESENCE OF:

City of Aurora

By: _____
Ann Womer Benjamin, Mayor

By _____
Karen Stacko

By _____
Thomas Maracz

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LEGISLATIVE ACTION WORKSHEET

1. DEPARTMENT OR SPONSOR: Law Department

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

Lease Agreement with Karen Stacko and Thomas Maracz for 899 Page Road for a one (1) year term – January 1, 2024-December 31, 2024 at \$1300 per month.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 12/31/2023

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 11/6/2023

5. DATE TO APPEAR ON COUNCIL AGENDA: 11/6/2023

6. READINGS – COUNCIL ACTION ON: ☐ FIRST ☐ SECOND ☒ THIRD

7. DOES LEGISLATION NEED TO INCLUDE AN EMERGENCY CLAUSE? ☒ Yes ☐ No

IF YES, WHY? (TO BE EFFECTIVE UPON PASSAGE BY COUNCIL AND SIGNING BY THE MAYOR)

The current lease agreement expires December 31, 2023.

8. ARE FUNDS NEEDED? ☐ Yes ☒ No

9. IF FUNDS ARE NEEDED, ARE THEY BUDGETED? ☐ Yes ☐ No

10. INDICATE THE BUDGET LINE ITEM/FUND (NAME & NUMBER) FROM WHICH THEY WILL BE TAKEN:

11. IF THERE ARE ATTACHMENTS RELATIVE TO THIS ISSUE, PLEASE ATTACH

Lease Agreement

WORKSHEET PREPARED BY:

Ange M. Perceles

APPROVED BY:

Dean DeLeonkump

MAYOR APPROVAL:

Ann Marie Boy
10/31/23

THIS FORM ALONG WITH SUPPORTING DOCUMENTS MUST BE SUBMITTED TO
THE CLERK OF COUNCIL'S OFFICE NO LATER THAN THE WEDNESDAY
BEFORE THE COMMITTEE OF THE WHOLE MEETING