

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

PRESENT: Council Members: 1st Ward – Jennifer Demaline; Council-at-Large – Tammy Holtzmeier; 2nd Ward - Dennis McBride; 3rd Ward -Tony Moore; 4th Ward - Scott Radcliffe; Council-at-Large – Craig Witherspoon; Council-at-Large and Council President – Brian Fischer; Mayor – Bryan Jensen; City Engineer – Ryan Cummins; Planning/Economic Development Coordinator – Pam Fechter; Law Director – John Gasior; Finance Director– William Logan; Safety/Public Service Director – Duane Streator; Clerk of Council – Barbara Brooks

1. [ORDINANCE NO. 14-22](#) – TO ADD SECTION 1222.02(b)(44a) AND TO AMEND SECTION 1270.03(b)(3) OF THE CODIFIED ORDINANCES OF THE CITY OF AVON, TO PERMIT DRIVE-THRU BANKING IN THE C-4 GENERAL BUSINESS DISTRICT WHEN NOT ASSOCIATED WITH A PRINCIPAL USE ON THE PROPERTY Planning Referral

A Public Hearing will be held on Monday, March 14, 2022 at 7:25 p.m.
Third of Three Readings will be on Monday, March 14, 2022

Ms. Fechter advised she had nothing to add to this request.

2. [ORDINANCE NO. 28-22](#) – AUTHORIZING THE MAYOR TO TAKE ALL ACTIONS NECESSARY TO ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) ENERGIZED COMMUNITY GRANT(S) Mr. Logan

Mr. Logan advised the City has accepted this grant the last few years. He said NOPEC awards a grant for certain improvements the City can make in the City, energy efficiency wise. Mr. Logan stated this year the grant award is for \$61,374.00, which is about the same as what the City was awarded last year. He noted that the City has not yet spent last year’s grant award as they have a couple years in which to spend it. Mr. Logan advised they are applying last year’s and possibly this year’s funding award to the Detroit Road street lighting project, which they are waiting on some light poles and other materials to arrive yet. He said this Ordinance allows the City to accept that grant and once the Ordinance is passed, he then goes onto the NOPEC site to formally accept it from NOPEC and that they will be submitting reimbursement requests later in the year for that project.

3. [ORDINANCE NO. 29-22](#) – DISCUSSION: TO AMEND ORDINANCE. NO. 38-10 TO EXTEND TIF (TAX INCREMENT FINANCING) AGREEMENT NO. 6/7 AN ADDITIONAL 30 YEARS PURSUANT TO OHIO REVISED CODE SECTION 5709.51 Mr. Logan

Mr. Fischer advised that this Ordinance will be presented at the Monday, March 14, 2022 Regular Meeting of Council with an Announcement of a Public Hearing to be held at the Work Session of Council on Monday, March 21, 2022 and a possible vote at the Regular Meeting of Council on Monday, March 28, 2022.

Mr. Logan advised a couple of years ago the Ohio Revised Code came out with Section 5709.51 which is the Extension of Exemption from Taxation of Improvements regarding a TIF Agreement. He said the City has fourteen TIF districts, each supported by its own Ordinance and its agreement. Mr. Logan stated when any one of those TIF districts generates \$1.5 million or more in revenue in any given year, then that following year the TIF can be extended by 30 years. He advised TIF 6/7, which is the Nagel Road Interchange TIF, generated over \$1.5 million last year. Mr. Logan said basically they are asking that the original Ordinance be amended extending that agreement by 30 years. He stated they are required to notify the Avon School District and the Joint Vocational School District of this TIF arrangement. Mr. Logan advised he spoke with the Avon Schools Treasurer today and Mr. Hodge, Superintendent, tonight to let them know briefly what it is all about. He said the City will have to provide an official notice that the City would like to extend these TIF’s. Mr. Logan stated in the TIF agreements, they keep the schools whole, meaning the schools receive exactly what they would have received had the City not done the TIFs in the first place. He advised it is a way to generate revenue through the year 2070 because right now this TIF No. 6/7 expires in 2040. Mr. Logan said by adding 30 years, the City will have to figure out how they are going to spend that money, but it will be there if Council extends the TIF.

3a. DISCUSSION OF THE SCHOOL TENNIS/PICKLE BALL COURTS PROJECT

Mayor Jensen

Mayor Jensen advised in his discussions with the schools and the Recreation Coordinator, Clare Harasimchuk, they have talked about things that the City would like to offer the community. He said one of the biggest questions that comes up is when the City is going to have pickle ball courts. Mayor Jensen stated he had the opportunity to speak with Superintendent Hodge and Mr. Fishleigh at the Schools as they are going to do some repaving of some of their tennis courts and have talked about the need for having more tennis courts. He said they discussed how the City and the Schools could blend these projects together where it would benefit both the Schools and the City. Mayor Jensen advised tonight's discussion was to let Council know that the City and the Schools are going to come up with an agreement that they will ask Council to approve working together with the Schools with this project. He said for approximately \$250,000 the Schools and the City can get everything they want and pay for 2 tennis courts; 3 pickle ball courts and the City would pay a small portion of the lighting. Mayor Jensen stated the Schools are willing to maintain all of it as well as pay for the electric. He advised the Schools will have to go in front of Planning to amend their Special Use Permit and to discuss the hours for the court lighting.

Bill Fishleigh, Director of Operations at Avon School District, advised with the total project cost at approximately \$540,000, it appears that the low bidder will be Infinity Paving and they are currently reviewing the specs and scopes of the bids. He said on the school property they plan to add two tennis courts next to the existing ones on the south side making it five courts along the bottom row, with one court in the middle and the pickle ball courts would be to the north. Mr. Fishleigh stated they plan to extend the sidewalk that is on the eastern portion all the way to the pickle ball courts. He said that he and Ms. Harasimchuk are meeting with the contractor on Thursday to solidify some of the plans with the three courts in the middle potentially being multi-use courts, meaning they could be pickle ball or tennis courts; they would just have different lines. Mr. Fishleigh advised the proposed lighting are LED's with a narrow lense and should not affect the neighboring properties as that was the design and concept because they understand and want to be conscious of the neighbors and that they are kept in the loop with the plan.

Clare Harasimchuk, Recreation Coordinator, advised tennis has been the number one thing that the Recreation Department gets calls about with residents wanting tennis courts in the City. She said since she started with the City in 2018, they probably get one or two calls every six months or so. Ms. Harasimchuk stated she is hearing more requests for pickle ball courts recently and the City does not have its own tennis courts. She advised she and Mr. Fishleigh have worked really well together to try to provide as much as they can in the summer and they started indoor tennis at the south gym in the winter right after basketball season ends and the numbers for tennis keep growing as they had close to 300 participants this summer with tennis with just the five weeks that it is offered so she does believe it is a huge asset that they could build more.

Mr. Fishleigh further clarified that they plan to add three tennis courts and three pickle ball courts to the existing courts, which will be replaced by new. It was noted that a pickle ball court is approximately half the size of a tennis court. He said they are in discussions about having some dual-purpose courts that could be used for either tennis or pickle ball with changeable lane lines.

There was some discussion of the neighboring Methodist church property in relation to these courts.

Mayor Jensen advised they want to be reasonable with the lighting when this request comes before the Planning Commission. He said the first estimates were that the lights would be on until 9:00 p.m., but if there was a special event then maybe lighting would be allowed on for later, but as a general rule they do not believe it would need to be on later than 9:00 p.m. Mayor Jensen noted that the police would still be patrolling that area.

Mr. McBride advised he thought some of the tennis courts in Bay Village on Dover Road were able to be turned on for a specified time.

Ms. Harasimchuk advised the courts in Bay Village are on a timer, but she believes those lights are on until 11:00 p.m. She said there are residential properties across the road, but to the other side there is nothing so it is not a big deal. Ms. Harasimchuk stated the five courts at Bradley Park in Bay Village are where the high school practices and tournaments are held, but that is an issue because it is located in a residential neighborhood and she remembers the times having to be altered during the different seasons.

Mayor Jensen advised with this many courts, they are hopeful it will alleviate some of the need to be there late into the evening. He said that is something that can be discussed more in the Planning Commission meeting. Mayor Jensen stated they wanted to bring it to Council ahead of the Planning Commission meeting because with the Schools and the City working together they can get so much more value for our students and residents as well. He advised Ms. Harasimchuk is hearing from residents that they want pickle ball and more residents are also asking for tennis. Mayor Jensen said if the Schools were not already considering repaving the existing courts, this may not even have come before Council because it does not lend itself to be a stand alone project to put a few courts somewhere else, but both he and Superintendent Hodge are committed to work together more in any way they can to get more value for the money spent.

Mr. McBride advised the collaboration is great and it benefits everyone. He said he knows there have been multiple discussions regarding parking. Mr. McBride asked if there was an alternate parking plan as he hoped they were not going to push the parking north off the main lot. He stated knowing Avon in general after an expansion or opening a new business, they often become overrun with not enough space. Mr. McBride inquired when the schools new Performing Arts Center opens if there will be enough parking to handle the student body already on campus and the people who come in for performances at the Performing Arts Center.

Ben Hodge, Superintendent of Avon Schools, advised the majority of the time, the students will not be in school when those events are being held at capacity such as tournaments. He said they would figure out the parking that is just south of the courts along with parking that is on the front side of the school building that used to be the main entrance for student services, for more guest parking and for those adults that want to play tennis during the day. Mr. Hodge stated there is plenty of grass parking on the practice soccer field next to these tennis courts and it was used all summer when the Performing Arts Center was under construction. He advised even with the Performing Arts Center, the majority of the time that parking lot is not going to be full of students when those events are being held at capacity especially during the summer.

Mr. Fishleigh advised with the partnership with the City the School would take out those five courts that are in need of repair and redo it at minimum. He said they wish they could do more, but cannot right now as there are some large roof projects that need to be done in the next two years with Heritage. He said they know that pickle ball is in all the surrounding communities and they would love to have it here in Avon.

Mr. Radcliffe asked how much the City expects to expand into leagues for pickle ball for the residents with this proposal. He said it was mentioned that three courts would be dedicated for tennis but asked if either side of the net could be used to have as many as another ten courts or more for pickle ball.

Ms. Harasimchuk advised those are discussions that they still need to have with Mr. Frombach, Athletic Director at the Schools, once they see the construction of the three pickle ball courts that are proposed. She was not sure how that would work if there were too many lines on the court indicating tennis and pickle ball.

Mr. Radcliffe said he knows they have lines that can be placed on a temporary basis, but that may require some additional workings. He stated they could certainly have 16 or more pickle ball courts if they used all the courts for this dual purpose. Mr. Radcliffe advised it could be a big job, but there are a lot of residents that area asking for it and it would be great to see.

Mayor Jensen advised their hope is that once they get this all laid out that there will be certain times that the scheduling will be specific toward tennis or pickle ball, but otherwise they could consider using temporary lines. He said the hope is that the City and the Schools can continue to collaborate on things that perhaps were not a focus in the past, but this is a first step and it would be nice to see it move forward.

Mrs. Demaline advised she is strongly in favor of the partnership with the Schools, and she thanked Mayor Jensen and the Schools for entertaining this project. She inquired how the maintenance would be handled; will it be shared in an agreement?

Mr. Fishleigh advised going forward the Schools are responsible for all the maintenance. He said the Schools will take the risk if there are soil sample issues that do not go the way it should. Mr. Fishleigh stated the Schools need to be responsible for it too, because it is located on School property and they are just looking for the partnership to get it started.

Mrs. Demaline asked about a proposed timeline for this project.

Mr. Fishleigh advised tennis in the Spring ends around mid-May and they are hoping to hit the ground running. He said on Thursday he would have a lot better feel for that timeline. Mr. Fishleigh stated the courts would most likely be down all summer, which is the bad news. He advised they are hoping to have the courts open by August 1, 2022 as a tentative timeline, although that was dependent on the weather and other factors.

Mayor Jensen advised if Council has any further questions on this item and would like the School officials to come to a subsequent meeting to let him know as he most likely would not require them to attend a future meeting unless Council requested it. He said the City is committing to \$250,000 for its share and Council would see that in an upcoming reappropriation. Mayor Jensen stated this plan has to go before the Planning Commission for approval and then come back to Council for amendment to the Special Use Permit.

4. ORDINANCE NO. 30-22 – TO AWARD THE BID FOR THE 2022 AVON PARKS MOWING CONTRACT NO. 1 (THE BOARD OF EDUCATION SOCCER FIELD COMPLEX, AQUATIC FACILITY GROUNDS, FIRE STATION SITE, POLICE STATION SITE, AND THE AVON POST OFFICE SITE) Mr. Streator

Mr. Streator advised as Council is aware, they separated out the mowing contracts this year into five different ones with the assistance of the City Engineer and Chagrin Valley Engineering. He said they received the bids in February and both he and Mr. Logan went through the bids along with some advice from the Law Director and came up with the best and lowest bids for each of the five contracts. Mr. Streator stated he is recommending the bid be awarded to Green Impressions for contract no. 1 in the amount of \$30,753.00 for the mowing season this year.

Mr. Moore inquired if it has all been worked out with the contracted company should it rain that they would come back on another day. He indicated Council talked briefly about scheduling as these companies may have contracts with other entities, but they want to ensure the City properties get mowed.

Mr. Streator advised they worked with Green Impressions last year and it worked well for scheduling the weeks if they were not able to mow because of the weather then the next available date was scheduled.

Mr. Moore asked if the City employees ended up doing some of the mowing because the company was not available.

Mr. Streator advised they do not anticipate doing that this time. He said they talked to the company and they are aware of that. He said last year was the first year that the City went with Green Impressions and after the first couple times they worked that situation out with them last year for the latter part of the contract.

Mr. Moore stated he just did not want the City employees to be mowing more property if this is being subbed out.

Mr. Streator agreed.

Mayor Jensen clarified that City employees will sometimes have to mow a second time after the mowing company if it has rained or there is enough moisture because those fields grow so fast. He advised when there are different events such as baseball, the City employees are prepared for that extra mowing during peak growing season and will probably continue to do that, but it is on an as needed basis. Mayor Jensen said they have all seen it happen where the grass could be mowed twice a week and it still would not be enough and because the baseball leagues need the grass to be at a specific height, they may occasionally need a double cut on random weeks. He advised they cannot predict in advance what weeks the extra mowing will be necessary and the City does not want to pay extra if it is not needed.

Mr. Fischer advised he sees that Green Impressions was not the lowest bid and that the company of Brian-Kyles was crossed out and he asked the reasons.

Mr. Streator advised Brian-Kyles submitted an incomplete bid package for each of the contracts they submitted bids for. He said after consulting with the Law Director it was determined that since the bid was incomplete that

the City was not able to accept it. Mr. Streator stated that Brightview Landscaping Services was lower than the bid submitted by Green Impressions but after speaking with Mr. Loeser and these two mowing companies, it was determined that Green Impressions would provide the best service for the City.

Mr. Fischer inquired as to the start and end date on the contracts?

Mr. Streator advised they are hoping to start April 1, 2022.

Mr. Fischer advised and that goes for 30 weeks, which takes them to mid-October.

Mr. Streator confirmed that and said that if they have to extend it a week, the companies are well aware and if the start date is after the April 1 date, the contract still goes for 30 weeks.

Mr. Fischer inquired as to the cost that was paid for mowing services last year as a whole compared to what will be paid this year when all five of these contracts are added up.

Mr. Streator advised they will be paying approximately \$9,000 less than what was paid for mowing last year.

Mr. Fischer advised but, last year the contract was for 35 weeks, which is an additional month. Is that correct?

Mr. Streator advised he does not know as he was not involved with this last year.

Mr. Fischer advised they are right around \$180,000 and he thought they spent around \$180,000 last year as well.

Mr. Logan advised he can check, but he did not have that information in front of him tonight.

Mr. Fischer advised it seems like the City is getting a month less of service for the same amount of money as last year.

Mr. Streator advised it was 30 weeks last year as well and the City is saving \$8,300 from last year to this year.

Mr. Fischer inquired if they looked at hiring our own employees for the mowing for that \$180,000 and he knows they have hired out for the mowing for a few years now.

Mr. Streator advised he was not personally involved in those discussions. He said when he became involved the City was already involved in the process of bidding out the service.

Mr. Fischer advised he is just wondering how many employees they would have for that amount of money.

Mr. Logan advised the City does not have all the necessary equipment to do the mowing for all these locations.

Mr. Fischer asked if the City employees would be cutting the grass when the contractor does not show up.

Mr. Streator advised no, the City employees do not cut the grass on a regular basis. He said they do not have enough equipment to do this kind of work. They would have to obtain equipment and personnel to get it done on a regular basis.

Mr. Fischer asked how much the equipment cost. He asked if a commercial mower would cost between \$20,000 to \$50,000. Mr. Fischer said he is asking how much they would need to budget for the City employees to do the mowing by hiring more employees and purchasing the equipment and then the City would have these employees for the rest of the year to help with snowplowing and other areas. He advised he does not know if that was looked at.

Mayor Jensen advised they looked at it and to hire full-time employees would be close to \$100,000. He said they looked at purchasing mowers because they are around \$50,000 each and the longevity is between 3 and 5 years so they would need to be replaced on a regular basis. Mayor Jensen stated when the City was doing all the

mowing themselves it was with seasonal, part-time employees. He advised it was never with the City full-time employees because they have enough work to do outside of that added work. Mayor Jensen said they calculated the hours and he believes it was \$30 + an hour if you looked at the amount of time they were actually mowing as they could only get about 6.5 hours of mowing a day. He advised the City will be paying the outside contractors for the hours they mow, and he knows the schools do the same thing. Mayor Jensen said there is not a need to have that many more full-time employees for the remainder of the year. He said they do a good job keeping up, but to have that many more employees, they just do not have the work year-round. Mayor Jensen advised even adding more parkland since he has been Mayor and that would just be more and more employees to have to deal with. He said these contracts include fuel, an hourly rate, insurance and all the liability. Mayor Jensen said some of these companies have their own full-time mechanics to repair and maintain the equipment. He stated this is a huge savings for the City and the City of Westlake does the same thing for the same reasons. Mayor Jensen advised at the time they made this change they first looked at replacing all the mowing equipment and that was close to \$200,000 just to replace all the old equipment. He said he believes the City now has 3 or 4 pieces of equipment for when they need to help catch up on the mowing.

Mr. McBride remembered when the City was muscling up the Parks Department staff with seasonal part-time employees to mow. He agreed the equipment was pricey originally, and when it was time to purchase replacement equipment as it did not last as long as it should have lasted and there were equipment breakdowns and all kinds of issues. Mr. McBride said this contracting out for the service is just a better way to go. He asked Mr. Streater to provide a brief overview of what the contract includes.

Mr. Streater advised it is cutting the grass, edging, and cleaning up any debris. He said the fertilizing is a separate contract.

Mrs. Demaline advised Mr. Fischer makes a good point about looking at the cost benefit analysis of doing this work in-house versus doing it with an external company. She said of course at this time, they are already in March so they are at a point where they would not be able to pivot for this year. Mrs. Demaline felt when they go into budget talks in the fall that it might be helpful to see a cost benefit analysis.

Mr. Streater advised he would be glad to expand upon that.

5. [ORDINANCE NO. 31-22 – TO AWARD THE BID FOR THE 2022 AVON PARKS MOWING CONTRACT NO. 2 \(THE AVON ISLE, THE COMMUNITY CENTER, AVON CEMETERY, STATE ROUTE \(SR\) 83 RIGHT-OF-WAY IN NORTHWEST QUADRANT OF THE SR 83 & SR 254 INTERSECTION, STONEY RIDGE ROAD GAZEBO SITE, OLD VILLAGE HALL, AND THE SENIOR CENTER & LITTLE LEAGUE PARK COMPLEX\)](#) Mr. Streater

Mr. Streater advised this is the second mowing contract and after reviewing them, it is their recommendation to go with Brightview Landscape Services as the lowest and best bid.

6. [ORDINANCE NO. 32-22 – TO AWARD THE BID FOR THE 2022 AVON PARKS MOWING CONTRACT NO. 3 \(SCHWARTZ ROAD PARK\)](#) Mr. Streater

Mr. Streater advised this is contract number three and for the lowest and best bid they recommend Brightview Landscape Services.

7. [ORDINANCE NO. 33-22 – TO AWARD THE BID FOR THE 2022 AVON PARKS MOWING CONTRACT NO. 4 \(VETERAN'S MEMORIAL PARK AND ITS ENTRANCE WAY UP TO DETROIT ROAD\)](#) Mr. Streater

Mr. Streater advised it is their recommendation for this contract that the best and lowest bid received was ESK Landscaping LLC. He said as he mentioned earlier Brian-Kyles submitted an incomplete bid package and could not be accepted.

Mr. Fischer inquired if the City has worked with these mowing companies in the past.

Mr. Streator advised ESK Landscaping LLC is a new company to the City of Avon. He said they checked references and they do work for the City of Solon, City of Strongsville and City of Cleveland. Mr. Streator stated in checking the references, they came back very favorable.

8. ORDINANCE NO. 34-22 – TO AWARD THE BID FOR THE AVON PARKS MOWING CONTRACT NO. 5 (THE AVON CITY HALL COMPLEX INCLUDING THE AREA ADJACENT TO THE MIDDLE ROAD RIGHT-OF-WAY, THE NORTHGATE COMMUNITY CENTER SITE, NORTHGATE PARK, THE OLD COLORADO RIGHT-OF-WAY AT EATON DRIVE, AND THE CRUSHER STADIUM COMPLEX INCLUDING THE RECREATION LANE ENTRANCE UP TO STATE ROUTE 611 (COLORADO AVE.))

Mr. Streator

Mr. Streator advised for mowing contract number 5 for the best and lowest bid their recommendation is to go with Brightview Landscape Services.

Mrs. Holtzmeier advised in listening to the various bid awards and looking at the locations around the City, the one area that they have not talked about is the Nagel Road Interchange. She asked who is responsible for the maintenance of that area.

Mr. Streator advised ODOT is responsible for most of that area. He said the City does some weeding along the edges of that area because ODOT does not keep up with it to City standards.

Mrs. Holtzmeier said she knows that once upon a time ODOT was not going to be mowing that area and the City leased a piece of equipment to be able to do that. She asked if ODOT has now taken over that mowing.

Mr. Logan advised he believes the City purchased that leased equipment and that the City still has that piece of equipment. He said he is not positive if it is being used.

Mr. Streator advised they also utilize that piece of equipment for other areas where ditch cleaning is necessary along the right-of-way.

Mrs. Holtzmeier asked for confirmation that ODOT has taken over that maintenance on Nagel Road.

Mr. Streator advised ODOT is responsible for the main area of that Interchange, yes.

Mr. Fischer advised he has seen our City employees mowing at Nagel Road and Avon Road, but he does not believe that is part of the bid.

Mr. Streator confirmed the area Mr. Fischer was referring to was not a part of the bid. He advised the City crews do maintain the right-of-way with that larger piece of equipment.

Mr. Fischer asked if that area was not a part of the Nagel Road Interchange.

Mr. Streator confirmed it is not. He said a little bit south of there is where the City takes care of the right-of-way areas.

Mrs. Holtzmeier advised to circle back, none of the outside companies would be mowing that Interchange area. She said to Mr. Streator's point of the overgrowth, there is a lot of thistle in that location and it gets a lot of attention especially in front of the "Welcome to Avon" sign. Mrs. Holtzmeier asked if that was something that the City would be continuing to improve upon.

Mr. Streator advised yes, and they were trying to work with ODOT to get that handled, but as they know the maintenance along the highways is always a challenge. He said these mowing contracts are specific to parks and other City owned properties.

Mr. McBride advised the City was never primarily responsible for cutting at that Nagel Road Interchange. He said as he recalls, the agreement was that the City could mow that area on a supplemental basis, but ODOT's contractor would still come along 2 or 3 times a year.

Mr. Streator advised if the City has the opportunity, they were going to try keep it looking as nice as they can dependent upon the City's abilities and resources at the time, but it is not a contracted area or that is maintained on a regular basis.

Mrs. Holtzmeier added as long as it is mowed to which Mr. Streator agreed.

Mr. Fischer thanked Mr. Streator for all the information.

9. ORDINANCE NO. 35-22 – AUTHORIZING THE MAYOR TO EXTEND THE CONCESSIONS AGREEMENT BETWEEN THE BIG SHOW LTD. AND THE CITY OF AVON ENTERED INTO ON MAY 8, 2017 PURSUANT TO ORDINANCE NO. 36-17 Mr. Logan

Mr. Logan advised he and Ms. Harasimchuk and Tom Fattlar, who operates our pool, met a few times to discuss the concessions agreement. He said there are not a lot of complaints about the concessions at the pool and that the City is better off right now extending the contract to The Big Show by another year. Mr. Logan stated there was some brief discussion about putting out an RFP, but they do not know who else is out there that would have bid anyway. He advised there are a couple of changes that the City would like to make to the contract. Mr. Logan said one change is that The Big Show would be responsible for the food concessions at the pool, but they would remove from the last agreement that The Big Show provides and/or staffs the concessions stands at the parks. He clarified that The Big Show would not be responsible for the concession stands at the parks as part of this new agreement. Mr. Logan stated they met with the people who run the Little League and Soccer League programs in Avon, and they would prefer to operate the concessions themselves at Schwartz Road park and Veterans Memorial park. He said he knows Melissa Nelson of The Big Show sometimes had trouble staffing for the park concessions and scheduling and the City was only receiving 2% of whatever she earned at those parks, which was not a whole lot. Mr. Logan added the City receives 5% of the proceeds from the concessions at the pool and the City will continue to receive 5% of the proceeds from the pool, which last year amounted to approximately \$4,500 for the City.

Mr. Moore advised he thought that it was agreed last year that the City was going to bid this service out.

Mr. Logan stated they probably did talk about it and they got to a point where it would not have made much sense to bid it out because they were not sure who would have bid on it.

Mr. Moore asked when the last time was that the concessions for the pool were bid.

Mr. Logan speculated it was probably since 2015 and added that the City probably has not formally bid it out. He believes in 2017 it was out there, but not as a formal request for bids.

Mayor Jensen advised in talking with Ms. Harasimchuk some of the reasons they did not go out for bids this year, was they were not sure where Covid was going to be at this point. He said the rumors were back and forth on returning to normal versus continuing to mask etc. Mayor Jensen stated this will probably be the first year since the contract was awarded to The Big Show that she will have an opportunity to say that things are back to normal. He advised from the Administration standpoint it was just finalized last month all the pricing and hours of operation for the pool and then the discussion for the pool concessions with The Big Show came about. Mayor Jensen stated it is a little late to go out for bid this year, but he felt it should not be problem next year as things should be normal throughout the whole year. He reminded everyone that the pool had limited hours of operation last year and the pool opened later in the season than normal. Mayor Jensen felt this year everything should be operating normally. He stated going into next year, he believes that Mr. Gasior is prepared to put a RFP out for the pool concessions next year. Mayor Jensen said they have been dealing with Covid protocols for three years now making it difficult to say what they were looking for in terms of what Melissa of The Big Show did and she even donated items to the pool staff in a show of appreciation for their work.

Mr. McBride advised they do need to seek bids for next year as he was sure they could find other companies willing to bid, but he speculated that The Big Show would be the successful bidder and ultimately be awarded the contract again. He said that the soccer and Little League programs used to run those concessions at the parks and then he believes there was a period of time where the leagues did not want to run it and now they are

willing to run it again. Mr. McBride felt the City should give the leagues the opportunity to run it, but there needs to be some accountability to both soccer and Little League.

Mayor Jensen advised in the past there were a lot of complaints because the parents did not want to run the park concessions and there was a time the concessions were not even open. He believes that is why The Big Show originally got involved. Mayor Jensen said that Melissa Nelson has no objections to the concessions in the parks being the responsibility of those leagues and not her business. He advised the City was approached and asked if the leagues can now operate their own concessions again and as long as there was not pushback from The Big Show, the City is agreeable to the parents operating those concessions stands once again.

Mrs. Demaline inquired outside of the The Big Show contract with the pool, what is the terms of the Little League and the Soccer Leagues taking over the concession stands at the parks. She asked what that relationship looked like.

Mr. Logan advised they were figuring it out.

Ms. Harasimchuk advised they met with the presidents of both associations of Little League and Soccer League programs a couple of months ago to see what their thoughts were and they were very receptive to the idea of operating it themselves. She said they could not divulge too much information at that point because they were still working it out with The Big Show. Ms. Harasimchuk stated the plan is to go forward with these groups operating the concessions for their programs themselves. She said the biggest concern was that because of staffing and game changes and trying to coordinate a private concessions company with the schedules was not working. Ms. Harasimchuk stated there were not any true complaints from the leagues, but these entities were not meant to be together to complain, but it was a solution to a problem. She advised The Big Show Catering came to the City last spring before the season started asking if there were local or civic groups that could take the parks concessions over. Ms. Harasimchuk felt like the separation of responsibilities was headed in this direction because with all the different schedules that The Big Show has to manage and they are not a part of the leagues programs keeping up with it becomes really challenging so they were very receptive to this idea from the meeting.

Mr. Logan advised Ms. Harasimchuk is looking at the idea of a permit of some sorts that the leagues would have to acquire to run the concessions in the parks or have food truck events and those ideas are still under consideration. He said there would not be a percentage of sales agreement. Mr. Logan stated he remembers helping to run those concession stands when he was the treasurer for Little League twenty years ago. He felt the parents should be able to run those concessions stands with no problem as the kids would help to run the concessions when their team was not playing by selling candy and pop. Mr. Logan advised why it got to a point of a third party operating those concessions is beyond his comprehension. He said they probably do need to come up with some kind of permitting process and some sort of agreement that those leagues can run the concessions themselves.

Ms. Harasimchuk advised with all the Board of Health regulations these parent run concessions were not going to be able to sell hot dogs and hamburgers. She said if they want to operate the traditional stand with pop, candy and chips with everything individually packaged for sale that was a bit different. Ms. Harasimchuk stated the parents and league presidents would have to understand that in running these concessions. She advised they are going to have to look into food trucks as there was some conversation that the leagues would want to have a food truck on site occasionally, but they would have to secure a permit with the Fire Department like any food truck has to now when anywhere in the City and then they would need to talk about some type of a permit with a nominal fee they would have to pay to the Parks Department to be parked at a location for a specified number of hours. Ms. Harasimchuk said it would not be a free for all. She stated the biggest thing with the current contract was that the City or other organizations were not allowed to have food trucks in the parks; the exclusivity went to The Big Show and her food truck. Ms. Harasimchuk said now, this will give them opportunities to have more food trucks in the parks for our special events. She advised the City worked with The Big Show very well last year for some special events and has always worked very well with the City on those kinds of things, but now they will be able to do more without restrictions.

Mrs. Demaline advised she felt it was a great idea to bring it back to the community organizations to run so she is in favor of that. She asked Mr. Logan to confirm that she is hearing correctly that the City is not looking for revenue from the leagues of a 2% of the proceeds of the sales back to the City.

Mr. Logan advised the revenue does not mean that much and the City is not going to audit their books and things of that nature. He felt the leagues should just have kids run the concessions stands the way it used to be twenty years ago.

Ms. Harasimchuk clarified they would get a permit for the grounds, and they would add the concession stand and the Leagues would have to get approval of some type of permit from the Board of Health if they were going to do anything more than sell prepackaged chips and candy. She advised the Board of Health will be over there checking on their operations and she felt the responsibility is on the Leagues at that point that they are following all the health codes that are required. Ms. Harasimchuk said twenty years ago the health codes were different than they are now so those are things that the Leagues will have to research and find the best fit for them.

Mr. McBride advised if the parents and their kids are going to run it that was fine as long as they do not break the equipment and they let the City know when something is wrong. He said if the parents from Little League and soccer cannot staff and run the concession stands then maybe they should look at having civic organizations such as the Girl Scouts, the Boy Scouts, the Lions Club or the like agree to operate it for a season or portion of the season. Mr. McBride stated he agrees that parents could run it as it was not that difficult.

Mr. Logan advised the City does need to do an RFP for the pool next year and they all understand that. He said they are coming off a couple of tough years. Mr. Logan stated the City of Westlake did an RFP maybe two years ago and The Big Show ended up being awarded the Clague pool concessions agreement. He said that is not an excuse for not doing an RFP necessarily, but the City is at a point where extending the existing contract by one year is probably the easiest, smartest thing to do right now. Mr. Logan reiterated it is not a huge revenue maker. He said Mr. Fattlar can confirm that there has not been a lot of complaints for the consistency of the food or service or inventory so they are requesting to go through another season and look at an RFP in the fall.

Mrs. Holtzmeier advised she agreed with Mr. Logan to extend the contract by another year. She said point number one of the contract talks about exclusivity so there is currently at the Aquatic Center facility exclusivity for The Big Show and that applies to food trucks as well as noted at the pool.

Ms. Harasimchuk advised there is exclusivity in the parks as well and that is an addendum to the concession agreement.

Mrs. Holtzmeier advised she knows there have been times when because of that exclusivity, if The Big Show was not available that left the City empty handed with other options. She inquired if it would be appropriate to include some language that allows some language that would allow The Big Show the right of first refusal while maintaining that exclusivity. Mrs. Holtzmeier said if The Big Show then says no for whatever reason that the City can go on to some other options to serve the residents.

Mr. Gasior advised exclusivity at the other parks is not in this agreement.

Ms. Harasimchuk agreed that was not in the new agreement as it was eliminated.

Mr. Gasior advised as far as the pool goes, what Melissa Nelson of The Big Show wanted to do was be able to have a food truck outside of the Aquatic Center when there were swim meets.

Ms. Harasimchuk added or to supplement the concession stand because on Thursday nights the pizza truck is there.

Mr. Gasior advised and that is the only extent of exclusivity is that she would supplement inside the pool gate area concessions with a truck outside the pool gate for those swim meet events. He said if there was something else going on in the park another food truck would be allowed.

Ms. Harasimchuk agreed and said item #16 spells that out in the agreement. She read, "Contractor's Food trucks. With consent of pool management regarding days, times, truck location and pool access, the Contractor's food trucks may be used to supplement the service at the Avon Aquatic Facility. All terms of this agreement apply to this portion of the operation."

Mrs. Holtzmeier advised to make it marry Mr. Gasior's understanding she felt they would want to add verbiage about during swim events or swim meets, the ability to use other vendors should The Big Show be unable to be there, because it does grant exclusivity to their concession stand and their trucks, just not outside vendors. She said she would think they would want to have outside vendors available to come.

Ms. Harasimchuk advised if The Big Show is not able to then yes. She said she believes the idea is that Melissa Nelson is providing service to the pool and she is going to want to be there for these events and they make it happen. Ms. Harasimchuk added that it is something that has to be worked out with the pool management as the food truck cannot just show up without prior knowledge by pool management. She advised but if there is a swim meet and The Big Show cannot be there for that event then chances are the City is probably not going to be able to get a food truck that last minute, but yes they should have that ability. Ms. Harasimchuk stated they could discuss it with The Big Show to make sure everyone agrees.

Mrs. Demaline pointed out No. 1 in the agreement mentions the swim competitions and the Contractor's exclusivity and food truck.

Mr. McBride advised if it is pool related then The Big Show has exclusivity and then if it is the City of Avon movie night then it may be offered to the contractor first, but it was not just pizza.

Ms. Harasimchuk agreed and said they do other things and have worked with Melissa Nelson on other events since she has been here, and they have a good working relationship where the City hosts a movie night and while they like the pizza truck, they try to offer more things to the residents and Ms. Nelson understands that. She said the last movie night, the City hired 3 food trucks and Melissa Nelson's was not one of them because she was not available on the one date. Ms. Harasimchuk said it worked out but moving forward they would rather have the ability to be able to plan and not scramble last minute.

Mr. Radcliffe advised from what he remembers from what was done in the past that there were requests from some of the other clubs such as Lacrosse or Rugby to have the concessions facilities to be used by their organizations and they were not able to because they were solely operated by Little League or Soccer. He said that was one of the benefits of having the City manage and staff the concessions. Mr. Radcliffe stated if they go back to having Little League and Soccer run the concessions. There should be a firm reminder for these groups to work together and maybe the Rugby team can use the concession stand in the mornings before the baseball games when not being used by Little League as there were a lot of requests for that in the past as he could see those kinds of requests coming in and how that should be managed needs to be included in letting those concessions go back to being run by the individual clubs.

Ms. Harasimchuk advised the School uses Veterans Memorial Park for cross country meets and that is another example for the Schools being able to operate during that time.

Mr. Radcliffe felt the concession stands in the parks should not be exclusive to specific clubs to use; all groups should be able to use it as well and they all need to work together to make that happen for the benefit of all.

Ms. Harasimchuk agreed.

Mr. Gasior asked for clarification if Mrs. Holtzmeier was satisfied that paragraph one covers the food truck outside of the Aquatic Facility. He inquired if she needed any modifications to the agreement. Mr. Gasior advised he did not see any need to change anything.

Mrs. Holtzmeier advised if Ms. Harasimchuk is comfortable with the company's ability to be there or refuse and not hold a line in the sand to say that if The Big Show cannot be there then no one else can by exercising Ms. Nelson's exclusivity. She said The Big Show has not stood in the way of having other vendors if they could not be there.

Ms. Harasimchuk confirmed that has not been a problem.

10. RESOLUTION NO. R-8-22 – TO APPROVE WITH MODIFICATION THE RENEWAL APPLICATION MADE BY THOMAS AND BARBARA DEMALINE, TRUSTEES TO HAVE CERTAIN LAND OWNED BY THEM LOCATED ON CENTER ROAD, PERMANENT PARCEL NOS. 10-04-00-013-000-149, 10-04-00-013-000-148, 10-04-00-013-000-038, AND 10-04-00-013-000-168 DESIGNATED AS BEING LOCATED WITHIN AN AGRICULTURAL DISTRICT, CONSISTING OF 35.49 ACRES Mr. Gasior
A Public Hearing will be held on Monday, March 14, 2022 at 7:20 p.m.

Mr. Gasior advised this is the fourth or fifth one of these we have done this year and it is self-explanatory and he was happy to answer any questions Council might have. He noted that the application was attached as the Exhibit to the legislation and the last page of the application has instructions for the filer and that might help Council to understand the process, but it is straightforward. Mr. Gasior said in Avon where there is a lot of agriculture left, it saves the property owner on their property taxes.

Mrs. Demaline advised for the record that although these applicants share a common last name with her, there is no relationship to Thomas, Barbara, Lester, and Marilyn Demaline. She said she feels confident that she can vote on these requests and that there is no conflict of interest.

11. RESOLUTION NO. R-9-22 – TO APPROVE WITH MODIFICATION THE RENEWAL APPLICATION MADE BY BARBARA J. DEMALINE TO HAVE CERTAIN LAND OWNED BY HER LOCATED ON STONEY RIDGE ROAD, PERMANENT PARCEL NO. 10-04-00-012-103-122, DESIGNATED AS BEING LOCATED WITHIN AN AGRICULTURAL DISTRICT, CONSISTING OF 27.14 ACRES Mr. Gasior
A Public Hearing will be held on Monday, March 14, 2022 at 7:15 p.m.

Mr. Gasior advised this is the same type of request as the previous and the next item.

12. RESOLUTION NO. R-10-22 – TO APPROVE WITH MODIFICATION THE RENEWAL APPLICATION MADE BY LESTER AND MARILYN DEMALINE, TRUSTEES TO HAVE CERTAIN LAND OWNED BY THEM LOCATED ON CENTER ROAD, PERMANENT PARCEL NOS. 10-04-00-013-000-076, 10-04-00-013-000-147, 10-04-00-013-000-191, AND 10-04-00-013-000-036 DESIGNATED AS BEING LOCATED WITHIN AN AGRICULTURAL DISTRICT, CONSISTING OF 39.01 ACRES Mr. Gasior
A Public Hearing will be held on Monday, March 14, 2022 at 7:10 p.m.

Mr. Gasior advised this is the same as the previous two requests of the property owners asking for the exemption on property taxes.

13. RESOLUTION NO. R-11-22 – TO ADVERTISE FOR BIDS FOR THE JAYCOX ROAD SOUTH PAVEMENT RESURFACNG PROJECT Mr. Cummins

Mr. Cummins advised this proposed project would extend from Mills Road north up to the intersection of Jaycox Road and Schwartz Road. He said basically where the Parks Department building is currently located. Mr. Cummins stated it is a total of approximately 8500 feet in length and it would be an asphalt resurfacing project, but it does include widening of the road 1 foot on each side. He advised this is just for authorization to bid and once they have bid results they will come back with a recommendation to award a construction contract.

Mr. Moore inquired when they do this work if they could look at adding a crosswalk on the west side of Jaycox Road as well. He said there is no crosswalk when coming out of the Parks Department parking lot.

Mr. Cummins advised they can look at that.

Mr. Moore inquired if this project will close the roadway down to one lane or would it be closed completely during construction.

Mr. Cummins advised it would be a moving work zone and he anticipates this project to be done during the daytime as there is not an excessive amount of traffic. He said one crew would come in and plane off the surface

and a different crew would do the widening and then the resurfacing. Mr. Cummins believes it will be a moving work zone, flaggers type situation. He said at this point he does not anticipate any type of lane closure per se.

Mr. Moore asked if Mr. Cummins had a rough idea of when they plan to do this work.

Mr. Cummins advised they would be bidding the project in March and April and he anticipates that work could begin around the first part of June.

Mr. Moore thanked him and said that road improvement is much needed.

14. RESOLUTION NO. R-12-22 - TO ADVERTISE FOR BIDS FOR THE SHAKESPEARE LANE PAVEMENT RESURFACING PROJECT Mr. Cummins

Mr. Cummins advised this project is for the public portion of Shakespeare Lane extending south from Detroit Road. He said this project is an asphalt surface over a previous concrete roadway so they will be milling off the asphalt surface, doing any base repairs, fixing catch basins and then putting a new asphalt surface over top.

Mr. Moore inquired as to whose responsibility the roundabout on Shakespeare Lane belongs to.

Mr. Cummins advised the public right of way comes to an end where it is shown on the Exhibit in red.

Mr. Moore asked if Mr. Cummins had a rough idea on when the work would begin.

Mr. Cummins advised he felt it would also be around the first part of June.

Mr. Moore said he received a lot of calls on that and is another project that is much needed and he appreciated the explanation.

15. RESOLUTION NO. R-13-22 – TO ADVERTISE FOR BIDS FOR THE NORTH EATON DRIVE AND SHAKESPEARE LANE SEWER REHABILITATION PROJECT Mr. Cummins

Mr. Cummins advised this is to go out to bid for the relining of the sanitary sewer along North Eaton Drive as well as Shakespeare Lane. He said investigations by the Utilities Department show that there were multiple areas of cracked and debilitated pipe. Mr. Cummins stated this is an in situ method of putting in a new lining inside of the pipe that is an epoxy that basically creates a new pipe inside without having to dig up and replace the pipe and the structures. He advised they looked at replacing it using the normal method and that was about five times as expensive and they feel this is a good option for both of these streets.

Mr. McBride asked if they think this could alleviate some of that sewer discharge on North Eaton Drive.

Mr. Cummins advised they are still investigating that and they have some flow monitors in place and are collecting some data on that. He said he believes this will have some measure of help as there was a lot of cracks and inflow into this system, which is directly tied to where the major problem was so sealing up this pipe and making it more watertight will definitely help the situation.

Mr. McBride thanked Mr. Cummins and said hopefully that is good news.

Mrs. Holtzmeier asked how long this kind of proposed pipe lining lasts as opposed to replacing the pipe.

Mr. Cummins advised he does not have the exact numbers in front of him, but he believes it is a similar life as a normal pipe.

16. REPORTS AND COMMENTS
MAYOR JENSEN had no further comments.

COUNCIL MEMBERS:

MRS. DEMALINE, WARD 1 had no further comments.

MRS. HOLTZMEIER, AT LARGE had no further comments.

MR. MCBRIDE, WARD 2 had no further comments.

MR. MOORE, WARD 3 had no further comments.

MR. RADCLIFFE, WARD 4 had no further comments.

MR. WITHERSPOON, AT LARGE had no comments.

MR. FISCHER, AT LARGE asked about removing the trees from the Detroit Road planters since winter is almost over and they are laying on their sides and look pretty pathetic.

Mayor Jensen advised he would get them removed and cleaned up.

DIRECTORS/ADMINISTRATION:

MR. CUMMINS, CITY ENGINEER had no further comments.

MS. FECHTER, ECONOMIC DEVELOPMENT/PLANNING COORDINATOR had no further comments.

MR. GASIOR, LAW DIRECTOR advised that the tennis court/pickle ball court situation will be going to Planning Commission on March 16, 2022 and then it will come before Council possibly the 21st of March as part of an amended Special Use. He said as they know when they have amended Special Use Ordinances they list the conditions so any of those concerns that were mentioned tonight they will try to include, but he asked Council to think about those conditions and be ready to repeat them again at the meeting on March 21st.

MR. LOGAN, FINANCE DIRECTOR had no further comments.

MR. STREATOR, SAFETY/PUBLIC SERVICE DIRECTOR advised on Friday, March 4, 2022, he and Mr. Cummins participated in a call with the ODOT representatives and the plan for ODOT in the near future is to extend I-90 westbound to three lanes by widening from two lanes. He said that work will also include in Avon the sound walls and part of the sound wall project will include some of the citizen involvement. Mr. Streator stated according to ODOT there will be a vote from the residents as to whether they want sound walls along that section of I-90. He said soon the City of Avon will be looking at that project as it goes forward through the western part of our community and continue west all the way through Elyria to the turnpike interchange west of Elyria. Mr. Streator stated the sound walls will require some involvement probably on Council's part to reach out to the residents in those areas. He advised ODOT does take into account the residents in those areas specifically whether they want those sound walls and we look forward to working with them on that project. Mr. Streator advised the 3-lanes will also help from a congestion standpoint going in front of the stadium where the roadway narrows down to 2-lanes currently as that area is historically a problem.

AUDIENCE: There were no comments from the audience members.

17. ADJOURN: 8:49 p.m.

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

PASSED: _____

SIGNED BY: _____

Brian Fischer, Council President

ATTEST: _____

Barbara Brooks, Clerk of Council