

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN CIRCON ENVIRONMENTAL (CIRCON), LEGACY POINTE CONDOMINIUM ASSOCIATION NOS. 1 THROUGH 6, AND WATERSIDE CROSSINGS SOUTH NO. 3 CONDOMINIUM ASSOCIATION, INC., (ASSOCIATIONS) FOR THE INSTALLATION, MAINTENANCE, REPAIRS, AND REPLACEMENT OF PATH MASTER EQUIPMENT, AND DECLARING OF AN EMERGENCY.

WHEREAS, the Fire Chief and Public Safety & Health Committee recommended the City procure equipment and services from Path Master, Inc., of Twinsburg, Ohio, for traffic and security; and

WHEREAS, the City of Avon Lake, CIRCON, and the Associations desire to enter into a Memorandum of Understanding (Exhibit A) for the installation, maintenance, repairs, and replacement of Path Master equipment; and

WHEREAS, it is in the best interest of the City of Avon Lake, CIRCON, and the Associations to authorize the Mayor to enter the proposed Memorandum of Understanding.

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

Section No. 1: The Mayor is hereby authorized to enter into a Memorandum of Understanding between the City of Avon Lake, CIRCON, and the Associations for the installation, maintenance, repairs, and replacement of Path Master equipment.

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and any of its committees which resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section No. 3: This Resolution is hereby declared to be an emergency measure, the emergency being the necessity of installing traffic safety devices throughout the City and providing security equipment at a local business and gated communities, thus for the health, safety, and welfare of the public. Therefore, this Resolution shall be in full force and effect immediately upon its passage and approval by the Mayor.

1st reading: 5/13/2024

2nd reading

3rd reading:

PASSED: 5/28/2024

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

POSTED: 5/31/2024

APPROVED: 5/30/2024

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

/s/ Mark A. Spaetzel
Mayor

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (this “MOU”), dated as of April 26, 2024, sets forth certain understandings by and among: the City of Avon Lake, an Ohio municipal corporation (the “City”); CIRCON Environmental (“CIRCON”); Legacy Pointe Condominium Association No. 1, Inc., an Ohio not-for-profit corporation (“Masters Lane”); Legacy Pointe Condominium Association No. 2, Inc., an Ohio not-for-profit corporation (“Tournament”); Legacy Pointe Condominium Association No. 3, Inc., an Ohio not-for-profit corporation (“Bay Hill”); Legacy Pointe Condominium Association No. 4, Inc., an Ohio not-for-profit corporation (“Vintage Pt”); Legacy Pointe Condominium Association No. 5, Inc., an Ohio not-for-profit corporation (“Breakers”); Legacy Pointe Condominium Association No. 6, Inc., an Ohio not-for-profit corporation (“Heron Bay”); and Waterside Crossings South No. 3 Condominium Association, Inc., an Ohio not-for-profit corporation (“Hyannis Port”). Masters Lane, Tournament, Bay Hill, Vintage Pt, Breakers, Heron Bay, and Hyannis Port are referred individually to as an “Association” and collectively as the “Associations.” The City, CIRCON, and Associations are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS the City desires to procure equipment and services from Path Master, Inc., an Ohio corporation (“Path Master”) for the provision of traffic and security services in the City of Avon Lake and for the security and benefit of CIRCON and the Associations (the “Proposed Transaction”);

WHEREAS CIRCON and the Associations desire to share the costs of the equipment and services purchased by the City for the security and benefit of CIRCON and the Associations; and

WHEREAS the Parties desire to set forth their intentions regarding access to the equipment and responsibility for the maintenance, repairs, or replacement of the equipment.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the Parties agree as follows:

1. Installation. The Fire Chief of the City shall coordinate the installation of Equipment with Path Master and conduct acceptance testing on the Equipment upon its installation by Path Master or its designee. The City will provide each Association at least three (3) days’ notice before installing the Equipment (as later defined) on property within the respective Association’s control.

2. Term. The term of this MOU shall begin on the date of installation (the “Commencement Date”) and continue for a period of ten (10) years (the “Term”).

3. Equipment.

a. Path Master has prepared a quote for the City, which is attached to this MOU as Schedule A and is incorporated in this MOU by reference. A portion of the quote includes equipment and services for the benefit and security of CIRCON and the Associations, including traffic lights (8), residential gate operators on the existing gates (7), and a commercial gate (1) (collectively, the “Equipment”), and the quote includes Path Master’s service plan for the Equipment, which shall be effective for maintaining the duration of the Term (the “Service Plan”).

b. CIRCON and the Associations acknowledge that the City shall have reasonable access to the Equipment for the provision of public safety services to the Parties and the City of Avon Lake.

4. Expenses. In exchange for the Equipment and Service Plan, CIRCON and each Association shall pay to the City Six Thousand Four Hundred Sixty and 00/100 Dollars (\$6,460.00) in five

(5) annual installment payments of One Thousand Two Hundred Ninety-Two and 00/100 Dollars (\$1,292.00) beginning on July 31, 2024, and due and payable on each July 31 thereafter until July 31, 2028. CIRCON and each Association shall receive an invoice from the City Department of Finance thirty-one (31) days prior to the payment installment due date. CIRCON and each Association shall pay their final installment payment on July 31, 2028, and, on this date, CIRCON and the Associations shall have collectively paid to the City the sum of Fifty-One Thousand Six Hundred Eighty and 00/100 Dollars (\$51,680.00) to reimburse the City for the costs of the Equipment and Service Plan.

5. Maintenance, Repairs, and Replacement.

a. After installation of the Equipment, CIRCON and each Association, in coordination with Path Master, Path Master's agent, successor, or designee, or some other similar vendor (each a "Vendor"), shall assume responsibility for the maintenance, repairs, or replacement that the Equipment located on property within their respective control may require from time to time, subject to the terms and conditions of Service Plan.

b. The Parties must notify the Fire Chief of the City pursuant Section 7(d)(iii) as soon as practicable whenever:

- i. A Party becomes aware of any issues with the Equipment; or
- ii. A Party reasonably believes that the equipment may need any maintenance, repairs, or replacement; or
- iii. A Party orders the maintenance, repairs, or replacement of the Equipment.

The Parties acknowledge that such notice is required so that the City can ensure that any maintenance, repairs, or replacement of the Equipment does not impact the City's access to the Equipment.

6. Renewal.

a. The Parties acknowledge that, at the end of the Term, the Equipment may need to be replaced or repaired. Upon the expiration or termination of the Term, CIRCON and each Association shall cause the Equipment located on property within their respective control to be inspected by Path Master or a Vendor to ensure the Equipment is in good working order. Upon expiration of the Term, CIRCON and each Association shall be responsible for the reasonable maintenance, repairs, and replacement of the Equipment or renewing the Service Plan with Path Master or a Vendor.

b. If CIRCON or any Association desires to maintain the Equipment beyond the Term, then such Party shall give notice to the City of its intent to enter into a successive or consecutive MOU or agreement for the Equipment and the Service Plan. The City shall only negotiate a successive or consecutive agreement with Parties that have paid the expenses required under Section 4 in full and on time.

7. Miscellaneous.

a. **Amendment.** This MOU may only be amended by a written agreement of the Parties.

b. **Counterparts.** This MOU may be executed in any number of counterparts, including electronic signatures included in a pdf file, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This MOU shall become effective when counterparts have been signed by each Party and delivered to the other Parties, it being understood that the Parties need not sign the same counterpart.

c. **Governing Law.** Without regard to its conflict of law principles, the laws of Ohio shall govern all matters with respect to this MOU.

d. **Notices.**

i. Each Association and their officers are listed on Schedule B, attached to this MOU and incorporated in this MOU by reference. During the Term, each Association shall notify the City of any changes to the officers listed on Schedule B.

ii. All notices needed or permitted to be given under this MOU or any agreement shall be in writing and delivered by hand or overnight courier, or mailed by certified or registered mail, return receipt requested:

If to the City:
City of Avon Lake
50 Avon Belden Road
Avon Lake, OH 44012
Attn: Gary A. Ebert, Esq., Law Director
GAEBert@avonlake.org
(440) 930-4122

If to the Associations: Refer to contact information in Schedule B.

If to CIRCON:
33560 Pin Oak Parkway
Avon Lake, OH 44012
Attn: Jeff Thomas, Maintenance Manager
JThomas@circonenviro.com
(440) 752-3398

iii. All notices needed under Section 5(b) shall be in writing and sent to the Fire Chief of the City, Chief Jeremy Betsa via email at JBetsa@avonlakefire.org or at another email address given by the City to the Parties in writing.

e. **Exoneration.** All agreements of payment and performance on the part of the signatory(ies) for Associations are agreements to pay and perform out of funds of Associations. No signatory for Associations assumes, nor is he or she under, any personal liability or obligation by reason of this MOU.

[signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date(s) set forth below.

City of Avon Lake, Ohio

By: _____
Mark Spaetzel, Mayor

Date: _____

Approved as to Form:

Gary A. Ebert, Esq.
Law Director, City of Avon Lake

CIRCON Environmental

By: _____

Name: _____

Title: _____

Date: _____

Legacy Pointe Condominium Association No. 1, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Legacy Pointe Condominium Association No. 2, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Legacy Pointe Condominium Association No. 3, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Legacy Pointe Condominium Association No. 4, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Legacy Pointe Condominium Association No. 5, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Legacy Pointe Condominium Association No. 6, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Waterside Crossings South No. 3 Condominium Association, Inc.

By: _____

Name: _____

Title: _____

Date: _____

**SCHEDULE A
Path Master Quote**



Path Master Inc.
1960 Midway Drive
Twinsburg OH 44087
United States

Quote

Quote # C26112-REV1
4/11/2024

Avon Lake, City of
Christofer McKay
Avon Lake, City of
150 Avon Belden Road
Avon Lake OH 44012
United States

Applied Information Priority/Preempt System

Email: cmckay@avonlakefire.org
Phone: (440) 933-8305
Fax: (440) 933-2668

Bid Date	Completion Date	Quote Expires	Terms	F.O.B.	Delivery	
		30 Days	Net 30 Days	Twinsburg, Freight Allowed	12 - 16 Weeks, ARO	
Bid Ref	Qty	Unit	Description	CL	Unit Sell	Ext. Sell
1.	8	EA	Applied Information Preempt/Priority Field Monitoring Unit, FMU/2, AI Model 500-085-04 with Glance Integration and Installation	58	\$3,807.00	\$30,456.00
2.	8	EA	Applied Information Preempt/Priority Gate Operator, AI Model 500-068 with Glance Integration and Installation	58	\$3,360.00	\$26,880.00
3.	25	EA	Applied Information Preempt/Priority In-Vehicle Unit AI Model 500-065 with Glance Integration	58	\$2,554.00	\$63,850.00
4.	25	EA	Installation AI In-Vehicle Unit	58	\$1,100.00	\$27,500.00
5.	41	EA	Applied Information Preempt/Priority Connectivity Plan, 10-Year Service	58	\$3,100.00	\$127,100.00
					Total	\$275,786.00

**SCHEDULE B
Homeowners Associations**

VIP Management: LP # 1 Legacy Pointe Condominiums No 1 Chateaux "Masters Lane"					
Don Zbin	336 Green Jacket Court	440-933-9069	Cell 440-725-9294	d_zbin45@aol.com	President
Tom Cooney	594 Masters Lane	440-773-2144		tcooney60@gmail.com	Secretary
John Osborne	356 Founders Circle	440-823-1732	440-930-8968	catawbashorenorth@gmail.com	Treasurer

VIP Management: LP #2 Legacy Pointe Condominiums No 2 Villas "Tournament"					
Mark Bennett	602 Tournament Dr.	440-308-7799		mbennettatvillas@gmail.com	President
Ray Klein	660 Tournament Dr.	330-204-9117		rkleinatvillas@gmail.com	VP
Colin Dean	641 Tournament Dr	440-930-4840		colindeanlp2@yahoo.com	Treasurer

VIP Management: LP # 3 Legacy Pointe Condominiums Carriage Homes "Bay Hill"					
Laurel Schmid	575 Bay Hill Drive	330-231-0621		laureljschmid@gmail.com	President
Fred Jereb	521 Bay Hill Drive	216-346-4583		Fredjereb3@gmail.com	VP
Ellen Chen	582 Bay Hill Drive	440-724-5191		exexchen.myemail@gmail.com	Treasurer/Secretary

VIP Management: LP# 4 Legacy Pointe Condominiums No 4 Winery "Vintage Pt"					
Susan Pagrabs	576 Vintage Pointe	440-781-3704		swpagrabs@gmail.com	President
Lisa Fallon	582 Vintage Pointe	440-225-1373		Lisafallon22@gmail.com	VP
Kristine Korber	583 Vintage Pointe	216-219-1121		kdouglaskorber@yahoo.com	Treasurer/Secretary

VIP Management: LP# 5 Legacy Pointe Condominiums No 5 "Breakers"					
Kenneth Maher	32519 Breakers Blvd	216-276-3510	440-933-9282	kvmjam@gmail.com	President
Adam Moon	32502 Breakers Blvd	440-669-9267		adammoon2000@yahoo.com	VP
Steve Fellicia	32505 Breakers Blvd			stevefellicia@gmail.com	Treasurer/Secretary

VIP Management: LP# 6 Legacy Pointe Condominiums No 6 "Heron Bay"					
Don Nigro	665 Heron Bay	440-429-7277		dane665heronbay@gmail.com	President
Jay Kolwicz	651 Heron Bay	440-343-1132		Jaykolwicz651@gmail.com	VP
Kristin Perry	658 Heron Bay	440-225-3707		Kaperry2@hotmail.com	Treasurer/Secretary

**SCHEDULE B
Homeowners Associations**

Lawrence Management: Waterside Crossings South #3 Condominium "Hyannis Port"			
Susan Sheets	575 Hyannis Port Circle	440-864-7600	chetsusan@gmail.com President
Joe Hanigoski	504 Hyannis Port Circle	440-334-7899	jhanigoski@outlook.com VP
Patricia Menendez	496 Hyannis Port Circle	440-221-7858	menendp@bcglobal.net Treasurer/Secretary
			raymondnpenny@aol.com