

Sponsor: Planning Commission  
This is not a Revision to the Codified Ordinances

CITY OF AURORA  
OHIO

ORDINANCE 2022-056

INTRODUCED BY: Scott Wolf

SECONDED BY: Harold Hatridge

AN ORDINANCE APPROVING THE FINAL PLAT FOR RENAISSANCE PARK AT GEAUGA LAKE SUBDIVISION, PHASE 1B EAST LOCATED ON THE NORTH SIDE OF TREAT ROAD, IN THE M-1 MIXED-USE ZONING DISTRICT AND DECLARING AN EMERGENCY IN ORDER TO ALLOW THE PROJECT TO BEGIN DURING THE CONSTRUCTION SEASON

WHEREAS, Geauga Lake LLC, Pulte Group has submitted a final plat for Renaissance Park at Geauga Lake Subdivision, Phase 1B East to the Planning Commission; and

WHEREAS, the Planning Commission at its regular meeting of March 2, 2022 recommended to the City Council approval of the Renaissance Park at Geauga Lake Subdivision, Phase 1B East final plat.

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

Section 1. The Council of the City of Aurora accepts the recommendation of the Planning Commission to approve the final plat for Renaissance Park at Geauga Lake Subdivision, Phase 1B East.

Section 2. The final plat for Renaissance Park at Geauga Lake Subdivision, Phase 1B East located within the M-1 Mixed-Use zoning district is hereby approved.

Section 3. The approval of the final plat for Renaissance Park at Geauga Lake Subdivision, Phase 1B East is with the express understanding that upon completion of the public improvement set forth in the final plat and the associated improvement plans, those improvements shall be submitted to this Council for acceptance and dedication in a separate Ordinance.

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 allow the project to begin during the construction season. 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: May 9, 2022Approved: May 10, 2022Effective: May 10, 2022By: Ann Womer Benjamin  
Ann Womer Benjamin, Mayor

Attest:

Donna Hawks  
Donna Hawks, Clerk of Council

Approved as to legal form by:

Dean DePiero  
Dean DePiero, Director of Law

### CERTIFICATE OF POSTING

I, Donna Hawks, 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 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 20th Day of

May, 2022.

Signed this 16th Day of May, 2022.

Donna Hawks  
Clerk of Council  
City of Aurora

**PLANNING COMMISSION STAFF REPORT****Project: Renaissance Park at Geauga Lake East Phase 1B**

March 14, 2022 Meeting

Staff: Denise Januska, AICP, Director

Request: Final Plat East Phase 1B  
File: 2010031  
Owner/Applicant: Geauga Lake LLC / Pulte Group  
Location: North side of Treat Road across from Tara  
Current Zoning: M-1: Mixed-Use  
Lot Size: 70.8 acres

Introduction:

The applicant has submitted the final plat for Phase 1B East of the Renaissance Park at Geauga Lake. Phase 1B consists of 30 single-family sublots.

Existing Land Use and Zoning of Surrounding Property			
Project Site	Residential	M-1	Vacant
North	Residential	M-1	Vacant
East	Residential	M-1	Industrial / Gravel Pit
South	Residential	PD	Single-family
West	Residential	M-1	Vacant



Staff Comments:

- Concept plan was approved by Planning Commission on August 7, 2019.
- The concept plan was approved by City Council on September 23, 2019.
- The following documents have been submitted:
  - Wetland delineation
  - Traffic Impact Study
  - US Army Corps of Engineers, Ohio EPA, and ODOT approvals
  - Title search
  - Development agreement
  - Improvement plans and specifications
  - Storm water management agreement
  - Water capacity study
  - Street lighting plan
  - Landscape plan

Planning Commission approved the final plat for Renaissance Park East Phase 1B and forwarded a positive recommendation to City Council conditioned upon final EPA approvals.



2022-056

# RENAISSANCE PARK AT GEAUGA LAKE (EAST) - PHASE 1B

**PRELIMINARY**

CREATING SUBLOTS 21 THRU 50  
AND BLOCKS "M" & "L-1"  
SITUATED IN THE CITY OF AURORA,  
COUNTY OF PORTAGE AND STATE OF  
OHIO, AND KNOWN AS BEING PART OF  
ORIGINAL AURORA TOWNSHIP LOTS 8 & 15

## ACCEPTANCE AND DEDICATION

I, THE UNDERSIGNED, DUFFIELD E. MILKIE, VP & GC OF GEAUGA LAKE LLC, OWNER OF THE HEREON PLATTED RENAISSANCE PARK AT GEAUGA LAKE (EAST) - PHASE 1B, DO HEREBY ASSENT TO AND ADOPT THIS SUBDIVISION AND THAT THE SAME WAS MADE AT OUR REQUEST AND DO HEREBY DEDICATE TO THE PUBLIC USE, AS SUCH, ARTHUR TRAIL (60 FEET WIDE) AND PENNY LANE (80 FEET WIDE) AS SHOWN HEREON AND NOT HERETOFORE DEDICATED AND DO ALSO GRANT EASEMENTS UNTO THE CITY OF AURORA, DESIGNATED HEREON AS "SANITARY (SAN)" EASEMENTS AND "SIDEWALK" EASEMENTS OF THE LIMITS SHOWN AND THE "STORM SEWER (STW)" EASEMENTS ADJACENT TO THE RIGHT OF WAY AND ARE INTENDED GENERALLY TO CONSTRUCT, OPERATE, CLEAN, REPAIR, RELOCATE, REMOVE AND MAINTAIN SIDEWALKS, STORM AND SANITARY SEWERS, DITCHES AND CHANNELS, INCLUDING ALL MANHOLES, CATCH BASINS, HEADWALLS AND RELATED APPURTENANCES. SAID EASEMENTS SHALL INCLUDE THE RIGHT OF ACCESS AND INGRESS AND EGRESS AND THE RIGHT TO REMOVE TREES AND LANDSCAPING WHICH MAY INTERFERE WITH CONSTRUCTION, OPERATION, REPAIR OR MAINTENANCE OF SAID FACILITIES. WE FURTHER GRANT THE RIGHT OF ACCESS AND INGRESS AND EGRESS, ALONG WITH THE RIGHT TO INSTALL THEIR FACILITIES ACROSS (NOT PARALLEL TO) THE SANITARY AND STORM FACILITIES LOCATED WITHIN THE AREAS DESIGNATED HEREON AS "STORM SEWER (STW)" EASEMENTS, AND "SANITARY (SAN)" EASEMENTS UNTO OHIO EDISON, WINDSTREAM COMMUNICATIONS, TIME WARNER CABLE, AND DOMINION EAST OHIO GAS.

WE FURTHER GRANT UNTO THE RENAISSANCE PARK AT GEAUGA LAKE (EAST) HOMEOWNERS ASSOCIATION EASEMENTS DESIGNATED HEREON AS "STORM SEWER (STW)" EASEMENTS AND "STORM WATER MANAGEMENT" EASEMENTS AND AGREE THAT SAID ASSOCIATION SHALL MAINTAIN THE STRUCTURAL PORTIONS (I.E. FOREBAYS AND SLOPES) AND VEGETATIVE PORTIONS (I.E. GRASSES, TREES AND BRUSH) OF THE STORM WATER BASINS. THE CITY OF AURORA AND ITS AUTHORIZED AGENTS SHALL HAVE THE RIGHT FROM TIME TO TIME TO ENTER UPON THE PROPERTY DESIGNATED AS "STORM WATER MANAGEMENT" EASEMENTS, FOR THE PURPOSE OF INSPECTING THE STORM BASINS IF THE INSPECTION DISCLOSES THAT THE HOMEOWNERS ASSOCIATION HAS FAILED TO MAINTAIN THE STRUCTURAL OR VEGETATIVE PORTIONS OF THE STORM BASINS, THE CITY OF AURORA SHALL GIVE WRITTEN NOTICE OF SUCH CONDITIONS TO THE HOMEOWNERS ASSOCIATION, AND THE HOMEOWNERS ASSOCIATION SHALL HAVE THIRTY (30) DAYS (OR A LONGER PERIOD AS MAY BE NECESSARY, PROVIDED SAID LONGER PERIOD IS APPROVED BY THE CITY OF AURORA) AFTER SUCH NOTICE TO REMEDY THE CONDITIONS. NOTWITHSTANDING THE FOREGOING, IF THE CONDITIONS ARE OF AN EMERGENCY NATURE, THE CITY OF AURORA MAY PROMPTLY TAKE STEPS TO CURE SUCH CONDITIONS AND SHALL CONCURRENTLY PROVIDE THE HOMEOWNERS ASSOCIATION NOTICE THEREOF. IF THE CITY OF AURORA INCURS EXPENSE PURSUANT TO THE CORRECTIONS OF SAID CONDITIONS, THE CITY OF AURORA SHALL HAVE THE RIGHT TO COLLECT THE AMOUNT OF SUCH EXPENSES FROM THE HOMEOWNERS ASSOCIATION. IN THE EVENT THE HOMEOWNERS ASSOCIATION DISSOLVES OR GOES OUT OF EXISTENCE FOR ANY REASON, INDIVIDUAL LOT OWNERS, JOINTLY AND SEVERALLY, SHALL BE RESPONSIBLE FOR THE HOMEOWNERS ASSOCIATION OBLIGATIONS HEREIN SET FORTH.

TITLE: \_\_\_\_\_  
[OWNER] \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
TITLE: \_\_\_\_\_  
[WITNESS] \_\_\_\_\_  
PRINT NAME \_\_\_\_\_

## NOTARY PUBLIC

COUNTY OF \_\_\_\_\_ S.S.  
STATE OF \_\_\_\_\_

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED DUFFIELD E. MILKIE, VP AND GC OF GEAUGA LAKE LLC WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT TO BE HIS FREE ACT AND DEED, INDIVIDUALLY, AND AS SUCH OFFICE, AND THE FREE ACT AND DEED OF SAID COMPANY.

IN TESTIMONY WHEREOF I HAVE SET MY HAND AND SEAL  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY THE ABOVE

NOTARY PUBLIC

COMMISSION EXPIRATION

## RESTRICTIVE COVENANTS AND CODE OF REGULATIONS

PROPERTY OWNERS, PURCHASERS, GRANTEEES OR ASSIGNEES AGREE TO ASSESSMENT INSTALLATION AND OPERATION AND MAINTENANCE OF STREET LIGHTING AS DEEMED APPROPRIATE BY COUNCIL RESOLUTION OF NECESSITY. MAINTENANCE OF STORM WATER MANAGEMENT SYSTEMS AS IDENTIFIED ON SHEETS 2 AND 3 SHALL BE THE RESPONSIBILITY OF THE RENAISSANCE PARK AT GEAUGA LAKE (EAST) HOMEOWNER'S ASSOCIATION.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAID SUBDIVISION ARE AS RECORDED IN INSTRUMENT NO. \_\_\_\_\_ OF PORTAGE COUNTY RECORDS AND THE CODE OF REGULATIONS FOR SAID SUBDIVISION ARE AS RECORDED IN INSTRUMENT NO. \_\_\_\_\_ THE SAME ARE INCORPORATED HEREIN BY REFERENCE AS FULLY AS IF REWRITTEN.

ARTHUR TRAIL, PENNY LANE, SYDNEY RUN ROAD, &  
SEAMORE ROAD (R/W DEDICATION & EXTENSION AREA)  
BLOCK "L-1" FUTURE DEVELOPMENT  
BLOCK "M" STORMWATER MANAGEMENT AREA  
SINGLE FAMILY SUBLOT AREA (30 SUBLOTS)

TOTAL AREA

3.0709 Ac.  
35.6635 Ac.  
21.4914 Ac.  
10.6727 Ac.  
70.8985 Ac.

**PRELIMINARY**

## SANITARY SEWER EASEMENT VACATION

PORTION OF EXISTING SANITARY SEWER EASEMENT RECORDED IN PLAT \_\_\_\_\_ P.C.M.R.  
WITHIN PHASE 1B AS SHOWN HEREON TO BE VACATED WITH THE RECORDING OF THIS PLAT.  
EASEMENT AREA WITHIN BLOCK "L-1" OF THIS PLAT TO REMAIN.

## UNDERGROUND UTILITY EASEMENT

THE OWNER OF THE WITHIN PLATTED LAND, DOES HEREBY GRANT UNTO OHIO EDISON, WINDSTREAM COMMUNICATIONS, TIME WARNER CABLE, AND DOMINION EAST OHIO GAS

ALL OHIO CORPORATIONS, THEIR SUCCESSORS AND ASSIGNS, (HEREINAFTER REFERRED TO AS THE GRANTEEES) A PERMANENT RIGHT OF WAY AND EASEMENT TWELVE (12) FEET IN WIDTH UNDER, OVER AND THROUGH ALL LANDS SHOWN HEREON AS "UTILITY" EASEMENT: TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE SUCH UNDERGROUND ELECTRIC, GAS AND COMMUNICATIONS CABLES, DUCTS, CONDUITS, SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTAL, CONCRETE PADS AND OTHER FACILITIES AS ARE DEEMED NECESSARY OR CONVENIENT BY THE GRANTEEES FOR DISTRIBUTING AND TRANSMITTING ELECTRICITY AND COMMUNICATIONS SIGNALS, FOR PUBLIC AND PRIVATE USE AT SUCH LOCATIONS AS GRANTEEES MAY DETERMINE, UPON, WITHIN AND ACROSS THE EASEMENT PREMISES. SAID EASEMENT RIGHT SHALL INCLUDE THE RIGHT, WITHOUT LIABILITY THEREFOR, TO REMOVE TREES AND LANDSCAPING INCLUDING LAWNS, WITHIN AND WITHOUT SAID EASEMENT PREMISES WHICH MAY INTERFERE WITH THE INSTALLATION, MAINTENANCE, REPAIR OR OPERATION OF SAID ELECTRIC AND COMMUNICATION FACILITIES, THE RIGHT TO INSTALL, REPAIR, AUGMENT AND MAINTAIN SERVICE CABLES OUTSIDE THE ABOVE DESCRIBED EASEMENT PREMISES AND WITH THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM FOR ANY OF THE PURPOSES THIS RIGHT OF WAY AND EASEMENT GRANT. ALL SUBLOTS AND ALL LANDS SHALL BE RESTRICTED TO UNDERGROUND SERVICE.

GRANTED BY GEAUGA LAKE LLC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY

DUFFIELD E. MILKIE, VP AND GC OF GEAUGA LAKE LLC

TIME WARNER CABLE DATE \_\_\_\_\_ OHIO EDISON DATE \_\_\_\_\_  
DOMINION EAST OHIO GAS DATE \_\_\_\_\_ WINDSTREAM COMMUNICATIONS DATE \_\_\_\_\_

## RECORDING

RECEIVED FOR RECORDING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

AND RECORDED IN VOLUME \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE PORTAGE COUNTY PLAT RECORDS

FEE \_\_\_\_\_ PORTAGE COUNTY RECORDER

RECEIVED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

PORTAGE COUNTY TAX MAP DEPARTMENT

RECEIVED FOR TRANSFER THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

FEE \_\_\_\_\_ PORTAGE COUNTY AUDITOR



VICINITY MAP  
NOT TO SCALE

## APPROVALS

THIS PLAT IS HEREBY APPROVED BY THE ENGINEER OF THE CITY OF AURORA, OHIO  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

CITY ENGINEER

THIS PLAT IS HEREBY APPROVED BY THE PLANNING & ZONING DIRECTOR OF THE CITY OF AURORA, OHIO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

PLANNING & ZONING DIRECTOR

THIS PLAT IS HEREBY APPROVED BY THE PLANNING COMMISSION OF THE CITY OF AURORA, OHIO  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

CHAIRMAN

THIS PLAT IS HEREBY APPROVED BY THE COUNCIL OF THE CITY OF AURORA, OHIO, BY ORDINANCE NO. \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

PRESIDENT

CLERK OF COUNCIL

## SURVEY CERTIFICATION

I HEREBY CERTIFY THAT I HAVE SURVEYED THE LAND SHOWN ON THIS PLAT, THAT THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SURVEYED AND THE SUBDIVISION THEREOF, AND THAT I HAVE FOUND OR SET THE PINS AND MONUMENTS AS SHOWN ON THIS PLAT.

THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WAS PREPARED IN ACCORDANCE WITH AND SATISFIES THE MINIMUM STANDARDS FOR BOUNDARY SURVEYS IN THE STATE OF OHIO, AS CODIFIED IN CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE IN EFFECT AT THE TIME.

DISTANCES SHOWN HEREON ARE GIVEN IN FEET AND DECIMAL PARTS THEREOF. THE BASIS OF BEARINGS FOR THIS SURVEY IS GRID NORTH AS ESTABLISHED BY NAD 83 (GRS86) OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (3401) BY GPS OBSERVATIONS AND THE BEARINGS SHOWN HEREON ARE USED TO DENOTE ANGLES ONLY.

I HEREBY STATE TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, ALL TO BE CORRECT.

FIELD WORK COMPLETED ON APRIL 2020

**PRELIMINARY**

STEVEN J. WETZEL  
REGISTERED SURVEYOR NO. 8622-OHIO

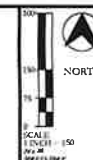
DATE \_\_\_\_\_

REV NO	DATE	10/21/20	10/21/20	10/21/20
BY	DATE	DATE	DATE	DATE
DRG	DRG	DRG	DRG	DRG
EAST	WEST	DRG	DRG	DRG

RENAISSANCE PARK AT GEAUGA LAKE (EAST)  
PHASE 1B - TITLE SHEET  
CITY OF AURORA, COUNTY OF PORTAGE, STATE OF OHIO

NEFF ASSOCIATES  
SHEET NO  
1 OF 3

**PRELIMINARY**



**PRELIMINARY**

REFERENCE SURVEYS:

RIVERS EDGE SUBDIVISION VIL 11 PH 39-46 O.C.R.  
 AMENDED TIMBER TRAILS SUBDIVISION  
 VIL 13 PG 37-42 O.C.R.  
 LINCOLN FOREST ALLOTMENT P.E. 12 PG. 2 P.C.M.R.  
 REPLAT & CONSOLIDATION OF LOTS 13, 4, 5, 6 OF  
 LINCOLN FOREST ALLOTMENT PLAT200B-53 P.C.M.R.  
 PLAT OF MCGINNIS SUBDIVISION PLAT 2010-37 P.C.M.R.  
 REPLAT OF LOTS 1 & 2 OF LINCOLN FOREST ALLOTMENT  
 PLAT 2020-44 P.C.M.R.  
 RENAISSANCE PARK A GAULEA LAKE (EAST) PHASE 1  
 PLAT P.C.M.R.

**LEGEND:**

1. IRON PIN OR PIPE FOUND AS DESCRIBED
2. MONUMENT BOX AND PIN FOUND AS DESCRIBED
3. 5/8" IRON PIN W/ CAP MARKED NEFF & ASSOC.-8622 (SET OR TO BE SET AT ALL CORNERS AND CHANGES IN ALIGNMENT.)
4. MONUMENT BOX W/ 5/8" IRON PIN W/ CAP MARKED NEFF & ASSOC.-8622 (TO BE SET AFTER STREET CONSTRUCTION)

## NOTES:

- 1) **STORMWATER EASEMENTS, STORM SEWER EASEMENTS (SSW) ADJACENT TO THE RIGHT OF WAY ARE GRANTED THE CITY OF AURORA.**
- 2) **STORM SEWER EASEMENTS (SSW) AND STORM WATER MANAGEMENT EASEMENTS ARE GRANTED TO THE RENAISSANCE PARK AT CEAUGA LAKE HOMEOWNERS ASSOCIATION.**
- 3) **12' UTILITY EASEMENTS ARE GRANTED TO OHIO EDISON, TIME WARNER CABLE, WESTREAM COMMUNICATIONS AND DOMINION EAST OHIO GAS.**
- 4) **SANITARY SEWER EASEMENT SHALL BE GRANTED TO THE CITY OF AURORA.**
- 5) **EASEMENTS ARE DIVIDED EQUALLY ALONG LOT LINES UNLESS OTHERWISE SPECIFIED.**

MINIMUM BUILDING SETBACKS:  
SINGLE FAMILY (SUBLOTS 21 THROUGH 50)  
FRONT YARD SETBACK = 35.00' (FRONT LOAD GARAGES)  
FRONT YARD SETBACK = 25.00' (SIDE LOAD GARAGES)  
SIDE YARD SETBACK = 10.00'  
REAR YARD SETBACK = 25.00'

ENLARGEMENT DETAIL "A"

**PRELIMINARY**

RENAISSANCE PARK AT GEauga LAKE (EAST)  
PHASE 1B - OVERALL PLAT  
CITY OF AURORA, COUNTY OF PORTAGE, STATE OF OHIO

NEFF ASSOCIATES  
INCORPORATED

SHEET NO.  
2 OF 3

2022-054

PRELIMINARY

NOTES:

- 1) SIDEWALK EASEMENTS, STORM SEWER EASEMENTS (STW) ADJACENT TO THE RIGHT OF WAY ARE GRANTED THE CITY OF AURORA.
- 2) STORM SEWER EASEMENTS (STW) AND STORM WATER MANAGEMENT EASEMENTS ARE GRANTED TO THE RENAISSANCE PARK AT GEAUGA LAKE HOMEOWNERS ASSOCIATION.
- 3) 12" UTILITY EASEMENTS ARE GRANTED TO OHIO Edison, THE HANCOCK CABLE, WINDSTREAM COMMUNICATIONS AND DOMINION EAST OHIO GAS.
- 4) SANITARY SEWER EASEMENT SHALL BE GRANTED TO THE CITY OF AURORA.
- 5) EASEMENTS ARE DIVIDED EQUALLY ALONG LOT LINES UNLESS OTHERWISE SPECIFIED.

MINIMUM BUILDING SETBACKS:

- SINGLE FAMILY (SUBLOTS 21 THROUGH 30)
- FRONT YARD SETBACK = 35.00' (FRONT LOAD GARAGES)
- FRONT YARD SETBACK = 25.00' (SIDE LOAD GARAGES)
- SIDE YARD SETBACK = 10.00'
- REAR YARD SETBACK = 25.00'

LEGEND:

- IRON PIN OR PIPE FOUND AS DESCRIBED
- MONUMENT BOX AND PIN FOUND AS DESCRIBED
- 5/8" IRON PIN W/ CAP MARKED NEFF & ASSOC.-8622 (SET OR TO BE SET AT ALL CORNERS AND CHANGES IN ALIGNMENT)
- MONUMENT BOX W/ 5/8" IRON PIN W/ CAP MARKED NEFF & ASSOC.-8622 (TO BE SET AFTER STREET CONSTRUCTION)

PRELIMINARY

DATE	10/21/20	10/21/20	10/21/20
REVISION	DATE	DESCRIPTION	DESCRIPTION
1	10/21/20	10/21/20	10/21/20
EAST PHASE	DATE	DESCRIPTION	DESCRIPTION



RENAISSANCE PARK AT GEAUGA LAKE (EAST)  
PHASE 1B - DETAIL PLAT  
CITY OF AURORA, COUNTY OF PORTAGE, STATE OF OHIO

NEFF  
AS AGRATE

SHEET NO  
3 OF 3

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-1	330.00'	72.16'	36.36'	71.86'	S11°37'33"W	175°29'21"
C-2	330.00'	11.86'	5.93'	11.86'	S29°57'27"E	27°51'41"
C-3	470.00'	70.00'	35.00'	68.94'	N7°48'37"E	17°02'00"
C-4	470.00'	110.29'	55.14'	110.04'	N1°47'30"E	17°02'42"
C-5	330.00'	72.16'	36.36'	71.86'	S29°57'27"E	17°02'41"
C-6	221.30'	58.50'	29.25'	58.21'	N4°04'32"E	17°02'22"
C-7	87.00'	26.86'	13.43'	26.80'	N8°17'09"E	50°52'46"
C-8	87.00'	22.74'	11.37'	22.59'	N40°04'14"E	49°02'28"
C-9	87.00'	26.84'	13.42'	26.78'	S7°17'02"E	49°14'31"
C-10	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
C-11	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
C-12	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
C-13	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
C-14	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
C-15	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
C-16	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
C-17	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
C-18	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
C-19	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
C-20	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C-1	200.00'	83.87'	41.94'	83.87'	N1°29'44"E	37°04'11"
C-2	300.00'	121.30'	60.65'	121.30'	N1°29'44"E	37°04'11"
C-3	300.00'	121.30'	60.65'	121.30'	N1°29'44"E	37°04'11"
C-4	300.00'	121.30'	60.65'	121.30'	N1°29'44"E	37°04'11"
C-5	300.00'	121.30'	60.65'	121.30'	N1°29'44"E	37°04'11"
C-6	300.00'	121.30'	60.65'	121.30'	N1°29'44"E	37°04'11"
C-7	300.00'	121.30'	60.65'	121.30'	N1°29'44"E	37°04'11"
C-8	300.00'	121.30'	60.65'	121.30'	N1°29'44"E	37°04'11"
C-9	300.00'	121.30'	60.65'	121.30'	N1°29'44"E	37°04'11"
C-10	300.00'	121.30'	60.65'	121.30'	N1°29'44"E	37°04'11"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
RW-1	330.00'	72.16'	36.36'	71.86'	S11°37'33"W	175°29'21"
RW-2	330.00'	11.86'	5.93'	11.86'	S29°57'27"E	27°51'41"
RW-3	470.00'	70.00'	35.00'	68.94'	N7°48'37"E	17°02'00"
RW-4	470.00'	110.29'	55.14'	110.04'	N1°47'30"E	17°02'42"
RW-5	330.00'	72.16'	36.36'	71.86'	S29°57'27"E	17°02'41"
RW-6	221.30'	58.50'	29.25'	58.21'	N4°04'32"E	17°02'22"
RW-7	87.00'	26.86'	13.43'	26.80'	N8°17'09"E	50°52'46"
RW-8	87.00'	22.74'	11.37'	22.59'	N40°04'14"E	49°02'28"
RW-9	87.00'	26.84'	13.42'	26.78'	S7°17'02"E	49°14'31"
RW-10	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-11	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-12	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-13	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-14	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-15	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-16	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-17	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-18	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-19	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-20	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-21	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-22	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-23	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-24	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-25	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-26	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-27	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-28	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-29	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"
RW-30	87.00'	26.84'	13.42'	26.78'	S29°57'27"E	17°02'42"

PRELIMINARY

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

CITY OF AURORA  
OHIO

ORDINANCE 2022-065

INTRODUCED BY:

Scott Wolf

SECONDED BY:

Peter French

AN ORDINANCE ADOPTING REVISED WARD BOUNDARIES WITHIN THE CITY OF AURORA, WHICH ARE FURTHER DESCRIBED ON THE MAP WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A" AND DECLARING AN EMERGENCY IN ORDER TO HAVE THE WARD BOUNDARIES IN PLACE PRIOR TO THE NOVEMBER 2022 ELECTION

WHEREAS, the city's Ward boundaries were last revised in 2015; and

WHEREAS, there has been substantial growth in the city since that date and the existing Ward boundaries require adjustments; 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 approves the revised Ward boundaries within the City of Aurora, as further described on the map which is attached hereto and incorporated herein as Exhibit "A."

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 have the Ward boundaries in place prior to the November 2022 election. 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:

May 9, 2022

Approved:

May 10, 2022

Effective:

May 10, 2022

By:

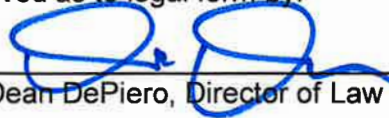
Ann Womer Benjamin  
Ann Womer Benjamin, Mayor

Attest:



Donna Hawks, Clerk of Council

Approved as to legal form by:



Dean DePiero, Director of Law

**CERTIFICATE OF POSTING**

I, Donna Hawks, 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 20<sup>th</sup> Day of

May, 2022.

Signed this 16<sup>th</sup> Day of May, 2022.

Clerk of Council  
City of Aurora

2022-065

## Proposed Ward Map 2022

Explanation of changes as provided by Bob Dykes, Triad Research, War Map (Rec'd. 2/29/22)

Ward 1 gains territory from Ward 3 adjacent to both Rock Creek and Nancy. It loses territory north of Treat and east of Aurora to Ward 2.

Ward 2 gains from Ward 1 as described above and also gains one block from Ward 6 south of Barrington Blvd. That gives Ward 2 just enough population.

Ward 3 loses territory to Ward 1 as described above. No other changes. This reduces the population of Ward 3 so it is no longer too high.

Ward 4 loses a strip of land south of Chelmsford from Chillicothe to Page to Ward 6. This brings the population of Ward 4 down and Ward 6 up to acceptable values. Houses on both sides of Chelmsford remain in Ward 4. There are no other changes to Ward 4.

Ward 5 There are no changes to Ward 5 at all.

Ward 6 Ward 6 loses the one block to Ward 2 and gains territory from Ward 4 as described above.

The populations of all six wards in this plan are within the +/- 5% limits. However, Wards 1, 3, and 5 are all very close to the upper limit while Wards 2, 4, and 6 are close to the lower limit.

2022-165

## 2020 Population, Current Wards in the City of Aurora

District	Population	White alone	Black or African American alone	American Indian and Alaska Native alone	Asian alone	Native Hawaiian and Other Pacific Islander alone	Some Other Race alone	Population of two or more races	Black or African American, any combination	Hispanic / Latino	Deviation from Average	Percent Deviation
1	2,824	2,482	74	2	101	0	23	142	86	90	-49	-1.71%
2	2,629	2,349	63	3	53	1	19	141	82	52	-244	-8.50%
3	3,169	2,610	199	4	200	1	26	129	222	68	296	10.30%
4	3,130	2,812	51	6	122	2	19	118	72	71	257	8.94%
5	2,995	2,637	88	1	145	0	20	104	98	48	122	4.24%
6	2,492	2,241	58	0	54	2	9	128	66	63	-381	-13.27%
<b>Total</b>	<b>17,239</b>	<b>15,131</b>	<b>533</b>	<b>16</b>	<b>675</b>	<b>6</b>	<b>116</b>	<b>762</b>	<b>626</b>	<b>392</b>	<b>0</b>	<b>0.00%</b>
<b>Percent</b>		<b>87.8%</b>	<b>3.1%</b>	<b>0.1%</b>	<b>3.9%</b>	<b>0.0%</b>	<b>0.7%</b>	<b>4.4%</b>	<b>3.6%</b>	<b>2.3%</b>		
<b>Average</b>	<b>2,873</b>	<b>1,681</b>	<b>59</b>	<b>2</b>	<b>75</b>	<b>1</b>	<b>13</b>	<b>85</b>	<b>70</b>	<b>44</b>		
5% High	3,017											
5% Low	2,730											

2022-06

## 2020 Population, Proposed Wards for the City of Aurora

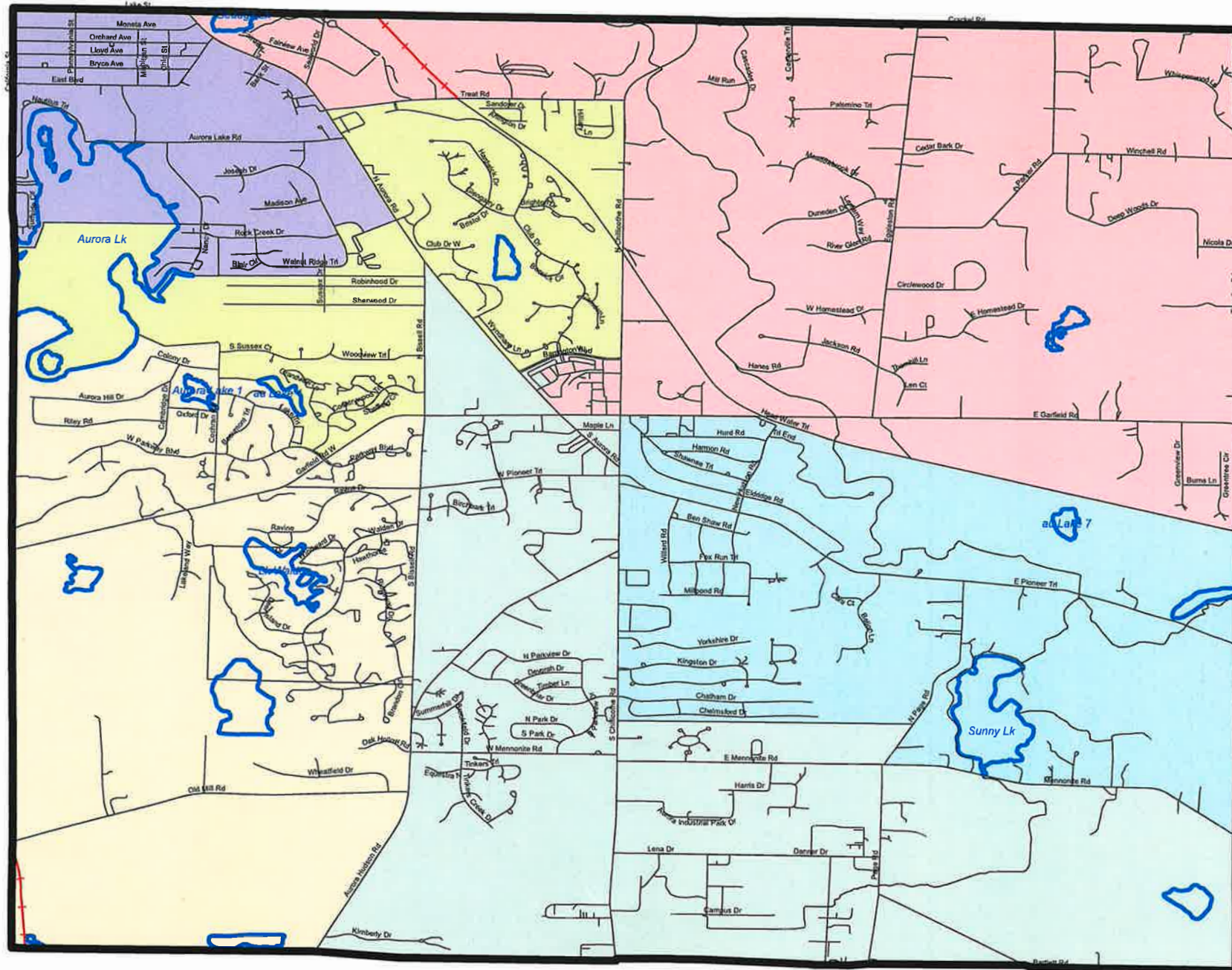
District	Population	White alone	Black or African American alone	American Indian and Alaska Native alone	Asian alone	Native Hawaiian and Other Pacific Islander alone	Some Other Race alone	Population of two or more races	Black or African American, any combination	Hispanic / Latino	Deviation from Average	Percent Deviation
1	2,951	2,601	74	2	104	0	20	150	86	89	78	2.71%
2	2,745	2,436	75	3	60	1	23	147	94	64	-128	-4.46%
3	2,977	2,580	194	4	197	1	25	117	217	58	104	3.61%
4	2,834	2,559	41	4	104	2	17	107	59	62	-39	-1.37%
5	2,995	2,637	88	1	145	0	20	104	98	48	122	4.24%
6	2,737	2,457	61	2	67	2	11	137	72	71	-136	-4.73%
<b>Total</b>	<b>17,239</b>	<b>15,270</b>	<b>533</b>	<b>16</b>	<b>677</b>	<b>6</b>	<b>116</b>	<b>762</b>	<b>626</b>	<b>392</b>	<b>0</b>	<b>0.00%</b>
<b>Percent</b>		<b>88.6%</b>	<b>3.1%</b>	<b>0.1%</b>	<b>3.9%</b>	<b>0.0%</b>	<b>0.7%</b>	<b>4.4%</b>	<b>3.6%</b>	<b>2.3%</b>		
<b>Average</b>	<b>2,873</b>	<b>1,697</b>	<b>59</b>	<b>2</b>	<b>75</b>	<b>1</b>	<b>13</b>	<b>85</b>	<b>70</b>	<b>44</b>		
5% High	3,017											
5% Low	2,730											

Source: 2020 Census of Population, PI 94-171  
U.S. Census Bureau

3/10/2022



## Proposed Wards for the City of Aurora, Ohio



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

CITY OF AURORA  
OHIO

ORDINANCE 2022-100

INTRODUCED BY:

Harold Hatridge

SECONDED BY:

Brad Dugway

AN ORDINANCE ACCEPTING THE PROPOSAL OF AND RENEWING THE CURRENT POLICIES WITH HCC/U.S. SPECIALTY INSURANCE CO. (PROPERTY AND CASUALTY INSURANCE) AND TRAVELERS INSURANCE CO. (CYBER INSURANCE) FOR THE POLICY PERIOD JUNE 1, 2022 TO JUNE 1, 2023 THROUGH EDWARD SUTTON INSURANCE AGENCY, THE TOTAL PREMIUM FOR WHICH SHALL BE \$199,297.00, TAKING THE NECESSARY FUNDS FROM THE GENERAL FUND (01), WATER FUND (70), SEWER FUND (72), RECREATION FUND (78) AND APPROPRIATING AN ADDITIONAL \$20,703.00 FROM THE GENERAL FUND AND DECLARING AN EMERGENCY AS THE CURRENT POLICY EXPIRES JUNE 1, 2022

WHEREAS, City Council desires to accept the proposal and renew the current policies with HHC/U.S. Specialty Insurance Co. (property and casualty insurance) and Travelers Insurance Co. (cyber insurance) for the policy period June 1, 2022 to June 1, 2023 through Edward Sutton Insurance Agency in the amount of \$199,297.00; and

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

WHEREAS, the city's insurance consultant has fully vetted the insurance market and has recommended renewal of the policy with HCC/U.S. Specialty Insurance Co. and Travelers Insurance Co.; and

WHEREAS, the necessary funds shall be taken from the General Fund (01), Water Fund (70), Sewer Fund (72), and Recreation Fund (78) with an additional appropriation of \$20,703.00 from the General Fund (01); and

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

Section 1. City Council hereby accepts the proposal and renews the current policies with HHC/U.S. Specialty Insurance Co. (property and casualty insurance) and Travelers Insurance Co. (cyber insurance) for the policy period June 1, 2022 to June 1, 2023 through Edward Sutton Insurance Agency for the City of Aurora the premium for which shall be in the amount of \$199,297.00.

Section 2. The necessary funds shall be taken from the General Fund (01), Water Fund (70) and Sewer Fund (72), and Recreation Fund (78) with an additional appropriation of \$20,703.00 from the General Fund (01).

Section 3. It is in the best interests of the city to accept this proposal without advertising for bids.

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. The 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 policy expires June 1, 2022. 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: May 9, 2022

Approved: May 10, 2022

Effective: May 10, 2022

By: Ann Womer Benjamin  
Ann Womer Benjamin, Mayor

Attest: Donna Hawks  
Donna Hawks, Clerk of Council

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

### CERTIFICATE OF POSTING

I, Donna Hawks, 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 20th Day of

May, 2022.

Signed this 16th Day of May, 2022.



Clerk of Council  
City of Aurora

## *The Edward H. **Sutton Insurance** Agency Inc.*

12 South Chillicothe Road / P.O. Box 271 / Aurora, Ohio 44202-0271  
Phone: (330) 562-5145 / [www.suttoninsurance.com](http://www.suttoninsurance.com)

April 25, 2022

THE CITY OF AURORA, OHIO  
130 South Chillicothe Road  
Aurora, Ohio 44202

Attention: City Council  
Ann Womer Benjamin, Mayor  
Tim Clymer, Finance Director  
Dean DePiero, Law Director

Re: MUNICIPAL INSURANCE PROGRAM  
PACKAGE: U.S. Specialty Ins. Co./TMHCC  
Policy #: PKG81510461  
CYBER: Travelers Casualty and Surety Co.  
Policy #: 107096003  
Policy Period: 6/1/2022 to 6/1/2023

Thank you for the opportunity to report on the Municipal Insurance Program for the City of Aurora for coverage effective 6/1/22.

The hard commercial insurance market continues this year, and public entities continue to see premiums increases across the board. Although certain coverage lines are increasing higher than others (for example, Property and Law Enforcement Liability), we are seeing overall program rate increases in 2022 from 5% to 10% irrespective of loss experience. Cyber coverage is the big story this year, with high ransomware attack losses and social engineering losses leading the way to industry-wide rate jumps of two to three times the expiring premium! Often lower limits and higher retentions are included here as well. The City of Aurora continues to feel the effects of high loss experience with a 5-year loss ratio of 87%. Despite these factors, the City will receive a renewal premium increase this year that is modest compared to others. This is mostly in consideration of your long relationship with your Municipal Package insurance carrier, U.S. Specialty Insurance Company/Tokio Marine HCC (A.M. Best Rating A++ Superior).

Our experience with other public entities, both as agents and consultants, gives us a perspective to know that the City is still receiving an extremely competitive rate and continues to be well-served and supported by your insurance carriers. The other public entity insurance carriers, both Package and Cyber, have been impacted by the same pressures in pricing and underwriting and all are delivering significant renewal increases again this year.



The annual renewal premium for the Municipal Insurance Package for the 6/1/22 policy period is \$172,897. There have been some substantial increases to coverage during the past year (including additional vehicles and property and equipment updates), and after accounting for these, the increase is \$10,017 or about 6%.

The annual renewal premium for the Travelers CyberRisk Policy is \$26,400. This represents a large increase from last year, but well below the double and triple premium increases prevalent in today's public entity cyber insurance marketplace. The City should be commended for the steps already taken to meet the insurance company security requirements and loss prevention measures.

As always, we strive to provide the most favorable insurance program to the City of Aurora with each successive policy term, and we feel that the 6/1/22 Package renewal with U.S. Specialty Ins. Co. (Tokio Marine HCC) and CyberRisk renewal with Travelers Casualty and Surety Co. represent your best program options in the current market. U.S. Specialty Ins. Co. continues to be recognized as one of the leading carriers in the municipal insurance marketplace in all facets of the business and the City has benefited greatly by their consistent service, pricing, claims handling and loss control services over many years. Travelers is the benchmark program for public entity cyber coverage. We are recommending the continuation of the current program for the upcoming policy term of 6/1/22 to 6/1/23.

Please let us know if you have questions. We appreciate our long-term relationship with the City of Aurora and the opportunity to continue to service the insurance needs of our City.

Sincerely,

THE E.H. SUTTON INSURANCE AGENCY, INC.

BY:

  
Benjamin D. Sutton, CPCU  
President

# **The Edward H. Sutton Insurance Agency Inc.**

12 South Chillicothe Road / P.O. Box 271 / Aurora, Ohio 44202-0271  
Phone: (330) 562-5145 / [www.suttoninsurance.com](http://www.suttoninsurance.com)

April 25, 2022

CITY OF AURORA  
130 South Chillicothe Rd.  
Aurora, OH 44202

## **MUNICIPAL INSURANCE PROGRAM**

### **INSURANCE PACKAGE PROPOSAL** *(Renewal of Current Municipal Insurance Package)*

Company: U.S. Specialty Ins. Co. (Tokio Marine/HCC Public Risk)  
(A.M. Best Rating: A++ Superior)  
Policy Term: 6/1/22 to 6/1/23

#### **Coverage:**

#### **PROPERTY**

Blanket Property Limit	\$44,799,042
(Combined Building & Contents)	
Deductible	\$2,500
Equipment Breakdown/Boiler & Machinery	\$44,799,042
Deductible	\$2,500
Earthquake Coverage	\$500,000
Deductible	\$50,000
Flood Coverage	\$500,000
Deductible	\$50,000
EDP/Computers	\$320,000
Deductible	\$2,500

#### **INLAND MARINE**

Scheduled and Unscheduled Equipment and Property In Open	\$4,718,352
(Blanket Emergency Portable Equipment-\$275,000 and Ground Maintenance Equipment-\$250,000 included in Property Extension)	
Unscheduled Leased, Rented & Borrowed Equipment	\$100,000
Deductible	\$1,000



CRIME

Blanket Employee Dishonesty – Per Person Limit	\$750,000
Deductible	\$5,000
Forgery & Alteration	\$10,000
Theft, Disappearance and Destruction (In and Out)	\$10,000
Deductible	\$500

AUTO

*(Including 115 autos/trucks/trailers at time of proposal)*

Liability (Combined Single Limit)	\$1,000,000
Uninsured/Underinsured Motorists (BI)	\$50,000
Medical Payments	\$5,000
Comprehensive – Deductibles (per schedule on file with company)	\$1,000
Collision – Deductibles (per schedule on file with company)	\$1,000

LIABILITY

General Liability	\$1,000,000 /Occurrence
(\$0 Deductible)	\$3,000,000 Aggregate
Medical Payments	\$10,000
Employee Benefits Liability	\$1,000,000 /Occurrence
(\$1,000 Deductible)	\$3,000,000 Aggregate
Employers Stop Gap Liability	\$1,000,000 /Accident
(\$0 Deductible)	\$1,000,000 Aggregate
Public Officials Liability (Claims-Made)	\$1,000,000 /Occurrence
(\$5,000 Deductible)	\$1,000,000 Aggregate
Employment Practices Liability (Claims-Made)	\$1,000,000 /Occurrence
(\$5,000 Deductible)	\$1,000,000 Aggregate
Sexual Abuse Coverage	\$1,000,000 /Occurrence
(\$0 Deductible)	\$1,000,000 Aggregate
Law Enforcement Liability	\$1,000,000 /Occurrence
(\$5,000 Deductible)	\$1,000,000 Aggregate
Cemetery Professional Liability	\$1,000,000 /Occurrence
(\$0 Deductible)	

EXCESS LIABILITY

Liability Limit \$4,000,000  
(Silo Limit - Applies separately to each liability coverage section)

**ANNUAL PACKAGE PREMIUM: \$172,897**

## COVERAGE CHANGES SINCE LAST YEAR RENEWAL:

- Property (Building/Contents): **+\$4,039,542**
- Scheduled Equipment & Property In The Open limit: **+\$548,685**
- Covered Vehicles: **Net 3 additional vehicles**

## NOTES:

- 1) 2021 annualized premium after adjustment for coverage changes = \$162,880.
- 2) Additional property, equipment and vehicles are not charged for during the policy term unless any individual item is valued at \$100,000 or greater.
- 3) Additional layers of Excess Liability are available at \$1,550 annual premium per \$1,000,000 layer.
- 4) Proposal is subject to coverage changes, if any, made from the time of proposal until the 6/1/22 renewal date.
- 5) This proposal does not include the Cyber Coverage, which is written on a separate policy. **SEE NEXT PAGE...**

*This insurance Proposal represents a brief summary of coverages included in the quoted insurance program. This is only a summary and actual terms and conditions in the policy take precedence over the Proposal.*

April 25, 2022

Page 4.

**CYBER COVERAGE**

Company: Travelers Casualty and Surety Company  
 (A.M. Best Rating: A++ Superior)  
 Policy Term: 6/1/22 to 6/1/23

**CYBER COVERAGE:**

Liability	Limit	Retention
Privacy and Security	\$2,000,000	\$25,000
Payment Card Costs	\$2,000,000	Subject to Privacy and Security Retention
Media	\$2,000,000	\$25,000
Regulatory Proceedings	\$2,000,000	\$25,000
Breach Response	Limit	Retention
Privacy Breach Notification	\$2,000,000	\$25,000
Computer and Legal Experts	\$2,000,000	\$25,000
Betterment	\$100,000	
Cyber Extortion	\$2,000,000	\$25,000
Data Restoration	\$2,000,000	\$25,000
Public Relations	\$2,000,000	\$25,000
Cyber Crime	Limit	Retention
Computer Fraud	\$1,000,000	\$10,000
Funds Transfer Fraud	\$1,000,000	\$10,000
Social Engineering Fraud	\$500,000	\$25,000
Telecom Fraud	\$100,000	\$5,000
Business Loss	Limit	Retention
Business Interruption	\$2,000,000	
Dependent Business Interruption	\$100,000	
Dependent Business Interruption - System Failure	\$100,000	
Dependent Business Interruption - Outsource Provider	\$100,000	
Dependent Business Interruption - Outsource Provider - System Failure	\$100,000	
Reputation Harm	\$250,000	\$5,000
System Failure	\$2,000,000	

**TOTAL ANNUAL PREMIUM = \$26,400**

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

CITY OF AURORA  
OHIO

ORDINANCE 2022-102

INTRODUCED BY: Dennis Kovach

SECONDED BY: Brad Nugent

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 **(Nahra, seasonal parks, service classifications)**

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: May 9, 2022Approved: May 10, 2022Effective: May 10, 2022By: Ann Womer Benjamin  
Ann Womer Benjamin, MayorAttest: Donna Hawks  
Donna Hawks, Clerk of CouncilApproved as to legal form by: Dean DePiero  
Dean DePiero, Director of Law**CERTIFICATE OF POSTING**

I, Donna Hawks, 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 20th Day ofMay, 2022.Signed this 16th Day of May, 2022.Donna Hawks  
Clerk of Council  
City of Aurora

# CITY OF AURORA

*As of 4/25/2022*

## 161.10 - ESTABLISHED POSITIONS

<i>UNCLASSIFIED - NON-UNION - EXEMPT</i>					
<u>ADMINISTRATIVE</u>	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
<u>DEPARTMENT HEADS</u>					
NONE					
<u>OTHER</u>	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
<i>UNCLASSIFIED - NON-UNION - NON-EXEMPT</i>					
<u>ASSISTANTS (TO) DEPARTMENT HEADS</u>	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
<u>OTHER</u>	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
<i>CLASSIFIED - UNION - NON-EXEMPT</i>					
<u>FULL-TIME ADM., PROFESSIONAL, TECHNICAL, SERVICE &amp; CLERICAL</u>	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
Crew Lead-Service	Brodbeck, Charles	\$23.68	\$24.87	5/1/2022	Increase retroactive to 1/1/2022
	Miller, Jason	\$23.68	\$24.87	5/1/2022	Increase retroactive to 1/1/2022
	Kossuth, Justin	\$23.68	\$24.87	5/1/2022	Increase retroactive to 1/1/2022
	Tong, Ryan	\$23.68	\$24.87	5/1/2022	Increase retroactive to 1/1/2022
Technician 1-Service	Ferry, David	\$23.68	\$24.15	5/1/2022	Increase retroactive to 1/1/2022
	Kossuth, Joshua	\$23.68	\$24.15	5/1/2022	Increase retroactive to 1/1/2022
	Patterson, Mark	\$23.68	\$24.15	5/1/2022	Increase retroactive to 1/1/2022

# CITY OF AURORA

As of 4/25/2022

## 161.10 - ESTABLISHED POSITIONS

Technician 1-Wastewater	Sleetha, James	\$23.68	\$24.15	5/1/2022	Increase retroactive to 1/1/2022
Crew Lead-Parks & Recreation	Kudley III, John	\$23.68	\$24.87	5/1/2022	Increase retroactive to 1/1/2022
Technician I-Parks & Recreation	Germann, Matthew	\$23.68	\$24.15	5/1/2022	Increase retroactive to 1/1/2022
<b>FULL-TIME POLICE OFFICERS</b>	<b>NAME</b>	<b>CURRENT HOURLY</b>	<b>PROPOSED HOURLY</b>	<b>EFF. DATE</b>	<b>NOTES</b>
NONE					
<b>FULL-TIME DISPATCHERS</b>	<b>NAME</b>	<b>CURRENT HOURLY</b>	<b>PROPOSED HOURLY</b>	<b>EFF DATE</b>	<b>NOTES</b>
NONE					
<b>FULL-TIME FIRE FIGHTERS/PARAMEDICS</b>	<b>NAME</b>	<b>CURRENT HOURLY</b>	<b>PROPOSED HOURLY</b>	<b>EFF DATE</b>	<b>NOTES</b>
NONE					
<b>UNCLASSIFIED - NON-UNION - NON-EXEMPT</b>					
<b>PART-TIME POLICE (NON-CIVIL SERVICE)</b>	<b>NAME</b>	<b>CURRENT HOURLY</b>	<b>PROPOSED HOURLY</b>	<b>EFF DATE</b>	<b>NOTES</b>
NONE					
<b>PART-TIME FIRE FIGHTER/PARAMEDICS (NON CIVIL SERVICE)</b>	<b>NAME</b>	<b>CURRENT HOURLY</b>	<b>PROPOSED HOURLY</b>	<b>EFF. DATE</b>	<b>NOTES</b>
NONE					
<b>PART-TIME WORKERS (OTHER)</b>	<b>NAME</b>	<b>CURRENT HOURLY</b>	<b>PROPOSED HOURLY</b>	<b>EFF. DATE</b>	<b>NOTES</b>
Community Events Coordinator (Parks & Recreation)	Nahra, Katherine		\$24.00	4/26/2022	
<b>PARKS &amp; RECREATION (SEASONAL)</b>	<b>NAME</b>	<b>CURRENT HOURLY</b>	<b>PROPOSED HOURLY</b>	<b>EFF. DATE</b>	<b>NOTES</b>
Seasonal Parks Crew	Curtis, Mitchell		\$11.25	4/26/2022	
	Lucal, James		\$11.00	4/26/2022	
	Minite, Nickolas		\$11.00	4/26/2022	
	Shanholtzer, Madeline		\$11.00	4/26/2022	
	Tartibini, Tyler		\$11.25	4/26/2022	
	Thieding, Grant		\$11.00	4/26/2022	

## CITY OF AURORA

*As of 4/25/2022*

### 161.10 - ESTABLISHED POSITIONS

	Nietert, Carson			\$11.00	4/26/2022	
Seasonal Rec/Field Crew	Goldston, Maxx			\$11.00	4/26/2022	
	Bianco, Samuel			\$11.00	4/26/2022	

202-102  
2

# CITY OF AURORA

As of 4/25/2022

## 161.10 - ESTABLISHED POSITIONS

UNCLASSIFIED - NON-UNION - EXEMPT					
ADMINISTRATIVE	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
DEPARTMENT HEADS					
NONE					
OTHER	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
UNCLASSIFIED - 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 ADM., PROFESSIONAL, TECHNICAL, SERVICE & CLERICAL	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					

2022 102

# CITY OF AURORA

As of 4/25/2022

## 161.10 - ESTABLISHED POSITIONS

NONE					
<b>UNCLASSIFIED - NON-UNION - NON-EXEMPT</b>					
<b>PART-TIME POLICE (NON-CIVIL SERVICE)</b>	<b>NAME</b>	<b>CURRENT HOURLY</b>	<b>PROPOSED HOURLY</b>	<b>EFF DATE</b>	<b>NOTES</b>
NONE					
<b>PART-TIME FIRE FIGHTER/PARAMEDICS (NON CIVIL SERVICE)</b>	<b>NAME</b>	<b>CURRENT HOURLY</b>	<b>PROPOSED HOURLY</b>	<b>EFF. DATE</b>	<b>NOTES</b>
NONE					
<b>PART-TIME WORKERS (OTHER)</b>	<b>NAME</b>	<b>CURRENT HOURLY</b>	<b>PROPOSED HOURLY</b>	<b>EFF. DATE</b>	<b>NOTES</b>
Community Events Coordinator (Parks & Recreation)	Nahra, Katherine		\$24.00	5/2/2022	
<b>PARKS &amp; RECREATION (SEASONAL)</b>	<b>NAME</b>	<b>CURRENT HOURLY</b>	<b>PROPOSED HOURLY</b>	<b>EFF. DATE</b>	<b>NOTES</b>
Seasonal Parks Crew	Curtis, Mitchell		\$11.25	4/26/2022	
	Lucal, James		\$11.00	4/26/2022	
	Minite, Nickolas		\$11.00	4/26/2022	
	Shanholtzer, Madeline		\$11.00	4/26/2022	
	Tartibini, Tyler		\$11.25	4/26/2022	
	Thieding, Grant		\$11.00	4/26/2022	
	Nietert, Carson		\$11.00	4/26/2022	
Seasonal Rec/Field Crew	Goldston, Maxx		\$11.00	4/26/2022	
	Bianco, Samuel		\$11.00	4/26/2022	

AKB/  
KA  
4-20-22

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

CITY OF AURORA  
OHIO

ORDINANCE 2022-105

INTRODUCED BY: Dennis Kovach

SECONDED BY: Scott Wolf

AN ORDINANCE CONFIRMING THE MAYOR'S APPOINTMENT OF INTERIM FINANCE DIRECTOR AND DELEGATING THE DUTIES OF THAT POSITION TO LEAH CELLURA EFFECTIVE MAY 9, 2022, UNTIL TWO WEEKS AFTER A PERMANENT FINANCE DIRECTOR IS APPOINTED AND DECLARING AN EMERGENCY TO ENSURE THE CONTINUITY OF THE DEPARTMENT OF FINANCE IN ACCORDANCE WITH ARTICLE VI OF THE CHARTER OF THE CITY OF AURORA

WHEREAS, the previous City of Aurora Finance Director resigned effective May 6, 2022; and

WHEREAS, until two weeks after a permanent Finance Director is appointed and confirmed, the Mayor desires to appoint an Interim Finance Director and delegate the duties of that position to Leah Cellura, the city's current Assistant Finance Director; and

WHEREAS, until such time as a permanent director is appointed, Ms. Cellura's annual compensation shall be adjusted pursuant to a separate ordinance, effective May 9, 2022;

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 confirms the Mayor's appointment of Interim Finance Director and the delegation of the duties of that position to Leah Cellura until two weeks after a permanent Finance Director is appointed.

Section 2. Ms. Cellura's annual compensation shall be adjusted in a separate ordinance, effective May 9, 2022, until two weeks after a permanent Finance Director is appointed, at which time her compensation will revert back to her original hourly rate as Assistant Finance Director.

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 ensure the continuity of the Department of Finance in accordance with Article VI 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 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: May 9, 2022Approved: May 10, 2022Effective: May 10, 2022By: Ann Womer Benjamin  
Mayor Ann Womer BenjaminAttest: Donna Hawks  
Donna Hawks, Clerk of CouncilApproved as to legal form by: Dean DePiero  
Dean DePiero, Director of Law

### CERTIFICATE OF POSTING

I, Donna Hawks, 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 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 20th Day of May, 2022.

Signed this 16th Day of May, 2022.

Donna Hawks  
Clerk of Council  
City of Aurora

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

CITY OF AURORA  
OHIO

ORDINANCE 2022-108

INTRODUCED BY: Dennis Kovach

SECONDED BY: Scott Wolf

AN ORDINANCE AMENDING SECTION 935.01 "EXEMPTION LEVEL" OF AURORA'S CODIFIED ORDINANCES TO REFLECT 2021 POVERTY LEVELS AS DETERMINED BY THE UNITED STATES DEPARTMENT OF HEALTH & HUMAN SERVICES AND DECLARING AN EMERGENCY AS THE NEW LEVELS NEED TO BE IN PLACE IN ORDER TO FINALIZE THE APPLICATION PROCESS FOR THE CITY PROGRAM

WHEREAS, City Council desires to amend Section 935.01 "Exemption Level" of Aurora's Codified Ordinances to reflect 2022 poverty levels;

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

Section 1. City Council hereby amends Section 935.01 "Exemption Level" of Aurora's Codified Ordinances as follows:

**935.01 EXEMPTION LEVEL**

Any household which demonstrates that it has a total annual household income level of less than the amount shown in the following chart shall be entitled to the fee payment exemptions/reductions and/or services without charge, identified in this chapter:

Persons in Family Unit:	Qualifying Income Level:
1-3	<del>\$21,960</del> <b>\$23,030</b>
4	<del>\$26,500</del> <b>\$27,750</b>
Greater than 4	<del>\$26,500 + \$4,540</del> <b>\$27,750 + \$4,720</b> per additional person

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. 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: May 9, 2022 Approved: May 10, 2022  
Effective: May 10, 2022 By: Ann Womer Benjamin  
Ann Womer Benjamin, Mayor  
Attest: Donna Hawks Approved as to legal form by: Dean DePiero  
Donna Hawks, Clerk of Council Dean DePiero, Director of Law

### CERTIFICATE OF POSTING

I, Donna Hawks, 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 20<sup>th</sup> Day of May, 2022.

Signed this 16<sup>th</sup> Day of May, 2022.

Donna Hawks  
Clerk of Council  
City of Aurora

**LEGISLATIVE ACTION WORKSHEET**

1. DEPARTMENT OR SPONSOR: Law Department

2. EXPLAIN THE ISSUE REQUIRING COUNCIL APPROVAL:

Amending Aurora Codified Section 935.01 to reflect 2022 income level exemptions as determined by the U.S.  
Department of Health and Human Services.

3. DATE THIS NEEDS TO BE IN EFFECT (ASAP IS NOT SUFFICIENT): 5/10/2022

4. DATE TO APPEAR ON COMMITTEE OF WHOLE AGENDA: 5/9/2022

5. DATE TO APPEAR ON COUNCIL AGENDA: 5/9/2022

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 finalize the assistance program applications.

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

Codified Chapter Amendment

WORKSHEET PREPARED BY:

Angie M. Perea

APPROVED BY:

Dean DePino/amp

MAYOR APPROVAL:

Ann Homan  
5/4/22

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

**935.01 EXEMPTION LEVEL**

Any household which demonstrates that it has a total annual household income level of less than the amount shown in the following chart shall be entitled to the fee payment exemptions/reductions and/or services without charge, identified in this chapter:

Persons in Family Unit:	Qualifying Income Level:
1-3	\$21,960 <b>\$23,030</b>
4	\$26,500 <b>\$27,750</b>
Greater than 4	\$26,500 + \$4,540 <b>\$27,750 + \$4,720</b> per additional person

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

CITY OF AURORA  
OHIO

ORDINANCE 2022-109

INTRODUCED BY: \_\_\_\_\_

*Dennis Kovach*

SECONDED BY: \_\_\_\_\_

*Scott Wolf*

AN ORDINANCE AUTHORIZING THE SALE OF TWO (2) PARCELS CURRENTLY OWNED BY THE CITY ON PAGE ROAD, FULLY DESCRIBED IN THE ATTACHED DOCUMENTS INCLUDING PARCEL B CONSISTING OF 2.799 ACRES AND PARCEL C CONSISTING OF 2.732 ACRES

WHEREAS, the city purchased vacant property on Page Road known as the Pennock Property; and

WHEREAS, after the purchase, the city completed a lot split dividing out acreage that is no longer needed for a municipal purpose; and

WHEREAS, the Director of Public Services, in accordance with the provisions of Aurora Codified Ordinance 105.03, has determined that the two parcels currently owned by the city are no longer needed for city purposes; and

WHEREAS, the sale of the two parcels will help recoup funds expended from the original purchase; and

WHEREAS, the proposed sale includes parcel B (2.799 acres) and parcel C (2.732 acres);

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 sale of two vacant lot parcels on Page Road, fully described in the attached documents including parcel B consisting of 2.799 acres and Parcel C consisting of 2.732 acres.

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.

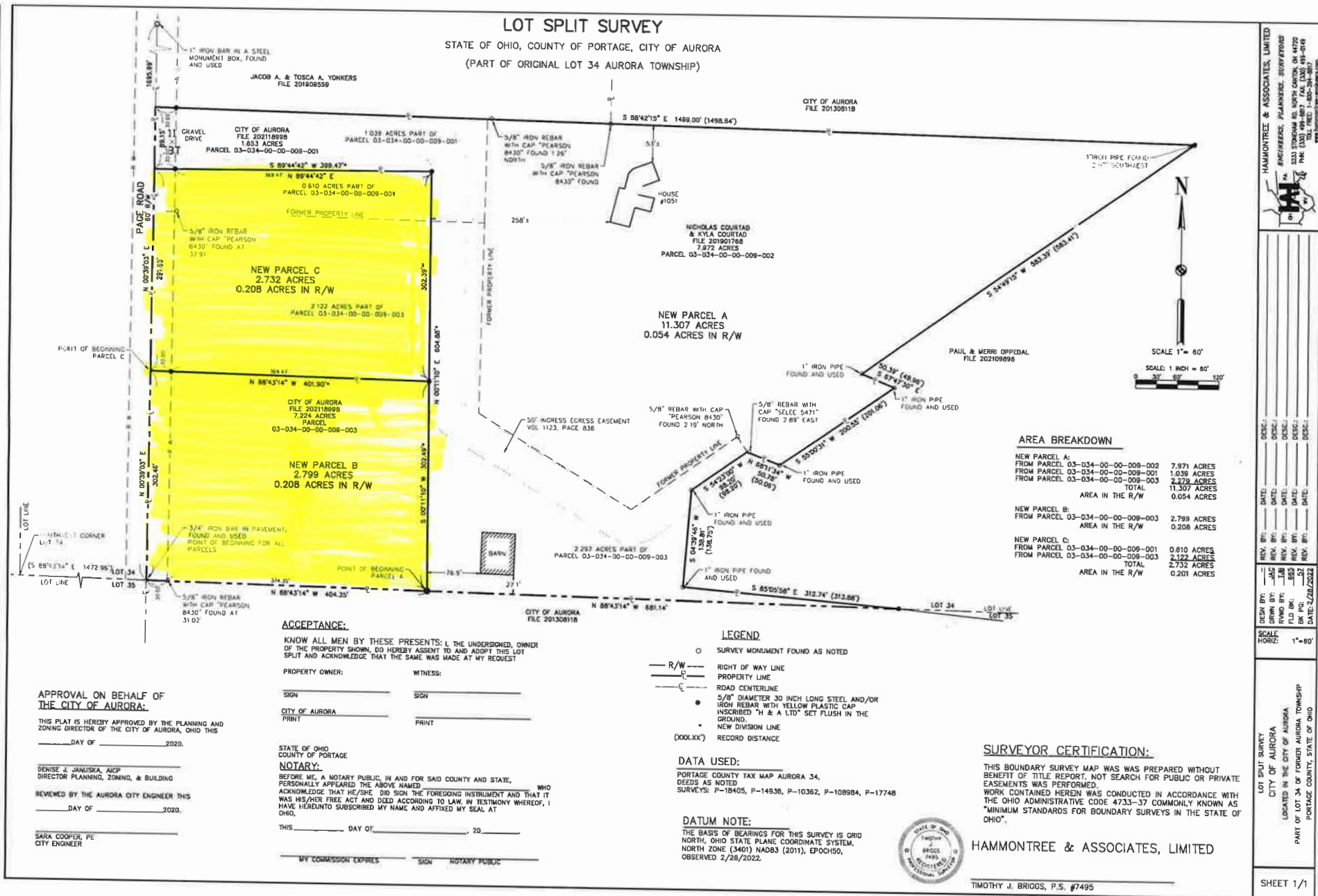
Adopted: May 9, 2022Approved: May 10, 2022Effective: June 9, 2022By: Ann Womer Benjamin  
Ann Womer Benjamin, MayorAttest: Donna Hawks  
Donna Hawks, Clerk of CouncilApproved as to legal form by: Dean DePiero  
Dean DePiero, Director of Law**CERTIFICATE OF POSTING**

I, Donna Hawks, 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 20<sup>th</sup> Day ofMay, 2022.Signed this 16<sup>th</sup> Day of May, 2022.Donna Hawks  
Clerk of Council  
City of Aurora

2022-109



## Description of a 2.799 Acre Parcel B

Situated in the City of Aurora, Portage County, State of Ohio, part of the Original Lot 34 of Aurora Township, and being parts of two parcels conveyed to the City of Aurora by File 202118998, described as follows:

**Beginning** at a 3/4-inch iron bar in pavement found at the intersection of the south line of said Lot 34 and the centerline of Page Road (60-foot right of way), said point recorded as being S 88°43'14" E, 1472.96 feet from the southwest corner of said Lot 34;

1. Thence N 00°39'03" E with said centerline of said Page Road, a distance of 302.46 feet to a point;
2. Thence N 88°43'14" E with a new division line through said City of Aurora parcel, a distance of 401.90 feet to a 5/8 inch steel rebar with cap set, passing through a 5/8 inch steel rebar with cap set at a distance of 30.00 feet on the east right of way line of said Page Road;
3. Thence S 00°11'10" W continuing with a new division line through said City of Aurora parcel, a distance of 302.49 feet to a 5/8 inch steel rebar with cap set;
4. Thence N 88°43'14" W with the south line of said Lot 34 a distance of 404.35 feet to the **Point of Beginning**, passing through a 5/8 inch steel rebar with cap set on the east right of way line of said Page Road at a distance of 374.35 feet.

The above-described parcel has an area of 2.799 acres, all from Parcel Number 03-034-00-00-009-003. This description is based on a field survey made by Hammontree & Associates, Limited, Engineers & Surveyors of North Canton, Ohio in February of 2022 under the direct supervision of Timothy J. Briggs, P.S. The basis of bearings in this description is the State Plane Coordinate System, Ohio North Zone (3401) NAD 83 (2011)EPOCH50. All "rebar set" are 30-inch length 5/8-inch diameter (nominal) steel rebar, topped with a cap inscribed "H&A, Ltd" Subject to all easements or restrictions of record or as otherwise legally established.

## C

## Description of a 2.732 Acre Parcel

Situated in the City of Aurora, Portage County, State of Ohio, part of the Original Lot 34 of Aurora Township, and being parts of two parcels conveyed to the City of Aurora by File 202118998, described as follows:

**Beginning** at a 3/4-inch iron bar in pavement found at the intersection of the south line of said Lot 34 and the centerline of Page Road (60-foot right of way), said point recorded as being S 88°43'14" E, 1472.96 feet from the southwest corner of said former Lot 34;

Thence N 00°39'03" E, with said centerline of said Page Road, a distance of 302.46 feet to a point witnessed by an iron rebar set on the east right of way line of said Page Road which bears N 88°43'14" W at 30.00 feet, and being the **True Point of Beginning**;

1. Thence continuing N 00°39'03" E with the centerline of said Page Road, a distance of 291.65 feet to a point;

With a new division line through the bounds of said City of Aurora parcel the following three courses:

2. Thence N 89°44'42" E, a distance of 399.47 feet to a 5/8 inch iron rebar with cap set, passing through a 5/8 inch iron rebar with cap set on the east right of way line of said Page Road at a distance of 30.00 feet;

3. Thence S 00°11'10" W, a distance of 302.39 feet to a 5/8" iron rebar with cap set;

4. Thence N 88°43'14" W, a distance of 401.90 feet to the **True Point of Beginning**, passing through a 5/8" iron rebar with cap set at a distance of 369.47 feet.

The above-described parcel has an area of 2.732 acres, of which 2.122 acres are from Parcel Number 03-034-00-00-009-003, 0.610 acres are from Parcel Number 03-034-00-00-009-001. This description is based on a field survey made by Hammontree & Associates, Limited, Engineers & Surveyors of North Canton, Ohio in February of 2022 under the supervision of Timothy J. Briggs. The basis of bearings in this description is the State Plane Coordinate System, Ohio North Zone (3401) NAD 83 (2011) EPOCH50. All "rebar set" are 30-inch length 5/8-inch diameter (nominal) steel rebar, topped with a cap inscribed "H & A LTD". Subject to all easements or restrictions of record or as otherwise legally established.

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

CITY OF AURORA  
OHIO

ORDINANCE 2022-110

INTRODUCED BY:

Brad Dugan

SECONDED BY:

Scott Wolff

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A DEVELOPMENT AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, WITH PULTE HOMES OF OHIO LLC FOR THE RENAISSANCE PARK AT GEAUGA LAKE (PHASE 1B) AND DECLARING AN EMERGENCY SO THE PROJECT CAN STAY ON SCHEDULE

WHEREAS, Pulte Homes of Ohio LLC is developing Renaissance Park at Geauga Lake; and

WHEREAS, the Development Agreement for Phase 1B, substantially in the form attached hereto, depicts the project details; 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 authorizes the Mayor to execute a Development Agreement, substantially in the form attached hereto, with Pulte homes of Ohio LLC for the Renaissance Park at Geauga Lake (Phase 1B).

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 so the project can stay on schedule. 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:

May 9, 2022

Approved:

May 10, 2022

Effective:

May 10, 2022

By:

Ann H. Horner

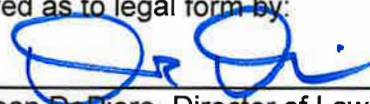
Ann Womer Benjamin, Mayor

Attest:



Donna Hawks, Clerk of Council

Approved as to legal form by:



Dean DePiero, Director of Law

**CERTIFICATE OF POSTING**

I, Donna Hawks, 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 20th Day of

May, 2022.

Signed this 17th Day of May, 2022.

Clerk of Council  
City of Aurora

# **DEVELOPMENT AGREEMENT**

**by and between**

**PULTE HOMES OF OHIO LLC (Phase 1B East)**

**And**

**THE CITY OF AURORA**

**CITY OF AURORA**

Ann Womer Benjamin, Mayor  
Dean DePiero, Law Director

\_\_\_\_\_, 2022

**TABLE OF CONTENTS**

SECTION 1. IMPROVEMENTS.....	1
SECTION 2. CONSTRUCTION OF IMPROVEMENTS .....	1
SECTION 3. IMPROVEMENT PLANS .....	2
SECTION 4. CONTRACTORS. ....	2
SECTION 5. DIRECTOR’S ESTIMATE. ....	2
SECTION 6. DEVELOPER’S ESCROW DEPOSITS. ....	2
SECTION 7. INSPECTIONS BY THE CITY. ....	3
SECTION 8. STORM WATER POLLUTION PLAN.....	3
SECTION 9. COMPREHENSIVE STORM MANAGEMENT PLAN.....	3
SECTION 10. AMENDMENTS .....	3
SECTION 11. TESTING.....	3
SECTION 12. AS BUILTS .....	4
SECTION 13. DEDICATION.....	4
SECTION 14. MAINTENANCE BONDS.....	4
SECTION 15. REPAIRS BY DEVELOPER. ....	4
SECTION 16. IMPROVEMENT MAINTENANCE.....	4
SECTION 17. COMPLETION OF IMPROVEMENTS.....	5
SECTION 18. STREET ACCESS.....	5
SECTION 19. WATER MAIN.....	5
SECTION 20. TRAFFIC SIGNAL. ....	5
SECTION 21. SQUIRES ROAD. ....	5
SECTION 22. LIBERTY ROAD. ....	6
SECTION 23. IMPACT FEES. ....	6
SECTION 24. PARK LANDS. ....	6
SECTION 25. NORFOLK SOUTHERN RIGHT OF WAY. ....	6
SECTION 26. TAX INCREMENT FINANCING.....	7
SECTION 27. MODEL PERMITS. ....	7
SECTION 28. GRADE BOND. ....	8
SECTION 29. DEMOLITION AND GRADING COMMENCEMENT.....	8
SECTION 30. MAINTENANCE PATH.....	8
SECTION 31. EASEMENT. ....	8

SECTION 32. LIGHTING PLAN.....	8
SECTION 33. WATERLINE EXTENSION.....	8
SECTION 34. MISCELLANEOUS.....	8

EXHIBIT A	Director's Approval Estimate of Cost of Completing the Improvement
EXHIBIT B	Park Property Depiction
EXHIBIT C	Improvement Plans and Dedication Plat

**DEVELOPMENT AGREEMENT**  
**by and between**  
**PULTE HOMES OF OHIO LLC (Phase 1B East)**  
**and**  
**THE CITY OF AURORA**

**WHEREAS**, this Development Agreement (hereinafter "Agreement") is entered into between Developer, PULTE HOMES OF OHIO LLC, a Michigan limited liability company (hereinafter "Developer,") and the CITY OF AURORA, an Ohio municipal corporation (hereinafter "City") through its Mayor, Ann Womer Benjamin.

**WHEREAS**, the Developer herein named has acquired all rights and interests in the lands, property, and improvements commonly known as the RENAISSANCE PARK AT GEAUGA LAKE, a mixed-use development pursuant to Chapter 1177 of the Codified Ordinances of the City of Aurora that were in effect at the time of the initial approval of the development of the property on or about September 2019 including one or more single family residential subdivisions (hereinafter referred to as "the Subdivision"), said land being within the corporate limits of the City of Aurora, Ohio; and

**WHEREAS**, Section 1107.06 of the City of Aurora, Ohio Codified Ordinances (the "City's Ordinances") requires a Development Agreement with the City prior to the authorization of any construction.

**WHEREAS**, informal approval by the City, in July of 2020, was issued for the Subdivision property, subject to compliance with the Codified Ordinances of the City, including the execution of this Development Agreement, a copy of such Subdivision plans being attached hereto as Attachment 1 (Phase 1B East).

**WHEREAS**, the purpose of the development agreement between the City and the Developer is to ensure the full and faithful performance of the Improvements (hereinafter defined);

**NOW, THEREFORE**, in consideration of mutual promises, covenants, and agreements, the City and Developer, whose local place of business is located at 387 Medina Road, Suite 1700, Medina, Ohio 44256, agree as follows:

**SECTION 1. IMPROVEMENTS.**

That subject to compliance on the part of Developer with the obligations set forth herein and subsequent to execution of this Agreement, the City does hereby give authorization to the Developer to commence construction, and completion of the improvements as shown in the improvement plans and dedication plat for the Subdivision (the "Improvements") and thereafter, provided the conditions of Section 5 and other conditions precedent set forth in this Agreement have first been met. See Exhibit "C" attached hereto and made a part hereof.

**SECTION 2. CONSTRUCTION OF IMPROVEMENTS**

That the Developer will construct and install the Improvements according to approved improvements plans as addressed in the improvement plans and dedicated plat attached hereto as Exhibit "C" (as may be subject to amendment by Developer as well as formal approval by the City subsequent to execution of this Agreement) and all other requirements of ordinance, statute, or City standards, subject to the inspection and approval of the Director of Public Services (hereinafter referred to as "Director"). In conformity with Section 1105.04(e)(1) of the City's Ordinances, the Developer shall complete the Improvements within four (4) years of receiving final plat approval from the Aurora City Council, provided requests for extension(s) of time to complete the Improvements are requested by the applicant in a timely fashion and are then granted by the Planning Commission.

### SECTION 3. IMPROVEMENT PLANS

That the Developer, in order to carry out the terms of Section 2 above, shall furnish complete improvements plans for use in construction of all of the Improvements included in this Agreement, such plans to be furnished in adequate quantity, approximately six (6) in number, and shall supply the Director and the City Building Inspector additional sets of plans, upon request by the Mayor and/or Director.

### SECTION 4. CONTRACTORS.

That the Developer agrees to use only contractors and subcontractors licensed by, and continually in good standing, with the City.

### SECTION 5. DIRECTOR'S ESTIMATE.

That the Director has approved an estimated cost for the construction and installation of the Improvements, which estimate is attached hereto and incorporated herein as **Exhibit "A"** ("Director's Estimate"). The Developer shall post a bond or acceptable collateral to insure the full and faithful performance of the Improvements and compliance with this Agreement equal to one hundred percent (100%) of the Director's Estimate in the amount of Two-million, forty-three thousand, six-hundred sixty-three and 16/100 Dollars (\$2,043,663.16) for Phase 1B East.

### SECTION 6. DEVELOPER'S ESCROW DEPOSITS.

That upon the full-execution of this Agreement, the Developer shall deposit with the City, in escrow, a cash deposit in the amount of Twenty One Thousand Dollars (\$21,000.00) which is based upon thirty (30) units at the rate of Seven Hundred Dollars (\$700.00) per dwelling unit ("Initial Deposit") against which review, inspection, testing, legal expense charges, and any other related costs incurred by the City, shall be charged. Developer shall receive an invoice from the City at the same time the City reimburses itself from the Developer's Initial Deposit for the costs the City has incurred which invoice shall contain an itemized list of charges by time spent for each of the foregoing services. Those actions performed by the City shall be in conformity with ordinances, review of plans and inspections of construction by the Director and other personnel and shall be carried out to insure proper installation and construction of the Improvements. Provided however, that the presence of City personnel on or about the Subdivision or its property shall not make the City liable for the acts of the Developer or its agents, and the Developer agrees

to hold the City harmless from liability for acts, errors, omissions, or negligence arising out of the design, construction, improvements, maintenance, or operation of the Improvements on its part, but not on the part of the City or its employees or agents. If and when the Initial Deposit has been used or fully distributed, upon notice from the Director, Developer shall immediately deposit an additional sum of Two Hundred and Fifty Dollars (\$250.00) per dwelling unit (the "Additional Deposit", collectively with the Initial Deposit, the "Deposits") and so forth, and upon its use and disbursement shall continually thereafter make Additional Deposits as determined by the Director until such time as all review, inspection, and testing is completed. Developer shall be liable for all reasonable review, inspection, testing, and legal expense charges in excess of the deposit required by this Agreement. In the event that the Initial Deposit has been used or distributed and the Additional Deposit is not made, the City shall charge interest at 1.0% per month compounded on outstanding charges incurred by the City.

#### SECTION 7. INSPECTIONS BY THE CITY.

That the City shall charge inspection costs against the Deposits at the current rate per hour for inspection and for engineers for the actual time spent by the City's construction personnel for all time up to 8.0 hours per day, or at the actual rate charged to the City for independent inspector services, if utilized. Overtime pay, if any, for inspections shall be at the rate of 150% of the hourly base rate above or at the actual rate charged to the City for independent inspector services, if utilized. The Developer shall notify the Director or his designee by 4:30 p.m. of the preceding day if Developer's construction crew will not be on the project site the following day. If such notice is not made, the Developer shall be charged for four (4) hours' inspection.

#### SECTION 8. STORM WATER POLLUTION PLAN.

Pursuant to Section 1173.04 of the City's Ordinances, Developer shall provide to the City a "Storm Water Pollution Prevention Plan" acceptable to the City Engineer, along with the cash bond pursuant to Section 1173.11 of the City's Ordinances. The bond amount for this Subdivision shall be One-thousand five-hundred Dollars (\$1,500.00).

#### SECTION 9. COMPREHENSIVE STORM MANAGEMENT PLAN.

Pursuant to Aurora Codified Ordinance Section 1175.15, Developer shall provide to the City a "Comprehensive Storm Water Management Plan" acceptable to the City Engineer, along with the cash bond required by that Section. The bond amount for this Subdivision shall be One-hundred two thousand, one-hundred eighty-three and 16/100 Dollars (\$102,183.16) for the Phase 1B East Storm Water Management.

#### SECTION 10. AMENDMENTS

That no oral approval or modifications or changes shall be made to modify plans or construction methods which may be necessitated by field conditions encountered during construction. Such changes must be in writing, approved by the Director.

#### SECTION 11. TESTING

That all underground sewer and water facilities within this Agreement shall be tested for conformance to the City's standards and conditions certified by a Registered Professional Engineer. Any cost for testing shall be charged against the Deposits of the Developer as stated in Section 6 above.

#### SECTION 12. AS BUILTS

That the Developer shall furnish "as built" drawings of all the Improvements, herein approved and authorized by the City Engineer and identified in the pre-construction meeting, upon completion of the Improvements.

#### SECTION 13. DEDICATION

That it is acknowledged and recognized that approval of the dedication plat does not operate to constitute acceptance of the Improvements by the City. This approval may be given only by action of Council through the passage of an ordinance, after receipt of a certificate from the Director that all Improvements have been installed and approved by him. It is the responsibility of the Developer to provide the City with a written request to the Director for acceptance of the Improvements. Developer certifies that all easements that are negotiated as part of this Agreement have been submitted and approved by the City for execution and recording.

#### SECTION 14. MAINTENANCE BONDS.

That upon completion of all public improvements, the Developer shall submit maintenance bonds as described by the City's Ordinance No. 1107.10 as may from time to time be amended by the City. Said maintenance bonds shall be in effect for a period of two (2) years from the City's and Council's acceptance of the Improvements. Notwithstanding the maintenance bond obligations set forth herein, it is also agreed that the Developer shall remain liable for maintenance obligations of the subject Improvements, should the posted maintenance bond or bonds be deemed insufficient for any reason. Any costs incurred by the City to enforce this maintenance provision, including, but not limited to, legal expenses shall be the responsibility of the Developer.

#### SECTION 15. REPAIRS BY DEVELOPER.

The Developer shall repair all failures due to faulty construction or damages to said Improvements by its builders or subcontractors during the above stated maintenance period. The Developer shall also make repairs due to erosion or due to abuse by utility companies, and shall repair all failures from all other causes during the maintenance period. All Federal Emergency Management Agency (FEMA), Ohio and United States Environmental Protection Agency (OEPA and USEPA), and Army Corps of Engineer rules, regulations, and requirements relating to this project are and shall continue to be the sole and separate responsibility of the Developer.

#### SECTION 16. IMPROVEMENT MAINTENANCE

The Improvements shall be in a condition acceptable to the City at the end of the maintenance period. If the Developer fails to perform said maintenance to the complete satisfaction of the City, the City may perform said maintenance and charge the appropriate costs to the bond.

## SECTION 17. COMPLETION OF IMPROVEMENTS.

Upon completion of the installation of the subject Improvements, and upon receipt of a written recommendation of acceptance of the Improvements from the Director, the Improvements shall be submitted to City Council for acceptance, and dedication to public use.

The acceptance of said Improvements and dedication to public use shall be a separate action of the City Council in accordance with Section 1105.09 of the City's Ordinances.

The Developer shall remain responsible for all maintenance of all the public Improvements during the two (2) year maintenance period, which period shall commence upon acceptance of the Improvements by the City and Council.

## SECTION 18. STREET ACCESS.

During construction of the Improvements, the Developer shall keep access streets clean and free from hazards, including, but not limited to, cleaning the streets at least twice daily and more often, if necessary, as ordered by the Director. Street debris and obstruction are violations subject to penalty including and not necessarily limited to, labor, equipment cost and materials in Chapter 311.01 and 303.99 of the City's Codified Ordinances of the City of Aurora, Ohio. Prior to the commencement of the project, Developer shall provide a preconstruction video of any route or roads which will be used to deliver materials to the construction site to be reviewed later to determine if damage were caused as part of the project.

## SECTION 19. Intentionally omitted.

## SECTION 20. TRAFFIC SIGNAL.

The parties hereto agree that the City has installed a traffic signal at Treat Road and North Aurora Road (State Route 43) to address existing traffic conditions that warrant a three-way traffic signal. The Developer shall not be responsible to pay for or install any traffic improvements at this intersection.

## SECTION 21. SQUIRES ROAD.

The City contemplates doing partial repairs to Squires Road and will make final repairs to Squires Road, including repaving, upon completion of the Subdivision by the Developer at the City's sole cost. The Developer shall not be obligated to pay for any repairs to bring Squires Road to current City standards or to be placed in a passable condition.

The Developer shall be required to make suitable repairs to Squires Road during construction of the subdivision caused by Developer's construction activities, but shall not be required to repave the road under any circumstances.

The Developer does not intend to use Squires Road for Phase 1B East development, but in the event it does so, it shall be required to make suitable repairs to any road within the City that is damaged and caused by Developer's construction vehicle traffic.

SECTION 22. Intentionally omitted.

#### SECTION 23. IMPACT FEES.

It is contemplated that a sanitary sewage pump station shall be constructed as part of the Subdivision. Said pump station and the property that it is constructed upon will be dedicated to the City in the same manner as other public improvements. The City and Developer agree that Developer shall pay an impact fee, which may also be characterized as a utilization fee, of Five Hundred Dollars (\$500.00) per residential unit for water storage in a water storage facility to be constructed to improve the water storage capacity in the service area that includes the Subdivision. This is in addition to any applicable utilization fees or tie-in fees pursuant to the Aurora Codified Ordinances. The utilization fees shall remain in effect until such time as the City enacts a revised utilization schedule, which is currently under review. At such time as a new fee schedule is adopted by the City, the additional \$500 fee will no longer be applicable, and the new fee will apply. The Developer and the City have now agreed upon a utilization fee of One Thousand Dollars (\$1,000.00) per residential unit for the sanitary sewage improvement extension for all units to be constructed in Phase 1B East as authorized by City Ordinance 2021-117. This utilization fee shall remain in effect until such time as the City enacts a revised sanitary sewer utilization schedule, if any.

#### SECTION 24. PARK LANDS.

The Developer shall convey to either (i) a non-profit land conservation entity, or (ii) a governmental agency, approximately 96.7 acres of land known as Parcels 3 and 4(A) and (B), of the Subdivision site plan, as depicted in **Exhibit "B"** attached hereto and made a part hereof, for perpetual use as a public passive park and subject to deed restrictions granting to the Developer and its designated master association for the Subdivision use by its residents. The Developer shall seek and obtain approval of the City as to the particular entity, which approval will not be unreasonably withheld, delayed or conditioned. The Park property may be conveyed to the ultimate grantee in phases as those portions of the Subdivision contiguous to such property are developed. The Developer and the City will use reasonable efforts to obtain grants and funding partners for the improvements of the areas to be utilized as parks.

#### SECTION 25. NORFOLK SOUTHERN RIGHT OF WAY.

The Developer has entered into a Waterline Crossing License with Cleveland & Cuyahoga Railway, LLC ("Licensor") dated April 14, 2020 ("Waterline License") and thereafter entered into a First Amendment to the Waterline License dated June 8, 2020 ("First Amendment to Waterline License") whereby Licensor granted to Developer a license and permission to construct, install, use, maintain, repair, relocate, operate and replace a waterline under Licensor's railroad right of way as more fully depicted in the License. Developer entered into a Pipeline Crossing License with Licensor to construct, install, use, maintain, repair, relocate, operate and replace the sanitary sewer pipeline crossing on the Licensor's railroad right of way as more fully described in the Sewer

License dated April 14, 2020 ("Sewer License") and thereafter entered into a First Amendment to the Sewer License on June 8, 2020 ("First Amendment to Sewer License"). The Waterline License and Sewer Line License (collectively "Licenses") authorize the Developer to install sewer and water utility mains under the railroad right of way property described in the Licenses. The Developer and its assignee homeowner association will be able to perform maintenance and repair outside of the perimeter of the Licensed right of way area and therefore, access to and repair work under the right of way is not expected in the future and any replacement of the sewer and water main sleeve can be performed by boring outside the Licensed area. The City and the Developer agree that the City shall not ever be required to maintain, repair or replace the sanitary sewer mains and water utility mains under the railroad right of way property described in the Licenses or any maintenance or repair work that would be performed immediately outside of the perimeter of the Licensed right of way area. Such responsibility shall initially be solely the obligation of Developer and thereafter the sole responsibility of any homeowner association to whom the obligations are assigned, but which association shall have overall responsibility for the common areas of the Subdivision. The homeowner association assigned to maintain, repair and replace the sewer and water mains shall set aside reserves each year for the eventual replacement of the sewer mains located under the Railroad Right of Way, assuming a 75 year life expectancy. Consistent with the Phase 1B-East Subdivision Improvement Plans, the Developer and then the assignee homeowner association shall video and water jet clean, as required, the sewer main under the Railroad Right of Way. Developer is required by the Licenses to maintain certain insurance for the benefit of Licensor. Developer agrees to maintain the Licenses in good standing and to maintain the required insurances by the First Amendments to the Licenses until such time as all improvements have been installed in the Subdivision, at which time the Developer shall take all necessary steps to obtain approval from the Licensor to transfer the Licenses to the homeowners association that will control and maintain the common areas of the Subdivision, and upon receiving such transfer approval, the Developer shall relinquish all of its right, title and interest in the Licenses to the homeowners association and be relieved of any further obligations set forth in the Licenses and any amendments thereto.

#### SECTION 26. TAX INCREMENT FINANCING.

(Omitted-See Section 26 of the Development Agreement between the City and Developer for Phase One-West)

#### SECTION 27. MODEL PERMITS.

At such time when the Subdivision development improvements have been substantially completed for Phase 1B-East, and a punch list has been generated and repairs completed, the Developer may submit four single family home permit packages to the City. The City acknowledges that the public utilities (electric and gas) serving the future homes will be in the process of being installed in such Phase as noted on the Improvement Plans, but not yet complete. During the time period when the electric and gas are being installed in Phase 1B-East by the public utilities, the City will pre-review the permit packages (including allowing the submitted single family home permit packages to proceed to ARB meetings for architectural plan reviews of each home). This will enable the City, assuming architectural plan approval has been obtained, to issue the building permits within 5 business days of final public utilities being

completed and in service, and the balance of all other development punch list items have been completed to the City's satisfaction.

#### SECTION 28. GRADE BOND.

The Developer and the City agree that for each individual unit the Developer shall post a grade bond in the amount of Ten Thousand Dollars (\$10,000.00) for the benefit of the City. The form of the grade bond shall be subject to approval by the City and its Law Director. The grade bond shall be deposited with the City prior to issuance of a building permit to construct such townhome building.

#### SECTION 29. DEMOLITION AND GRADING COMMENCEMENT.

The City and the Developer agree that Developer has been provided approval to commence clearing, grubbing, demolition, blasting, installation of the stormwater pollution prevention plan improvements and all retention basins for Phase 1B East, which work may commence regardless of whether or not final plat approval has been granted for Phase 1B East, as the result of certain accommodations being made by each of the Parties hereto. No additional permit shall be required from the City before the Developer may start such demolition and grading for Phase 1B East.

#### SECTION 30. MAINTENANCE PATH.

Developer shall create a temporary maintenance access path for the sanitary sewer force main to be constructed by Developer until such time as a parking lot is installed in the commercial portion of the Subdivision. Once the commercial parking lot is developed, it shall be configured to provide ease of access to such force main. In addition, the walking path on the park property referenced in Section 24 of this Agreement shall provide access along Treat Road. The overall sanitary sewer force main route shall remain easily accessible and unobstructed for future maintenance, repair and replacement by the City.

#### SECTION 31. EASEMENT.

Section 31 omitted.

#### SECTION 32. LIGHTING PLAN.

The City hereby acknowledges that the Lighting Plan submitted by the Developer is hereby approved. Developer agrees that it will follow such plans and City Ordinances, and the means and method of installing lighting as it did in Phase One – West of the Subdivision, in the installation and use of lighting for the Subdivision.

#### SECTION 33. Intentionally omitted.

#### SECTION 34. MISCELLANEOUS.

This Agreement, together with the "Exhibits", "Attachments", and "Schedules", if any, constitutes the entire agreement between the parties hereto and supersedes any and all prior oral or written agreements or understandings. This Agreement, the "Exhibits", "Attachments", and "Schedules", and any and all agreements executed in connection herewith may be modified only by a written instrument or agreement and signed by the appropriate parties. This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, legal representatives, successors, and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Parties have hereunto set their hands on this \_\_\_ day of \_\_\_\_\_, 2022.

CITY OF AURORA, OHIO

By: \_\_\_\_\_  
Ann Womer Benjamin, Mayor

\_\_\_\_\_  
**APPROVED**

\_\_\_\_\_  
Director of Public Services

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Dean DePiero, Director of Law

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF PORTAGE        )

**BEFORE ME**, a Notary Public for said county and state, personally appeared Ann Womer Benjamin, who acknowledged that she did sign the foregoing document in her capacity as Mayor of the City of Aurora.

**IN TESTIMONY WHEREOF**, I have signed and sealed this document at Aurora, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

PULTE HOMES OF OHIO LLC

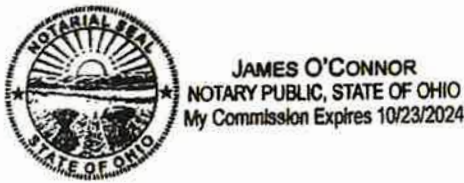
By:   
Brad Piroli  
Vice President of Land Acquisition

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF MEDINA         )

**BEFORE ME**, a Notary Public for said county and state, personally appeared PULTE HOMES OF OHIO LLC, by its Vice President of Land Acquisition, Brad Piroli, who did acknowledge the signing of the foregoing document and that the same is his free act and deed and within his authority as Vice President of Land Acquisition of PULTE HOMES OF OHIO LLC.

**IN TESTIMONY WHEREOF**, I have signed and sealed this document at MEDINA, Ohio, this 29 day of APRIL, 2022

  
Notary Public



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

CITY OF AURORA  
OHIO

ORDINANCE 2022-111

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 (**misc. employees**)

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: May 9, 2022Approved: May 10, 2022Effective: May 10, 2022By: Ann H. Womer Benjamin

Ann Womer Benjamin, Mayor

Attest: Donna Hawks

Donna Hawks, Clerk of Council

Approved as to legal form by: Dean DePiero

Dean DePiero, Director of Law

**CERTIFICATE OF POSTING**

I, Donna Hawks, 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 10<sup>th</sup> Day ofMay, 2022.Signed this 16<sup>th</sup> Day of May, 2022.Donna HawksClerk of Council  
City of Aurora

## CITY OF AURORA

As of 5/9/2022

2022 - 111

## 161.10 - ESTABLISHED POSITIONS

UNCLASSIFIED - NON-UNION - EXEMPT					
ADMINISTRATIVE	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
DEPARTMENT HEADS					
Director of Finance (Interim)	Cellura, Leah	\$40.04	\$45.00	5/9/2022	Temporary pay increase to run from 5/9/22 until 2 weeks after hire of new director. Hourly rate annualizes to \$93,600.
OTHER	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
NONE					
UNCLASSIFIED - 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
Executive Administrative Assistant-Fire	Davis-Stanton, Melissa	\$22.72	\$24.32	5/10/2022	Currently serves as Clerical II/Secretary in Service. Replacing J. Smolen who retired 4/29. Annualizes to \$50,585.60
Maintenance Supervisor-Wastewater	Toflinski, Christopher		\$33.65	5/10/2022	New hire. Hourly rate annualizes to \$69,992.00. Currently serves as a WW Maintenance Spec w/Lake County Dept of Utilities. USAF vet.
CLASSIFIED - UNION - NON-EXEMPT					
FULL-TIME ADM., PROFESSIONAL, TECHNICAL, SERVICE & CLERICAL	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
Clerical II/Secretary-Service	Powell, Megan		\$21.58	5/10/2022	EE will receive probationary rate (95% of full rate of \$22.72/hr) for 12 months. Full union rate will be \$23.29 eff. 1/1/2023. Replacing S. McCoy who transferred to another position.

AAMB  
5/15/22AAMB  
5/15/22AAMB  
5/15/22

2022-11

## CITY OF AURORA

As of 5/9/2022

## 161.10 - ESTABLISHED POSITIONS

FULL-TIME ADM., PROFESSIONAL, TECHNICAL, SERVICE & CLERICAL	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
Technician II-Service	Biltz, Curtis		\$22.50	5/10/2022	EE will receive probationary rate (95% of full rate of \$23.68/hr) for 12 months. Full union rate will be \$24.27 eff. 1/1/2023. Replacing J. Hanna who transferred to another position.
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
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
NONE					
PART-TIME WORKERS (OTHER)	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
Transportation Van Driver (Part-time as needed)	Halliday, James		\$15.00	5/10/2022	
PARKS & RECREATION (SEASONAL)	NAME	CURRENT HOURLY	PROPOSED HOURLY	EFF. DATE	NOTES
Seasonal Parks Crew	Shanholtzer, Tyler		\$11.25	5/10/2002	

Handwritten notes and signatures on the right margin, including "5/5/22" and a signature.

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