

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH PULTE HOMES OF OHIO, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, Pulte Homes of Ohio, LLC, is the developer of approximately 57 acres of real property along the southern side of Walker Road and known as Port West Subdivision; and

WHEREAS, Council authorized the Mayor to enter into a Memorandum of Understanding with Pulte Homes of Ohio, LLC, for a traffic study on December 18, 2023, by Ordinance No. 23-215; and

WHEREAS, a traffic study was conducted to determine if a traffic signal is warranted at the Port West Subdivision intersections of Midship Drive, Moorewood Avenue, and Walker Road; and Coastal Drive, Cedarwood Road, and Walker Road; and

WHEREAS, the traffic study concluded that a traffic signal is not warranted at those intersections; and

WHEREAS, the City desires to install enhanced pedestrian-activated beacons, also known as Rectangular Rapid Flashing Beacons (RRFB), and related safety improvements, and Pulte Homes of Ohio, LLC, desires to pay a portion of the expenses of the safety improvements; and

WHEREAS, the City desires to enter into a cost-sharing Memorandum of Understanding with Pulte Homes of Ohio, LLC, for the installation of RRFB and safety improvements at the intersections of Midship Drive, Moorewood Avenue, and Walker Road.

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

Section No. 1: That the Mayor is hereby authorized to enter into a cost-sharing Memorandum of Understanding with the Pulte Homes of Ohio, LLC. (Exhibit A).

Section No. 2: That this cost-sharing Memorandum of Understanding supersedes any and all Memorandum of Understanding(s) between Pulte Homes of Ohio, LLC, and the City of Avon Lake.

Section No. 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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. 4: That this Ordinance is hereby declared to be an emergency measure, the emergency being the necessity of fulfilling the terms of the cost-sharing Memorandum of Understanding, thus for the health, safety, and welfare of the public. Therefore, this Ordinance shall be in full force and effect from and immediately after its passage and approval by the Mayor.

PASSED: 7/08/2024

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

POSTED: 7/12/2024

APPROVED: 7/09/2024

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

/s/ Mark A. Spaetzle  
Mayor

**MEMORANDUM OF UNDERSTANDING**  
***(Rectangular Rapid Flashing Beacons)***

This **Memorandum of Understanding** (this “**MOU**”) is entered into between **PULTE HOMES OF OHIO LLC**, a Michigan limited liability company (“**Pulte**”) and the **CITY OF AVON LAKE, OHIO**, an Ohio municipal corporation (the “**City**”).

**WHEREAS**, Pulte is the developer of approximately 57 acres of real property located along the southern side of Walker Road in Avon Lake, Ohio, and which is commonly known as the “Port West Subdivision” (the “**Property**”);

**WHEREAS**, Pulte is developing the Property as a residential subdivision containing forty-four (44) single-family style homes and ninety-nine (99) cluster style homes (the “**Intended Development**”);

**WHEREAS**, Pulte and the City prepared a prior memorandum of understanding on or around for December 18, 2023 (the “**Traffic Improvements MOU**”) for a traffic study to determine if a traffic signal is warranted at certain intersections near the Intended Development, which was introduced to the City of Avon Lake City Council in Ordinance No. 23-215; and

**WHEREAS**, to promote the safety of pedestrians in and around the Intended Development, the City desires to construct enhanced pedestrian-activated beacons and related safety improvements on intersections near the Intended Development, and Pulte desires to pay a portion of the expenses of the Crosswalks.

**NOW, THEREFORE**, in consideration of mutual promises, covenants, and agreements, the City and Pulte agree as follows:

1. Pulte and the City hereby terminate the Traffic Improvements MOU, and Pulte and the City acknowledge that the Traffic Improvements MOU is null and void.
2. The City shall install a Rectangular Rapid Flashing Beacon and related pedestrian-safety improvements (the “**RRFB**”) to the intersection of Midship Drive, Moorewood Avenue and Walker Road.
3. Pulte shall pay to the City fifty percent (50%) of the costs of the RRFB, in an amount not to exceed Twenty-Five Thousand and 00/100 Dollars (\$25,000.00).
4. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered hereunder, Pulte and the City agree to perform, execute and deliver, or cause to be performed, executed and delivered, all such further and reasonable acts, deeds and assurances as may be reasonably necessary to consummate the intent of this MOU.

*IN WITNESS WHEREOF*, parties have hereunto set their hands on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2024.

**CITY OF AVON LAKE, OHIO**

By: \_\_\_\_\_  
Mark Spaetzel, Mayor

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Gary A. Ebert, Director of Law

**PULTE HOMES OF OHIO, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_