



Chairwoman Jennifer Swallow
Vice-Chairman Jim Smolik
Member Jim Maleski

CITY OF NORTH RIDGEVILLE

PLANNING COMMISSION

7307 Avon Belden Road
North Ridgeville, Ohio 44039
(440) 353-0513



Member Steve Ali
Council Liaison Bruce F. Abens

AGENDA

REGULAR MEETING – TUESDAY, JULY 9, 2019

TO ORDER: 7:00 PM, Council Chambers

ROLL CALL:

MINUTES: Regular meeting held Tuesday, June 11, 2019

CORRESPONDENCE:

OLD BUSINESS:

NEW BUSINESS:

APPLICANT: Gavril Budai; G&S Property Investments, LLC.
1960 Radcliffe Dr, Westlake, OH 44145

OWNER: Gavril Budai; G&S Property Investments, LLC.
1960 Radcliffe Dr, Westlake, OH 44145

REQUEST: Approval for construction of commercial storage units.

LOCATION: 34515 Mills Road and 34555 Mills Road; east of Jaycox Road and west of Mills Industrial Parkway, zoned within an I-2 Light Industrial District.
Permanent Parcel Nos. 07-00-018-101-280, 07-00-018-101-020

REVISED PLANS – Postponed from Tuesday, May 14, 2019

APPLICANT: Thomas “Jeff” Kadusky; MCI-Metro
12300 Ridge Rd, North Royalton, OH 44133

OWNER: City of North Ridgeville – right-of-way
7307 Avon Belden Rd, North Ridgeville, OH 44039

REQUEST: Installation of fiber optic conduit in the right-of-ways of Lear Nagle Road and Lorain Road.

LOCATION: Lear Nagle Road right-of-way, extending from Boulder Drive to Lorain Road;
a portion of Lorain Road right-of-way, extending northeast from Lear Nagle Road.

ADJOURNMENT:

NEXT REGULAR MEETING WILL BE HELD TUESDAY, AUGUST 13, 2019

**NORTH RIDGEVILLE PLANNING COMMISSION
MINUTES OF
REGULAR MEETING – JUNE 11, 2019**

TO ORDER:

Vice-Chairman Smolik called the Planning Commission meeting to order with the Pledge of Allegiance at 7:00 PM.

ROLL CALL:

Present were members Steve Ali, Vice-Chairman James Smolik and Council Liaison Bruce Abens.

Excused were members James Maleski and Chairwoman Jennifer Swallow.

Also present was Chief Building Official Guy Fursdon, City Engineer Dan Rodriguez and Deputy Clerk of Council Michelle A. Owens.

MINUTES:

Vice-Chairman Smolik asked if members had the opportunity to review the minutes of the regular meeting on May 14, 2019. He asked if there were any corrections to the minutes. No discussion was offered. The minutes stand approved.

CORRESPONDENCE: None

OLD BUSINESS: None

NEW BUSINESS:

Vice-Chairman Smolik asked the Clerk to read the first application.

APPLICANT: Jeremy Fry, PE; Cypress Engineering
 9049 Dover Rd, Apple Creek, OH, 44606

OWNER: Blue Marble Victory Lane, LLC
 7725 Victory Ln, North Ridgeville, OH 44039

REQUEST: Preliminary approval for additions to existing sports complex and retail space.

LOCATION: East side of Victory Lane, in an I-2 zoning district.
 Permanent Parcel No. 07-00-003-102-093

Deputy Clerk of Council Owens read the application along with the comments received from Administrative Officers, including Safety-Service Director Jeff Armbruster, Chief Building Official Guy Fursdon, City Engineer Dan Rodriguez and Assistant Fire Chief Mike Uhnak.

Vice-Chairman Smolik asked for a representative to come forward. He directed them to state

their name and address, and provide a description of their request.

Jeremy Fry, PE, Cypress Engineering, 1355 NW Lebanon Rd, Dalton, OH 44618, stated it is a request for a new addition to the sports complex at Victory Park. He spoke about their plan to add two additional retail spaces, with basketball courts to the south and an indoor softball complex at the northern side. As requested by the Fire Department, he spoke with Assistant Fire Chief Uhnak to discuss the issues presented and felt they could easily be resolved. He stated they will comply with all requirements as specified by the City Engineer and Chief Building Official.

Vice-Chairman Smolik asked for questions or comments from the Administration. He asked if the retention basin that exists would be expanded.

Mr. Fry responded that the current storm sewer system goes behind the property and down the south side. They will add catch basins if necessary. With the first phase, they did add catch basins.

Vice-Chairman Smolik observed no free space for retention on the parcel between the buildings and the parking lot. He asked if had missed something.

City Engineer Rodriguez stated that onsite retention had been supplied for the entire complex when Victory Lane was developed.

Vice-Chairman Smolik asked if they would be using some of the stormwater retention credits.

City Engineer Rodriguez responded correct.

Vice-Chairman Smolik indicated that approximately 120 parking spaces were required. He stated that only 96 are onsite.

Mr. Fry responded that he had calculated the required parking spaces for retail spaces, as required by N.R.C.O. Chapter 1284. He stated that he was unable to find the exact use for the spectator seating at the basketball courts and softball fields. He based his calculations on those required for theaters and auditoriums. He mentioned that the issue had previously been addressed at the Planning Commission meeting in 2015. In anticipation the issue would be encountered again, he provided a letter in support.

Mr. Fry stated he will be permitted to use 100 spaces of the lot to the south. He noted he will coordinate events with the lot to the south.

Vice-Chairman Smolik asked if there was a contract or legal instrument.

Mr. Fry replied that the parking arrangement could only be substantiated by the letter provided by Joe Borkey, Victory Park Ohio, to Tom O'Brien, the owner of Blue Marble Victory Lane. He believed a contract could be obtained if required.

Vice-Chairman Smolik asked Chief Building Official Fursdon if parking requirements had been met.

Chief Building Official Fursdon replied that they do with the additional support from the adjacent property. He recommended legal documentation of their agreement.

Vice-Chairman Smolik asked for comments from the Commission. No discussion was offered. He opened the floor for public comment. No discussion was offered. He asked for comment from the Administration.

City Engineer Rodriguez referenced page 7 – *Preliminary Main Floor Layout Plan* – of the plans. He asked if they will be submitting a more detailed set of plans.

Mr. Fry responded yes; that it they intend to provide a full submittal.

City Engineer Rodriguez commented that he had checked the plans for Victory Ln when originally developed. He stated that there are two water quality ponds: a smaller pond for Victory Ln and a larger pond for the proposed development of the entire site.

Vice-Chairman Smolik asked if the facility will be open during construction.

Mr. Fry replied that the center area will be. He stated their plans are to build the north phase first – the basketball courts and two retail spaces – then complete construction the following spring or summer.

Council Liaison Abens asked about the anticipated customers for the complex.

Mr. Fry responded that it was generated for youth sports. He stated that it is currently used for softball and fast pitch training, but that they want to expand. He indicated that they are looking to use the complex for AAU basketball, volleyball and softball.

Council Liaison Abens remarked that the proposed bleacher seating would not hold many spectators.

Mr. Fry stated that he had talked to owners about seating, but they do not anticipate any large-crowd events. He stated that a majority will be parents and grandparents.

Vice-Chairman Smolik asked whether it would be used more for practice and training or for competition.

Council Liaison Abens asked if they expect it to be used for tournaments, then suggested that seating could be an issue.

Mr. Fry responded that there could be tournaments, which had prompted the parking arrangement between Victory Park Ohio and Blue Marble Victory Lane. He commented that

there are only two courts.

Mr. Fry mentioned that, with his own children, he had recent experience with the issue. He stated that there were only a few parents standing, but that it usually was not a problem.

It was moved by Abens and seconded by Ali to approve the application as presented.

A voice vote was taken and the motion carried.

Yes – 3 No – 0

ADJOURNMENT:

The meeting was adjourned at 7:14 PM.

James J. Smolik
Vice-Chairman

Michelle A. Owens
Deputy Clerk of Council

Tuesday, July 09, 2019
Date Approved

Engineering Fee Paid: \$ 750.00
Receipt No.: 486111
☐ Cash ☒ Check - Check No.: _____

(See attached for description of fees.)

Planning Commission & Bldg. Admin. Fees: \$ 116.00
Receipt No.: 271147
☒ Cash ☐ Check - Check No.: _____

(See attached for description of fees.)



RECEIVED

**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
REQUEST FOR ACTION**

Received: APR 18 2019 Date Released to Planning Commission: 04/25/2019 - Original
Date of Planning Commission Meeting: 05/14/2019 - Postponed (Unless otherwise notified.)
07/09/2019

APPLICANT INFORMATION AND REQUEST

APPLICANT: GAVRIL BUDAI PROPERTY OWNER: G+S PROPERTY INVESTMENTS LLC
COMPANY NAME: G+S PROPERTY INVESTMENTS LLC ADDRESS: 1960 RADCLIFFE DRIVE
ADDRESS: 1960 RADCLIFFE DRIVE CITY / STATE: WEST LAKE, OH ZIP: 44145
CITY / STATE: WEST LAKE, OH ZIP: 44145 PHONE NO.: (440) 327-3077
PHONE NO.: (440) 327-3077 SIGNATURE: [Signature]
SIGNATURE: _____ (Owner's original signature must be submitted with application.)
EMAIL ADDRESS: G.BUDAI@NSANATURALSTONE.COM

Please provide an email address, fax number or mailing address to send Administrative comments in advance of the meeting.

LOCATION OF PROPERTY/ADDRESS: 34515/34555 MILLS ROAD
PERMANENT PARCEL NO.: 07-00-018-101-280 + -020 ZONING OF PROPERTY: I2
ZONING OF ADJACENT PROPERTY TO: NORTH N/A EAST I2 SOUTH R1 WEST I2
DESCRIPTION OF REQUEST: PRELIMINARY PLAN APPROVAL FOR COMMERCIAL STORAGE UNITS

Have the Planning Commission or Board of Zoning and Building Appeals considered any prior request concerning this property? Yes ☐ No ☒

If yes, list dates and nature of each: _____

On the attached form, list the current record title owners(s) adjacent to the property of request. Include on this list the record title owner(s) name(s), permanent parcel number(s) and mailing address(es). Adjacent properties shall include those properties bordering to the north, south, east, west, across a street from the property involved and those properties meeting corners of the property involved.

In the event of property transfers, the applicant shall be responsible for providing an updated list of current adjacent record title owner(s) to the office of the Clerk of Council twenty-five days prior to the date of any public hearing when the applicant will appear on the agenda.

PLANNING COMMISSION USE ONLY:

☐ APPROVED ☐ DISAPPROVED

All approvals are conditional until applicant fully meets the requirements of applicable City ordinances enforced by the Chief Building Official, City Engineer, Fire Department and Police Department with respect to safety and design.

☐ Board of Building & Zoning Appeals Approval Required

☐ Conditions as set forth by the Commission on this date are: _____

Date: _____ Signature: _____

(Presiding Officer at Meeting)

Return completed form to Building Dept., 7307 Avon Belden Road, North Ridgeville, Ohio, 44039 after Commission action.

TO BE FILLED OUT BY APPLICANT

I, GAVRIL BUDAI

(Print Name)



(Signature)

verify that the following are the names, mailing addresses and permanent parcel numbers of the current record title owners adjacent to the property of request for:

Applicant: GAVRIL BUDAI

Owner: G & S PROPERTY INVESTMENTS LLC

Project Address: 34515 / 34555 MILLS ROAD, NORTH RIDGEVILLE, OH 44039

THE FOLLOWING INFORMATION MAY BE OBTAINED AT THE LORAIN COUNTY AUDITOR'S OFFICE,
ADMINISTRATION BUILDING, 226 MIDDLE AVENUE, ELYRIA, OHIO 44035.

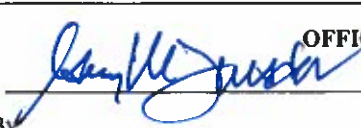
PHONE: 440-329-5207

WEBSITE: WWW.LORAINCOUNTY.COM/AUDITOR

	ADJACENT PROPERTY OWNER / ADDRESS	PARCEL NUMBER
✓1	SPACE TRACER INC. 32667 CARRIAGE LANE AVON LAKE, OH 44012	07-00-018-101-023
✓2	RLG CLEVELAND II LLC 6494 LATCHA ROAD WALBRIDGE, OH 43465	✓07-00-018-101-198 + ✓07-00-018-101-219
✓3	Z J'S PROPERTY MANAGEMENT LLC 500 MILLS INDUSTRIAL PKWY NORTH RIDGEVILLE, OH 44039	✓07-00-018-101-218 + ✓07-00-018-101-206
✓4	BRUCE C. & DEBORAH A. LUBINSKI 18345 BOONE RD COLUMBIA STATION, OH 44028	07-00-018-101-278
✓5	C+S INDUSTRIAL LTD 5120 MILLS INDUSTRIAL PKWY NORTH RIDGEVILLE, OH 44039	07-00-018-101-281
✓6	RICHARD W. & PATTI MARIE FRIEDEL 34670 HIGHLAND DR NORTH RIDGEVILLE, OH 44039	07-00-018-101-048
✓7	ROBERT M. & CAROL A. BECKA 34688 HIGHLAND DR NORTH RIDGEVILLE, OH 44039	07-00-018-101-047
✓8	DANIEL J. ORIENT & LAURA A. MIKISZ 34704 HIGHLAND DR NORTH RIDGEVILLE, OH 44039	07-00-018-101-046
✓9	TILLERY HOLDINGS LLC PO BOX 128 AVON LAKE, OH 44012	07-00-018-101-019
✓10	BRAD SNYDER 33834 CROWN COLONY DRIVE AVON, OH 44011	04-00-024-116-231

SEE REVERSE SIDE FOR ADDITIONAL LISTINGS.

OFFICE USE ONLY

CBO Verification By: 

Date / Time Stamp:

BZA / PC Verification By: _____

	<u>ADJACENT PROPERTY OWNER/ADDRESS</u>	<u>PARCEL NUMBER</u>
✓11	AVON HOLDINGS LLC 21079 WESTWOOD DR STRONGSVILLE, OH 44149	04-00-024-116-206
12		
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PLEASE COPY THIS PAGE FOR ADDITIONAL LISTINGS OF ADJACENT PROPERTY OWNERS.

SUBDIVISION PRELIMINARY APPROVAL

COMMERCIAL AND INDUSTRIAL DEVELOPMENTS:

§1224.01(10)(b) Subdividers or developers of shopping centers and other commercial and industrial uses must comply with the same requirements as residential developers, with the exception of paragraph (a)(9). Plans or written and signed statements regarding planted or open areas may be required where applicable.

SUBDIVISION/DEVELOPMENT NAME: MILLS ROAD STORAGE UNITS

DATE: 04 - 18 - 19

PRELIMINARY APPROVAL: §1224; §1228; §1282 and §1210

The following item(s) are included with your application and conform to the requirements of the North Ridgeville City Subdivision Regulations. Those items not conforming or that are not included with the application are explained why they are not included or conforming on the final page.

	Included	Not Included	Item
1			Application with names of adjacent parcel owners, parcel numbers and addresses: §1210.04
2			Title of the subdivision (no duplication permitted) to be recorded and the names of the owner, subdivider and surveyor as noted on plan: §1224.01(a)(5)
3			Location description to include city, township, county, legally established districts, streets, watercourses, topography and other features within the area to be subdivided and similar facts regarding conditions of land immediately adjacent thereto to be shown on plan: §1224.01(a)(1)
4			Location and proposed width of streets, lots, crosswalks and easements and a plan for all land owned to be shown on plan: §1224.01(a)(2)
5			Existing sanitary and storm sewers, water mains, culverts and other underground structures within the tract and adjacent thereto to be shown on plans
6			The general location and size of the nearest water main and sanitary or storm sewer or outlet: §1224.01(a)(4)
7			Names of the owners or large tract, or the subdivision title abutting the boundary of the proposed subdivision to be shown on plan: §1224.0 (a)(6)
8			A north point scale and date shown on plan: §1224.01(a)(7)
9			Zoning classification of the property to be subdivided and adjacent property shown on plan: §1224.01(a)(8)
10			Location description includes the following dwellings: Single Family ____ Cluster Single Family ____ Single Family detached/Cluster Family
11			Plans or written and signed statements regarding planted areas, parks and playgrounds where applicable: §1224.01(a) (9)
12			Topographic information shown on drawing itself. Elevations shown thereon must be based on sea level datum or as determined by the United States Coast and Geodetic Survey. Contours at an interval of not more than 2 feet shall be required to include property lines, easements, street right-of-ways and structures, trees and landscape features existing hereon, together with a certificate by a registered engineer: §1224.01(a)(10)
13			A key map shown on drawing: §1224.01(a)(11)
14			The subdivider shall have prepared plan, preliminary title report and preliminary plans and specifications of improvements: §1228; §1224.05(a)(1)
15			10 copies of the plan and 10 copies of attachments required with application: §1224.05(a)(2)

	Included	Not Included	Item
16			Proposed vehicular and pedestrian traffic patterns, including the proposed location of the public and private streets and the location of off-street parking and service areas: §1282.04(b)
17			Proposed assignment of use including detached single family lots and single family cluster areas and subdivisions of all land, including private land and common land with a certificate by a registered engineer or surveyor of the gross area of each use of the development area in acres and square feet: §1282.04(c)
18			A copy of the proposed forms of covenants running with the land, deed restrictions (including those with respect to the use of the common land), restrictions or easements proposed to be recorded; covenants proposed for maintenance; and homeowner's association by-laws; and such other relevant information as the Commission may require: §1282.04(d)
19			A copy of the City Planner review. All preliminary residential subdivision designs of greater than 15 sublots shall require a review by the City Planner: §1210.05
20			Traffic Impact study required: §1210.06 <u>Traffic Generation Rate</u> Restaurant (Peak hour trips = 150) Convenience market (Peak hour trips = 150) Convenience market and gas station (Peak hour trips = 150) Supermarket (Peak hour trips = 150) Shopping center (Peak hour trips = 150) Residential and all other use (Peak hour trips = 100)

***SUBDIVISIONS WITH LESS THAN 5 LOTS** - Whenever a division of parcel of land shown as a unit on the last preceding tax roll (duplicate) is proposed along an existing public street, not involving the opening, widening or extension of any street or road and involving no more than 5 lots, the division shall be submitted to the Planning Commission for action without a plat. If the Commission, acting through a designated official, is satisfied that such proposed division is not contrary to applicable platting, subdividing or zoning regulations, it shall, within 7 working days after submission, approve such proposed division. On presentation of a conveyance of such parcel, the same shall be stamped, "Approved, City of North Ridgeville Planning Commission," and signed by the authorized official: §1224.04

A drawing, based on a survey showing the location of the property and giving such other information as may be necessary shall be required.

PLEASE NOTE THAT THIS CHECK LIST DOES NOT SUPERSEDE CITY ORDINANCES. PLEASE MAKE SURE YOU UNDERSTAND WHAT IS REQUIRED TO BE SUBMITTED TO PLANNING COMMISSION. THE APPLICATION MAY NOT BE ACCEPTED BY PLANNING COMMISSION IF ALL REQUIRED INFORMATION, PURSUANT TO CITY ORDINANCES, IS NOT SUBMITTED WITH THE APPLICATION.



RAFTER A, LTD

LAND SURVEYING & ENGINEERING

Office: (440) 458-6294

FAX: (440) 458-4483

Email: info@raftera.com

Web: www.raftera.com

700 Oberlin-Elyria Road
Elyria, Ohio 44035

Letter of Transmittal

Job Number: 2131-19
Date: 6-14-2019

To: Guy Fursdon
Chief Building Official
City of N. Ridgeville

JOB NAME:

Quantity	Description
<u>1</u>	<u>Each 24x36 Site Plan</u>
<u>9</u>	<u>Each reduced 11x17 Site Plan</u>
<u>1</u>	<u>Each 24x36 Architectural Set - 3 sheets/set</u>
<u>9</u>	<u>Each reduced 11x17 Architectural Set - 3 sheets/set</u>

Memo: _____

cc: _____

Signed: Richard A. Fredrick

RECEIVED
JUN 14 2019

Michelle Owens

From: Christopher R. Mykytiak <CMykytiak@hahnlaw.com>
Sent: Friday, June 14, 2019 1:50 PM
To: Michelle Owens; Toni Morgan
Cc: rfredrickson@raftera.com
Subject: RE: Mills Road Proposed Storage Condos
Attachments: GS Property - Declaration - Commercial Condo Units - Ohio.DOCX

Michelle – it was nice speaking with you. Per our discussion, attached is my copy of the proposed condo declaration. I will bring 3 hard copies to the meeting in July. Can you please confirm receipt of this email and also confirm that this emailed copy is sufficient for timely submittal to the commission (i.e., I don't have to deliver hard copies by 4pm today).

Also, it is my understanding that Rich Fredrickson or someone from his team will be delivering updated drawings before 4pm today. Thanks again for all of your time and assistance as we work with the City. As always, please don't hesitate to contact me with any questions, comments or concerns.

Regards,
Chris



Christopher MYKYTIAK | Hahn Loeser & Parks LLP
Tel: 216.274.2242 | Fax: 216.274.2562
cmykytiak@hahnlaw.com | hahnlaw.com
200 Public Square, Suite 2800, Cleveland, OH 44114

Hahn Loeser & Parks LLP is a full-service law firm with a national footprint and international reach, with offices in Cleveland, Columbus, Akron, Naples, Fort Myers, San Diego, and Chicago.

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**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

Name of Applicant:	Gavril Budai
Name of Owner:	G&S Property Investments LLC
Date Submitted for Consideration:	6-14-19
Date to Return to Planning Commission:	6-17-19

Regarding: Mills Road Storage Units – Revised Plans

RECOMMENDATIONS:

1. Number of storage units reduced from 128 to 116.
2. No occupants per unit listed on plans.
3. Minimal parking provided at sales office and each unit, 121 total spaces.
4. Buffer strip indicated on plan at rear of property as required by ordinance.
5. Rest rooms per each unit still shown on plans as an option.
6. City sidewalks still not indicated on plans.

(use additional sheets if necessary)

Department Head Signature & Title: _____

 CBO

Form prepared by the Office of the Clerk of Council 6-30-99. Amended 12-13-2005.

Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Commission Secretary not later than five (5) business days prior to the Commission meeting at which action is scheduled to be taken on the matter. (Planning Commission By-Laws, Article V, Section 3)

Comments received after the deadline will be distributed to the Members the night of the meeting.

**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

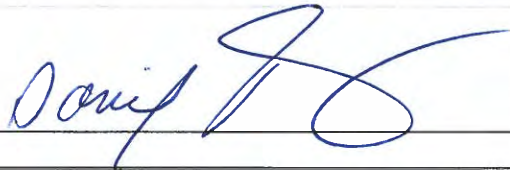
Name of Applicant:	Gavril Budai; G & S Property Investments, LLC. 1960 Radcliffe Dr, Westlake, OH 44145
Name of Owner:	Gavril Budai; G & S Property Investments, LLC. 1960 Radcliffe Dr, Westlake, OH 44145
Date of Planning Commission Meeting:	Tuesday, July 09, 2019
Date to Return to Deputy Clerk of Council:	Thursday, June 27, 2019, 4:00 PM
Regarding:	REVISED PLANS (Postponed 05.14.2019) – Preliminary approval for commercial storage units. To be located on Mills Road, east of Jaycox Road and west of Mills Industrial Parkway, in an I-2 zoning district. Permanent Parcel Nos. 07-00-018-101-280 & 07-00-018-101-020

Recommendations:

1. Complete detailed improvement plans, and storm water management, and water quality calculations need to be submitted to the Engineering Department for review and approval.
2. Trip Generation Report needs to be provided by a licensed engineer which shows that the peak hour trips are less than 100. Otherwise, a traffic impact study per NRCO 1210.06 is required.
3. Offsite drainage shall be accommodated.
4. Check with James Brewer, of Engineering, for new building backflow requirements.
5. A variance must be obtained for gravel lot.
6. Commercial aprons are required to be eight inches of concrete on four inches of aggregate base.
7. A Tree Planting plan is required for new commercial developments.
8. Sidewalk to be installed, along frontage, per Codified Ordinances.
9. Pavement is shown to be extending into riparian setback for Krebs Ditch, engineering will review with detailed plans submission.
10. Requirements for RV waste disposal will need to be verified by owner.

(Use additional sheets if necessary.)

Department Head Signature: _____



Title: City Engineer

Form prepared by the Office of the Clerk of Council 6-30-99. Amended 03-22-2019.

Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Commission Secretary not later than five (5) business days prior to the Commission meeting at which action is scheduled to be taken on the matter.

**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

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Recommendations:

Review OA Agreement for Commercial Storage Units-Declarations:

Article IV. Restrictions

Clearly provides that each unit shall be used only for storage purposes and not for temporary or permanent residential purposes.

Provides for a wash/dump station

Prohibits dangerous uses-explosives, flammables, etc. may not be stored there

Also prohibits attaching things like satellite dishes to the building

No pets except those which accompany the owner while there

No nuisances such as noxious or offensive odors, noises, vibration

No trash, rubbish or debris or similar

Expressly prohibits industry, business, trade, occupation, enterprise or profession whether for profit or not

Allows rentals of units but are subject to the same rules and has other controls, including making the owner who rents ultimately liable

Throughout the documents in numerous sections provision is made to enforce the rules subject to penalty and lien if violated.

Article VII, General Provisions

Places on the owner the duty to maintain, repair, etc

Owner shall not alter or change the outward appearance of the building

Appropriate easements are granted for maintenance, utilities and access or parking

Article IX Assessments

Provides for operating assessments and others if needed

Forms and gives the Owners Association authority to enforce assessments, provisions of the Agreement and to Lien properties not in conformance

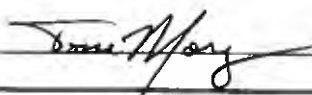
Article X. Insurance

Requires appropriate insurance to restore the building if needed

Article XIV Remedies for Breach of Covenants and Regulations

In addition to authority of the Association to enforce its rules, it also grants the City enforcement authority if it should ever become necessary.

These OA Documents contain satisfactory language to cover any potential problems which might arise.

Department Head Signature:  Title: [Select Title...]

Form prepared by the Office of the Clerk of Council 6-30-99. Amended 03-22-2019.

Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Commission Secretary not later than five (5) business days prior to the Commission meeting at which action is scheduled to be taken on the matter.
(Planning Commission By-Laws, Article V, Section 3)

**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

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Recommendations:

Please contact Asst. Chief Mike Uhnak to discuss the following code requirements of the Ohio Fire Code.
North Ridgeville Fire Department
Fire Prevention
(440)653-6362

1-OFC Rule 5 Fire Service Features
 Section 503 Fire Access Roads
 Section 506 Key Boxes
 Section 507 Fire Protection Water Supply

2-OFC Rule 33 Fire Safety During Construction And Demolition

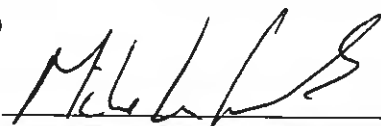
3-NFPA 241 Standard For Safeguarding Construction, Alteration, And Demolition Operations

Thanks you for your cooperation.

Also note that Raffer A,Ltd will be providing a Auto-Turn Study to ensure the emergency vehicle can manuver around the site.

(Use additional sheets if necessary.)

Department Head Signature:



Title: Assistant Fire Chief

Form prepared by the Office of the Clerk of Council 6-30-99. Amended 03-22-2019.

Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Commission Secretary not later than five (5) business days prior to the Commission meeting at which action is scheduled to be taken on the matter.
(Planning Commission By-Laws, Article V, Section 3)

Comments received after the deadline will be distributed to the Members the night of the meeting.

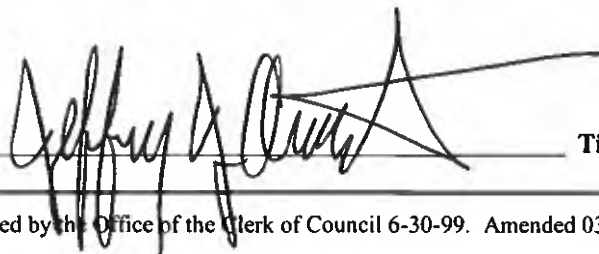
**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

Name of Applicant:	Gavril Budai; G & S Property Investments, LLC. 1960 Radcliffe Dr, Westlake, OH 44145
Name of Owner:	Gavril Budai; G & S Property Investments, LLC. 1960 Radcliffe Dr, Westlake, OH 44145
Date of Planning Commission Meeting:	Tuesday, July 09, 2019
Date to Return to Deputy Clerk of Council:	Thursday, June 27, 2019, 4:00 PM
Regarding:	REVISED PLANS (Postponed 05.14.2019) – Preliminary approval for commercial storage units. To be located on Mills Road, east of Jaycox Road and west of Mills Industrial Parkway, in an I-2 zoning district. Permanent Parcel Nos. 07-00-018-101-280 & 07-00-018-101-020

Recommendations:

(Use additional sheets if necessary.)

Department Head Signature:



Title: [Select Title...]

Form prepared by the Office of the Clerk of Council 6-30-99. Amended 03-22-2019.

Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Commission Secretary not later than five (5) business days prior to the Commission meeting at which action is scheduled to be taken on the matter.
(Planning Commission By-Laws, Article V, Section 3)

DECLARATION OF CONDOMINIUM

FOR

[NAME OF STORAGE CONDOMINIUM]

WHEREAS, G&S Property Investments LLC, hereinafter referred to as "Developer", is the owner in fee simple of the real property described in Exhibit A, attached hereto and incorporated by reference herein, together with the improvements thereon and the appurtenances thereto; and

WHEREAS, it is the desire of Developer to submit the real property described in Exhibit A together with the improvements constructed thereon and described herein to the provisions of Chapter 5311 of the Ohio Revised Code for condominium ownership; and

WHEREAS, Developer is also the owner of additional real property described in Exhibit B, attached hereto and incorporated by reference herein; and

WHEREAS, Developer desires to provide, if it chooses, for the expansion of the condominium property by submission of the real property described in Exhibit B, or portions thereof from time to time, together with the improvements to be constructed thereon, to the provisions of this Declaration;

NOW, THEREFORE, Developer hereby declares:

Article I. Legal Description and Definitions

A. Legal Description

The legal description of the real property hereby submitted to the provisions of Chapter 5311 of the Ohio Revised Code is set forth in Exhibit A, attached hereto and incorporated by reference herein.

B. Definitions

The following terms used herein are defined as follows:

1. **Additional Property:** means the real property described in Exhibit B and all buildings and other improvements and facilities now or hereafter located thereon, all easements, rights (including surface and air rights), and appurtenances now or hereafter belonging thereto, and all articles of personal property now or hereafter existing thereon.
2. **Articles:** means the Articles, filed with the Secretary of the State of Ohio, incorporating [Storage Condominium Association, Inc.] as a corporation not for profit under the provisions of Chapter 1702 of the Ohio Revised Code, as the same may be amended from time to time.
3. **Association:** means [Storage Condominium Association, Inc.]¹, a not for profit corporation, created by the filing of the Articles and also shall mean the same as "unit owners association" defined in Section 5311.01(DD)ORC.
4. **Board:** means those persons who, as a group, serve as the Board of Directors of the Association as defined by Section 5311.08ORC.
5. **By-Laws:** means the By-Laws of the Association as the same may be lawfully amended from time to time, referred to in Section 5311.08ORC and which also serve as the Code of Regulations of the Association under the provisions of Chapter 1702 ORC. The By-Laws are attached hereto as Exhibit C and made a part hereof.
6. **Common Elements:** means all Condominium Property except the portions thereof constituting Units as defined in this Declaration.
7. **Common Expenses:** means;
 - i) expenses of administration, and expenses of maintenance, operation, repair and replacement of the portions of the Common Elements to be maintained by the Association, and
 - ii) expenses declared to be common expenses by provisions of this Declaration or the By-Laws, and
 - iii) any valid charge against the Association or Condominium Property as a whole.
8. **Common Surplus:** means "common surplus" as defined in Section 5311.01(J)ORC.
9. **Common Profits:** means "common profits" as defined in Section 5311.01(I)ORC.
10. **Common Losses:** means "common losses" as defined in Section 5311.01(H)ORC.
11. **Condominium Instruments:** means this Declaration and the accompanying drawings, plans and exhibits, the By-Laws, any contracts pertaining to the management of the Condominium Property, all other documents, contracts, or instruments establishing ownership of or exerting control over the Condominium Property or unit as provided by Section 5311.01(M) ORC.

¹ Name TBD.

12. **Condominium Property:** means the real property described in Exhibit A, and any Additional Property hereafter added thereto, and all buildings and other improvements and facilities now or hereafter existing thereon, all easements, rights, and appurtenances belonging thereto, and all articles of personal property now or hereafter existing thereon for the common use of the Unit Owners.
13. **Declaration:** means this instrument by which the Condominium Property is submitted to Chapter 5311 of the Ohio Revised Code, as this instrument may be amended from time to time.
14. **Developer:** means G&S Property Investments LLC, and its successors and assigns, provided however the rights specifically reserved to Developer in this Declaration shall accrue only to such successors and assigns as are designated in writing by Developer as successors and assigns of such rights.
15. **Drawings:** means the drawings as defined in Section 5311.07 ORC filed simultaneously with a submission of this Declaration for recording, as the same may be amended from time to time.
16. **Exclusive Use Areas:** means parts of the Common Elements that this Declaration reserves for delegation by the Board to the use of a certain Unit or Units, to the exclusion of other Units.
17. **Limited Common Elements:** means "limited common elements" as defined in Section 5311.01(W) ORC and is that portion of the Common Elements reserved by this Declaration exclusively for use by a particular Unit or Units, to the exclusion of other Units, and which are be so designated on the Drawings and referred to in the Drawings and the Declaration and By-Laws as "LCE".
18. **Occupant:** means a person lawfully using a Unit, and includes the Unit Owner, the Unit Owner's tenants, and their respective guests, invitees, and licenses.
19. **ORC:** means the Ohio Revised Code, as amended.
20. **Unit:** means that portion of the Condominium Property described herein as a Unit and delineated as a Unit on the Drawings.
21. **Unit Owner:** means "unit owner" as defined in Section 5311.01 (CC)ORC, each of whom is also a "member" of the Association.

Except as otherwise provided in this Declaration and the By Laws, all terms used herein and in the By Laws which are defined in Chapter 5311 of the Ohio Revised Code have the same meaning herein.

Article II. Name and Address.

The name of this condominium is [Storage Condominium] and its current business address is

_____.

Article III. The Purpose of this Declaration.

This Declaration is being made to establish the Condominium Property, as well as Units to which fee simple interest may be conveyed for storage purposes; to provide for the preservation of the values of the Units and the Condominium Property; to promote the enjoyment and well-being of Unit Owners and Occupants; to establish the Association to regulate and govern the Condominium Property which includes

the power to administer and enforce the covenants, easements, charges, conditions, and restrictions hereinafter set forth; and to raise funds through assessments to accomplish these purposes.

Article IV. Restrictions.

A. **Unit Uses.** Each Unit shall be used only for storage purposes. Units shall not be used for temporary or permanent residential purposes. Notwithstanding the forgoing, subject to applicable law (including the zoning requirement of the City of North Ridgeville) one or more Units may be maintained for the use of the Association to fulfill its responsibilities and Developer may maintain one or more Units as sales models and as an office. Also, subject to applicable law (including the zoning requirement of the City of North Ridgeville), a wash/dump station facility for onsite use by Unit Owners.

B. **Dangerous Uses.** Nothing shall be done or kept in any Unit or in the Common Elements or any LCE which will increase the rate of insurance of any building or cause the cancellation of such insurance. No waste will be committed in any part of the Condominium Property. Explosive and flammable materials such as petroleum products, propane, gasoline and motor oil shall not be stored within a Unit except within the tanks within the portion of vehicles and equipment in which the engine used to propel the vehicle or equipment is located. Accessory propane tanks located within and used to operate appliances or equipment in any vehicle, such as an oven or heating unit in a motor home are permitted. All such materials shall be stored and secured as required by applicable law.

C. **Exterior Surfaces of Buildings.** No Unit Owner or Occupant shall cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of a building or otherwise outside of a Unit. No sign, awning, canopy, shutter, antenna, satellite dish, receiver or transmitter, or other device or article of any kind whatsoever is to be affixed to or placed upon the exterior walls or roof of any building or in any Common Elements or LCE or any part thereof without the prior consent of, and subject to the rules and regulations of, the Association, other than those originally installed by the Developer.

D. **Animals and Pets.** No animals of any kind, no reptiles or amphibians of any kind, and no insects, spiders or bugs of any kind may be kept in any Unit, any LCE, or on the Common Elements. Unit Owners and Occupants may have pets with them within the Units and on the Condominium Property subject to this Declaration and the rules and regulations adopted from time to time by the Board, and provided the Unit Owner and Occupant shall at all times have said pet under its control and discipline (meaning the Unit Owner and Occupant must be physically with the pet). Unit Owners and Occupants shall immediately clean up after their pets in the Common Elements and the LCE. The Board may provide for the levying of fines against persons who do not comply with this Declaration and/or the rules and regulations adopted by the Board relative to pets. The Board may terminate a Unit Owner's or Occupants privilege to bring a pet onto the Condominium Property, if the Board, in its full and complete discretion, determines that the Owner has violated this Declaration and/or the rules adopted by the Board relative to pets, or if the pet constitutes a nuisance or creates a detrimental affect on the Association or other Units or Occupants.

E. **Nuisances.** No noxious or offensive activity shall be carried on in any Unit, in any LCE, or on the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants. Without limiting the generality

of the foregoing, noise, odor, smoke, lighting, or vibration which unreasonably interferes with the enjoyment of other Unit Owners and Occupants is a violation of this provision.

F. **Impairment of Structural Integrity of Building.** Nothing shall be done in any Unit, any LCE, or in, on or to the Common Elements which will impair the structural integrity of any building or which would structurally change any building.

G. **Laundry or Rubbish in Common Elements.** No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements or LCE. No Unit Owner or Occupant shall cause or permit any rubbish, debris, and other unsightly materials to be placed in or on the Common Elements or the LCE. Unit Owners shall be solely responsible for its trash, rubbish and refuse removal. The Association may, but is not obligated to, provide trash service. If trash service is provided by the Association it will be a Common Expense. The Board may adopt rules and regulations concerning the storage of trash and debris, including the size, type and location of trash containers, provided all such rules and regulations comply with all applicable laws, including the local City of North Ridgeville ordinances.

H. **Use of Common Elements.** The Common Elements shall be used in common by Unit Owners and Occupants and their agents, servants, invitees, and licensees in accordance with the purposes for which they are intended and designed, and as may be required for the purposes of access, ingress, egress, use, occupancy, and enjoyment of the Units, subject however to such rules and regulations as may from time to time be promulgated by the Board. No personal property or vehicles of any nature may be stored on any part of the Common Elements. Vehicles may be outside Units temporarily. For the purposes of this provision "temporarily" means while the Unit Owner or Occupant is physically present on the Condominium Property. In no event shall any person obstruct the use of any portion of the Common Elements necessary for access.

I. **Prohibited Activities.** No industry, business, trade, occupation, enterprise or profession of any kind, whether for profit, altruism, or otherwise, shall be conducted in any Unit. Notwithstanding the foregoing, the Developer shall have the right to use one or more Units for business or promotional purposes, including, but not limited to model Units, subject to compliance with applicable laws, including the zoning laws of the City of North Ridgeville.

J. **Alteration of Common Elements.** Nothing shall be placed on, constructed in, or removed from the Common Elements unless the same are constructed and placed by Developer or the Association for the use and benefit of all Unit Owners and Occupants.

K. **Personal Property in the LCE.** All personal property, placed within the LCE are subject to the rules and regulations adopted by the Board. It is within the Board's power and authority to restrict, condition, or even prohibit the placement or installation of any item within the LCE.

L. **Rental of Units.** Unit Owners shall have the right to lease their Units subject to (i) the terms and conditions hereof, (ii) the By-Laws, (iii) the rules and regulations promulgated from time to time by the Board, and (iv) all applicable laws. No Unit shall be rented for transient, hotel, rooming and/or board house regardless of the period of time of any such use or rental purposes. No lease shall be for less than the entire Unit or for a period of less than one hundred twenty (120) days. Each lease must (i) be in

writing, and (ii) require the lessee to abide by the terms of the Declaration, the By-laws, the rules and regulations of the Association and all applicable law, and (iii) give to the Board the right to dispossess the lessee for violation of the Declaration, By-Laws, or the rules and regulations adopted by the Association. Any lease of any Unit which does not meet the foregoing requirements is in violation of this Declaration. Notwithstanding the terms of any lease, the Unit Owner shall be liable for all obligations of ownership of the Unit and shall be responsible to the Association for the conduct of the tenant, and the tenant's guests and invitees. Whether or not expressly set forth the lease for a Unit, all Unit Owners and Occupants and their tenants, shall comply with all covenants, conditions and restrictions set forth in this Declaration, the By-laws, the rules and regulations of the Association and all applicable law. If a Unit Owner, Occupant or its tenants violates any of the foregoing, the Association and any other Unit Owner shall have all rights and remedies provided herein, under the law, and in equity, specifically including but not limited to, right to evict the tenant. If a legal proceeding is filed to evict a tenant and such proceeding results in the tenant vacating the Unit, whether by the tenant leaving prior to or after judgment or being removed by order of the court, all costs and expenses incurred by the Association or any Unit Owner in prosecuting said eviction action against the tenant of another Unit Owner, including attorney fees and paralegal fees, shall be paid by the offending Unit Owner. In addition to any other right or remedy the Association may have to collect said amounts, the Association may assess said offending Unit Owner an Individual Unit Assessment for the costs so incurred and may impose a lien upon said offending Unit Owner's Unit.

M. **Signs.** No sign of any kind shall be displayed to the public view on Condominium Property except (i) signs installed by the Developer and signs approved by the Board in the Common Elements which identify the Condominium or concern or regulate the use of the Common Elements; (ii) on the interior side of the window of a Unit, one professionally prepared sign advertising the Unit for sale or lease; (iii) on the Common Elements and model units, signs advertising the sale of Units by the Developer; (iv) window and door stickers identifying security systems in the Unit to the extent required by law; and signs identifying and otherwise required by law for fire and safety forces in the event such services occupy Units. All permitted signage must comply with applicable law, including zoning for the City of North Ridgeville.

N. **Compliance with Laws, Rules, and Regulations.** Each Unit Owner and their respective tenants, and all Occupants of a Unit shall comply with all covenants conditions, and restrictions set forth in this Declaration, the By-laws, and the rules and regulation adopted by the Association. A Unit Owner shall not permit anything to be done or kept in such Owner's Unit or the LCE appertaining thereto, or in the Common Elements in violation of any federal, state, or local law, rule, regulation, code, administrative or judicial order, this Declaration, the By-laws, or any duly adopted rule or regulation of the Association. Without limiting the generality of the foregoing, no Unit Owner shall permit anything to be done or kept in such Owner's Unit, the LCE appertaining thereto, or in the Common Elements (1) in violation of any law, rule, regulation, order or code relating to the generation, storage, disposal, transmission, discharge, or release in, at, on, from or under the Unit, the LCE, or any Common Elements of any material or substance determined to be toxic, dangerous or hazardous under any federal, state, or local law, rule, or regulation now or hereafter in effect; or (ii) in violation of any applicable health, safety, criminal, building, zoning, or other applicable governmental law, rule, regulation or code. The use of the Premises for a storage, manufacturer or distribution of any contraband, illegal product, substance or paraphernalia, including but not limited to, drugs and explosive materials, are specifically prohibited.

O. **Inspection.** The Association may inspect any Unit to confirm compliance with this Declaration and applicable law. Unless an emergency exists, the Association shall give the Unit Owner and Occupant not less than seven calendar days prior written notice of the date and time of any inspection. Each Unit Owner and Occupant shall permit the Association to make inspections, and in the absence of the Unit Owner or Occupant opening the Unit to permit the inspection, the Association is authorized to enter the Unit by any means necessary to make the inspection. The Association is not responsible for any damage caused because the Unit Owner or Occupant failed or refused to open the Unit. In the event that the Association has reason to believe that a violation of any law, rule, regulation or order exists with respect to any Unit, the Association may notify any governmental authority that it deems appropriate and may comply with any lawful order of any governmental authority.

P. **Indemnity.** Each Unit Owner and Occupant shall indemnify, defend, and hold the Association harmless from any claim, damage, liability, cost, fine, penalty and expense, including attorney's fees and court costs, imposed upon the Association by reason of the Unit Owner or its Occupants violating any of the restrictions contained in this Article IV or any other conditions of this Declaration.

Article V. General Description of Buildings and Improvements.

A. **Buildings and Improvements.** The Condominium is located in the City of North Ridgeville, Lorain County, Ohio. The Condominium Property has access to Mills Road via a [reciprocal ingress and egress easement]². At the time of the filing of the initial Declaration, the Condominium Property consists of approximately _____ acres. The exact acreage is shown on Exhibit A. There are three buildings designated as Buildings A, B, and C respectively on the drawings attached hereto as Exhibit D containing 54 separate Units. Each of the Units is a single location, configuration, Unit designation, and size are shown on Exhibits D and E. Each building is one story. Except for the existing utility sink, no Unit Owner shall install running water, sanitary sewer, or any other additional utility service, including cable, in any Unit without the prior approval of the Board and provided such installation complies at all times with all applicable law, including but not limited to the City of North Ridgeville ordinances. The Units are heated but have no air conditioning. The principal materials used to construct the Buildings and Units are: brick, concrete, wood, steel, and drywall. The Units have steel siding and the roofs are asphalt shingles.

B. **Paved Areas.** The driveways and parking areas within the Condominium Property are part of the Common Elements and provide each Unit with access through Common Elements and to the driveway which Unit Owners may use for ingress and egress to Mills Road, a public street. The driveways and parking areas are concrete in some places and asphalt in others. Unit Owners are hereby deemed to have an easement over said paved driveways and parking areas for ingress and egress and parking subject to reasonable rules and regulations of Association. [_____ and _____] currently have an easement to use the existing driveway from Mills Road for ingress and egress. This is the same

² Reciprocal easement agreement to be entered into among adjacent property owners so that the condo property and adjacent business have mutual ingress and egress rights.

driveway which will be used by [Storage Condominiums] and its Unit Owners for access to Mills Road. Neither _____ nor _____ are part of [Storage Condominiums]]³.

C. **Exclusive Use Areas.** The Condominium may have Exclusive Use Areas as designated by the Board from time to time. Exclusive use areas may include handicapped parking spaces and facilities in accordance with all applicable law, including the City of North Ridgeville ordinances.

D. **Recreation Facilities and Areas.** The Condominium does not have any recreational facilities.

E. **Utilities.** Utility services may be supplied directly to a Unit from the utility company or may be supplied to the Unit by or through the Association or other entity. To the extent that utilities are not separately metered to the Unit, utility services are a Common Expense. Utility services that are individually metered shall be the individual responsibility of the Unit Owner and Unit. To the extent that a utility service is provided by or through the Association, the Association is not responsible for the quality, quantity, supply, termination, interruption, surges, backups, or other conditions concerning such utility, the cause of which is beyond the control of the Association. To the extent that any utilities supplied through and by the Association, the Association shall endeavor to promptly repair and restore any such utility as soon as reasonably practical under the circumstances. In the event that any utility is provided by or through the Association, in addition to all other remedies contained in this Declaration, the Association may terminate utility service to the Unit in the event that the Unit Owner does not pay the utility service. In no event shall the Association be responsible for any damage to any Unit or the contents or personal property in any Units caused by or resulting from the quality, quantity, supply, termination, interruption, surges, back up, or back flow of any utility. All risk of loss to the Unit and all of its contents is borne totally by the Unit Owner and Occupant. See Article VII concerning the Risk of Loss and Article XI concerning Insurance.

Article VI. Information about Condominium Property

A. **Units.** Each of the Units declared and established by this Declaration is a free-hold estate consisting of all the space bounded by the undecorated surfaces of the interior perimeter walls, floors, and ceilings of each Unit as designated on the Drawings, to constitute a complete enclosure of space, provided that, wherever such undecorated surfaces consist of drywall or other material affixed to the exterior walls or ceilings, or concrete flooring, all of such drywall, and other materials and the concrete floor shall be included within the Unit. Floors are part of the Unit. The space above the ceiling and below the roof (commonly known as the attic space) is not part of the Unit. Without limiting the generality of the foregoing Units include:

1. The decorated surfaces, including paint, lacquer, varnish, wallpaper, tile and any other finishing materials applied to the interior of all said perimeter walls, floors, and ceilings, and also the aforesaid finishing materials applied to interior walls, floors, and ceilings.
2. All windows, screens, manddoors, garage doors, inclusive of frames, sashes, and jambs and the space occupied thereby and the hardware therefor.

³ Reciprocal easement agreement to be entered into among adjacent property owners so that the condo property and adjacent business have mutual ingress and egress rights.

3. All fixtures and appliances installed for the exclusive use of a particular Unit commencing at the point of disconnection from the structure of the building or the utility line, pipe, duct, conduit, or system serving the entire building or more than one Unit thereof, and the space occupied by the fixtures and appliances themselves.
4. All interior walls not necessary for the support of the structure, all space occupied thereby, and all space between interior walls, floors and ceilings.
5. All plumbing, electrical, heating, cooling, and other utility or service lines, wires, pipes, drains, ducts, vents, or conduits, and heating, cooling and ventilating equipment, and meters therefor wherever located, which serve only that Unit from the point from such line, pipe, wire, duct, drain, vent serving only that Unit disconnects from the line, wire, pipe, drain, duct, vent or conduit which serves more than one Unit. To the extent heating, air-conditioning or air handling equipment serving only that Unit is located outside the walls of that Unit, such equipment, the foundation upon which it is sitting, all lines, pipes, ducts, wires, ducts, vents and conduits connecting such equipment to the Unit, and the space occupied thereby are a part of the Unit.
6. All control knobs, switches, thermostats, and electrical outlets or connections affixed to or projecting from the walls, floors, or ceilings into the Unit. The dimensions, layouts, and descriptions of existing Units are shown on Exhibit D, as the same are amended.

Notwithstanding the foregoing, Units do NOT include:

1. All structural portions of the building.
2. All plumbing, electric, gas, heating, cooling, cable, telecommunications, and other utility or service lines, pipes, wires, conduits, or ducts which service more than one Unit within the Condominium Property.

B. Interest in Common Elements. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all other Unit Owners, and, except as otherwise limited in this Declaration, the By-Laws, and any rules and regulations adopted by the Association from time to time, if any, shall have the right to use the Common Elements for access to and all purposes incident to the use and occupancy of the Unit for the uses permitted by this Declaration and the By-Laws, including the non-exclusive easement, together with other Unit Owners to the use and enjoyment of the Common Elements for ingress and egress to and from the respective Units, which rights shall be appurtenant to and shall run with the Unit. The percentage of ownership of the Common Elements attributable to each Unit is set forth on Exhibit E attached hereto. Each Unit shall have an equal ownership interest in the Common Elements. For example, if there are 25 Units, then each has a 1/25 interest in the Common Elements. The percentage of ownership of the Common Elements of each Unit is equal to the percentage resulting from dividing each Unit by the aggregate number of all Units. Using the example above each of the 25 Unit owners would have a 4% interest in the Common Element. Except as expressly authorized in this Declaration and in Section 5311.14 ORC, there shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Condominium Property is withdrawn from its terms and from the terms of any statute applicable to condominium ownership. Except

as otherwise permitted by Chapter 5311 ORC, Unit Owners may not waive or release any rights in the Common Elements.

C. **Common Elements.** Common Elements are all parts of the Condominium Property, excluding Units. The Common Elements immediately outside of and surrounding the buildings in which the Units are located generally consist of lawns and landscaping, parking areas, driveways, and sidewalks. There are or may be located storm water control pipes, drains, retention ponds and utility lines and easements within the Common Elements.

D. **Limited Common Elements.** None of the Units has LCE appurtenant to the Unit; however Units later added to the Condominium by expansion of the Condominium may have LCE.

Article VII. General Provisions as to Units and Common Elements.

A. Maintenance of Units.

1. **By the Association:** Except as otherwise expressly set forth herein, the Association is not responsible for the maintenance, repair or replacement of any portion of a Unit, except a Unit owned by the Association, if any. If in the opinion of the Board, maintenance, repairs or service to a Unit are necessary to prevent damage or destruction to any other part of the Condominium Property or for public safety, the Association may cause such maintenance, repair or service to be made to a Unit at the Unit Owner's expense. In addition to any other right or remedy available to the Association, the Association may levy an Individual Unit Assessment against the Unit Owner and his Unit for any costs and expenses chargeable to said Unit Owner and his Unit pursuant to this provision.

2. By the Unit Owner:

(a) Units. Each Unit Owner shall maintain, repair and replace, at the Unit Owner's expense, all portions of the Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions, and ordinary wear and tear. For a casualty loss covered by the Association's insurance, see Article XI.

(b) LCE. Each Unit Owner shall maintain, repair and replace, at the Unit Owner's expense, all portions of the LCE appertaining to said Unit and all improvements, equipment, facilities, and personal property located therein, and service lines and conduits servicing the LCE. Each Unit Owner shall also, at the Unit Owner's expense, keep the LCE in a clean and sanitary condition, not allowing rubbish, refuse or garbage to accumulate in an unsightly or unsafe manner.

A Unit Owners responsibility to maintain a Unit and its LCE is subject to the following:

(a) A Unit Owner shall perform its responsibilities in such manner and at such times so as not unreasonably to disturb other Unit Owners or Occupants. In no event shall a Unit Owner obstruct or otherwise impair any easement without first obtaining the written consent of the Association and of all Unit Owners for whose benefit such easement exists.

(b) A Unit Owner shall not paint, stain, decorate, alter or otherwise change the appearance or style of any portion of the Unit which is exposed to the weather, including the exterior of any doors, garage doors, door jambs, door frames, windows, window frames, sashes, screens, and the hardware therefor, without

the prior written consent of the Board. The Board may refuse to consent any color, style, or appearance change or alteration which, in the sole discretion of the Board, makes the appearance of the Unit inconsistent with the surrounding Units.

(c) A Unit Owner shall not paint, stain, decorate, or otherwise change the appearance of, or install any improvement in or make any alteration to the LCE, without the prior written consent of the Board. This restriction applies to temporary facilities. The Board may refuse to consent any color, style, or appearance change or alteration which, in the sole discretion of the Board, makes the appearance of the LCE inconsistent with the LCE of surrounding Units or which interferes with the use and enjoyment of other Units or the LCE of such other Units.

(d) Risk of Loss. Unit Owners and Occupants are solely responsible for, and bear the total risk of loss of, damage to, destruction of, and theft of any personal property located within a Unit. The Association is not responsible for damage to, destruction of, loss of or theft of, any personal property located in any Unit. For Insurance requirements see Article XI. Unit Owners and Occupants are solely responsible for, and bear the total risk of loss of, damage to, and destruction of any improvements made within a Unit. The Association is not responsible for damage to, destruction of, or loss of, any improvements existing within a Unit, even if such loss, damage, or destruction results directly or indirectly from (i) the failure or delay by the Association to perform any maintenance or repair or (ii) from any defect in or malfunction of any Common Elements, including leaking roofs, walls, and windows; blockage and backup of any drains or pipes; power surges or interruptions; and overflow of any storm water.

B. Maintenance of Common Elements .

1. **Regulation by Association:** No person shall use the Common Elements or any part thereof in any manner contrary to this Declaration and such rules and regulations adopted by the Board. Without in any manner intending to limit the generality of the foregoing, the Board shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements. No Unit Owner or Occupant shall pour or discharge any material or substance down any drain or on the Common Elements in violation of any law, rule, regulation. It is Owners and Occupants responsibility to determine and know what is and what is not permissible.

2. **Management, Maintenance, Repairs, Alterations, and Improvements.** Except as otherwise provided herein, the management, maintenance, repair, replacement, alteration and improvement of the Common Elements is the sole responsibility of the Association and is a Common Expense. Each Unit Owner shall promptly report to the Association any defect in or needed repairs to the Common Elements. Notwithstanding the foregoing, each Unit Owner is responsible for any damage or destruction to the Common Elements caused by any act or neglect of the Unit Owner, any Occupant of the Owner's Unit, and any invitee, licensee, or guest of the Unit Owner or any Occupant. Each Unit Owner shall, not more than 10 days after written demand by the Association, reimburse the Association for all costs and expenses incurred by the Association for any repairs, clean up, replacements or maintenance to the Common Elements resulting from the acts or omissions of the Unit Owner, the Occupants of said Owner's Unit, or their guests and invitees. In the event the damage is covered by the Association's insurance, and the Association makes a claim, and receives the proceeds of the insurance, the Unit Owner shall only be responsible for the payment of the amount of the deductible. The Association's insurance carrier shall

have no right of subrogation or other claim against a Unit Owner beyond the amount of the deductible. The Association need not make any claim for an amount less two times the amount of its deductible. In addition to any other right or remedy the Association may have, the Association may impose an Individual Unit Assessment against such Unit Owner for all damages and costs incurred by the Association.

C. **Effect of Construction Defects.** The respective obligations of the Association and Unit Owners to repair, maintain, and replace the portions of the property for which each is responsible shall not be affected in any manner by reason of the fact that any maintenance, repair, or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the property.

D. **No Severance of Ownership.** No Owner shall execute any deed, mortgage, lease or other instrument affecting title to a Unit without including therein both the interest in the Unit and its corresponding percentage of ownership interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any deed, mortgage, lease or other instrument purporting to affect one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein. For purposes of conveyance of title to a Unit, a description setting forth the name of the Condominium Property, the number of the Unit or Units and the recording information of the Declaration shall be adequate to convey the fee simple title thereto together with the percentage in and to the Common Elements.

E. **Easements.**

1. **Enjoyment.** Every Unit Owner has a non-exclusive right and easement of enjoyment in, over, and upon the Common Elements and a right of access to and from such Unit Owner's Unit which rights and easements shall be appurtenant to and shall pass with title to a Unit, subject to the terms of this Declaration and the right of the Board to make reasonable rules and regulations concerning the use and management of the Common Elements, provided that no such rule or regulation shall prohibit the right of ingress and egress to a Unit or any part thereof.

2. **Right of Entry for Repair, Maintenance, and Restoration.** The Association, and the Developer and their agents and representatives, shall have an easement and a right of entry and access to, over, upon, and through all of the Condominium Property and each Unit, to enable the Association and the Developer to perform its obligations and duties with regard to maintenance, repair, restoration, and/or servicing of any items, things, or areas of or in the Condominium Property; to preserve and protect any Condominium Property; to enforce any provision of this Declaration or any rule or regulation adopted from time to time by the Association or the Board; and to protect the health, safety, and welfare of the Condominium Property and the Unit Owners.

3. **Encroachments.** Each Unit and the LCE appertaining thereto and the Common Elements shall be subject to easements for encroachments on any other Unit, LCE or Common Elements by reason of bona fide errors with respect to the design, drawings, construction, or reconstruction of any building, Unit, LCE, or other improvement, or by reason of the settlement or shifting of any building, or other improvement or by reason of overhangs. Valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such Units,

LCE and Common Elements, as the case may be, so long as all or any part of the building containing such Unit or LCE shall remain standing; provided, however, in no event shall a valid easement for any encroachment be created in favor of any Unit, LCE, or Common Elements if such encroachment occurred due to the willful conduct of any person.

4. **Maintenance Easements.** The Owner of each Unit shall have the permanent right and easement to and through the Common Elements for the use of all utilities now or hereafter supplied to Units in accordance with this Declaration.

5. **Easements Through Walls Within Units.** The Association has an easement to install, lay, maintain, repair and replace any pipes, wires, ducts, drains, conduits, utility lines and structural components running through any Unit, including the walls, ceilings, and floors of the Units, whether or not the same lie in whole or in part within the Unit boundaries.

6. **Easements for Access and Parking.** Easements are hereby declared and created for ingress and egress into and from each Unit for the benefit of said the Unit Owner, the Unit's Occupants and their guests and invitees. No other Unit Owner or Occupant shall cause or permit access to another Unit to be blocked or otherwise impaired. Further, easements are hereby declared and created within the driveway for each Unit and in areas in the Common Elements designated for parking for the benefit of all Unit Owners, Occupants, and their invitees and guests to park vehicles, subject, however, to the terms of this Declaration, and the rules and regulations adopted by the Association. Each Unit Owner, the Unit's Occupants and their guests and invitees are granted an easement for ingress and egress to Mills Road via the existing driveway described on Exhibit F. Two adjacent property owners also have easements to use this driveway for access to Mills Road. If the driveway is made part of the Condominium Property, the maintenance, repair and replacement of the driveway is a Common Expense. Under the reciprocal easement agreement _____ and _____⁴ are required to pay for the maintenance and repair of the driveway. Developer specifically reserves the right to make agreements with the adjacent property owners with respect to cost sharing for the driveway and the Association and each Unit Owner shall be bound by such agreements.

7. **Easements for Utilities.** Easements are hereby declared and granted to all utilities, including but not limited to, water, storm and sanitary sewer, gas, electric, telephone, security systems, and cable or television systems, for the purpose of constructing, installing, maintaining, operating, relocating, removing and replacing utility equipment, lines, wires, poles, conduits, manholes, and other appurtenances normally incidental thereto as now exist or may hereafter be installed upon the Condominium Property or within a Unit, with the right of reasonable access thereto. All Unit Owners granted easements herein shall be responsible, at their expense, for restoring the Condominium Property or Unit disturbed by the exercise of any right with respect to any easement to its condition immediately prior to the disturbance. The Association may by action of the Board grant additional easements for public and private utility service (e.g., cable) purposes for benefit of the Condominium Property, including, but not limited to, the right to install, lay, maintain, repair and replace pipes, lines, wires, conduits, poles and equipment, over, under, along and on any portion of the Common Elements together with the right of reasonable access thereto and each Unit Owner hereby grants the Association's Board

⁴ Blanks to be completed with the adjacent property owners' names prior to this declaration being submitted to Lorain County for review and approval.

members an irrevocable power of attorney to consent to and execute, acknowledge, and record, for and in the name of such Unit Owner, such instruments as may be necessary to effectuate the foregoing. The installation and operation of utility services referred to herein are subject to the prior approval of all applicable governmental agencies.

8. **Easements Reserved to Developer.** Developer reserves an easement in favor of itself, its successors and assigns, and its contractors over, across, and through the Condominium Property for ingress to and egress from the Additional Property and for use and enjoyment of the Additional Property, whether or not all or any part of the Additional Property is made part of the Condominium Property, including the right to extend, relocate, tie into, access, and use any drive, road, street, sidewalk, storm sewer, drainage line, ditch, pipe, pond, lake, or other system for surface water management, and utility line (including but not limited to water, sewer, gas, electric, telephone, and cable) now or hereafter existing on the Condominium Property and the right to create easements in favor of the Developer, its successors or assigns, as well as the right to grant easements to any utility or other service (such as cable) over, across and through the Condominium Property for the purpose of installing, maintaining, repairing, replacing, operating, extending, relocating, and connecting any line, pipe, conduit, structure or facility to service or benefit the Additional Property. Developer shall be responsible, at his sole expense, for restoring to as close as may be practicable any Condominium Property damaged by the exercise of this easement. If the Additional Property is not made part of the Condominium Property, Developer and his successors and assigns shall be responsible for the maintenance of any lines, pipes, conduits, structures or facilities installed on the Condominium Property which service only the Additional Property. If the Additional Property is not made part of the Condominium Property, then to the extent that the Additional Property enjoys the benefit of any driveway, sidewalk, street, drainage line, ditch, or other facility on the Condominium Property, the Developer and its successor and assigns shall share the costs of maintaining, repairing and replacing such facilities in the same proportion as the total number of Units or occupiable spaces existing on the Additional Property bears to the total number of Units existing on the Condominium Property. *If there are no units or other occupiable spaces on the Additional Property, its share of costs shall be based upon the traffic generated by the Additional Property. The installation and operation of utility services referred to herein are subject to the prior approval of all applicable governmental agencies.

9. **Easements to Run with the Land.** All easements and rights described and reserved herein are easements appurtenant, running with title to the lands described herein, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Developer, its successors and assigns, and all Unit Owners, purchasers, mortgagees and other persons having any interest in said lands, or any part or portion thereof and their respective heirs, administrators, executors, successors and assigns.

Article VIII. Unit Owners' Association.

A. **Formation.** Developer shall cause the Association to be established not later than the date of the deed the first sale of a Unit is filed for record.

B. **Powers.** All power and authority, and all duty and responsibility, to operate and administer the Association, and to regulate, control and manage the Condominium Property in accordance with the law, this Declaration and the By-Laws, and to enforce and defend the terms of this Declaration and the By-Laws, and to adopt and enforce the rules and regulations relating to the Condominium Property, are

vested in the Association. Without limiting the generality of the foregoing, and subject to the requirements imposed by law, the Association is specifically authorized to purchase, hold title to, and sell or lease real property that is not part of the Condominium Property. Except as otherwise provided by law, or in this Declaration, or the By-Laws, all power and authority of the Association, as well as the duties and responsibilities of the Association, shall be exercised by the and through the Board.

C. **Membership.** Each Unit Owner shall be a member of the Association and shall automatically become a member of the Association upon receiving title to a Unit. Membership in the Association shall be limited to Unit Owners and shall be appurtenant to and may not be separated from Unit ownership. Transfer of a Unit shall automatically transfer membership in the Association to the transferee.

D. **Board of Directors.** Except as otherwise provided by law, this Declaration and the By-Laws, the Board shall exercise all powers of, and discharge the duties of, the Association conferred by operation of law, and as otherwise specifically provided in this Declaration and the By-Laws without the prior approval of the Unit Owners. Without limiting the generality of the foregoing, the Board shall specifically have the power for and on behalf of the Association to:

1. manage, maintain, control, operate, regulate, repair, replace, alter, and improve the Common Elements;
2. administer and operate the Association;
3. promulgate rules and regulations consistent with this Declaration and the By-Laws;
4. enforce the law, this Declaration, the By-Laws, and the rules and regulations adopted by the Board;
5. make, collect and enforce the assessments authorized by this Declaration;
6. hire and fire agents, attorneys, accountants, and other independent contractors and employees;
7. commence, defend, intervene in, settle, or compromise any civil, criminal or administrative action or proceeding that is in the name of, or threatened against, the Association, the Board, any of its members, or any officer of the Association, if such action concerns Condominium Property, or involves two or more Unit Owners and relates to matters affecting the Condominium Property;;
8. enter into contracts and incur liabilities; provided however, the Unit Owners and the Association will not be bound for more than one year after assumption of control of the Association by the Unit Owners, other than the Developer, by any contract entered into prior assumption of control of the Association by the Unit Owners, other than the Developer, except contracts for necessary utility services, unless such agreement is renewed with the consent of the Unit Owners holding a majority of the voting power of all Unit Owners. Subject to the foregoing, the Developer or any other entity designated by or affiliated with the Developer, may contract with, and provide services to, the Association;

9. adopt and enforce rules that regulate the use or occupancy of Units, the maintenance, repair, replacement, modification and appearance of the Units, Common Elements, and LCE;
10. cause additional improvements to be made a part of the Common Elements;
11. purchase, encumber, lease and convey Units and subject to the requirements of 5311.04 H(2) and (3) acquire an interest in any other real property, encumber, lease and convey that interest. All expenses incurred by the Board in connection with the acquisition encumbrance use or operation of any interest in a Unit or other property is a Common Expense;
12. acquire, encumber, lease, and convey or otherwise transfer personal property in the name of the Association;
13. grant easements, leases, licenses and concessions through and over the Common Elements;
14. impose and collect fees or other charges for the use or operation of the Common Elements and for other services provided to the Unit Owners;
15. impose interest and late charges for the late payment of assessments, impose return check charges, and impose reasonable enforcement assessments for violation of the Declaration, By-Laws, and the rules and regulations of the Association and charges for damage to the Common Elements or other property; provided, however, prior to imposing a charge for damages or an enforcement assessment, the Board shall give written notice in accordance with 5311.081 (C)(1) and, if an Owner properly requests, hold a hearing;
16. adopt and amend rules that regulate the collection of delinquent assessments and the application of payments;
17. impose reasonable charges for preparing, recording or copying amendments to the Declaration, resale certificates, statements of unpaid assessments, and other records of the Association;
18. borrow money in the name of the Association and assign the Association's rights to Common Assessments or other future income to a lender as security for any loan to the Association;
19. suspend the voting privileges of a Unit Owner who is delinquent in the payment of any amount due to the Association;
20. purchase insurance and fidelity bonds;
21. invest excess funds;
22. enter into agreements with adjacent or nearby property owners, including Developer, to lease or otherwise share the use and expenses of certain facilities owned by or under the

control of, or subject to an easement in favor of, the Association or Unit Owners, or the adjacent property owner;

23. designate portions of the Common Elements as Exclusive Use Areas and delegate all or portions of Exclusive Use Areas to the use of a certain Unit or Units to the exclusion of other Units, and promulgate and enforce rules, regulations and restrictions relative to Exclusive Use Areas, and charge a fee to those Units to whom exclusive use is granted;
24. delegate all or any portion of its authority to one or more managers, managing agents, or management companies by written contract which shall include the duties and compensation of such managers; provided however, the Unit Owners and the Association will not be bound for more than 90 days after assumption of control of the Association by the Unit Owners, other than the Developer, by any management agreement entered into prior assumption of control of the Association by the Unit Owners, other than the Developer, unless such contract is renewed by the consent of Unit Owners holding a majority of the voting power of all Unit Owners. Subject to the foregoing, the Developer, or any other entity designated by or affiliated with the Developer, may serve as managing agent of the Association.

E. **Developer's rights to appoint the Board.** Notwithstanding anything to the contrary contained in this Declaration or the By-Laws, except and until as otherwise provided below, Developer shall have the exclusive right to appoint and remove Board members and Association Officers, and to otherwise exercise all powers of the Association. Not later than 60 days after title to all Units have been conveyed to bona fide purchasers, the Association shall meet and the Unit Owners, including the Developer, shall elect all of the members of the Board. The Board so elected shall as soon as reasonably possible appoint officers of the Association and of the Board in accordance with the By-Laws.

F. **Rules and Regulations adopted by Unit Owners.** Unit Owners may, upon approval of Unit Owners holding not less than Seventy-Five percent (75%) of the voting power, adopt rules and regulations with respect to the use of the Common Elements and may rescind or modify any rule or regulation previously adopted by the Board. Any rule or regulation so adopted or action so taken by the Unit Owners shall have the same force and effect as if such action had been taken by the Board.

G. **Service of Process.** The person to receive service of process for the Association shall be Gavril Budai. In the event he is not registered with the Secretary of the State of Ohio as Statutory Agent for the Association, the person to receive such services shall be the statutory agent for such corporation as registered with the Secretary of State.

Article IX. Assessments.

A. **General.** Developer covenants, and each Unit Owner by acceptance of a Deed to a Unit (whether or not it shall be expressed in such Deed), is deemed to covenant and agree to pay to the Association, as and when the same are due and payable, all, assessments, fees, fines, costs, expenses, and other charges imposed on each Unit Owner and/or against such person's Unit by this Declaration, the By-Laws, the law, and any rule or regulation adopted by, or any action of, the Board, including but not limited to (1) Annual

Operating Assessments, (ii) Assessments for Capital Replacements, (iii) Assessments for Capital Improvements, and (iv) Individual Unit Assessments.

B. Annual Operating Assessment. On or before [December 1st] of each calendar year, the Board shall estimate the total amount necessary to pay all Common Losses existing at the end of the current calendar year and all Common Expenses anticipated during the ensuing calendar year, which shall include a reasonable amount for a reserve for contingencies and a separate reasonable amount for capital replacements ("Annual Operating Assessment"). On or before [December 15th] of each calendar year, the Board shall provide each Unit Owner with a copy in writing of the Annual Operating Assessment which shall include a reasonable itemization of the line items included in said Annual Operating Assessment, together with said Unit Owner's share thereof and the schedule upon which the amount assessed to such Unit Owner is to be paid. All Common Expenses shall be assessed to each Unit Owner according to such Owner's percentage of ownership in the Common Elements as set forth in Exhibit E to this Declaration. Notwithstanding the foregoing, the Board may elect to assess each Unit Owner for the following costs and expenses on an equal per Unit basis: trash removal service provided by the Association, if any; administrative and operating overhead expenses of the Association and the Board; security services or equipment supplied by the Association, if any; telecommunication services and equipment provided by the Association, if any; maintenance, repair, and replacement roads, entrances; landscaping and grounds care; and legal, accounting and management expenses. Each Unit Owner shall pay to the Association, or as it may direct, the amount of the Annual Operating Assessment made pursuant to this paragraph in accordance with the schedule set by the Board. If the initial Annual Operating Assessment proves inadequate for any reason, including failure of Unit Owners to pay assessments, the Board shall revise the Annual Operating Assessment as necessary for the balance of the year. The additional amount shall be assessed to each Unit Owner in the same manner as the original Annual Operating Assessment. The Board shall notify all Unit Owners in writing of the revised Annual Operating Assessment, giving the amount and reasons therefore, and the amount due from each Unit Owner together with a schedule for the payment of the revised Annual Operating Assessment amount. Such revised Annual Operating Assessment shall become effective ten (10) days after the delivery of the notice of such assessment. All Owners are obligated to pay their share of the revised Annual Operating Assessment amount in accordance with the payment schedule established by the Board. On or before the date of the annual meeting of Unit Owners, the Board shall supply to all Unit Owners an itemized accounting of the Common Expenses actually incurred and paid during the preceding calendar year, and an itemization of all assessments and other amounts collected during the preceding calendar year, and showing the net amount of any Common Surplus or Common Loss, together with an itemization of delinquent assessments. Any Common Surplus and any Common Profits, excluding the reserves for capital replacements, shall be credited to each Unit Owner in the same manner as assessments are made against the Unit Owner, and any Common Loss, except the reserve for capital replacements, shall be added to the Annual Operating Assessment due from such Unit Owner in the same manner as Annual Operating Assessments are made against the Unit Owner.

C. Reserve for Contingencies, and Replacements. The Association shall keep and maintain separate reasonable reserves for contingencies and capital replacements. The amount shall be subject to the determination of the Board and may be more or less than required in Section 5311.081 (A) (1) ORC. The amount reserved for contingencies shall be consumed before making any additional assessment for Common Expenses. The capital replacements reserve shall be used only to repair or replace existing

capital improvements within the Common Elements. In the event the amount necessary for capital replacements in any year exceeds the amount of the total accumulated reserve for capital replacements, the Board shall assess the amount necessary to make up the deficiency in the same manner as Annual Operating Assessments are assessed to each Unit Owner. The Board shall provide each Unit Owner with written notice of the amount of the deficiency and the reasons therefore, together with each Unit Owner's share thereof and a payment schedule, All Unit Owners shall be obligated to pay the assessment in accordance with the payment schedule.

D. **Failure to Prepare Annual Operating Assessments.** The failure or delay of the Board to prepare or serve the Annual Operating Assessment, or any revised Annual Operating Assessment, shall not constitute a waiver or release in any manner of each Unit Owner's obligation to pay assessments and reserves, as herein provided, whenever the same shall be determined. In the absence of any Annual Operating Assessment, or any revised Annual Operating Assessment, each Unit Owner shall continue to pay assessments in the amount and according to the schedule established for the previous period until a new Annual Operating Assessment and payment schedule are established by the Board.

E. **Assessments for Capital Improvements.** The Board may levy special assessments to construct additional capital improvements in the Common Elements (capital improvements which are not replacing existing improvements) provided that the improvements to be constructed and the amounts to be assessed therefor are approved by Unit Owners holding no less than Seventy-Five percent (75%) of the voting power of all Unit Owners. Any such assessment so approved shall be assessed to each Unit Owner in the same manner as Annual Operating Assessments. The Board shall provide Unit Owners with notice of the assessment and a schedule for the payment of the assessment. All Owners are obligated to pay the assessment amount in accordance with the payment schedule established by the Board.

F. **Individual Unit Assessments.** The Board may levy an assessment against an individual Unit and/or a Unit Owner for costs incurred by the Association in connection with that Unit which costs are by the terms hereof chargeable to that particular Unit (such as, but not limited to, the cost of making repairs which are the responsibility of a Unit Owner), and for all costs, fines, fees, and other charges authorized by this Declaration, the By-laws, the law, and any rules or regulations adopted by, or actions taken by, the Board, chargeable against the individual Unit and Unit Owner. The Board shall provide the Unit Owner with written notice of the assessment and a schedule for the payment thereof. Each Unit Owner who is assessed an Individual Unit Assessment is obligated to pay the amount of the assessment in accordance with the schedule established by the Board. In the event that any use or activity carried on by a Unit Owner or Occupant in or with respect to any Unit results in (i) an increased cost or expense to the Association such as, but not limited to, a use which increases the Association's insurance premiums, or (ii) the imposition in any cost, fine, or penalty, on the Association such as, but not limited to, costs to remediate the violation of any law, the extra cost may be assessed by the Board to the Unit and Unit Owner as an Individual Unit Assessment. Additionally, until such time as the real estate taxes and assessments are split into separate tax bills for each Unit, the Association shall have the right to pay real estate taxes and assessments attributable to the Condominium Property and assess each Unit Owner for its share of such real estate taxes and assessments as an Individual Unit Assessment. The share of those taxes and assessments attributable to a Unit shall be equal to the Unit's undivided interest in the Common Elements.

G. **Effective Date of Assessment.** Any assessment created pursuant hereto shall be effective not less than 10 days after written notice of the amount thereof is delivered by the Board to the affected Unit Owner.

H. **Payment Schedules.** The Board may impose any payment schedule for any assessment or other amount due the Association as the Board, in its sole discretion, deems appropriate, including requiring a one-time lump sum payment or permitting periodic installment payments. The Board may change the schedule of payment with each assessment or amount due, in its sole discretion, and is not bound by any previous schedule with respect to any future similar assessment or charge.

I. **Effect of Non-Payment of Assessment.** If any assessment or any installment of any assessment is not paid within ten (10) days after the same has become due, the Board, at its option, without demand or notice, may (i) declare the entire unpaid balance of the assessment immediately due and payable in full, and (ii) charge interest on the entire unpaid balance, (or on an over-due installment alone, if it hasn't exercised its option to declare the entire unpaid balance due and payable), at any rate as the Board may determine provided such rate does not exceed the highest rate of interest then permitted by law, and (iii) exercise and pursue any right or remedy available to the Association herein, or at law or in equity to collect and enforce any assessment. All rights and remedies available to the Association with respect to the collection and enforcement of any assessment are cumulative and may be exercised consecutively or concurrently in any order the Board, in its sole discretion, determines and as often as the occasion therefore arises.

J. **Application of Payments.** Payments made by Unit Owners toward the satisfaction of any amount due the Association for which a lien has not been filed by the Association shall be applied by the Association in the following manner: first to accrued and unpaid interest, second to late fees, third to collection costs, including attorney and paralegal fees, and fourth to any past due principal balance, and fifth to the current assessment payment due.

K. **Non-Use of Facilities.** No Unit Owner may exempt himself from liability for any assessment by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Unit.

L. **Lien of Association.** In addition to any other right or remedy which may be available to the Association, the Association shall have a lien upon a Unit and its percentage of interest in the Common Elements for any of the following expenses chargeable against such Unit which remain unpaid for ten (10) days after the same are due: Annual Operating Assessments charged against the Unit; Individual Unit Assessments charged against the Unit; Capital Replacement Assessments charged against the Unit; Capital Improvement Assessments charged against the Unit; all other amounts due from the Unit Owner and chargeable against the Unit in accordance with this Declaration; and interest, late fees, collection costs, attorneys fees, and paralegal fees chargeable against the Unit. The Association's lien is effective from and after the time a certificate therefor is filed with the Recorder of Lorain County, Ohio, pursuant to authorization given by the Board. Such certificate shall contain a description of the Unit, the name or names of the record owner or owners thereof, and the amount then due, and shall be signed by the president or other designated representative of the Association. Such lien shall remain valid for a period of five (5) years from the time of filing, unless sooner released or satisfied and may be extended by refileing a certificate prior to the end of the 5 year term. Payments made toward, and designated for, the satisfaction of any lien shall be applied by the Association as follows: first to accrued and unpaid interest,

second to late fees, third to collection costs, attorney and paralegal fees, and fourth the unpaid principal balance of the lien. So long as any part to the amounts originally described in the lien remain unpaid (including interest, late fees, and costs as provided herein), said lien shall also operate to secure any assessments, late fees, interest, collection costs, including attorney's fees and paralegal fees thereafter becoming due and chargeable to said Unit. The filing of a lien shall not excuse or otherwise affect the Unit Owner's personal liability for the payment of the amounts covered by the lien or any other Common Expense, assessment, cost, interest or other amount chargeable against the Unit or the Unit Owner.

M. **Priority of Association's Lien.** The Association's lien shall take priority over any lien or encumbrance subsequently arising or created, except liens for real estate taxes and assessments and bonafide first mortgages and may be foreclosed in the same manner as a mortgage on real property in an action brought by the Association by its president or other chief officer pursuant to authority given such officer by the Board. In addition to any other rights or remedies, the Association shall have the rights, remedies, and benefits set forth in Section 5311.18 ORC.

N. **Non-Liability of judicial Sale Purchaser for Past Due Common Expenses.** Except as otherwise provided herein, any purchaser of a Unit that acquires title to a Unit as a result of a judicial sale resulting from litigation to which the Association has been made a party shall not be liable for any amounts chargeable to such Unit which were due prior to the acquisition of title to such Unit by such purchaser beyond the amount bid for such Unit in such judicial proceeding; provided, however, the amounts chargeable to said Unit which remain unpaid shall be deemed to be Common Expenses collectible from all of the Units, including the Unit purchased.

O. **Liability for Assessments Upon Voluntary Conveyance.** With respect to any transfer of any interest in a Unit not resulting from litigation to which the Association is a party, the grantee of the Unit shall be jointly and severally liable with the grantor for all amounts chargeable against said Unit accruing to the time of the transfer, without prejudice to any right the grantee may have to recover from the grantor. However, upon written request to the Association such grantee shall be entitled to a statement from the Board setting forth all amounts chargeable against the grantor and or the Unit due to the Association, and such grantee shall not be liable for nor shall the Unit conveyed be subject to a lien in excess of the amount set forth in such statement for the period reflected in such statement. As used in this paragraph, "grantor" shall include a decedent's estate and "grantee" shall include a devisee or intestate heir of said decedent, receiver, trustee, including a trustee in bankruptcy, and a debtor in possession, but shall exclude a bona fide mortgagee whose interest is merely to secure payment of an indebtedness.

P. **Dispute of Lien.** Any Unit Owner who believes that any portion of the Common Expenses or other amounts chargeable to the Unit Owner for which a certificate of lien has been filed by the Association has been improperly charged against the Unit Owner or the Unit may bring action in the Court of Common Pleas of Medina County, Ohio, for the discharge of such lien.

Article X. Insurance.

A. **Common Element Casualty Insurance.** The Association shall obtain for the benefit of all Unit Owners insurance on all buildings, structures or other improvements now or at any time hereafter constituting a part of the Common Elements against fire and such other hazards as are comprehended within the term "extended coverage", and in an amount not less than the full replacement value thereof.

Such policy or policies may include such deductible provisions as the Board deems appropriate; provided however that in no event shall the deductible amount cause the Unit Owners to become co-insurers under the terms of any applicable coinsurance clause. Such insurance shall be written in the name of, and the proceeds thereof shall be payable to, the Association as Trustee for each of the Unit Owners in accordance with their percentage ownership in the Common Elements. Such policy shall cover all Common Elements and all exterior windows, doors, garage doors, frames, sashes, and jambs and hardware therefor even though these improvements are part of a Unit. The cost of the insurance is a Common Expense. Notwithstanding the fact that the Association's insurance may cover a part of the Unit, pursuant to Article VII (A) (2)(a) each Unit Owner has the primary responsibility to maintain its Unit. The Association's insurance is intended to only cover items which are part of the Unit when damage to such items is incidental to damage to the building from an insurable event, such as a tornado or fire. Otherwise, the responsibility to repair and replace all portions of the Unit lies with the Unit Owner, and the Unit Owner shall have no right to make a claim against the Association's insurance. No Unit Owner shall cause or permit the purchase individual policies of Insurance on a Unit or any interest in the Common Elements unless the Association shall be named insured on such policy. In the event any Unit Owner or Occupant acquires any insurance that results in a diminution in the Association's insurance proceeds, such diminution in Insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Unit Owner who acquired, or whose Occupant acquired, such other insurance, and said Unit Owner shall be liable to the Association to the extent of any such diminution and/or loss of proceeds. Insurance policies may contain an endorsement recognizing the interest of any mortgagee of any Unit. Notwithstanding the foregoing, a mortgagee shall not have the right to participate in a claim for loss or damage to a Unit other than a Unit on which said mortgagee holds a lien unless it can be reasonably shown that its security has been affected by the loss or damage. Any mortgagee may waive the provisions of this paragraph.

B. Casualty Insurance for personal property owned by the Association. The Association shall also maintain casualty insurance on any personal property owned by the Association in an amount equal to the full replacement value thereof, subject however to such deductible amounts as the Board deems appropriate. The cost of such insurance is a Common Expense.

C. Unit Owner or Occupant Casualty Insurance. Each Unit Owner and Occupant shall be responsible to obtain, at its expense, its own individual contents or chattel property Insurance. The Association shall not, and shall have no duty to obtain or maintain insurance on any Unit contents (except the contents of a Unit owned by the Association) or any personal property owned by a Unit Owner or Occupant.

D. Waiver of Subrogation. All casualty insurance policies shall provide for the release by the insurer of any and all rights of subrogation or assignment and all causes and rights of recovery against the Association, its officers, the Board, and any Unit Owner, members of a Unit Owner's family, a Unit Owner's tenants, or other Occupants of the Condominium Property for recovery against any one of them for any loss occurring to the insured property resulting from any of the perils insured against under such insurance policy.

E. Association Public Liability Insurance. The Association shall obtain and maintain comprehensive public liability insurance insuring itself, its Board members, Unit Owners, Occupants, and

all other persons lawfully in possession or control of any part of the Condominium Property against liability for bodily injury or death and for injury to or destruction of personal property occurring upon, in or about, or arising from or relating to the Common Elements with such deductibles and limits as the Board deems appropriate. The cost of such insurance is a Common Expense. All such policies of insurance shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association, the Board, or other Unit Owners, or Occupants.

F. **Unit Owner and Occupant Liability Insurance.** Each Unit Owner and Occupant is responsible, at its expense, to obtain and maintain such liability insurance for acts, omissions, injuries, personal property damage, or death occurring within such Unit Owner's or Occupant's Unit and the LCE appurtenant thereto, as the Unit Owner or Occupant deems appropriate. The Association shall not obtain or maintain insurance against liability for acts, omissions, injuries, personal property damage or death occurring within the individual Units or the LCE appurtenant thereto, except Units owned by the Association and the LCE appurtenant thereto.

G. **Other Association Insurance.** In addition to casualty and liability insurance the Board may, in its discretion, purchase and maintain other types of insurance coverage such as contractual liability insurance, errors and omissions insurance for the Board and officers, and such other insurance as the Board may determine to be necessary or appropriate. The cost of such insurance is a Common Expense.

Article XI. Damage or Destruction and Restoration of Common Elements.

A. **Sufficient Insurance.** Except as provided in Article VII B 2, if any Common Elements, or any portion thereof, shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage, together with the deductible amount applicable to the loss or damage under the terms of the policy, shall be sufficient to pay the cost of repair, restoration, or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be applied by the Association in payment therefor. Except as provided in Article VII B 2, the amount of the deductible is a Common Expense.

B. **Insufficient Insurance.** If any Common Elements, or any portion thereof, shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds together with the amount of the deductible is not sufficient to pay the cost of repair, restoration, or reconstruction, taking into account any insurance proceeds attributable to specific Unit Owner improvements and additions, then, unless within ninety (90) days after such damage or destruction not less than seventy-five percent (75%) of the voting power of Unit Owners elect not to repair or restore such damage or destruction, such repair, restoration, or reconstruction of the Common Elements so damaged or destroyed shall be undertaken by the Association. All insurance proceeds available as a result of the loss or damage shall be applied by the Association to the cost of the repair. Except as provided in Article VII B 2, the cost of the repairs not covered by, or in excess of, insurance proceeds is a Common Expense.

C. **Non-Restoration of Damage or Destruction.** Notwithstanding the existence of sufficient insurance, if substantial damage to or destruction of 70% or more of all Units (rounded to the nearest whole unit) occurs, the Unit Owners may, upon the affirmative vote of not less than seventy-five percent

(75%) of the voting power of Unit Owners taken within ninety (90) days after such damage or destruction, elect not to repair or restore such damage or destruction. If the damage is not repaired or restored the property shall be secured and cleaned up in accordance with applicable governmental laws, rules, orders and regulations.

D. **Partition.** If under sections B. or C. above the Unit Owners elect not to repair or restore the damage, then at the suit of Unit Owners exercising a majority of the voting power of all Unit Owners all of the Condominium Property shall be subject to an action for sale as upon partition in accordance with and subject to the provisions of Section 5311.14 ORC.

Article XII. Removal from Condominium Ownership.

The Unit Owners, by unanimous vote may elect to remove the Condominium Property from the provisions of Chapter 5311 ORC. In the event of such election, the Condominium Property shall be removed from the provisions of Chapter 5311 ORC in accordance with Section 5311.17 ORC

Article XIII. Amendment of Declaration and By-Laws.

A. **By the Board.** The Board may amend this Declaration in the following respects without the approval of the Unit Owners:

- i. To meet the requirements of institutional mortgagees, guarantors, and insurers of first mortgage loans, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration, and similar institutions;
- ii. To meet the requirements of insurance underwriters;
- iii. To bring the Declaration into compliance with Chapter 5311 ORC
- iv. To correct typographical errors or obvious factual errors in this Declaration or any exhibit to this Declaration;
- v. To designate a successor to the person named to receive service of process for the association.

B. **By the Developer.** The Developer may amend this Declaration at any time prior to the recording of the deed to the sale of the first Unit in the Condominium Property. The Developer may also amend this Declaration for the purpose of expanding the Condominium Property in accordance with Article XV.

C. **By Adjoining Units for Boundary Reallocation.** The boundaries between adjoining Units and the undivided interest in Common Elements appurtenant to those Units may be reallocated by an amendment to the Declaration submitted to the Board by the Owners of the adjoining Units involved in reallocation. The application to the Board shall be accompanied by written consents of the holders of all liens on the Units, except liens for real estate taxes and assessments not due in payable. The application shall also set forth the particular reallocation of their undivided interests in the Common Elements requested by the adjoining Unit Owners. Unless the Board finds the request for reallocation of undivided interest to be unreasonable, the Board shall, within thirty (30) days to receive the application, prepare and

amendment to the Declaration as executed by the Owners of the affected Units, which amendment shall include all of the following:

- i. an identification of the affected Units
- ii. words of conveyance between the Owners of said Units
- iii. a specification of the undivided interest in the Common Elements and the voting powers of each Unit resulting from the reallocation, a total of which shall equal the interests, shares, and powers of the former adjoining Units. The Association shall cause the amendment to be recorded with both of the following: the drawings and plans necessary to show the altered boundaries of the affected Units and the dimensions and identifying number of each Unit that results from the reallocation. The affected Unit and Unit owners are to be responsible for, and shall pay, all costs and expenses incurred by the Board with respect to reviewing any application and preparing and recording the amendment to the Declaration.

D. **Reallocation of LCE.** The use of LCE may be reallocated between or among Units. The Owners of the affected Units shall prepare and execute an amendment to the Declaration that identifies the affected Units and specifies the reallocated rights to the affected LCE. The Owners of the affected Units shall submit an amendment to the Board accompanied by the written consents of the Owners of all affected Units and the holders of all liens on those Units, except liens for real estate taxes and assessments not yet due in payable. The Board shall cause the amendment to be recorded. The affected Unit and Unit owners shall be responsible to pay all costs and expenses incurred by the Board in reviewing and recording the amendment.

E. **Interest in the Common Elements.** Except for the Developer's right to change the undivided interest in the Unit owners in connection with expansion of the Condominium Property in accordance with Article XVI and right of adjoining Units to reallocate their interests in accordance with Section C above, the undivided interest in the Common Elements of each Unit Owner may not be altered except by an amendment to the Declaration unanimously approved by all Unit Owners.

F. **By the Association.** Except as otherwise provided in this Declaration, this Declaration and the By-Laws may be amended by an affirmative vote of Unit Owners entitled to exercise seventy-five percent (75%) of the voting power of the Association and the filing with the Recorder of Lorain County, Ohio an instrument in writing setting forth specifically the item or items amended and any new matter added, which instrument shall have been duly executed by at least two members of the Board. Said instrument shall certify that the Unit Owners entitled to exercise at least seventy-five percent (75%) of the voting power of the Association have signed a written acceptance of said amendment and that said written acceptance is on file with the Secretary of the Board. Such recorded amendment must be executed by said officers with the same formalities as this Declaration and must refer to the recording information for this Declaration.

G. **Developer's Consent.** Notwithstanding anything to the contrary contained in this Declaration, no amendment shall have any affect upon the Developer or the rights of the Developer until and unless the written consent to such amendment is received from the Developer. Without limiting the generality of the

foregoing, no amendment affecting the Developer's right to expand the Condominium Property is effective unless the Developer consents thereto. No amendment concerning any easements, rights, or benefits reserved to or granted to the Developer herein, including but not limited to rights, easements, and benefits relating to the Additional Property, shall be effective unless the Developer consents thereto. Such consent must be in writing and shall be retained by the Secretary of the Association.

H. **Amendments affecting the Association.** The Association may not be dissolved unless another association is created to control any common property in accordance with all applicable governmental laws, rules and regulations.

I. **Compliance with Governmental laws.** This Declaration and all amendments hereto are subject to compliance with all applicable governmental laws, rules, regulations and orders.

Article XIV. Remedies for Breach of Covenants and Regulations.

A. **General Remedies.** The violation of any rules, restrictions, or regulations adopted by the Association or the breach of any covenants or provisions contained in the Declaration or the By-Laws shall give the Association and each Unit Owner the right, in addition to the rights hereinafter set forth in this Article, to take such action as it deems appropriate to cure, prevent, enjoin, abate and remedy any breach or continuance thereof, including legal proceedings, either at law or in equity. In addition to any other rights or remedies contained herein or at law, so long as a Unit Owner or Occupant is in violation of this Declaration, the Association may prohibit such Unit Owner and Occupant access to his Unit and access to the Condominium Property. Also, so long as Unit Owner or his Occupant is in violation of any of the provisions of this Declaration such Unit Owner's voting rights shall be suspended and such Unit Owner's authority to act as an officer or director of the Association shall likewise be suspended. In the event that such violation continues for more than 60 consecutive days, such Unit Owner shall be deemed to have resigned as an officer and director of the Association and such position shall then be deemed vacant and may be filled in accordance with the By-Laws.

B. **Expenses and Legal Fees.** Each Unit Owner and the Occupants of such Owner's Unit are jointly and severally liable for and shall pay all costs and expenses, including reasonable attorneys fees and paralegal fees, incurred by the Association and/or any other Unit Owner with respect to: (1) remedying a violation of (i) any restriction, rule or regulation of the Association, or (ii) any covenant or provision contained in the Declaration or By-Laws, or (iii) any applicable law, by such Unit Owner, such Unit, and/or the Occupants of such Unit, or (2) enforcing any (i) any restriction, rule or regulation of the Association, or (ii) any covenant or provision contained in the Declaration or By-Laws, or (iii) any applicable law against such Unit Owner, such Unit, and/or the Occupants of such Owners Unit, or (3) collecting any amount due the Association from such Unit Owner, such Unit, and/or the Occupants of said Unit, unless the court expressly determines the claim in favor of the Unit Owner. All persons who bring an action of any nature against the Association, a Board member and/or an officer of the Association are jointly and severally liable for and shall pay all costs and expenses, including reasonable attorneys fees and paralegal fees, incurred by the Association and/or any Board member or officer with respect to defending such action, unless the court expressly determines the claim in favor of the person bringing the action. In no event shall the Association or any Board member or officer be responsible for the payment of any costs or fees, including attorney fees, incurred by any person bringing an action against the Association, any Board member, or officer. In any judicial proceeding, the amount of such

fees, costs, and expenses shall be added to and made part of any judgment, whether such judgment is affirmative or is in the negative such as a dismissal of a claim against the Association, a Board member, or officer. In addition to any other rights and remedies available to the Association, the Board may impose an Individual Unit Assessment against each Unit Owner and their Units for any amounts due to the Association under this provision. Each Unit Owner and Occupant hereby waives and agrees not to assert any claim or defense against the Developer, the Association, the Board, any Board Member, officer or Manager based upon their exercise of any authority, right or remedy available to the Association or the Board under this Declaration, the By-Laws or applicable law.

C. **Governmental Enforcement.** Should the Association fail to comply with or enforce any applicable zoning or other governmental regulation applicable to the common areas within the Condominium Property, the township or other political or governmental agency having jurisdiction may, but shall have no obligation to, enter onto the Condominium Property and take such actions as it deems appropriate to bring the offense into compliance. The costs of such action shall be assessed to the Association and if not paid, the assessment may be added to the real estate taxes or otherwise assessed as a lien against the Association.

Article XV. Additions to Condominium Property.

Developer hereby explicitly reserves the right and option to expand the Condominium Property by submitting the Additional Property or portions thereof from time to time, to the provisions of this Declaration and the By-Laws and Chapter 5311 of the Ohio Revised Code, and to amend this Declaration in such respects as Developer may deem advisable in order to effectuate such submission or submissions, including, without limiting the generality of the foregoing, the right to amend this Declaration so as:

1. To include the Additional Property or portions thereof and the improvements thereon as part of the Condominium Property, and
2. To add drawings thereof to the Drawings in Exhibit D, and
3. To grant, add, expand, adjust, extend, and modify any easements so as to serve and include the Additional Property, and
4. To provide that the Owners of Units on the Additional Property will have an interest in the Common Elements of the Condominium Property and to amend Article V hereof and Exhibit E, so as to establish the percentage of interest in the Common Elements which the Owners of all Units within the Condominium Property will have as a result of such amendment or amendments. Each Unit shall have an equal ownership in the Common Elements. The percentage of ownership in the Common Elements shall be, with respect to each Unit, the percentage resulting from dividing each Unit at the date said amendment is filed for record by the then aggregate number of all Units on the Condominium Property as expanded by the amendment, which determination shall be made by Developer and shall be conclusive and binding upon all Unit Owners. For example, if there are 25 Units in the Condominium and as a result of the expansion 25 more Units are added making a total of 50 Units, the percentage interest of each Unit in the Common Elements would be 1/50 or 2%. Notwithstanding any other provision of this Declaration to the contrary, Developer's option to expand the Condominium Property and to amend the Declaration and By-Laws pursuant to said option does not require the consent of any person or entity. Developer is not subject

to any limitations on its option to expand unless said limitation is expressly provided in this Article. Developer's reservation of rights under this Article shall expire seven (7) years from the date this Declaration is filed for record unless Developer elects to renew the right to expand for an additional seven (7) year period. Said election to renew the right to expand shall be exercised within six (6) months prior to the expiration of the original seven (7) year period. Said election shall be made in writing to the Secretary of the Association and shall be accompanied by the written consent of the majority of the voting power of the Unit Owners other than the Developer. The only circumstances that will terminate this expansion option prior to the time limits described above would be completion of the entire projected possible development of this Condominium by the inclusion of all of the Additional Property in the Condominium Property, or Developer's election, evidenced by written notice to the Association, to waive said expansion option. Developer is not required to add all, or any particular portion, of the Additional Property to the Condominium Property. There are no limitations in regard to which portions of the Additional Property may be added to the Condominium Property. Portions of the Additional Property added to the Condominium Property need not be contiguous to any existing Condominium Property. Developer is free to fix boundaries of any portion(s) of the Additional Property for the purpose of adding said portion(s) to the Condominium Property, and there are no limitations as to the order in which portions so designated by Developer may be added. There are no limitations on the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property. The maximum number of Units that may be created on the Additional Property is 62, making a total of 116 Units in the entire development if the entire Additional Property is added to the Condominium Property and all anticipated Units are constructed. The maximum number of Units per acre that may be created on any portion of the Additional Property is _____. The foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the use of, or the nature, type or amount of any improvements constructed on, all or any portion of the Additional Property that is not added to the Condominium Property. All Units that may be created on the Additional Property and added to the Condominium Property will be restricted to the same uses permitted by this Declaration.

Any structures erected on any portion of the Additional Property added to the Condominium Property need not be compatible with structures on the previously submitted property in terms of quality of construction, the principal materials to be used or architectural style. Units created on any portion of the Additional Property need not be substantially identical to Units on previously submitted land. There are no limitations as to what types of Units may be created on the Additional Property and added to the Condominium Property.

In addition to the actual condominium units to be placed upon the Additional Property, sewer, water, gas, electric and other utility lines, drives, parking areas, drainage and landscaping must be added to the Additional Property to complete any additions. There are no restrictions or limitations upon improvements that may be made on any portion of the Additional Property added to the Condominium Property. The Developer reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property, to create LCE appurtenant to each Unit therein. LCE within the Additional Property need not be substantially the same type, size and number as the LCE to existing Units in the Condominium. The Developer reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property, to create Exclusive Use Areas within the Additional Property. There is no limitation on the Developer as to the size type, number, purpose, or use of Exclusive Use Areas created in the Additional Property. The Developer reserves the right to construct facilities on

the Additional Property and add those facilities to the Condominium Property as Common Elements. By way of example, but not of limitation, facilities that may be constructed and added to the Condominium Property could include rest rooms, and a wash and dump station, all of which are subject to compliance with applicable law, including zoning for the City of North Ridgeville.

A successor owner of the Condominium Property or of any Additional Property added to the Condominium Property who is not an affiliate of the Developer and who is a bona fide purchaser of the property for value, or a purchaser who acquired the property at a sheriff's sale or by deed in lieu of a foreclosure is not liable in damages for harm caused by any action or omission of the Developer or a breach of an obligation by the Developer.

Article XVI. Condominium Instrument Requirements.

A. **General.** Chapter 5311 ORC requires that certain information be provided in the Condominium Instruments. Much of this is provided elsewhere in the Declaration and By-Laws and in other documents, but in order that all such information be provided in this Declaration, various items of that information are set forth in the following sections of this Article.

B. **Association Control.** Except in its capacity as a Unit Owner of unsold Units and as provided in this Declaration for the development and use of the Additional Property, neither Developer nor any agent of the Developer will not retain a property interest in any of the Common Elements after control of the Condominium Property is assumed by the Association. Notwithstanding the foregoing the Developer shall have the right to enter upon the Condominium Property to fulfill any warranty obligations to the Association or Unit Owners.

C. **Limited Warranty.** The following are the limited warranties (and limitations thereon) which Developer gives to the purchasers of Units from the Developer, which are not enforceable by the purchasers unless and until the sale of the Unit to the purchasers is closed.

1. Units. Developer warrants to provide and pay for the full cost of labor and materials for any repair or replacement of structural, mechanical, and other elements pertaining to each Unit occasioned or necessitated by defects in material or workmanship that arise within a period of one (1) year from the date the deed to the purchasers for that Unit is filed for record to good faith.
2. Common Elements. Developer warrants to provide and pay for the full cost of labor and materials for any repair or replacement of the roof and structural components, and mechanical, electrical, plumbing and common service elements serving the Condominium Property or Additional Property as a whole, occasioned or necessitated by defects in material or workmanship that arise within a period of two (2) years as set forth herein. With respect to Condominium Property submitted with the original Declaration the two (2) years period shall commence on the date the deed is filed for record following the sale of the first Unit in the condominium to a purchaser in good faith for value. With respect to Additional Property or any portion thereof added to the Condominium Property the two (2) years period shall commence on the date the deed is filed for record following

the sale of the first Unit in the portion of the Additional Property added to the Condominium to a purchaser in good faith for value.

3. Extended Warranties. Developer hereby assigns to the purchasers of Units from the Developer any warranties which affect any part of the Unit made to Developer that exceed the time period for warranties the Developer has given to the purchasers by this limited warranty. Developer hereby assigns to the Association any warranties made to Developer which affect the Common Elements that exceed the time period for warranties the Developer has given by this limited warranty. This provision shall operate as the assignment of such warranties without the necessity of further documentation.
4. Limitations.
 - a. The Developer has no responsibility or liability whatsoever for damage from any cause whatsoever, other than to repair or replace, at Developer's costs, items containing defects covered by Developer's warranty. The Developer has no liability for loss or damages to the Unit or to anything in the Unit.
 - b. The Developer has no responsibility or liability whatsoever for consequential or incidental damage. This includes losses and damages to the Unit and anything in the Unit.
 - c. Implied warranties, if any, including any implied warranties of merchantability or fitness for any particular purpose, with respect to a Unit are limited to the term of the express warranties contained herein.
 - d. These written warranties are the only express warranties Developer gives to the purchaser unless additional warranties are included in a written contract between Developer and the purchaser. All other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose except those contained in this Declaration, are expressly disclaimed.
 - e. Any request for service must be sent in writing to the Developer at _____ or at such other address as Developer may designate, from time to time, in writing to the purchasers. Developer or Developer's designated representative will enforce performance of Developer's obligations under this warranty within thirty (30) days after receipt of notice of a condition covered by the warranties contained herein, and complete the same as soon as reasonable possible. All work will be done Monday through Friday, 8:00 a.m. to 5:00 p.m.

D. **Developer's Obligations.** Developer will assume the rights and obligations of a Unit Owner in its capacity as Owner of Units which are leased but not yet sold, including, without limitation, the obligation to pay Common Expenses. Developer shall not be obligated for Common Expenses or any other expenses regarding Units it owns prior to the time such Unit is first leased.

Article XVII. Miscellaneous Provisions.

A. The Association shall indemnify any person (including Developer) who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (excluding actions by or in the right of the Association) and whether formal or informal, by reason of the fact that the person is or was a member of the Board, an officer of the Association, or in the case of the Developer exercised the powers and authority of the Association, against expenses (including legal fees), judgments, settlements, penalties and fines actually and reasonably incurred in accordance with such action, suit or proceeding, if the person acted in good faith and in a manner reasonably believed by the person to have been in the best interest of the Association, and with respect to any criminal action or proceeding, the person had no reasonable cause to believe such conduct was unlawful. To the extent that a person who is to receive the benefit of the indemnification granted herein has been successful in the defense of any action, suit or proceeding referred to above on the merits or otherwise, or in the defense of any claim, issue or other matter therein, the Association shall indemnify such person against expenses (including legal fees) actually and reasonably incurred by the person. Any other indemnification shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the person is permissible in the circumstances because the person has met the applicable standard of conduct. Such determination may be made by either: (a) a vote of the Board members who are not at the time parties to such action, suit or proceeding; or (b) if all members of the Board are parties to the proceeding, by a written opinion by independent legal counsel. The costs incurred by the Association to indemnify a person are a Common Expense.

B. Each Unit Owner acknowledges and agrees that such Unit Owner and each Unit and all Condominium Property is subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration and the By-Laws, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and that all impositions and obligations hereby imposed are and shall be deemed and taken to be covenants running with title to the land, and that the same shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such person in like manner as though the provisions of the Declaration and the By-Laws recited and stipulated at length in each and every deed of conveyance.

C. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any delay or failure to enforce the same irrespective of the number of violations or the passage of time.

D. Neither the invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or the By-laws or any part of the same nor the invalidity of the application thereof to any person or circumstance shall impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration. Furthermore, if it is possible to modify the invalid provision or the application thereof so as to make such provision and the application thereof valid, then such provision shall be so modified, rather than being avoided. The modification shall be only to the extent necessary to make the provision valid and shall be accomplished in a manner which preserves to the greatest extent possible the legal, economic, and practical effect of the provision as originally written.

E. The headings set forth in this Declaration are inserted as a matter of convenience only and are for reference and in no way define, limit, or describe the scope or intent of this Declaration nor in any way effect this Declaration.

F. Each Owner, and each mortgagee, and any and all other persons having any interest in the Unit or the Condominium Property hereby irrevocably appoints the Developer and any successor Developer and the Board, as the case may be, as his attorney in fact with full power of substitution in the name of such person or in the name of the Developer or Board or Association, as the case may be, to consent to any action necessary or appropriate to exercise the power and authority reserved to or granted to the Developer, Board or Association by this Declaration, and to execute, deliver, acknowledge and record any document or instrument necessary or appropriate to implement and exercise such powers and authority. This power of attorney is coupled with an interest and is irrevocable.

[End of Declaration – Signatures Follow]

The undersigned has executed this Declaration of Condominium as of _____,
20____.

DEVELOPER:

G&S Property Investments LLC

By:_____

Name:

Title:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by
_____, the _____ of G&S Property Investments LLC, an Ohio limited
liability company, on behalf of the limited liability company.

Notary Public

Printed Name: _____

My Commission Expires:

This instrument prepared by: Christopher R. Mykytiak, Esq.
Hahn, Loeser & Parks LLP
200 Public Square, Suite 2800
Cleveland, Ohio 44114
216-274-2242

After recording return to:

Exhibit A

Legal Description of Land for Phase I

TO BE INSERTED⁵

⁵ Legal Description to be inserted once site plan, parcel consolidation and parcel split are prepared.

Exhibit B
Legal Description of Land for Phase II

TO BE INSERTED⁶

⁶ Legal Description to be inserted once site plan, parcel consolidation and parcel split are prepared.

Exhibit C

Association By-Laws

[STORAGE CONDOMINIUM ASSOCIATION, INC.]⁷

BY-LAWS

ARTICLE I

INTRODUCTION AND DEFINITIONS

Section 1.1 **Introduction.** The within By-Laws are for [Storage Condominium Association, Inc.], a not for profit Ohio Corporation created pursuant to the provisions of Chapter 1702 of the Ohio Revised Code

Section 1.2 **Definitions.** All of the terms used herein have the same meaning as set forth in the Declaration of Condominium for [Storage Condominium], as amended, recorded with the Lorain County Ohio Recorders Office.

Section 1.3 **Applicable Laws.** The Association shall be subject to and governed by the provisions of Chapters 5311 and 1702 of the Ohio Revised Code, provided however, that an inconsistencies between or among the permissive provisions of any statute and any provision of the Declaration and these By-Laws, shall to resolved in favor of the Declaration arid these By-Laws, and any inconsistencies between any provision of the Declaration and these By-Laws and the mandatory provisions of any statute shall be resolved in favor of the statute. In the event of any conflict or inconsistency between the provisions of the Declaration and the Articles or By-Laws of the Association, the terms and provisions of the Declaration shall prevail.

ARTICLE II

THE ASSOCIATION

Section 2.1 **Name and Purpose of the Association.** The name of this Association shall be [Storage Condominium Association, Inc.,] and its sole purpose shall be to manage, govern, administer, operate, regulate and control the [Storage Condominium] in accordance with the Declaration, these By-Laws, the Articles, and applicable law.

Section 2.2 **Membership.** Each Unit Owner, upon acquisition of title to a Unit within the Condominium, shall automatically become and remain a member of the Association until the disposition of the Unit Such membership shall terminate upon the sale or other disposition of the Unit by such Unit Owner, at which time the new Unit Owner of such Unit shall become a member of the Association.

Section 2.3 **Voting Power.** Each Unit shall have one vote, the voting power of which shall be equal to said Unit's percentage interest in the Common Elements. if two or more persons or entities own undivided interests in a Unit, each may exercise the proportion of the voting power equivalent to such person's or entity's proportionate interest in the Unit.

⁷ Name TBD

Section 2.4 Annual Meeting of Unit Owners. The first meeting of the Unit Owners shall be held in Lorain County, Ohio, at a place and time determined by Developer. Thereafter, annual meetings of the Unit Owners shall be held in Lorain County, Ohio, in the first calendar quarter of each year unless a different time is established by a vote of the Unit Owners at an annual meeting. The Board shall set the date, place, and hour of the annual meeting and shall notify Unit Owners as required herein. The purpose of the annual meeting is to elect the necessary members to the Board for the year ensuing and to transact any other business authorized to be transacted by Unit Owners. At the annual meeting, the President and Treasurer shall submit reports in writing for the year ending. The order of business at the annual meeting shall be:

- (a) calling of the roll and certifying proxies
- (b) proof of notice of the meeting or waiver of notice
- (c) reading and disposal of any unapproved minutes
- (d) reports of officers
- (e) reports of committees
- (f) election of directors
- (g) old business
- (h) new business
- (i) adjournment

Section 2.5 Special Meetings of Unit Owners. A special meeting may be called by the President, by the Board, by Unit Owners holding at least twenty-five percent (25%) of the voting power, and when required by Chapter 1702 of the Ohio Revised Code. The business to be transacted at any special meeting shall be set forth in the notice of such meeting. No other business shall be transacted except that business set forth in the notice.

Section 2.6 Quorum. To constitute a quorum at the annual or any special meeting, at least thirty percent (30%) of the voting power of all Unit Owners must be present at such meeting in person or by proxy. At any meeting at which a quorum is present, all questions and business shall be determined by a majority of the voting power present, in person or by proxy, except as otherwise expressly provided in the Articles, Declaration, these By-Laws, or required by law.

Section 2.7 Proxy. Unit Owners may vote or act in person or by proxy. The person appointed as proxy need not be a Unit Owner. Designation by a Unit Owner of a proxy to vote or act on such Owner's behalf shall be in writing, shall be filed with the Secretary of the Association at or before the meeting in which such proxy is to be used, and shall be revocable at any time; provided, however, that revocation of a proxy shall not affect any vote or act previously taken or authorized.

Section 2.8 Actions Without a Meeting. All actions which may be taken at a meeting of the Association may be taken without a meeting provided written notice of the action to be taken is given 30 days in

advance to all Unit Owners, and further provided such action is evidenced by a written consent of the requisite percentage of Unit Owners approving such action as is required by the Articles, Declaration and By-Laws, or applicable law. Such writing shall be filed with the minutes and proceedings of the Association. Such writing may be circulated and signed by the Unit Owners in counterparts.

Section 2.9 Notice of Meetings. Notice of any meeting shall be delivered to each Unit Owner as required herein at least 30 days prior to the date of the meeting and shall specify the place, day, and hour of the meeting, and shall include the agenda for the meeting. The attendance of any Unit Owner at any meeting, without protesting lack of proper notice prior to or at the commencement of the meeting, shall be deemed to be a waiver by such Unit Owner of notice of such meeting. Such notice may also be waived in writing, either before or after the holding of such meeting by any Unit Owner, which writing shall be filed with or entered upon the records of the meeting.

ARTICLE III

BOARD OF DIRECTORS

Section 3.1 Structure. The Board initially shall be those 3 persons named as the initial Directors in the Articles of the Association. Until the Developer waives his right to appoint Directors as provided in the Declaration for the Association or not later than 60 days after all of the Units are sold, whichever is earlier, only the Developer shall appoint Directors. Within 60 days after the Developer waives his right to appoint Directors, or 60 days after all the Units are sold, a meeting of the Association shall be held at which all Directors shall be elected by the Unit Owners, including the Developer. For the purposes hereof, "all of the Units" means 116 Units. The Unit Owners, including the Developer shall, except as provided below, elect 5 Directors. The term of office of the 5 Directors so elected shall be as follows:

2 Directors shall be elected for a term of one year.

2 Directors shall be elected for a term of two years

1 Director shall be elected for a term of three years.

Thereafter, all Directors elected shall serve three (3) year terms

Section 3.2 Number and Qualifications. Once the initial 3 Directors are replaced as provided above, the Board shall consist of 5 persons, all of whom, except as otherwise provided, must be Unit Owners. The spouse of a Unit Owner who does not hold any fee interest in the Unit may serve as a Director. A Unit Owner that is not a natural person, such as a corporation, limited liability company, partnership, trust, or other type of entity may designate, from time to time, in writing to the Association a person to represent the entity. The person so designated may serve as a Director. The person's right to serve as a Director terminates automatically if the entity terminates such person as its designated representative. The termination of the designation shall create a vacancy on the Board. No Director appointed by Developer need be an Unit Owner. Notwithstanding the foregoing, if after the initial 3 Directors are replaced there are fewer than 5 Unit Owners in the Association the number of Directors shall be equal to the number of Unit Owners and each Unit Owner shall be a Director.

Section 3.3 Election of Directors: Vacancies. The Directors shall be elected at each annual meeting of Unit Owners or at a special meeting called for the purpose of electing Directors. At a meeting of Unit Owners at which Directors are to be elected, only persons duly nominated as candidates shall be eligible for election as Directors and the candidates receiving the greatest number of votes shall be elected. Election of Directors shall be by secret written ballot. In the event of any vacancy, the remaining Directors shall, by majority vote, elect a person to fill the vacancy. Such person selected by the Board to fill the vacancy shall serve until the next annual meeting of Unit Owners, at which time the Unit Owners shall elect a person to fill the unexpired term of the Director whose seat on the Board was vacated.

Section 3.4 Term of Office; Resignation. Each Director shall hold office until a successor is elected and takes office, or until resignation, removal from office, death, or termination of a designated representative, whichever is earlier. Any Director may resign at any time by a writing to that effect delivered to the Secretary of the Association.

Section 3.5 Organizational Meeting. Immediately after each annual meeting of Unit Owners, the newly elected Directors and those Directors whose terms hold over shall hold an organizational meeting for the purpose of electing Officers of the Board and Officers of the Association, and transacting any other business. Notice of such meeting need not be given.

Section 3.6 Regular Meetings. Regular meetings of the Board shall be held at least once each calendar quarter at such times and places as shall be determined by a majority of the Directors.

Section 3.7 Special Meeting. Special meetings of the Board may be held at any time upon call by the President or a majority of the Directors. Written notice of the time and place of each such meeting shall be given to each Director, either by personal delivery or by mail, telegram, electronically including telefax or e-mail, or telephone at least twenty-four (24) hours before the meeting, which notice shall specify the purposes of the meeting. No business other than that specified in the notice shall be conducted at such meeting. The attendance of any Director at any such meeting, without protesting lack of proper notice prior to or at the commencement of the meeting, shall be deemed to be a waiver by such Director of notice of such meeting. Such notice may also be waived in writing, either before or after the holding of such meeting by any Director, which writing shall be filed with or entered upon the records of the meeting.

Section 3.8 Electronic Meetings. Meetings may be held by any method of communication, including electronic or telephonic, provided that each member of the Board can hear, participate, and respond to every other member of the Board.

Section 3.9 Actions Without a Meeting. All actions which may be taken at a meeting of the Board, may be taken without a meeting with the unanimous consent in writing of all of the Directors. Such writing or writings, signed by each Director shall be filed with the minutes and proceedings of the Board. Such writing may be circulated and signed by the Directors in counterparts. Electronic signatures are effective.

Section 3.10 Quorum. A quorum of the Board shall consist of a majority of the Directors then in office. A majority of the Directors present at a meeting duly held, whether or not a quorum is present, may adjourn such meeting from time to time. If any meeting is adjourned, notice of such adjournment shall be given to all Directors. At each meeting of the Board at which a quorum is present, all questions and

business shall be determined by a majority vote of those present, in person or by proxy, except as may be otherwise expressly provided in the Articles, Declaration, these By-Laws, or required by law.

Section 3.11 Removal. At any regular or special meeting of the Unit Owners duly called, at which a quorum shall be present, any one or more of the Directors may be removed, with or without cause, upon the affirmative vote of the majority of voting power the Unit Owners present in person or by proxy at such meeting. Any Director whose removal has been proposed shall be given an opportunity to be heard at such meeting.

Section 3.12 Powers of the Board. All powers, authority, and responsibilities of the Association under law, and as otherwise provided In the Articles, these By-Laws and the Declaration shall be vested in and administered by and through the Board, excepting only those powers and authority reserved to the Unit Owners.

Section 3.13 Compensation. No Director shall receive any compensation for serving as either a member or officer of the Board, unless such compensation is approved by the Unit Owners at a meeting in which a Quorum is present. Directors may, without the approval of the Unit Owners, be reimbursed for actual out of pocket expenses made in the performance of their duties, upon the approval of a majority of the other Directors.

Section 3.14 Officers of the Board. The Board shall elect a Chairman, Vice Chairman, and a Secretary of the Board from among the members of the Board. The Chairman shall preside at all meetings of the Board. In the absence or disability of the Chairman, the Vice Chairman will perform all the duties of the Chairman, and when so acting will have all the powers of the Chairman. The Secretary shall record the votes and keep the minutes and proceedings of the meetings of the Board, all resolutions and actions of the Board, and serve notices of meetings of the Board. Any officer of the Board shall have the authority to execute and certify resolutions and actions of the Board. Any person may hold more than one office.

ARTICLE IV

OFFICERS

Section 4.1 Election and Designation of Officers; Committees. As soon as reasonably possible after the election of the Board each year at the annual meeting of the Unit Owners, the Board shall meet and elect officers of the Association and the Board, and designate such other employees and agents as it shall determine. The Board may also appoint an executive committee or special committees. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, and such other officers as the Board shall determine. Directors may be officers of the Association, but officers of the Association need not be Directors. An officer must be a Unit Owner, the spouse of a Unit Owner, or the designated representative of an entity that is a Unit Owner. One person may hold more than one office.

Section 4.2 Term of Office; Removal; Vacancies. Officers of the Association shall be elected for a term of 1 year by the Board and serve until their successors are elected and take office or their resignation, removal, termination of such person as a representative for a Unit Owner that is an entity, or death, whichever is earlier. Any officer or employee elected or appointed by the Board may be removed at any time upon a vote of a majority of the whole Board. Any vacancy in any office may be filled by a vote of the majority of the remaining Board.

Section 4.3 **Duties of Officers.** The duties of the Officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:

- (a) **President.** The President shall preside at all meetings of the Unit Owners, shall have authority to see that all orders and resolutions of the Board and Unit Owners are carried out, and shall sign all legal instruments on behalf of the Association.
- (b) **Vice President.** In the absence or disability of the President, the Vice President will perform all the duties of the President, and when so acting will have all the powers of the President.
- (c) **Secretary.** The Secretary shall record the votes and keep the minutes and proceedings of the meetings of the Unit Owners, serve notices of meetings of the Unit Owners, and shall keep all other corporate, administrative, and operating records of the Association.
- (d) **Treasurer** The Treasurer shall keep and maintain all financial records of the Association. The Treasurer shall assume the responsibility of the receipt and deposit of all monies of the Association, the disbursement of such funds as directed by resolution of the Board, the keeping of proper books of account, the preparation of an annual budget and a statement of income and expenditures to be presented to the Unit Owners at the annual meetings, and the delivery or mailings of a copy of each to each of the Unit Owners.

Section 4.4 Compensation. No officer of the Association shall receive any compensation for serving as an officer unless such compensation is approved by the Unit Owners at a meeting in which a quorum is present. Officers of the Association may be reimbursed for actual out of pocket expenses made in the performance of their duties upon approval of the Board.

ARTICLE V

GENERAL PROVISIONS

Section 5.1 **Association Records.** The Association shall keep the following records:

- (a) Correct and complete books and records of account that specify the receipts and expenditures relating to the Common Elements and other common receipts and expenses,
- (b) Records showing the allocation, distribution and collection of the Common Profits, Losses, and Expenses among and from Unit Owners,
- (c) Minutes of the meetings of the Association and the Board,
- (d) A record of the names and addresses of each Unit owner and their respective undivided interests in the Common Elements,
- (e) The Declaration, the By-Laws, the Drawings and the Amendments thereto, and Articles of Incorporation of the Association,
- (f) All other documents to be kept and maintained, in accordance with the Declaration, these By-Laws, Rules and Regulations of the Association, or applicable law.

Section 5.2 Unit Owners Duty to Disclose Unit information. Within 30 days after acquiring title to a Unit each Unit Owner shall provide the Association with all of the following information:

- (a) The home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit,
- (b) The name, business address, and business telephone number of any person who manages the Unit Owner's Unit within 30 days after any change to any of the foregoing information the Unit Owner shall ratify the Association in writing of such change. The Board may request a Unit Owner to verify or update information and within 30 of such request the Unit Owner shall provide the Board in writing with an update of such information. Failure of a Unit Owner to provide the Association with the foregoing information as and when required is a violation of these By-Laws. Any Unit Owner violating these provision will be responsible to, and shall pay, the Association for all damages, costs and expenses mimed by the Association, including attorney's fees and paralegal fees, as a result of the Unit Owner's failure to comply with this provision.

Section 5.3 Right to Examine Records. Except as otherwise provided below, Unit Owners may examine and copy books, records, and minutes of the Association by giving the Board and/or the Association written notice of the records to be examined or copied, subject however, to such standards, rules, and restrictions as the Board may adopt concerning times at which such records are available for such examination, copying, the location at which the documents may be examined of copied, and reasonable fees of copying any documents. Neither the Association nor the Board is required to permit the examination or copying of:

- (a) Any information that pertains to personnel records or a personnel matter,
- (b) Communications with legal counsel or any attorney work product,
- (c) Information pertaining to pending litigation,
- (d) Information that pertains to contracts or transactions currently under negotiation,
- (e) Information that is contained in a contract or other agreement containing confidentiality requirements that is subject to those confidentiality requirements,
- (f) Information that relates to the enforcement of the Declaration, By-Laws, or Rules of the Association against Unit Owners or Occupants,
- (g) Information, the disclosure of which is prohibited by State or Federal Law.

Section 5.4 Annual Audit. The financial records of the Association shall be reviewed at each meeting of the Board and shall be reviewed prior to the annual meeting. If requested by two (2) members of the Board, a review or an audit, as deemed necessary by the Board, shall be made by a certified public accountant. In addition, and at any time requested by Unit Owners holding not less than 30% of the voting power, the Board shall cause an audit or a review (as requested) to be made by a certified public accountant or other person designated by the persons requesting the review or audit. The cost of any review or audit shall be part of the Common Expenses.

Section 5.5 Comes of Notice to Mortgage Lenders. Upon written request to the Board, the holder of any recorded mortgage against any Unit within the Condominium may be given a copy of any or all notices permitted or required by the Declaration or these By-Laws to be given to the Unit Owner whose Unit is subject to such mortgage. The Association shall incur no liability for failure to provide mortgagees with copies of such notices. The Association may charge a reasonable fee for providing copies of notices to third parties.

Section 5.6 Non-waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in the Declaration, the Articles, or these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce or comply with the same, irrespective of the number of times such failure may occur.

Section 5.7 Severability. The invalidity of any other provision of these By-Laws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these By-Laws. Furthermore, if it is possible to modify the invalid provision so as to make such provision valid, then such provision shall be deemed to be so modified, rather than being avoided. The modification shall only be to the extent necessary to make the provision valid and shall be accomplished in the manner that shall preserve, to the greatest extent possible, the legal, economic and practical effect of the provision as originally written.

Section 5.8 Amendment. These By-Laws may be amended in the same manner as the Declaration may be amended. An amendment to these By-Laws accomplished in the same manner and requires the same voting approvals as an amendment to the Declaration.

Section 5.9 Notices. Unless another method of notice is otherwise provided in a specific provision of the Declaration or these By-laws, all notices required or permitted under the terms of the Declaration, these By-Laws, or by law shall be given in writing by (i) mailing a copy of such notice, postage prepaid, addressed to the Unit Owner at the address specified by the Unit Owner to the Association in accordance with these By-laws, or to such other address as such Unit Owner has supplied to the Association in writing for the purpose of notice, or (ii) hand delivering a copy of such notice to such Unit Owner, or (iii) electronically transmitting such notice to the Unit Owner at such address as the Unit Owner has designated in writing to the Association for the receipt of notice, or (iv) if the Unit Owner has not provided the Association with an address for notice, mailing said notice of postage prepay or hand delivering a copy of the notice to the Unit. Notices that are mailed or otherwise transmitted are effective on the date of making or transmission. Notices which are hand delivered are effective on delivery. If a Unit is owned by more than one person or entity, the delivery to any Owner is effective notice to all Owners. Notices to the Association must be in writing and are effective when received by the Association. Notices are to be delivered to the Association at its business office or to the statutory agent shown on the records of the Secretary of State.

Exhibit D
Drawings (Site Plan)

TO BE ATTACHED

Exhibit E
Drawings (Unit Designations)

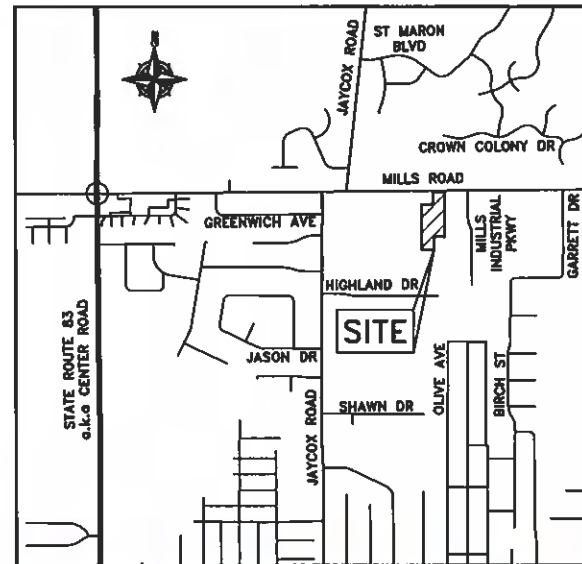
TO BE ATTACHED

Exhibit F

Depiction and Description of Access Driveway⁸

TO BE ATTACHED

⁸ Legal Description and depiction to be inserted once site plan, parcel consolidation and parcel split are prepared.



VICINITY MAP
NOT TO SCALE

MILLS ROAD STORAGE UNITS

PRELIMINARY PLAN

SITUATED IN THE CITY OF NORTH RIDGEVILLE, COUNTY OF LORAIN, STATE OF OHIO



ZONING CLASSIFICATION

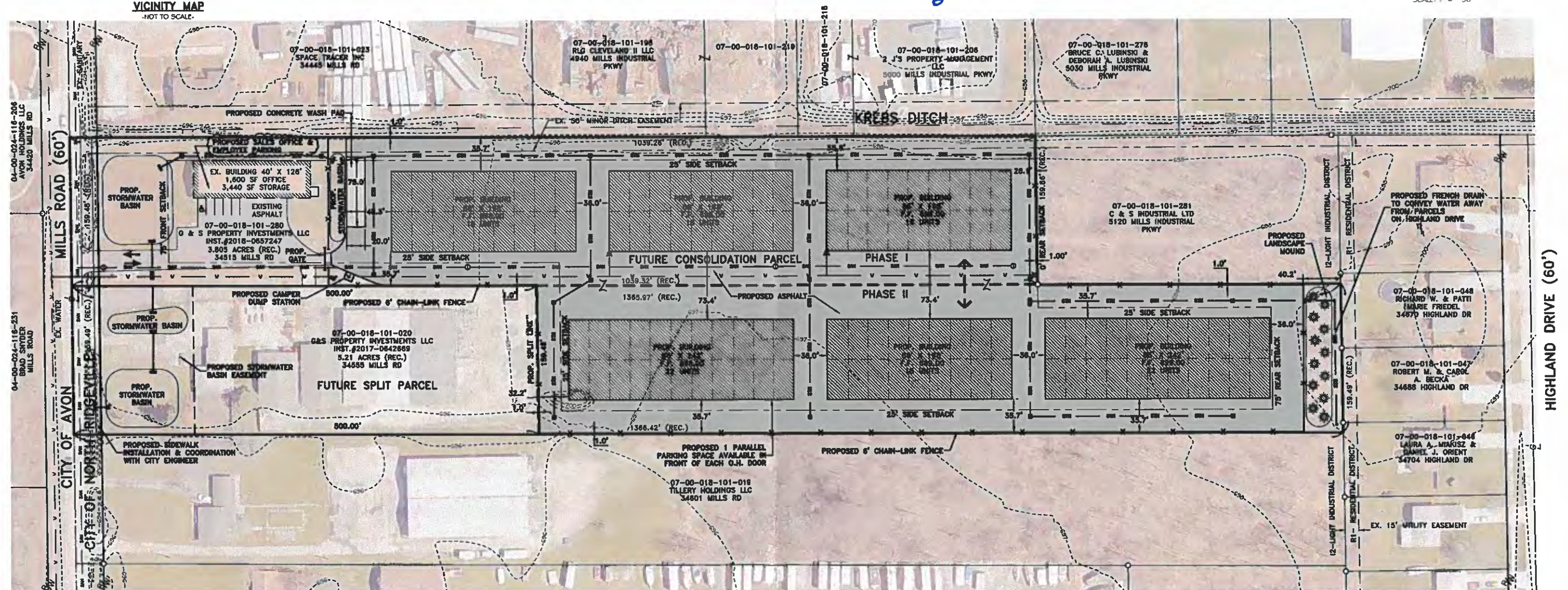
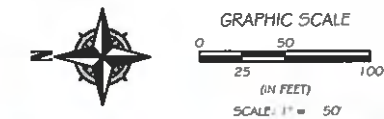
THE SUBJECT PREMISES IS LOCATED WITHIN ZONE "LIGHT INDUSTRIAL DISTRICT (I-2)" AS SHOWN ON THE ZONE MAP FOR THE CITY OF NORTH RIDGEVILLE

BUILDING REQUIREMENTS:
BUILDING HEIGHT: 60 FEET MAXIMUM
FRONT YARD SETBACK: 75 FEET MINIMUM
SIDE YARD SETBACK: 25 FEET MINIMUM (ABUTTING NON-RESIDENTIAL)
75 FEET MINIMUM (ABUTTING RESIDENTIAL)
REAR YARD SETBACK: NONE (ABUTTING NON-RESIDENTIAL)
75 FEET MINIMUM (ABUTTING RESIDENTIAL)
LOT COVERAGE: NO MORE THAN 60% FOR BUILDINGS & ACCESSORY BUILDINGS

PARKING REQUIREMENTS:
WAREHOUSE & STORAGE: SUFFICIENT PARKING SPACE TO ACCOMMODATE EMPLOYEES AND THE LOADING AND UNLOADING OF MATERIALS.

PARKING PROVIDED:
1 SPACE FOR EVERY STORAGE TENANT (PARALLEL WITH EACH O.H. GARAGE DOOR)
1 SPACE FOR EACH EMPLOYEE (3 EMPLOYEES)
2 SPACES FOR LEASE CUSTOMERS (1 HANDICAP)
116 + 3 + 2 = 121 PARKING SPACES PROVIDED

PROPOSED PHASE 1: (3) BUILDINGS WITH 54 UNITS
PROPOSED PHASE 2: (3) BUILDINGS WITH 82 UNITS
TOTAL OVERALL: (6) BUILDINGS WITH 116 UNITS



-NOT FOR CONSTRUCTION-

REV	BY	DATE	DESCRIPTION
1	RAF	04-10-2019	ISSUE TO CLIENT
2	RAF	05-21-2019	ISSUE TO CLIENT
3	RAF	06-11-2019	ISSUE TO CLIENT

UNDERGROUND UTILITIES

TWO WORKING DAYS
BEFORE YOU DIG
CALL 1-800-362-2764 (TOLL FREE)
OHIO UTILITIES PROTECTION SERVICE
NON-EMERGENCY MUST BE CALLED DIRECTLY
CALL 1-800-925-0988 (TOLL FREE)
OR A GAS PRODUCERS' UNDERGROUND PROTECTION SERVICE

CONCEPTUAL PLAN NOTE:

THIS PLAN IS CONCEPTUAL ONLY. PROPOSED IMPROVEMENTS ARE SUBJECT TO FIELD SURVEY, FINAL ENGINEERING, AND JURISDICTIONAL REVIEW. THE SITE DESIGN MAY CHANGE. STORMWATER BASINS AND PROPOSED UTILITIES ARE SHOWN FOR INTENT ONLY. CONTOURS SHOWN BASED ON LORAIN COUNTY RECORD DATA.

EXISTING UNDERGROUND UTILITIES NOTE:

THE SIZE & LOCATION, BOTH HORIZONTAL AND VERTICAL, OF THE UNDERGROUND UTILITIES SHOWN HEREON, HAVE BEEN OBTAINED BY A SEARCH OF AVAILABLE RECORDS. VERIFICATION BY FIELD OBSERVATION HAS BEEN CONDUCTED WHERE PRACTICAL. HOWEVER, RAFTER A., LTD DOES NOT GUARANTEE THE COMPLETENESS NOR ACCURACY THEREOF.

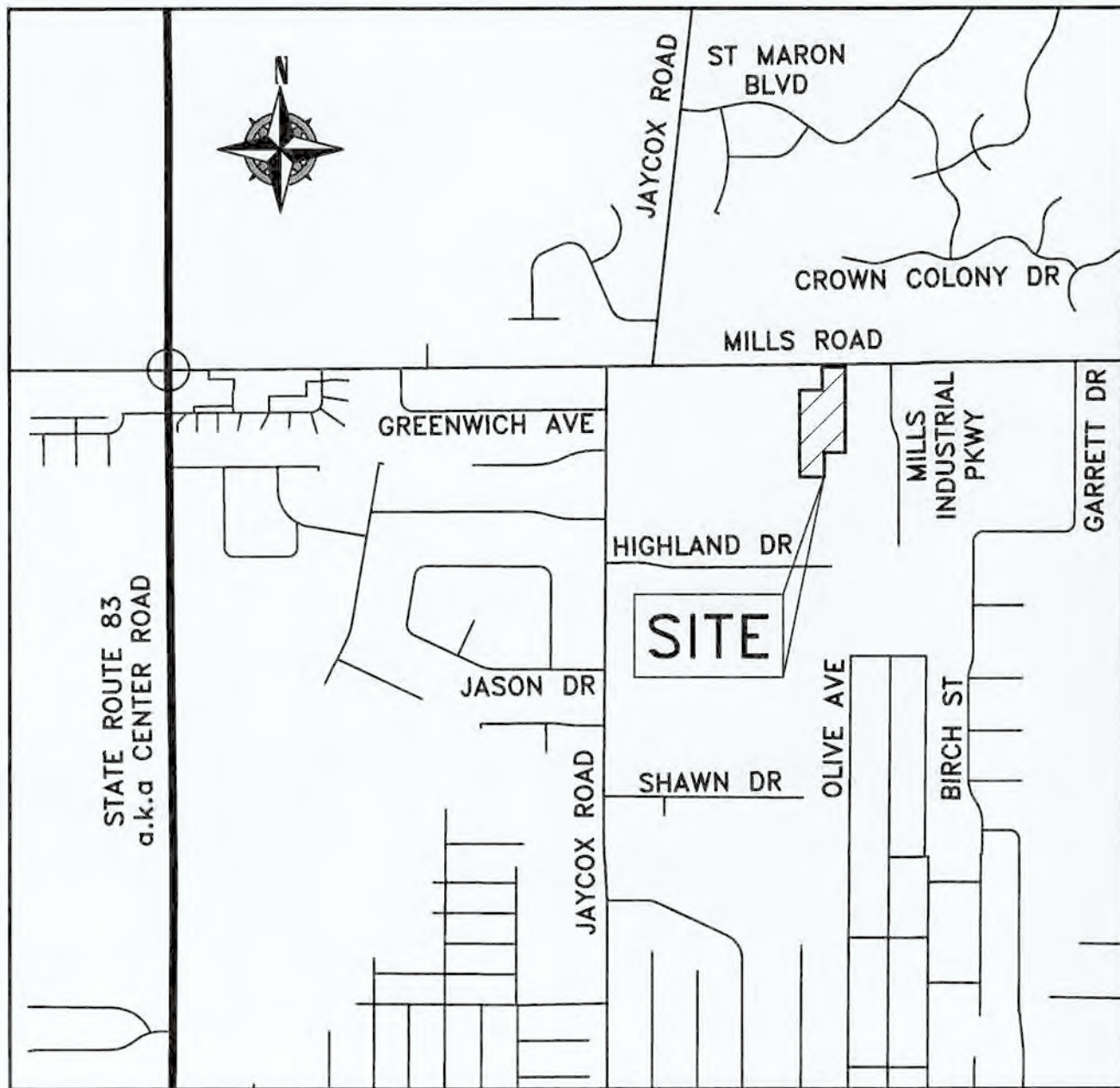
MILLS ROAD STORAGE UNITS
PRELIMINARY PLAN
SITUATED IN THE CITY OF NORTH RIDGEVILLE,
COUNTY OF LORAIN, STATE OF OHIO

G&S PROPERTY INVESTMENTS, LLC
1900 RADCLIFFE DRIVE
WESTLAKE, OHIO 44145

RAFTER A., LTD
LAND SURVEYING & ENGINEERING
Office: 440-458-8294
Fax: 440-458-4483
info@raftera.com

700 Oberlin-Elyria Road
Elyria, Ohio 44035
www.raftera.com

DRAWN BY: JMD
JOB No: 2131-18
CHECKED BY: RAF
SHEET 1 of 1



VICINITY MAP
-NOT TO SCALE-

MILLS ROAD STORAGE UNITS

PRELIMINARY PLAN

SITUATED IN THE CITY OF NORTH RIDGEVILLE, COUNTY OF LORAIN, STATE OF OHIO



ZONING CLASSIFICATION

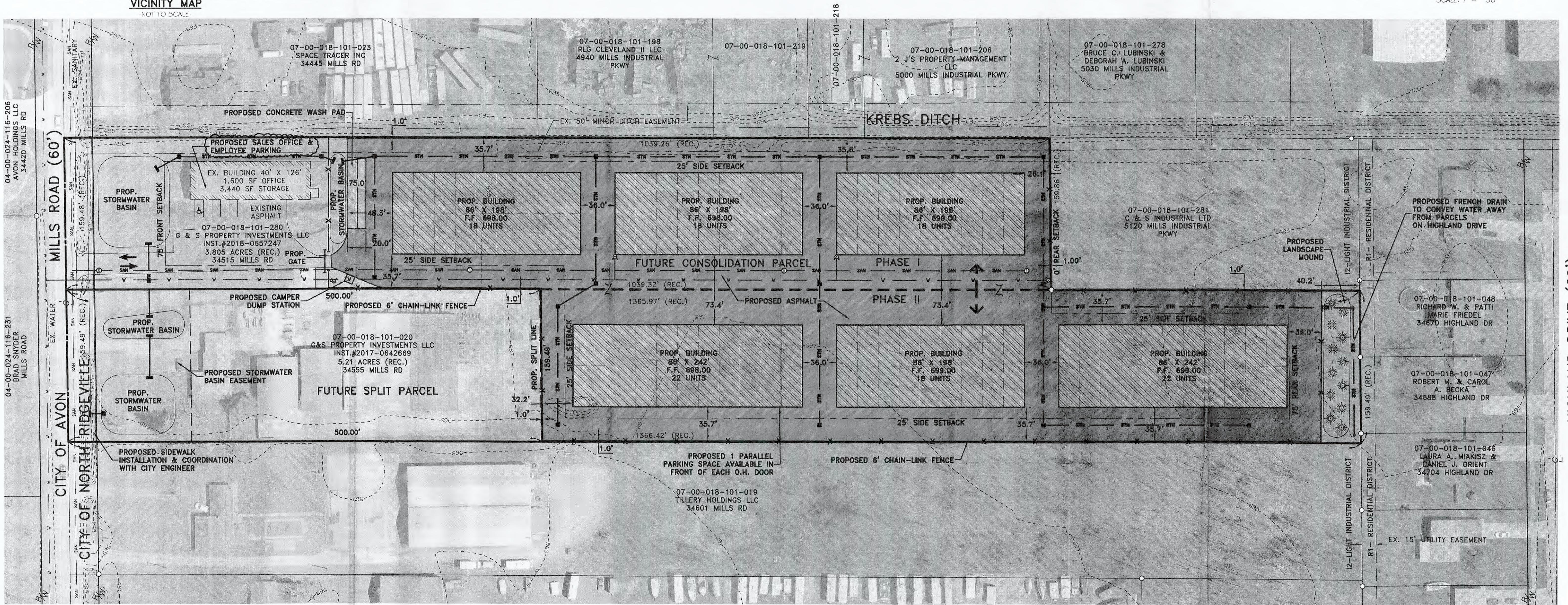
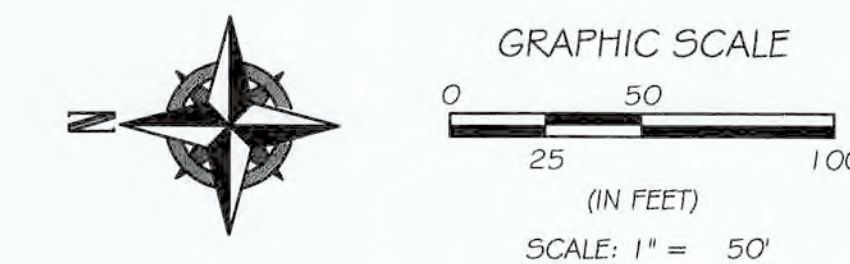
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REAR YARD SETBACK: NONE (ABUTTING NON-RESIDENTIAL)
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LOT COVERAGE: NO MORE THAN 60% FOR BUILDINGS & ACCESSORY BUILDINGS

PARKING REQUIREMENTS:
WAREHOUSE & STORAGE: SUFFICIENT PARKING SPACE TO ACCOMMODATE EMPLOYEES AND THE LOADING AND UNLOADING OF MATERIALS.

PARKING PROVIDED:
1 SPACE FOR EVERY STORAGE TENANT (PARALLEL WITH EACH O.H. GARAGE DOOR)
1 SPACE FOR EACH EMPLOYEE (3 EMPLOYEES)
2 SPACES FOR LEASE CUSTOMERS (1 HANDICAP)
116 + 3 + 2 = 121 PARKING SPACES PROVIDED

PROPOSED PHASE 1: (3) BUILDINGS WITH 54 UNITS
PROPOSED PHASE 2: (3) BUILDINGS WITH 62 UNITS
TOTAL OVERALL: (6) BUILDINGS WITH 116 UNITS



-NOT FOR CONSTRUCTION-

REV.	BY	DATE	DESCRIPTION
1	RAF	04-18-2019	ISSUE TO CLIENT
2	RAF	05-21-2019	ISSUE TO CLIENT
3	RAF	06-11-2019	ISSUE TO CLIENT

UNDERGROUND UTILITIES
TWO WORKING DAYS BEFORE YOU DIG CALL 1-800-362-2764 (TOLL FREE) OHIO UTILITIES PROTECTION SERVICE NON-MEMBERS MUST BE CALLED DIRECTLY CALL 1-800-925-0988 (TOLL FREE) OIL & GAS PRODUCERS' UNDERGROUND PROTECTION SERVICE

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EXISTING UNDERGROUND UTILITIES NOTE:
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MILLS ROAD STORAGE UNITS
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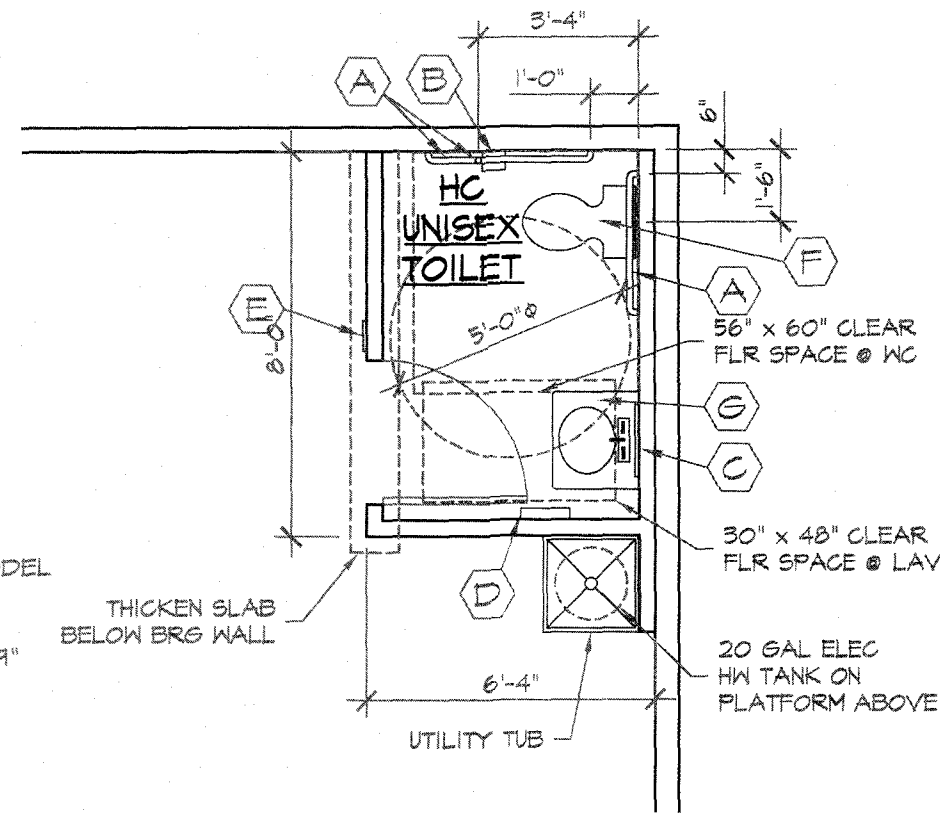
700 Oberlin-Elyria Road
Elyria, Ohio 44035
www.raftera.com

DRAWN BY: JAD
JOB No: 2131-18

CHECKED BY: RAF
SHEET 1 of 1

H.C. ACCESSORY SCHEDULE

- (A) 36" AND 42" LONG STAINLESS STEEL GRAB BARS; MOUNT WITH ϕ 3/8" A.F.F. 1/8" VERT GRAB BAR WITH BOTTOM ϕ 40" A.F.F.; INSTALL USING CONCEALED WOOD BLKS. IN STUD WALLS; INSTALL WITH ANCHORS CAPABLE OF SUPPORTING 250# POINT LOAD AT ANY POINT ON BAR.
- (B) TOILET PAPER HOLDER - SINGLE ROLL, SURFACE MOUNTED @ 18" A.F.F.
- (C) SURFACE MOUNTED MIRROR, 24" X 42", MOUNT WITH BOT. @ 40" A.F.F.
- (D) PAPER TOWEL DISPENSER, SURFACE MOUNTED WITH BOTTOM @ 40" A.F.F.
- (E) ENGRAVED ADA, HANDICAPPED ACCESSIBLE UNISEX TOILET ROOM SIGN (WITH BRAILLE PLATE) MOUNT WITH ϕ 60" A.F.F.
- (F) H.C. WATERCLOSET W/ RIM @ 17" A.F.F. GERBER MODEL #21T18 TANK TYPE W/ OPEN FRONT (OR EQUAL)
- (G) H.C. LAVATORY W/ RIM @ 34" MAX. AND MIN. OF 24" CLR. BELOW TO BE EQUIPPED W/ LEVER HANDLES OR OTHER APPROVED CONTROLS. ALL EXPOSED PIPES TO BE INSULATED.



ENLARGED H.C. TOILET ROOM PLAN
SCALE: 1/4" = 1'-0"

DOOR SCHEDULE							
NO.	MAT'L	W.	H.	TH.	FRAME	HDL.	REMARKS
D1	STL	3'-0"	6'-8"	1 3/4"	HM	LOCKSET CLOSER	INSUL 6 PANEL STL DOOR TO BE READILY OPENABLE FROM EGRESS SIDE W/6 KEY OR SPECIAL KNOWLEDGE/
D2	STL	12'-0"	14'-0"	1 5/8"	-	-	INSUL OH DOOR EQUIPPED W/ AUTOMATIC OPENER
D3	STL	3'-0"	6'-8"	1 3/4"	HM	PRIVACY	H.C. ACCESSIBLE LEVER HANDLES.

FINISH SCHEDULE								
NO.	ROOM NAME	BASE	FLOOR	WALLS			CEILING	HGT.
				N.	E.	W.	S.	
	TYP UNIT	-	CONC	GYF BD PAINT			21 GA MTL	16'-0"
	UNISEX TOILET	6" VINYL	VCT	GYF BD PAINT			TEXTURED GYP BD	8'-0"

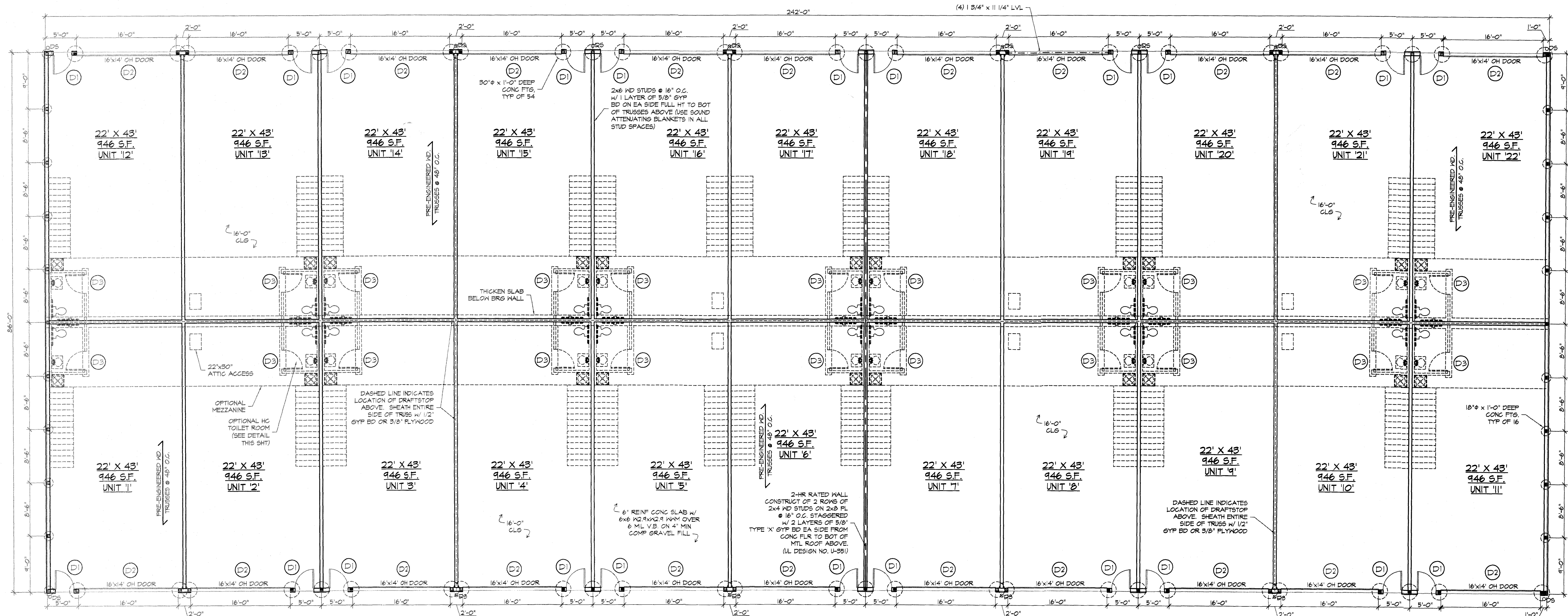
DESIGN LOADS	
TRUSS DESIGN LOADS (FOR 4'-0" SPACING)	
TOP CHORD	25 P.S.F.
DL	10 P.S.F.
BOTTOM CHORD DL	5 P.S.F.
TOTAL LOAD	40 P.S.F.
FIRST FLOOR LIVE LOAD	125 PSF (PER OBC TABLE 1607.1)
ROOF LIVE LOAD	25 P.S.F. + DRIFTING
(SNOW LOAD)	
GROUND SNOW LOAD	PS = 20 PSF (NOT USED)
FLAT ROOF SNOW LOAD	PF = 18 PSF (NOT USED)
MINIMUM RAIN ON SNOW SURCHARGE	25 PSF (NOT USED)
SNOW EXPOSURE FACTOR C _e	= 1.0
SNOW IMPORTANCE I	= 1.0
THERMAL FACTOR C _t	= 1.0
BASIC WIND SPEED	90 MPH
WIND EXPOSURE CLASSIFICATION	EXPOSURE 'B'
WIND IMPORTANCE FACTOR	1.0
CLADDING WIND PRESSURES	13.4 PSF (INWARD)
LEEWARD	18.2 PSF (SUCTION)
SEISMIC USE GROUP	GROUP 1
SITE CLASS	D
BASIC SEISMIC FORCE RESISTING SYSTEM	BRACED FRAME
DESIGN CATEGORY	B
ANALYSIS PER	OBC 1613.5
DESIGN SOIL PRESSURE	2,000 P.S.F. (ASSUMED)

CODE REVIEW	
USE GROUP : S-1	
CONSTRUCTION TYPE : V B	
BUILDING AREA : 20,812 (22 UNIT BLDG)	
17,028 (18 UNIT BLDG)	

DRAWING INDEX	
A-1	CODE REVIEW, DRAWING INDEX, DESIGN LOADS, FLOOR PLAN, DOOR & FINISH SCHEDULE, FOUNDATION LEGEND, ENLARGED H.C. TOILET ROOM PLAN, H.C. ACCESSORY SCHEDULE, FLOOR PLAN
A-2	BUILDING ELEVATIONS, WALL SECTION, MEZZANINE PLAN & SECTIONS
A-3	FLOOR PLAN (198' BUILDING)

FOUNDATION LEGEND	
○	18" ϕ X 1'-0" DEEP CONC FTG 16 REQ'D
○	30" ϕ X 1'-0" DEEP CONC FTG 54 REQ'D

FOUNDATION NOTES
CONCRETE IN FOUNDATIONS SHALL DEVELOP A COMPRESSIVE STRENGTH OF 5,000 PSI IN 28 DAYS. ALL OTHER CONCRETE SHALL BE 4,000 PSI IN 28 DAYS. EXTERIOR CONCRETE TO BE 4,000 PSI IN 28 DAYS WITH AIR ENTRAINMENT TO MEET ASTM C 260, SPECIFICALLY 6% AIR ENTRAINMENT $\pm$ 1%.

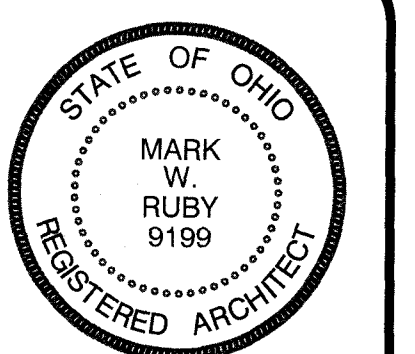


FLOOR PLAN
SCALE: 1/8" = 1'-0"

REVISIONS BY	

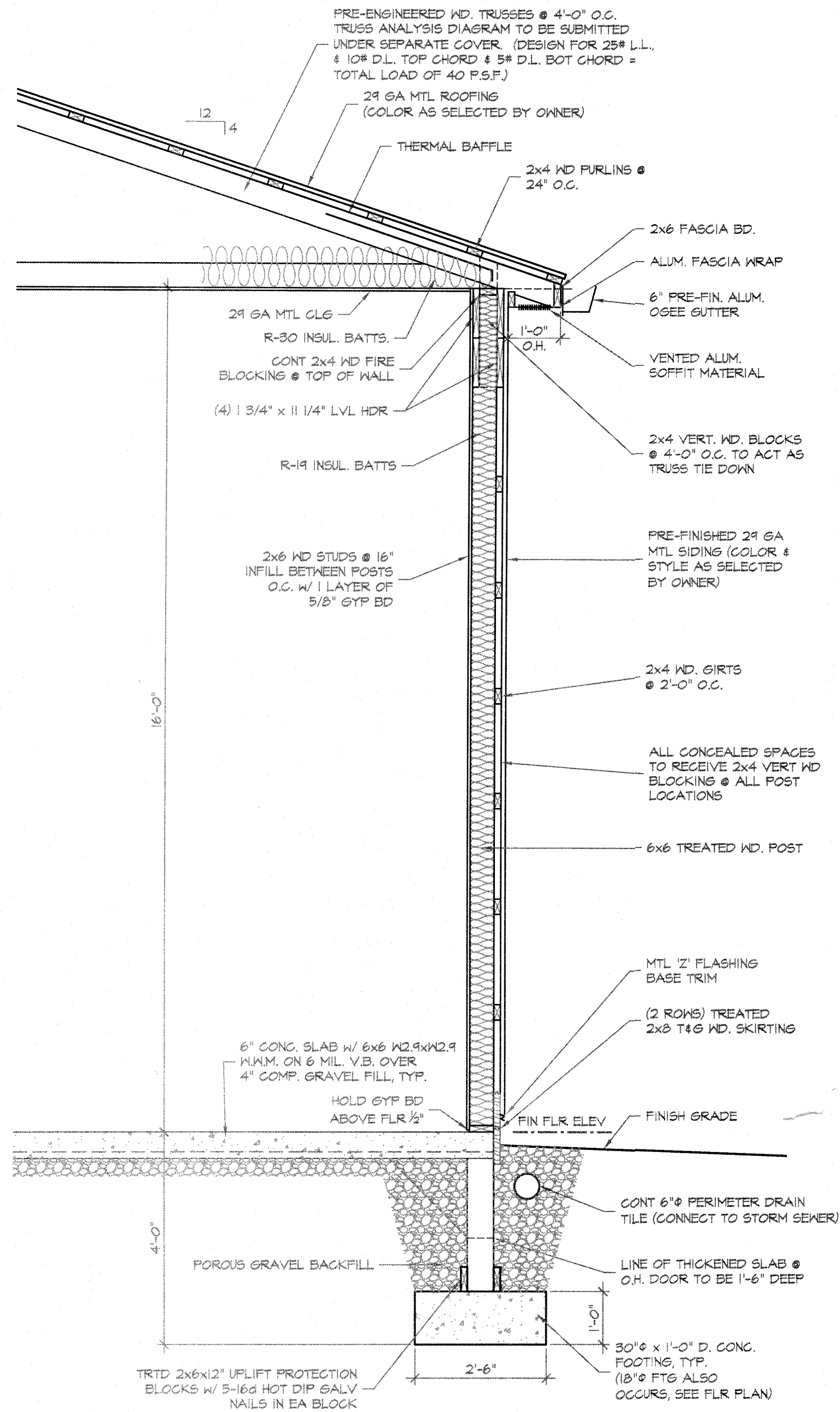
MARK W. RUBY
ARCHITECT
189 NORTH LEAVITT ROAD SUITE 201
AMHERST OH 44001
(440) 986-2091

NEW LOCATION FOR
MILLS ROAD STORAGE UNITS
34555 MILLS RD.
NORTH RIDGEVILLE, OH

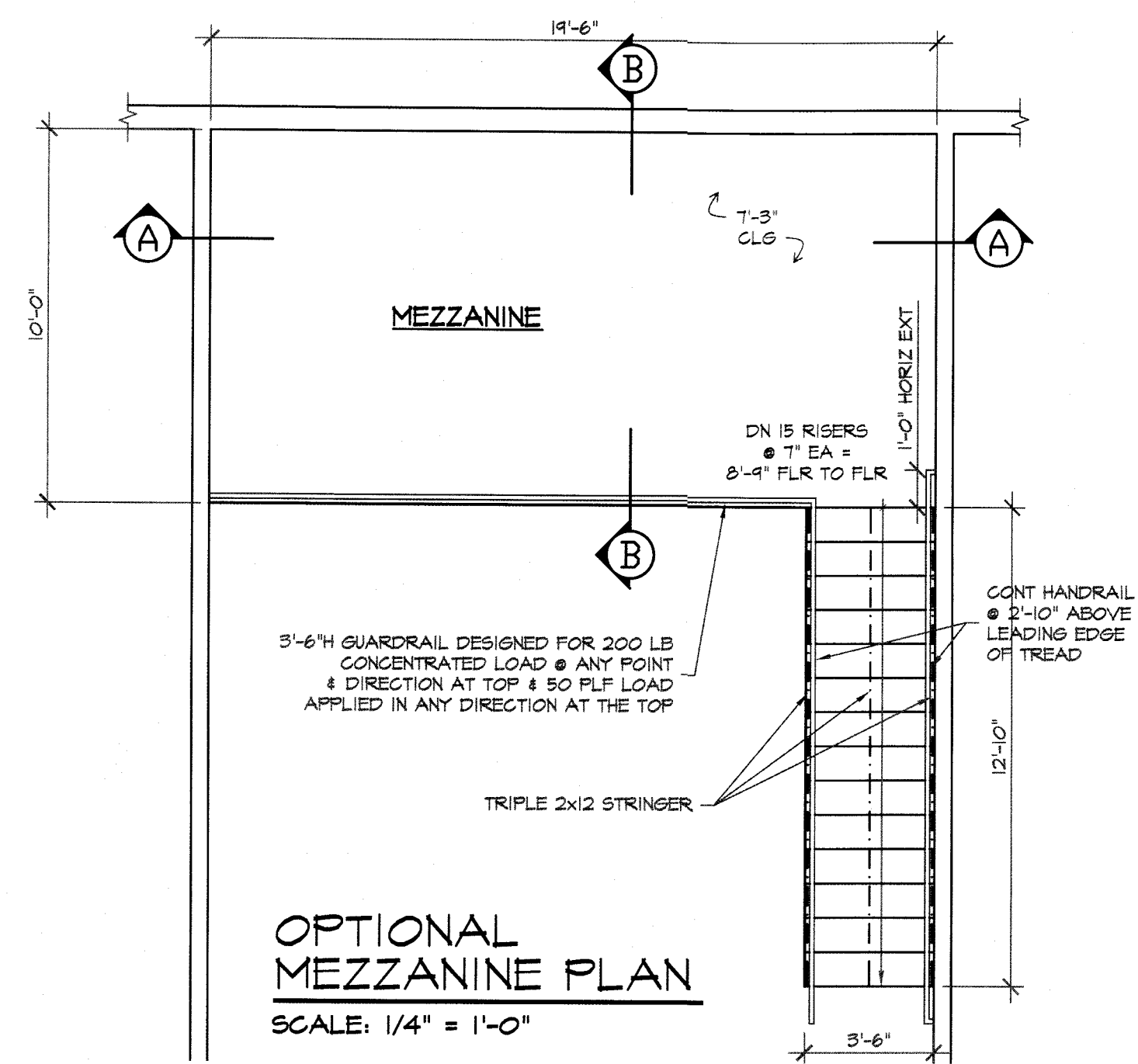


DATE 5/21/19
PROJ. 1924
SHEET

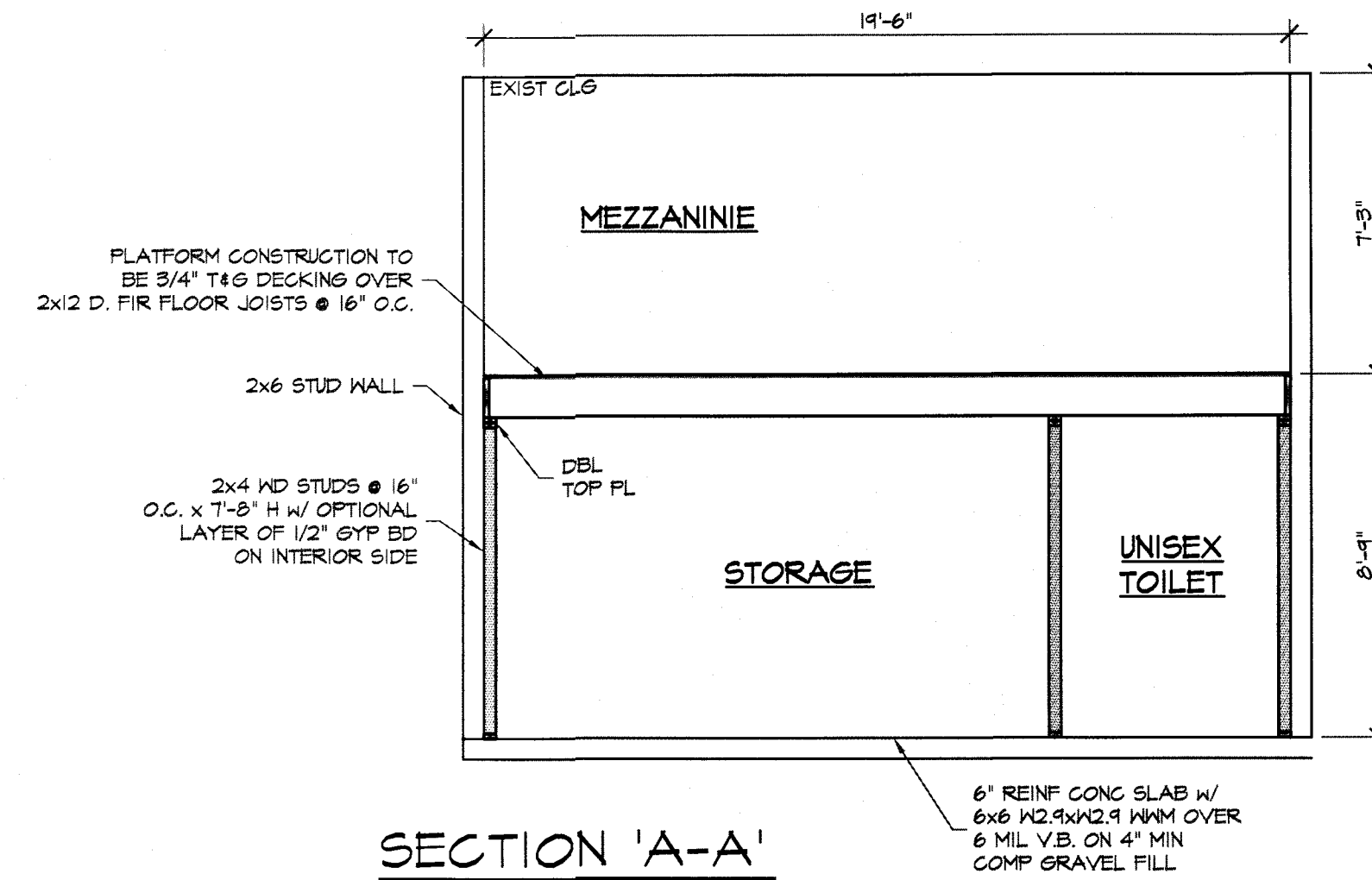
A-1



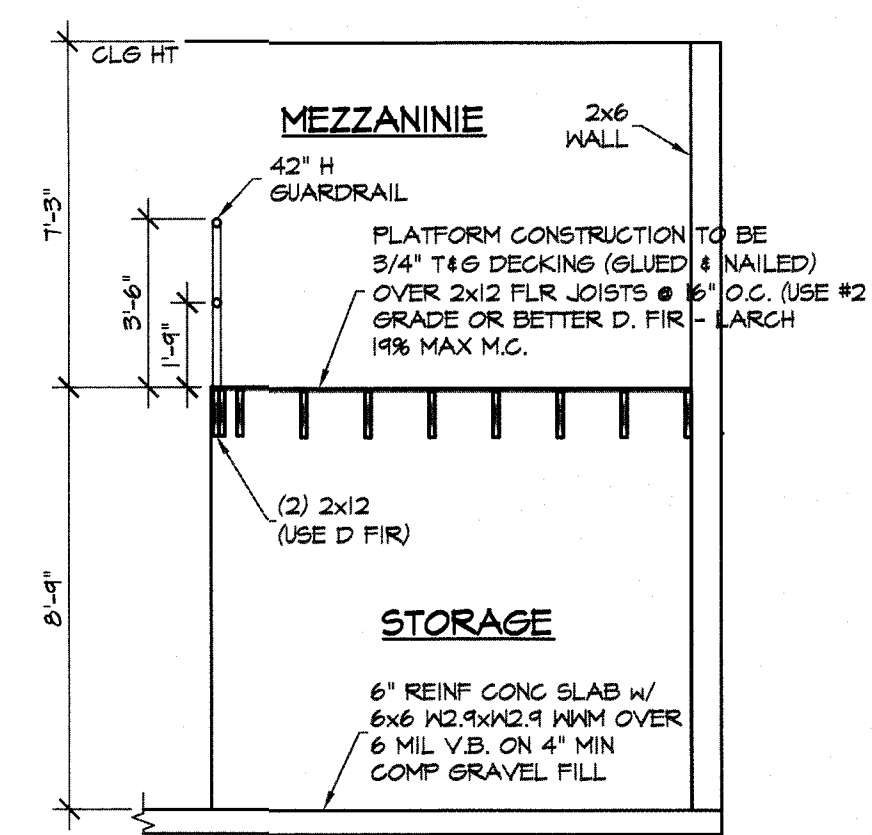
WALL SECTION
SCALE: 1/2" = 1'-0"



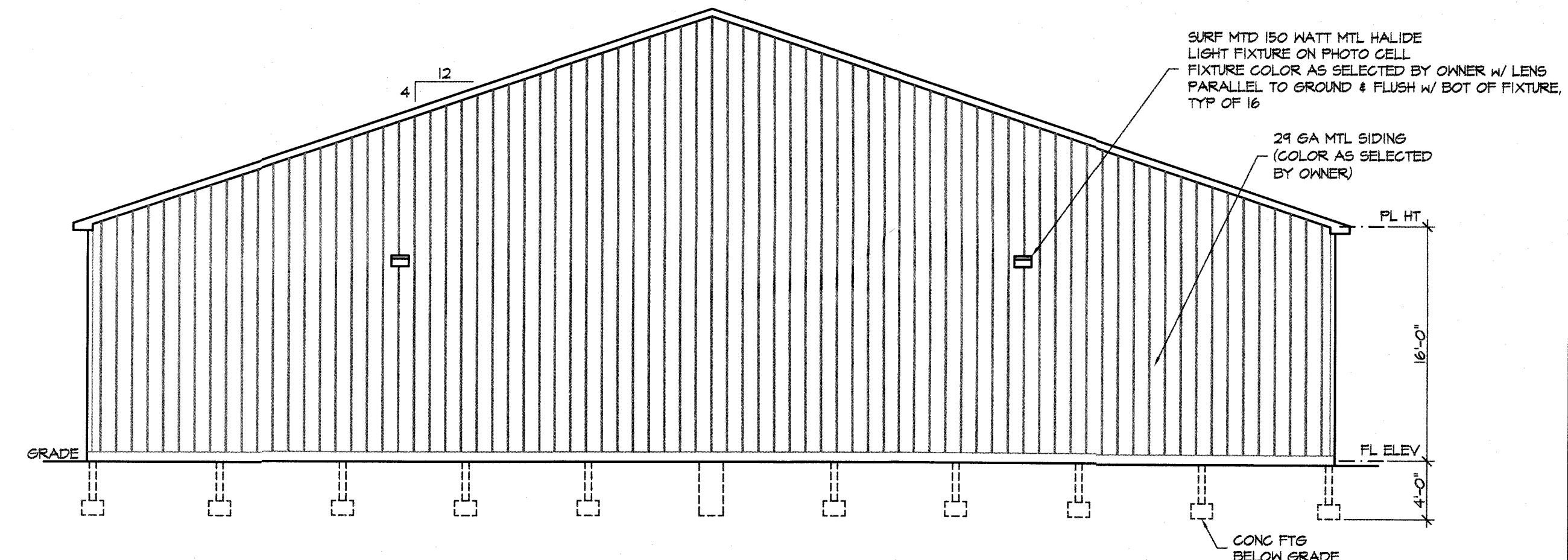
OPTIONAL MEZZANINE PLAN
SCALE: 1/4" = 1'-0"



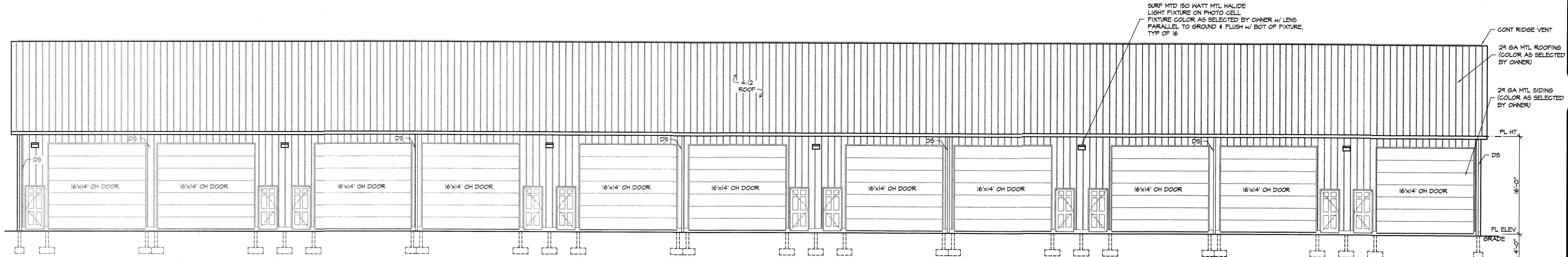
SECTION 'A-A'
SCALE: 1/4" = 1'-0"



SECTION 'B-B'
SCALE: 1/4" = 1'-0"



NORTH/SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST/WEST ELEVATION
SCALE: 1/8" = 1'-0"

REVISIONS	BY

MARK W. RUBY
ARCHITECT
199 NORTH LEAVITT ROAD, SUITE 201
AMHERST, OH 44001
(440) 886-2091

NEW LOCATION FOR
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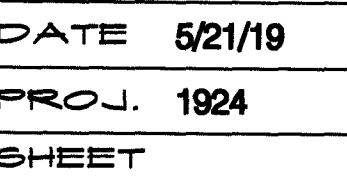
STATE OF OHIO
MARK W. RUBY
9199
REGISTERED ARCHITECT

DATE 5/21/19
PROJ. 1924
SHEET

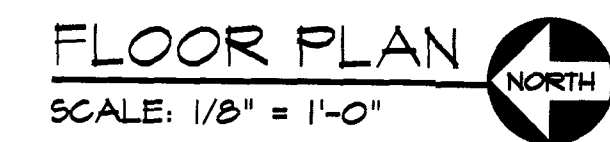
A-2

AMHERST, OH. 44001
(440) 986-2091

57111



A-3



**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

Name of Applicant:	Gavril Budai
Name of Owner:	G&S Property Investments LLC
Date Submitted for Consideration:	4-18-19
Date to Return to Planning Commission:	4-25-19
Regarding: Mills Road Storage Units	

RECOMMENDATIONS:

1. The plans show 128 storage units with 2 occupants per unit noted on plans indicating 256 possible parking spaces. No parking is shown on plans.
2. City sidewalks are not indicated on plans.
3. All else appears code compliant.

PLANS REVISED
SUBMITTED: APRIL 18, 2019
Postponed by Applicant
May 14, 2019

(use additional sheets if necessary)

Department Head Signature & Title: _____

 CBO

Form prepared by the Office of the Clerk of Council 6-30-99. Amended 12-13-2005.

Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Commission Secretary not later than five (5) business days prior to the Commission meeting at which action is scheduled to be taken on the matter. (Planning Commission By-Laws, Article V, Section 3)
Comments received after the deadline will be distributed to the Members the night of the meeting.

**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

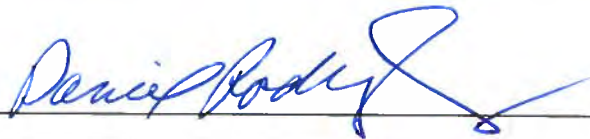
Name of Applicant:	Gavril Budai; G & S Property Investments, LLC. 1960 Radcliffe Dr, Westlake, OH 44145
Name of Owner:	Gavril Budai; G & S Property Investments, LLC. 1960 Radcliffe Dr, Westlake, OH 44145
Date of Planning Commission Meeting:	Tuesday, May 14, 2019
Date to Return to Deputy Clerk of Council:	Thursday, May 02, 2019
Regarding:	Preliminary approval for commercial storage units. To be located on Mills Road, east of Jaycox Road and west of Mills Industrial Parkway, in an I-2 zoning district. Permanent Parcel Nos. 07-00-018-101-280 & 07-00-018-101-020

Recommendations:

1. Complete detailed improvement plans, and storm water management, and water quality calculations need to be submitted to the Engineering Department for review and approval.
2. Trip Generation Report needs to be provided by a licensed engineer which shows that the peak hour trips are less than 100. Otherwise, a traffic impact study per NRCO 1210.06 is required.
3. Offsite drainage shall be accommodated.
4. Check with James Brewer, of Engineering, for new building backflow requirements.
5. A variance must be obtained for gravel lot.
6. Commercial aprons are required to be eight inches of concrete on four inches of aggregate base.
7. A Tree Planting plan is required for new commercial developments.
8. Sidewalk to be installed, along frontage, per Codified Ordinances.
9. Pavement is shown to be extending into riparian setback for Krebs Ditch, engineering will review with detailed plans submission.

(Use additional sheets if necessary.)

Department Head Signature: _____



Title: City Engineer

Form prepared by the Office of the Clerk of Council 6-30-99. Amended 03-22-2019.

Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Commission Secretary not later than five (5) business days prior to the Commission meeting at which action is scheduled to be taken on the matter.
(Planning Commission By-Laws, Article V, Section 3)

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**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

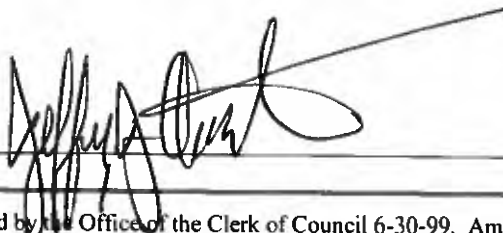
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Recommendations:

PLANS REVISED
SUBMITTED: APRIL 18, 2019
Postponed by Applicant
May 14, 2019

(Use additional sheets if necessary.)

Department Head Signature: _____



Title: [Select Title...]

Form prepared by the Office of the Clerk of Council 6-30-99. Amended 03-22-2019.

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**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

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Recommendations:

Please contact Asst. Chief Mike Uhnak to discuss the following code requirements of the Ohio Fire Code.
North Ridgeville Fire Department
Fire Prevention
(440)653-6362

1-OFC Rule 5 Fire Service Features

- Section 503 Fire Access Roads
- Section 506 Key Boxes
- Section 507 Fire Protection Water Supply

2-OFC Rule 33 Fire Safety During Construction And Demolition

Thanks for your cooperation.

(Use additional sheets if necessary.)

Department Head Signature:



Title: Fire Chief

Form prepared by the Office of the Clerk of Council 6-30-99. Amended 03-22-2019.

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RAFTER A, LTD

LAND SURVEYING & ENGINEERING

Office: (440) 458-6294

FAX: (440) 458-4483

Email: info@raftera.com

Web: www.raftera.com

700 Oberlin-Elyria Road
Elyria, Ohio 44035

Letter of Transmittal

Job Number: 2131-18
Date: 4-18-2019

To: City of N. Ridgerville
planning commission

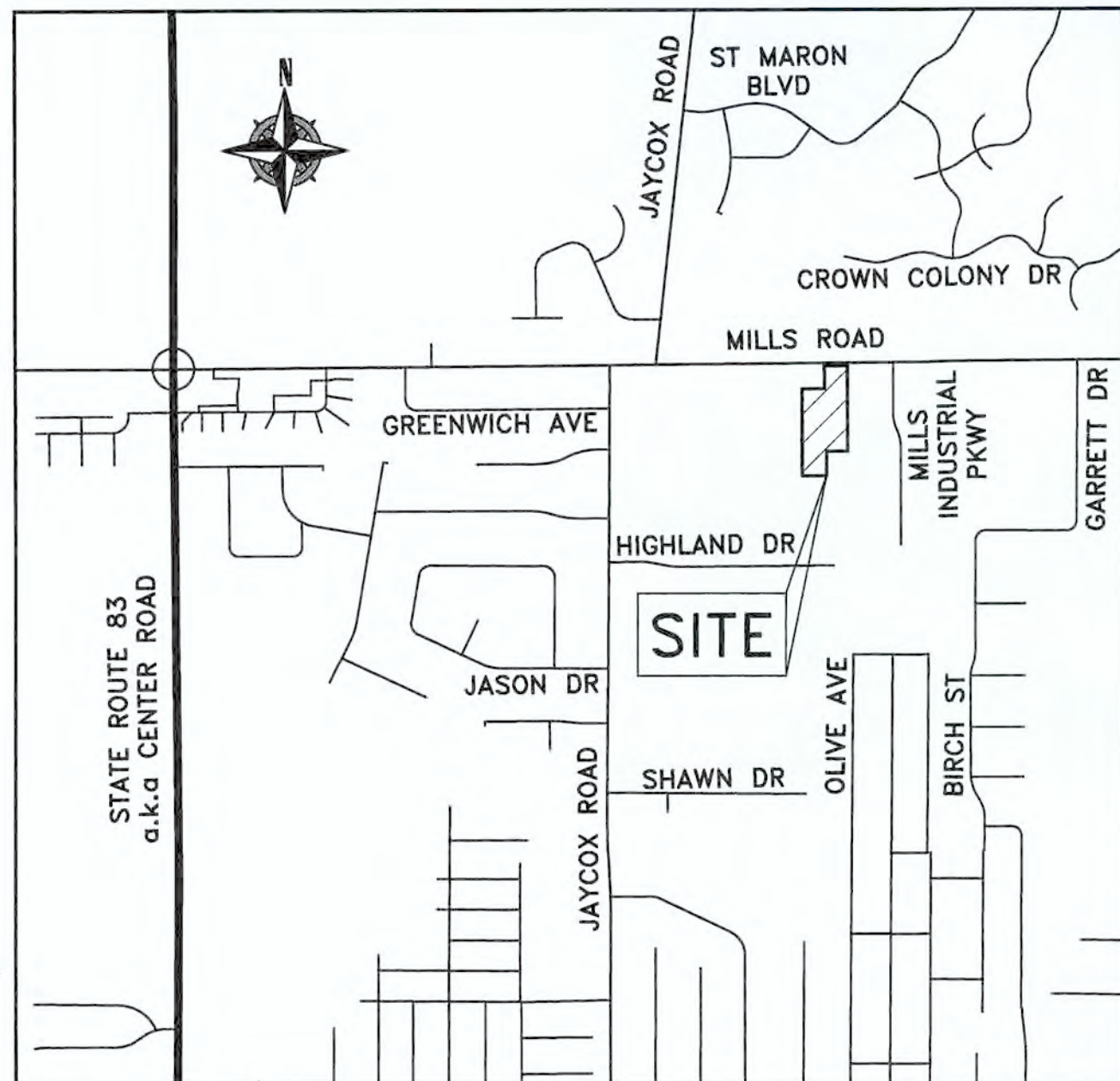
JOB NAME:

Quantity	Description
10	Copies - Preliminary Plan - Mills Road Star. Units
1	Request for action form
1	Public Notice list
1	Check for planning commission fee
1	check for engineering deposit fee
1	preliminary approval form

Memo: _____

CC: _____

Signed: Rick A. Frasier



VICINITY MAP
-NOT TO SCALE-

MILLS ROAD STORAGE UNITS

PRELIMINARY PLAN

SITUATED IN THE CITY OF NORTH RIDGEVILLE, COUNTY OF LORAIN, STATE OF OHIO

ZONING CLASSIFICATION

THE SUBJECT PREMISES IS LOCATED WITHIN ZONE "LIGHT INDUSTRIAL DISTRICT" (I-2) AS SHOWN ON THE ZONE MAP FOR THE CITY OF NORTH RIDGEVILLE.

BUILDING REQUIREMENTS:
BUILDING HEIGHT: 60 FEET MAXIMUM
FRONT YARD SETBACK: 75 FEET MINIMUM
SIDE YARD SETBACK: 25 FEET MINIMUM (ABUTTING NON-RESIDENTIAL)
75 FEET MINIMUM (ABUTTING RESIDENTIAL)
REAR YARD SETBACK: NONE (ABUTTING NON-RESIDENTIAL)
75 FEET MINIMUM (ABUTTING RESIDENTIAL)
LOT COVERAGE: NO MORE THAN 60% FOR BUILDINGS & ACCESSORY BUILDINGS

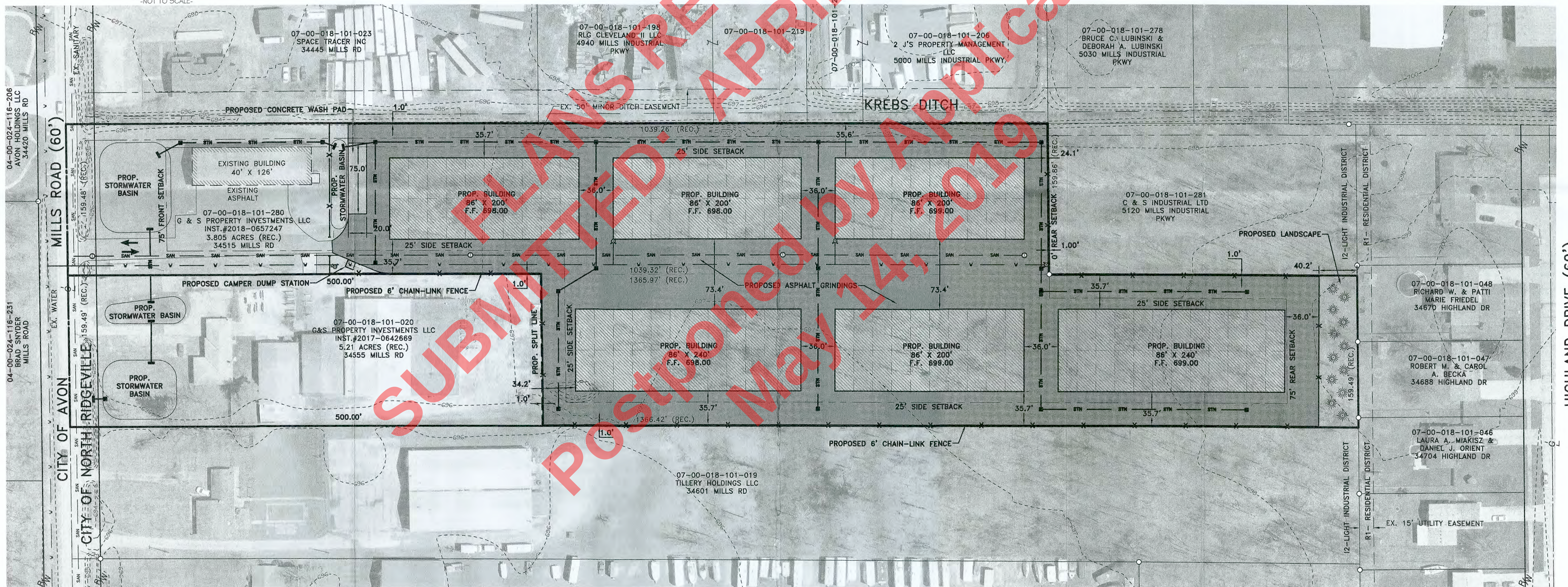
PARKING REQUIREMENTS:
WAREHOUSE & STORAGE: SUFFICIENT PARKING SPACE TO ACCOMMODATE EMPLOYEES AND THE LOADING AND UNLOADING OF MATERIALS.



4-18-2019



GRAPHIC SCALE
0 50 100
(IN FEET)
SCALE: 1" = 50'



-NOT FOR CONSTRUCTION-

REV.	BY	DATE	DESCRIPTION
1	RAF	04-18-2019	ISSUE TO CLIENT

UNDERGROUND UTILITIES
TWO WORKING DAYS BEFORE YOU DIG CALL 1-800-362-2764 (TOLL FREE) OHIO UTILITIES PROTECTION SERVICE NON-MEMBERS MUST BE CALLED DIRECTLY CALL 1-800-925-0988 (TOLL FREE) OIL & GAS PRODUCERS UNDERGROUND PROTECTION SERVICE

CONCEPTUAL PLAN NOTE:

THIS PLAN IS CONCEPTUAL ONLY. PROPOSED IMPROVEMENTS ARE SUBJECT TO FIELD SURVEY, FINAL ENGINEERING, AND JURISDICTIONAL REVIEW. THE SITE DESIGN MAY CHANGE. STORMWATER BASINS AND PROPOSED UTILITIES ARE SHOWN FOR INTENT ONLY. CONTOURS SHOWN BASED ON LORAIN COUNTY RECORD DATA.

EXISTING UNDERGROUND UTILITIES NOTE:

THE SIZE & LOCATION, BOTH HORIZONTAL AND VERTICAL, OF THE UNDERGROUND UTILITIES SHOWN HEREON, HAVE BEEN OBTAINED BY A SEARCH OF AVAILABLE RECORDS. VERIFICATION BY FIELD OBSERVATION HAS BEEN CONDUCTED WHERE PRACTICAL. HOWEVER, RAFTER A., LTD DOES NOT GUARANTEE THE COMPLETENESS NOR ACCURACY THEREOF.

MILLS ROAD STORAGE UNITS
PRELIMINARY PLAN
SITUATED IN THE CITY OF NORTH RIDGEVILLE,
COUNTY OF LORAIN, STATE OF OHIO

G&S PROPERTY INVESTMENTS, LLC
1960 RADCLIFFE DRIVE
WESTLAKE, OHIO 44145



RAFTER A, LTD
LAND SURVEYING & ENGINEERING

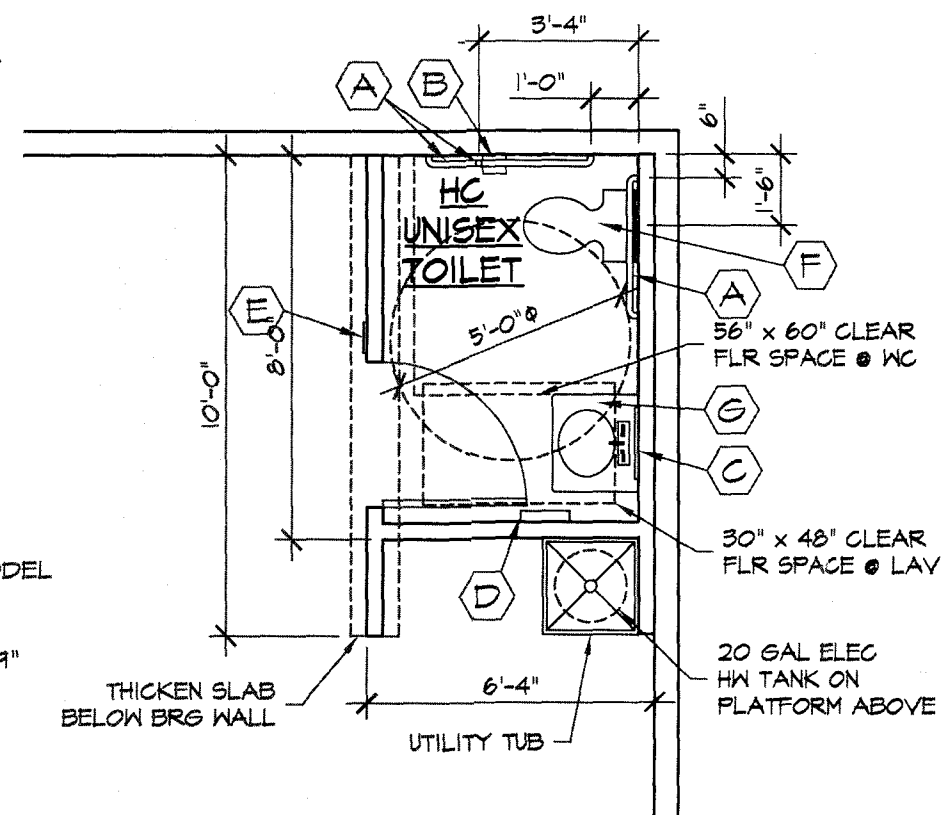
Office: 440-458-6294
Fax: 440-458-4483
info@raftera.com

700 Oberlin-Elyria Road
Elyria, Ohio 44035
www.raftera.com

DRAWN BY: JAD
JOB No: 2131-18
CHECKED BY: RAF
SHEET 1 of 1

H.C. ACCESSORY SCHEDULE

- (A) 36" AND 42" LONG STAINLESS STEEL GRAB BARS, MOUNT WITH ϕ 3/8" A.F.F. 4 1/8" VERT GRAB BAR WITH BOTTOM ϕ 40" A.F.F.; INSTALL USING CONCEALED HOOD BLKS. IN STUD WALLS; INSTALL WITH ANCHORS CAPABLE OF SUPPORTING 250# POINT LOAD AT ANY POINT ON BAR
- (B) TOILET PAPER HOLDER - SINGLE ROLL, SURFACE MOUNTED ϕ 19" A.F.F.
- (C) SURFACE MOUNTED MIRROR, 24" X 42", MOUNT WITH BOT. ϕ 40" A.F.F.
- (D) PAPER TOWEL DISPENSER, SURFACE MOUNTED WITH BOTTOM ϕ 40" A.F.F.
- (E) ENGRAVED ADA, HANDICAPPED ACCESSIBLE UNISEX TOILET ROOM SIGN (WITH BRAILLE PLATE) MOUNT WITH ϕ 60" A.F.F.
- (F) H.C. WATERCLOSET W/ RIM ϕ 17" A.F.F. GERBER MODEL #2118 TANK TYPE W/ OPEN FRONT (OR EQUAL)
- (G) H.C. LAVATORY W/ RIM ϕ 34" MAX. AND MIN. OF 29" CLR. BELOW TO BE EQUIPPED W/ LEVER HANDLES OR OTHER APPROVED CONTROLS. ALL EXPOSED PIPES TO BE INSULATED.



ENLARGED H.C. TOILET ROOM PLAN
SCALE: 1/4" = 1'-0"

DOOR SCHEDULE

NO.	MATL.	W.	H.	TH.	FRAME	HOW.	REMARKS
D1	STL	3'-0"	6'-8"	1 3/4"	HM	LOCKSET CLOSER	INSUL 6 PANEL STL DOOR TO BE READILY OPENABLE FROM EGRESS SIDE W/O KEY OR SPECIAL KNOWLEDGE/
D2	STL	12'-0"	14'-0"	1 3/8"	-	-	INSUL OH DOOR EQUIPPED W/ AUTOMATIC OPENER
D3	STL	3'-0"	6'-8"	1 3/4"	HM	PRIVACY	H.C. ACCESSIBLE LEVER HANDLES.

FINISH SCHEDULE

NO.	ROOM NAME	BASE	FLOOR	WALLS N E S W	CEILING	HGT.	REMARKS
1	TYP UNIT	-	CONC	GYP BD PAINT	21 GA MTL	16'-0"	CONC FLOOR W/ SEALER
2	UNISEX TOILET	6" VINYL	VCT	GYP BD PAINT	TEXTURED GYP BD	8'-0"	

DESIGN LOADS

TRUSS DESIGN LOADS (FOR 4'-0" SPACINGS)	
TOP CHORD	LL
DL	25 P.S.F.
BOTTOM CHORD	DL
TOTAL LOAD	10 P.S.F.
	5 P.S.F.
	40 P.S.F.
FIRST FLOOR LIVE LOAD	
ROOF LIVE LOAD	125 PSF (PER OBC TABLE 1607.1)
(SNOW LOAD)	25 P.S.F. + DRIFTING
GROUND SNOW LOAD	
FLAT ROOF SNOW LOAD	PS = 20 PSF (NOT USED)
MINIMUM RAIN ON SNOW SURCHARGE	PF = 18 PSF (NOT USED)
	25 PSF (NOT USED)
SNOW EXPOSURE FACTOR C_e	
SNOW IMPORTANCE I	= 1.0
THERMAL FACTOR C_t	= 1.0
BASIC WIND SPEED	
WIND EXPOSURE CLASSIFICATION	40 MPH
WIND IMPORTANCE FACTOR	EXPOSURE 'B'
GLADDING WIND PRESSURES	1.0
WINDWARD	15.9 PSF (INWARD)
LEEWARD	18.2 PSF (SUCTION)
SEISMIC USE GROUP	
SITE CLASS	GROUP 1
BASIC SEISMIC FORCE RESISTING SYSTEM	
DESIGN CATEGORY	D
ANALYSIS PER	BRACED FRAME
DESIGN SOIL PRESSURE	B
	OBC 1613.5
	2000 P.S.F. (ASSUMED)

CODE REVIEW

USE GROUP : S-1
CONSTRUCTION TYPE : V B
BUILDING AREA : 20,640 S.F.
OCCUPANCY : 48 OCC.

DRAWING INDEX

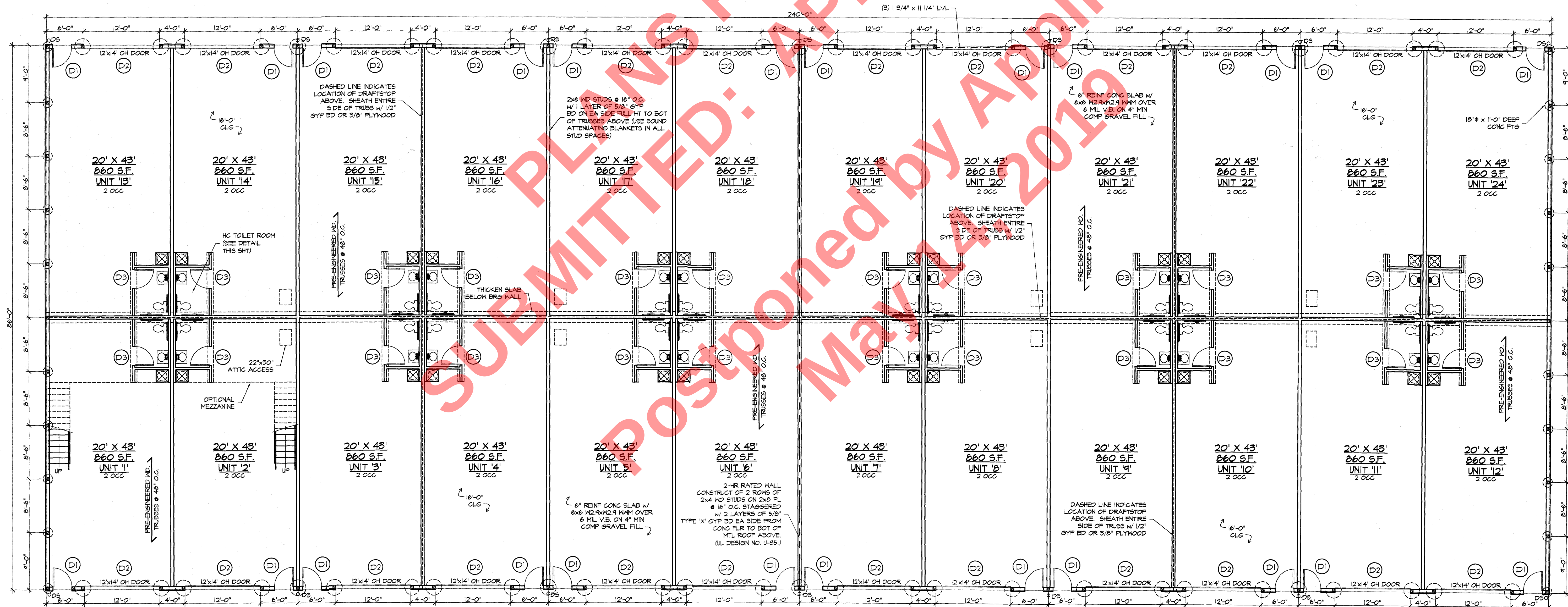
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A-2	FLOOR PLAN
A-3	BUILDING ELEVATIONS, WALL SECTION, MEZZANINE PLAN & SECTIONS

FOUNDATION LEGEND

- 18" ϕ X 1'-0" DEEP CONC FTG
30" ϕ X 1'-0" DEEP CONC FTG

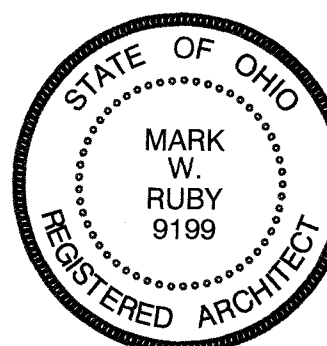
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NEW LOCATION FOR
MILLS ROAD STORAGE UNITS
34555 MILLS RD.
NORTH RIDGEVILLE, OH

TITLE

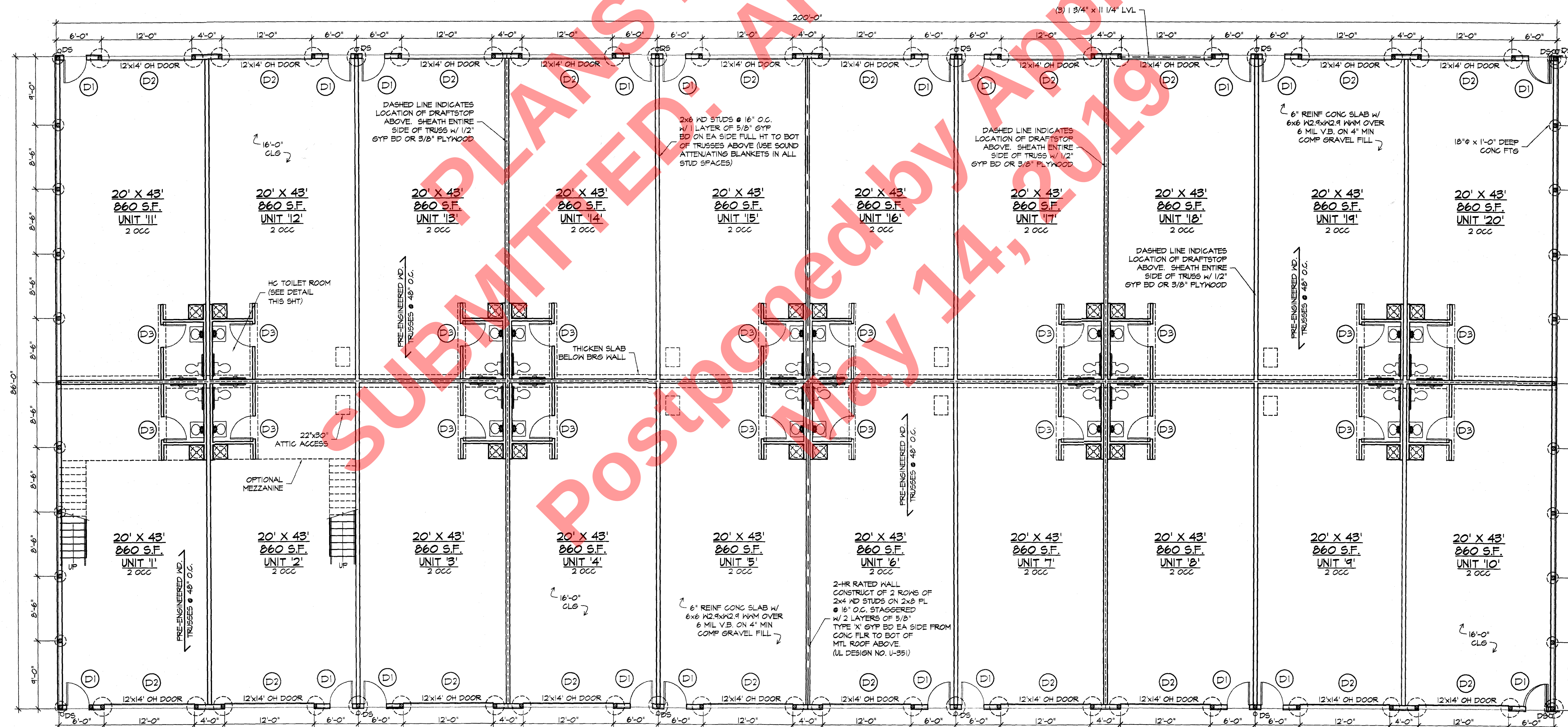


DATE 4/24/19
PROJ. 1924
SHEET

A-1

FLOOR PLAN
SCALE: 1/8" = 1'-0"





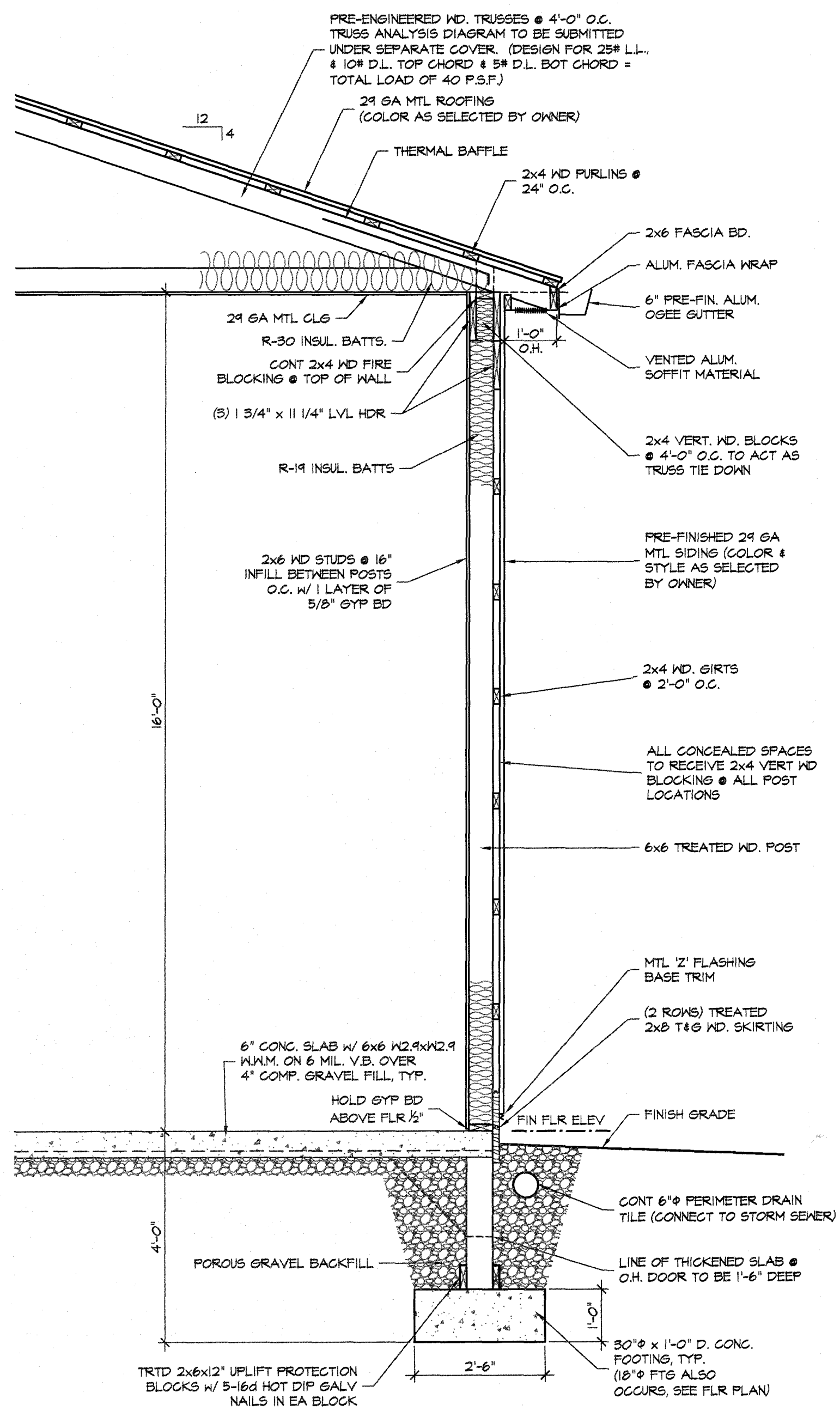
FLOOR PLAN
SCALE: 1/8" = 1'-0"

REVISIONS BY	

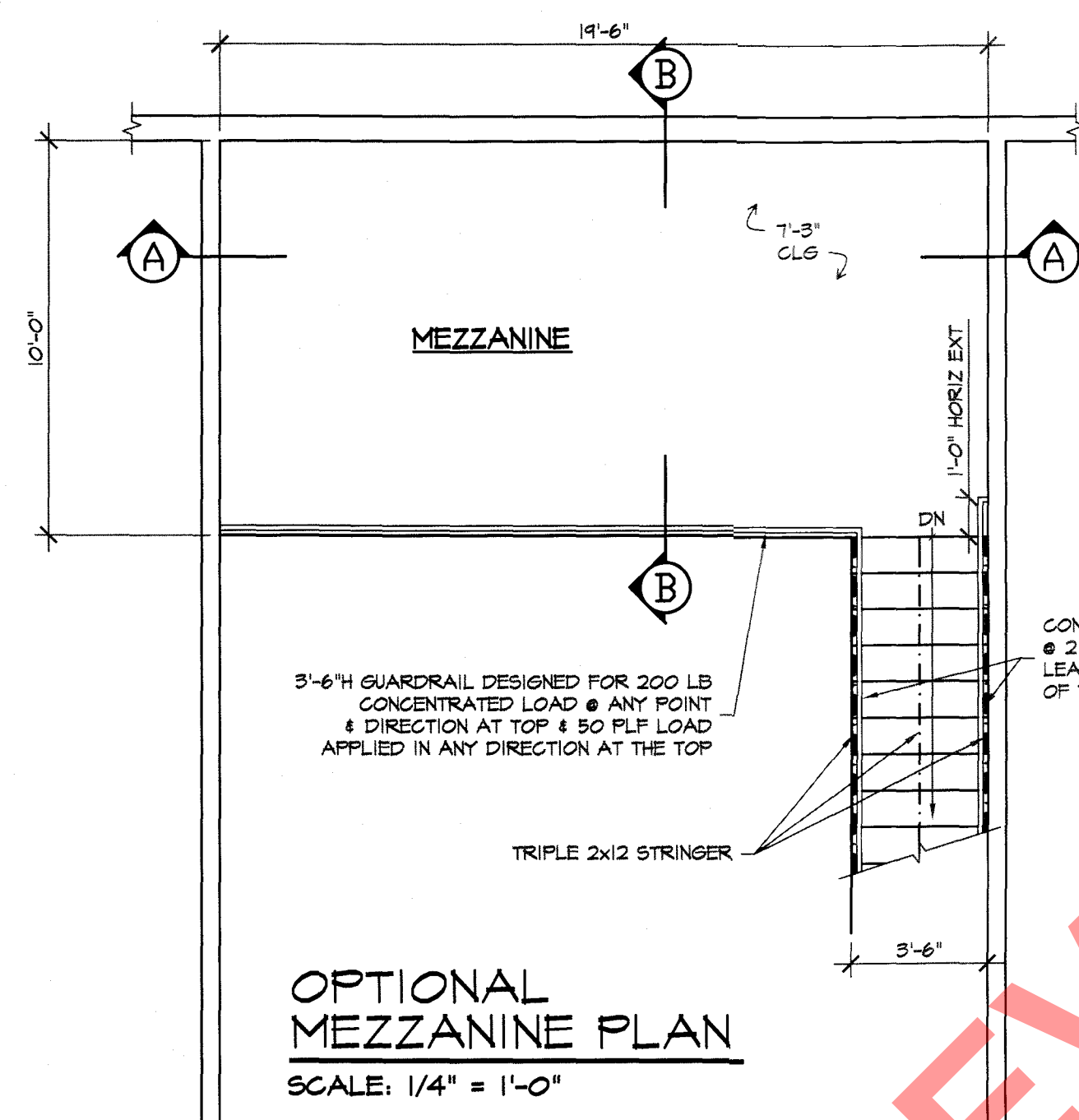
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199 NORTH LEAVITT ROAD, SUITE 201
AMHERST, OH 44001
(440) 986-2091

TITLE
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MILLS ROAD STORAGE UNITS
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NORTH RIDGEVILLE, OH

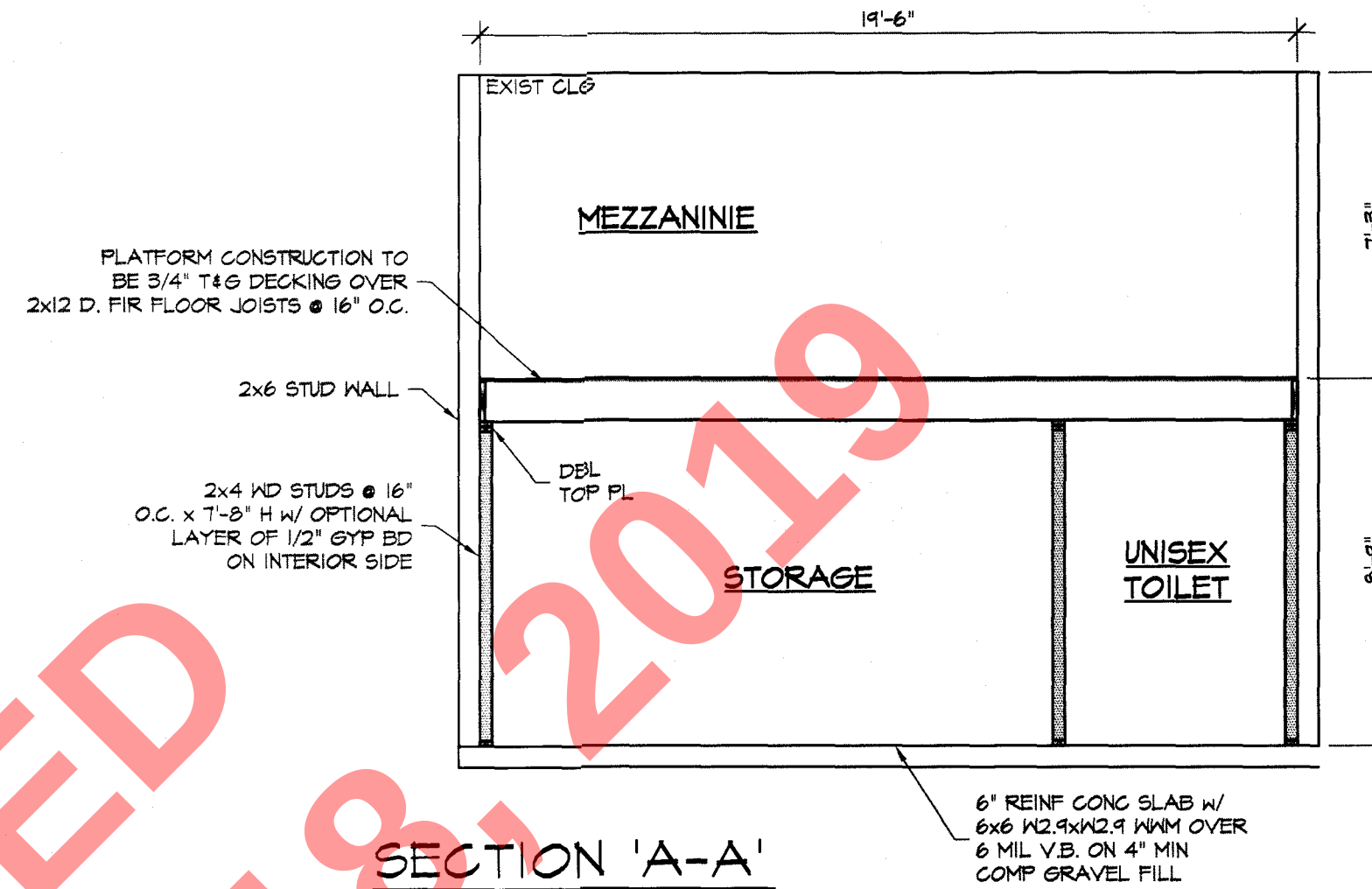
STATE OF OHIO
MARK W. RUBY
REGISTERED ARCHITECT
9199
DATE 4/24/19
PROJ. 1924
SHEET



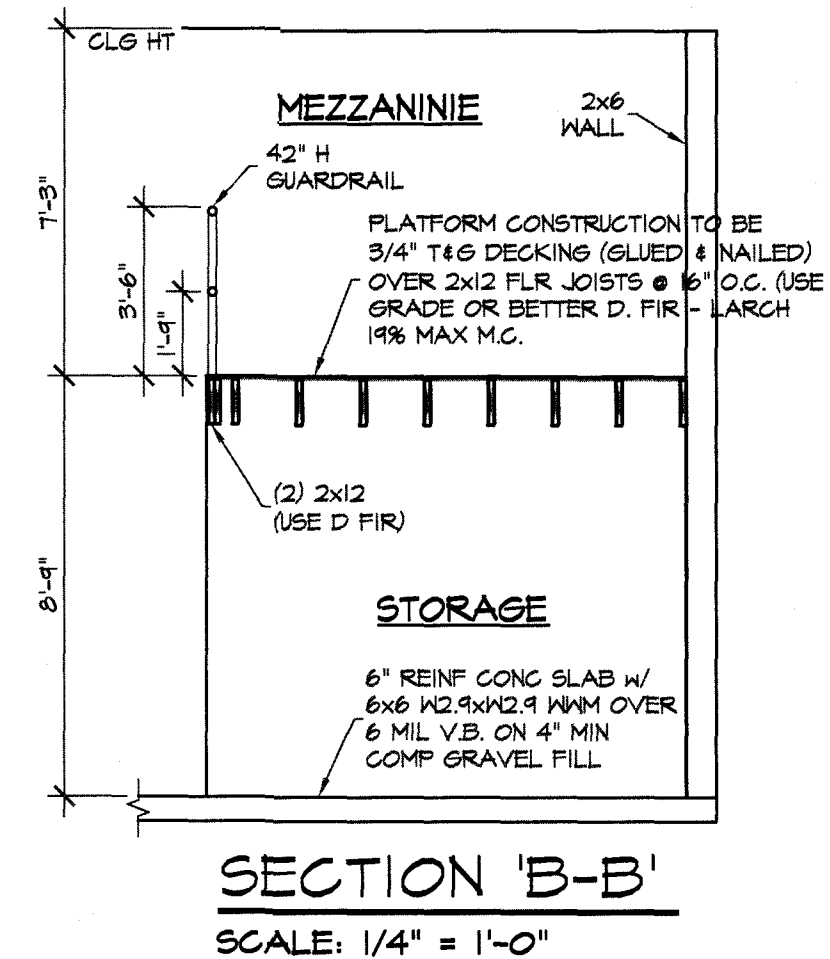
WALL SECTION
SCALE: 1/2" = 1'-0"



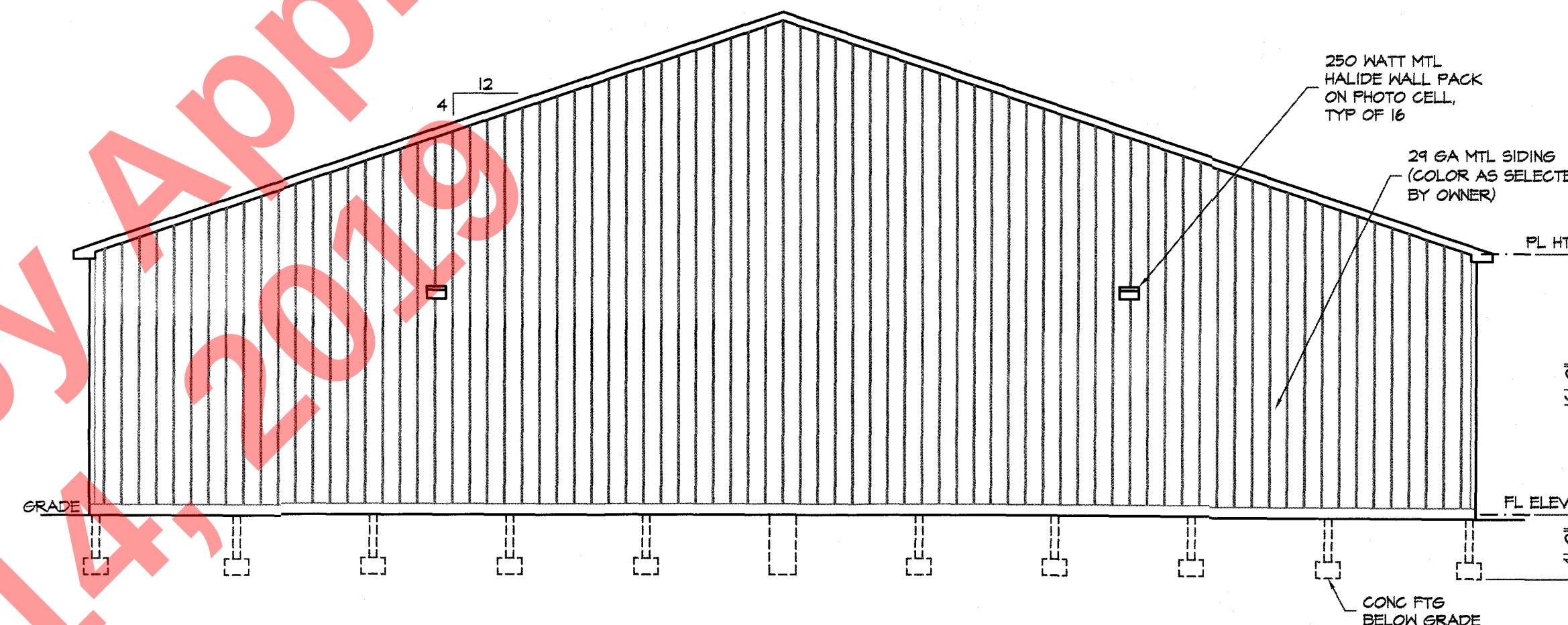
OPTIONAL MEZZANINE PLAN
SCALE: 1/4" = 1'-0"



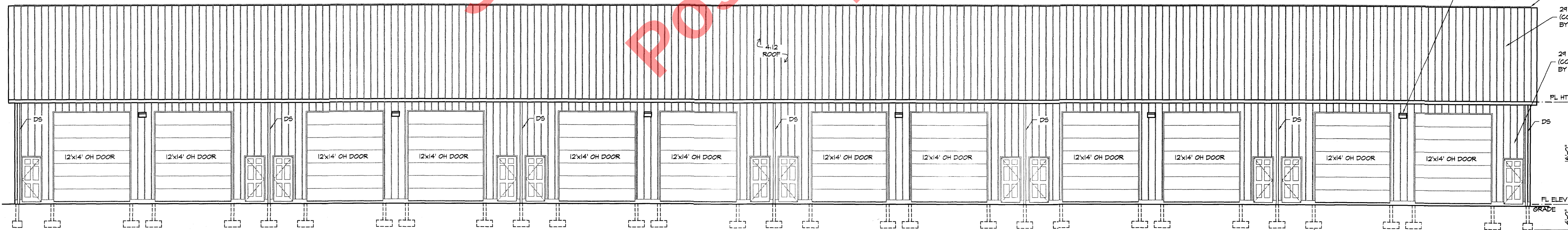
SECTION 'A-A'
SCALE: 1/4" = 1'-0"



SECTION 'B-B'
SCALE: 1/4" = 1'-0"



NORTH/SOUTH ELEVATION
SCALE: 1/8" = 1'-0"



EAST/WEST ELEVATION
SCALE: 1/8" = 1'-0"

REVISIONS	BY

MARK W. RUBY
ARCHITECT
199 NORTH LEAVITT ROAD, SUITE 201
AMHERST, OH 44001
(440) 886-2091

NEW LOCATION FOR
MILLS ROAD STORAGE UNITS
34555 MILLS RD.
NORTH RIDGEVILLE, OH

STATE OF OHIO
MARK W. RUBY
REGISTERED ARCHITECT
9199
DATE 4/24/19
PROJ. 1924
SHEET
A-3

**NORTH RIDGEVILLE PLANNING COMMISSION
MINUTES OF
REGULAR MEETING MAY 14, 2019**

TO ORDER:

Chairwoman Swallow called the Planning Commission meeting to order with the Pledge of Allegiance at 7:00 P.M.

ROLL CALL:

Present were members Steve Ali, James Maleski, Vice-Chairman James Smolik, Chairwoman Jennifer Swallow and Council Liaison Bruce Abens.

Also present was Chief Building Official Guy Fursdon, Assistant Law Director Toni Morgan, City Engineer Dan Rodriguez and Deputy Clerk of Council Michelle A. Owens.

MINUTES:

Chairwoman Swallow asked if members had the opportunity to review the minutes of the regular meeting on April 9, 2019. She asked if there were any corrections to the minutes. No discussion was offered. The minutes stand approved.

CORRESPONDENCE:

Chairwoman Swallow noted the structural analysis report provided by applicant Edward Block, agent for AT&T Mobility/GPD Group, which had been received after cloture.

It was moved by Smolik and seconded by Maleski to accept the structural analysis report after cloture.

A voice vote was taken and the motion carried.

Yes – 5 No – 0

OLD BUSINESS: None

NEW BUSINESS:

Chairperson Swallow asked the Clerk to read the first application.

APPLICANT: Edward Block, agent for AT&T Mobility; GPD Group
520 South Main St, Ste 2531, Akron, OH 44311

OWNER: North Ridgeville CSD Board of Education
34620 Bainbridge Rd, North Ridgeville, OH 44039

REQUEST: Cellular telephone co-location on existing tower.

LOCATION: 7323 Avon Belden Road; north of Bainbridge Road and east of Avon Belden

Road, in an R-1 zoning district.
Permanent Parcel No. 07-00-021-117-015

Deputy Clerk of Council Owens read the application along with the comments received from Administrative Officers, including Safety-Service Director Jeff Armbruster, Chief Building Official Guy Fursdon, City Engineer Dan Rodriguez and Fire Chief John Reese.

Chairwoman Swallow asked the applicant to step forward to provide a description of their request.

Edward Block, GPD Group, representative for AT&T Mobility, 520 South Main St, Ste 2531, Akron, OH 44311, distributed additional documentation to Commission members. He stated that AT&T is trying to improve coverage in North Ridgeville and that it is always their first goal to find existing structures on which to place their equipment; that the tower proposed for use was determined to be a good candidate. He referenced the Detailed Compound Plan, sheet C-1. He stated that the proposed radio equipment cabinet would measure approximately 7 feet by 7 feet; that there would be a small, 15 kW DC generator at the northwest end of the compound. He mentioned the possibility of a future radio equipment cabinet, if the need arises, but that currently only one is planned. He spoke about the ice bridge that connects the radio equipment cabinet to the antennas; that there are cables that run up the tower. He then discussed the appearance, footprint and elevation of the shelter. He stated the shelter is mounted on helical anchors and that there is no concrete foundation. He discussed the Tower Elevation, Antenna & Coax Plans – sheet T-1 – which showed the proposed location for AT&T. He stated that there are other carriers on the tower; that the site plan showed there are existing carriers inside the compound. He indicated that the other carriers have larger equipment radio shelters but that the antennas on the tower are similar to what AT&T is proposing.

He addressed the comments from the Fire Department regarding the structural analysis report, which had been provided to the Commission. He stated that the report shows the tower passes with AT&T's loading on it. He then mentioned that the FCC license can also be provided.

Chairwoman Swallow asked for any other questions or comments from the Commission.

Vice-Chairman Smolik discussed the structural calculations, and stated that he noticed there are other carriers who have reserved space on the tower. He asked if the calculations assume loading for the reserve spots or if they are excluded.

Mr. Block cited the structural analysis report. He answered that the calculations list existing loading but that he sees reserve loading for Sprint and Verizon. He stated that the information was provided to them in order to run the analysis.

Chairwoman Swallow asked for any other questions or comments from the Commission.

Council Liaison Abens asked about equipment security and whether the door on the radio room

is easily broken into.

Mr. Block answered that the building is a metal structure within a fenced compound. He indicated that any person attempting the break in would have to cross over a fence. He stated that they are designed not to be easily burglarized but, with enough effort, anything can be.

Council Liaison Abens referred to the Equipment Layout, sheet C-3, and discussed the door to the compound. He suggested that, in spite of its proximity to the police station, thieves would be enticed if they think there is something of value.

Mr. Block mentioned that the only services to the equipment are electric, telephone and fiber. He stated that there is an alarm system in the compound and, in the event of a break-in, a message is automatically sent to the AT&T switchboard; local emergency services are then contacted.

Chairwoman Swallow asked for any other questions or comments from the Commission.

Vice-Chairman Smolik asked whether a sound dampening package would be included with the proposed generator.

Mr. Block replied that he can provide members with the decibel level but, since it is only a 15 kW generator, it would be about the sound of a vacuum sweeper. He stated that it typically operates only as needed but is normally cycled to keep it lubricated. He indicated that it could be scheduled for the best time of the day or night, but found that – for most places – it is better during the day due to traffic. He said that he can provide members with the decibel level and, if not satisfactory, they could find out about a sound dampening package.

Vice-Chairman Smolik responded that he believed the Administration would like that information.

Chairwoman Swallow asked for any further comments from the Commission. No discussion was offered. She asked for comment from the Administration. No discussion was offered. She then opened the floor for public comment. No discussion was offered.

It was moved by Smolik and seconded by Maleski to approve the application as presented.

A voice vote was taken and the motion carried.

Yes – 5 No – 0

APPLICANT: John Reyes; Star Builders
46405 Telegraph Rd, Amherst, OH 44001

OWNER: Patton's Five Star Towing
P.O. Box 450784, Westlake, OH 44145

REQUEST: New construction of 6,000-square-foot building for towing and impound

company.

LOCATION: 31684 Cook Road, west of the Cuyahoga-Lorain County, in a B-3 zoning district.
Permanent Parcel No. 07-00-004-110-037

Deputy Clerk of Council Owens read the application along with the comments received from Administrative Officers, including Safety-Service Director Jeff Armbruster, Chief Building Official Guy Fursdon, City Engineer Dan Rodriguez and Fire Chief John Reese.

Chairwoman Swallow asked the applicant to state his name for the record and to provide a description of his request.

John Reyes, Architect for Star Builders, Inc., 46405 Telegraph Road, Amherst, OH 44001, stated that he is requesting approval for a 6,000-square-foot service building for the towing company, which will have an impound lot to the rear of the facility. He then clarified that service work would not take place in the service building; but would be used to park their tow trucks and vehicles at the end of the workday.

Chairwoman Swallow asked about the size of the impound lot.

Mr. Reyes responded that it one-third of the lot size toward the rear.

Vice-Chairman Smolik stated that it is 44,000 square feet.

Chairwoman Swallow asked if the business would be moving from its current location.

Mr. Reyes answered yes.

Chairwoman Swallow addressed Chief Building Official Fursdon and asked if the applicant had obtained a variance for the gravel lot.

Chief Building Official Fursdon stated, to his knowledge, they had not.

Mr. Reyes indicated that they are proposing asphalt grindings for both impound and front parking areas. He stated he is not sure if asphalt grindings fall in the category of gravel.

City Engineer Rodriguez responded that it would still be considered gravel. He cited N.R.C.O. 1284.02, which requires bituminous or other dust-free surfaces. He stated this would be an asphalt, paved parking lot; not asphalt grindings, which is still considered to be gravel.

Chairwoman Swallow asked for any other questions or comments from the Commission.

Member Maleski asked if the fire service issues had been addressed or if the Fire Department had been contacted.

Mr. Reyes answered that he had not spoken with either Fire Chief Reese or Assistant Fire Chief Uhnak regarding the comments of the Fire Department. He stated that key boxes should not be a problem but – with respect to access drives – he would need further direction to confirm what is being specifically requested.

Chairwoman Swallow asked for any other questions or comments from the Commission.

Vice-Chairman Smolik stated that there appears to be major grading in the wetland area. He asked if they obtained permits.

Mr. Reyes responded that they are trying to keep out of the wetlands area. He stated that a wetlands study had been conducted but was not sure if members had received it yet.

Vice-Chairman Smolik mentioned that it looks as though their retention basins are in the wetlands.

Mr. Reyes stated they are not; that the wetlands are delineated and right up to the boundary lines.

Vice-Chairman Smolik asked about the possibility that updated plans had not been provided to members.

Mr. Reyes responded that they should have received them, and that the delineation study had been done. He asked members if they had sheet C6.1.

Vice-Chairman Smolik stated yes; that he was looking at sheet C6.1.

Mr. Reyes spoke about the delineated wetlands and location of the retention basin. His statements were inaudible.

Vice-Chairman Smolik commented that, based on what he was looking at, the retention basin is right in the middle of the wetlands. He remarked that was fine: it is delineated. He then stated that means they are still doing improvements in the wetlands. He asked if they were doing offsite mitigation.

Mr. Reyes answered yes, which is what he was talking about. He stated that report has been done.

Chairwoman Swallow asked for any other questions or comments.

Council Liaison Abens asked what measures are being taken to prevent fluids from cars – such as antifreeze, gasoline and oil – from entering the basin. He mentioned that, while many of the cars would be in good condition, some will have been involved in accidents. He stated there could be fluids leaking from these cars.

Mr. Reyes responded that the compound lot will be cordoned off. He believed there will be a

barrier system and that clay would be set down before the gravel.

Council Liaison Abens asked what kind of fence would surround the impound lot.

Mr. Reyes answered that it is a chain-link fence surrounded by a fiber mesh screening.

Chairwoman Swallow asked for any other comments from the Commission.

Vice-Chairman Smolik asked if Mr. Reyes's client would be opposed to the installation of a sidewalk in the front.

Mr. Reyes replied that he is aware of it and that it could be done. He then addressed the comments of City Engineer Rodriguez concerning a tree planting plan. He mentioned the front 10-foot buffer area and asked if that is where he is requesting landscaping.

City Engineer Rodriguez responded there just has to be some sort of tree planting plan. He referred to N.R.C.O. 1032.09. He stated that there is a tree planting plan requirement for commercial developments and that a landscaped buffer may fit that.

Mr. Reyes asked if the sidewalk would be on the inside or outside of the right-of-way.

City Engineer Rodriguez stated that it will be outside of the right-of-way.

Chief Building Official Fursdon stated that it is not a landscape buffer that is required out by the road, but rather a 10-foot parking buffer. He stated that parking cannot penetrate or transfer beyond the right-of-way line, because the sidewalk would be very close to the right-of-way line.

Chairwoman Swallow asked about storage of impounded vehicles. She asked if there would be indoor storage other than for towing vehicles; whether motorcycles and similar types would be stored outside.

Mr. Reyes responded yes. He stated that all parking in front, adjacent to the building, are for service vehicles.

Vice-Chairman Smolik stated that some of the parking lot appears to be located on the property line. He addressed Chief Building Official Fursdon and asked if this is allowed for commercial properties.

Chief Building Official Fursdon answered yes.

Chairwoman Swallow asked for any other comments or questions from the Commission. No discussion was offered. She asked for further information or comments from the administration.

City Engineer Rodriguez stated that he does not have any documentation regarding mitigation efforts. He requested that the applicant provide a copy.

Chairwoman Swallow opened the floor for public comment.

Council Liaison Abens expressed his concerns with the well-kept location proposed for this type of business. He spoke about his understanding of impound lots and commented that they start out nice but, over a period of years, are avoided by other businesses. He stated he understood they fit within the zoning requirements but that the nature of the towing and impound industry will not entice other businesses to the area.

Chairwoman Swallow addressed Assistant Law Director Morgan. She asked if members are looking only at the plan; not the land use.

Assistant Law Director Morgan responded yes. She stated that everyone is entitled to their opinion but all requirements are met for being located in the area proposed.

Chairwoman Swallow stated, though she understood the concerns voiced by Council Liaison Abens, she believed them to be issues of code enforcement: maintaining the property and making sure they are a good neighbor.

Assistant Law Director Morgan remarked that she believed the Police Department uses this facility and would be there a lot.

It was moved by Smolik and seconded by Ali to approve the application conditional upon installation of a sidewalk along the frontage.

A voice vote was taken and the motion carried.

Yes – 4 No – 0 Abstain – 1

APPLICANT: Gavril Budai; G & S Property Investments, LLC.
1960 Radcliffe Dr, Westlake, OH 44145

OWNER: Gavril Budai; G & S Property Investments, LLC.
1960 Radcliffe Dr, Westlake, OH 44145

REQUEST: Preliminary approval for commercial storage units.

LOCATION: 34515 Mills Road and 34555 Mills Road; east of Jaycox Road and west of Mills Industrial Parkway, in an I-2 zoning district.
Permanent Parcel Nos. 07-00-018-101-280, 07-00-018-101-020

Deputy Clerk of Council Owens read the application along with the comments received from Administrative Officers, including Safety-Service Director Jeff Armbruster, Chief Building Official Guy Fursdon, City Engineer Dan Rodriguez and Fire Chief John Reese.

Chairwoman Swallow asked the applicant to state his name for the record and to provide a description of his request.

Brent Anderson, Rafter A, Ltd., Land Surveying & Engineering, 700 Oberlin Road, Elyria, OH 44035, stated he is speaking on behalf of the owner and is proposing a 6-building storage condominium development, which is intended for storage of larger items, such as boats, RVs, motor homes and classic cars. He discussed the six buildings planned, which will vary in width and length – with more variation in the length than the width. He indicated that storm water design would be handled toward the front of the lot, which is where the outlets will be located. He stated that they would provide underground storage with some of the piping because of the size of the basins and overall impact to the site. He indicated that asphalt grindings are illustrated on the plans but, in response to comments from City Engineer Rodriguez, are looking at asphalt so as to not require a variance.

Chairwoman Swallow asked how many units will be in each building.

Mr. Anderson responded that it varies depending on the size of the building. He referenced the architectural plans, which show approximately 20 units, each with an overhead door measuring around 12 feet by 14 feet. He discussed the comments of Chief Building Official Fursdon concerning parking. He stated that there may be some additional outside parking but that the units would be large enough to accommodate parking inside.

Chairwoman Swallow asked about an onsite leasing or service office.

Mr. Anderson answered that there would be some sort of leasing office, likely in one of the first units. He discussed plans to include a utility sink and bathroom within each unit but are not intended for inhabitation. He stated that the condominium declarations could address the restrictions regarding living in the units.

Chairwoman Swallow discussed parking. She asked if each unit could accommodate an individual's personal vehicle in addition to either a large boat or camper; whether they would not be required to park outside in the service drives.

Mr. Anderson responded that it would depend on the size of the camper. He indicated that there may be additional outside parking with the final design. He stated the intent is to not have such items store outside.

Chairwoman Swallow expressed her concern is with the parking of a separate vehicle during loading and unloading of an RV.

Mr. Anderson answered that it would be right in front of the garage door.

Chairwoman Swallow asked if the service drives are wide enough to allow other traffic to circulate on the site.

Mr. Anderson responded that there would be plenty of area for parking spaces; but generally a two-way street would be around 24 feet wide. He mentioned that this is only a preliminary plan and these items would be discussed with the City Engineer Rodriguez.

Vice-Chairman Smolik inquired about the presence of bathrooms within each unit when solely for storage. He asked if possible for a plumber to run his business out of the unit.

Mr. Anderson discussed the different cities that have allowed these types of units to go in. He stated that generally this could be controlled with the condo declarations, if the units are sold as condominiums, or with the rental agreement. He said it would depend how the business owner is using the unit. He stated that he has seen where people have been restricted to store materials and not run their business out of it; and because parking would not be provided for that business.

Vice-Chairman Smolik asked if the intent is storage only.

Mr. Anderson responded yes, that it is a storage unit.

Vice-Chairman Smolik mentioned the improvements for storm water, which require the adjacent parcel. He asked if they plan to consolidate the two lots. He stated that he is not sure if storm water requirements could be dedicated to another parcel if they are not consolidated.

Mr. Anderson answered that, with the final storm water management plan, they would provide some type of easement for that parcel in whatever manner is required to ensure compliance with the codified ordinances. He stated that they are currently two separate lots but that there will be access agreements between the two lots.

Vice-Chairman Smolik commented that there would be some type of legal instrument which states the storm water basins are for the adjacent parcel.

Mr. Anderson responded exactly.

Vice-Chairman Smolik discussed Highland Drive, a residential area, which is located to the rear of the property. He asked if he would be opposed to some mounding along the back for additional buffering from vehicle headlights.

Mr. Anderson stated that, at a minimum, they would put in whatever is required by the city. He stated he would discuss with the owner if there would be any mounding. He mentioned that the plans are preliminary and that there would be landscaping at the rear of the property; that they are not indicative of the final number of trees that will be planted. He then stated that they would provide the appropriate buffering per the code requirements, mounding being an option.

Chairwoman Swallow asked for any other comments or questions from the Commission.

Council Liaison Abens commented that the plans look like a mixed development. He stated that the bathrooms are a concern and – along with the possibility of mezzanines – sounds like accommodations for a small business. He stated that it sounds as though automotive repair work could take place inside the units and that he is concerned with vehicle fluids getting into city's water system. He mentioned that most repair facilities are required to have a separator, which he does not see in their plans.

Mr. Anderson indicated that each building would have some type of sanitary access. He stated that the bathrooms are a convenience to the owner so that they are able to wash up after taking care of their vehicle, camper or other stored item. He stated that the mezzanine provides the individual with additional storage area.

Council Liaison Abens specified his concern is with vehicle fluids like oil, grease and antifreeze that would go down into the same drains and into the city's sanitary system.

Chairwoman Swallow asked for any other comments or questions from the Commission.

Member Ali discussed the car condos located off Route 77, which are essentially high scale man caves. He stated that people work on their cars there; that people have bathrooms and pool tables. He stated that they are almost like a gathering place. He asked about the possibility of a similar issue with this storage facility.

Mr. Anderson responded that he does not know the plans of each individual owner. He stated that it is labeled as a storage unit and that these issues can be controlled with the condo declarations and rental agreements.

Chairwoman Swallow asked for clarification concerning the rental agreements and owner declarations. She asked if they will be rented or sold as individual units.

Mr. Anderson responded that they are storage condominiums. He stated that a unit would be sold off to an individual owner, who has the option to maintain it as rental units if not sold as storage condominiums.

Assistant Law Director Morgan stated that she would be concerned to see what the rental agreement and condo agreement would look like. She mentioned that it is difficult to know what the Commission is being asked to approve if the applicant does not know what they plan to do. She stated that the Law Department would like to review a copy to confirm all city requirements are met. She asked these documents are available.

Mr. Anderson responded that they are not fully developed yet and that they are trying to get approval prior to moving on to the next phase of the plan.

Assistant Law Director Morgan replied that it is unclear exactly what they are asking members to approve.

Chairwoman Swallow stated that she agreed with Assistant Law Director Morgan. She mentioned she is concerned with possibility of ownership of a unit along with a bathroom; that it sounds more like a business than a storage unit. She stated that she wants to be very clear before moving forward as to the contemplated use of the facility.

Chief Building Official Fursdon stated that members should keep in mind that, as the project progresses, the Fire Department would be conducting an annual inspection. He stated that putting

in a manufacturing or car repair business would be a change of use; that they would then be required to submit all plans to comply with Ohio Building Code.

Chairwoman Swallow asked if those are permitted uses in this zoning district.

Chief Building Official Fursdon responded that it is an industrial zoning district, which allows for manufacturing. He stated that it was not clear at the time of the review as to the intended use; that the comment to require parking was in response to the occupant load. He indicated that the occupant load could increase if it were turned into a manufacturing facility, which may require more parking.

Chairwoman Swallow stated she agreed, which raised additional concerns. She asked if there were a change of use that required more parking, where the additional parking would fit.

Chairwoman Swallow asked for any other comments or questions from the Commission. No discussion was offered. She asked for anything further from the Administration.

Assistant Law Director Morgan stated that the comments from Chief Building Official Fursdon add to her confusion about what they are being asked to approve. She stated that it is difficult to approve something that could change after approval; that it would also be difficult for the applicant if they were to do something different from what had been approved.

Mr. Anderson stated that they are used for storage, regardless of whether they are sold as individual units or rented.

Assistant Law Director Morgan discussed the applicant's comments concerning the rental agreement or condo agreement. She commented that she had not seen these documents to know what sort of controls they contain.

Chairwoman Swallow responded that she has the same concerns.

Chief Building Official Fursdon explained that, depending on what the HOA document says, an individual could possibly purchase the unit as a condo; they could then put in a manufacturing facility that would not be permitted in that zoning district.

Mr. Anderson stated that having those fully developed seems a bit early. He indicated that, regardless of how the units are sold, they are all storage units. He stated that he is not asking for approval for a manufacturing facility; that they are not asking for approval for use by a business to be run out of each unit.

Assistant Law Director Morgan asked if the rental agreement or condo agreement will limit the units to storage only.

Mr. Anderson responded, yes, they are storage units.

Chairwoman Swallow opened the floor for public comment.

Dennis Boose, 6405 Denise Drive, North Ridgeville, OH 44039, stated that he had several questions before the meeting but now has more. He commented that he agrees with member Ali. He stated that, for a living, he financed commercial properties, and that he is familiar with man cave condos – auto condos – where they have a whole complex; that hundreds of people show up to meets where people show off their man caves, where they sometimes have pool tables.

Mr. Boose addressed the bathrooms as a concern. He then stated that he understood the need for a working sink, but that the toilet makes it a place where a person could live. He mentioned that he wanted to make sure there would be no outdoor storage; that it could not be inhabited; that one cannot run a business out of it. He indicated that he is concerned about parking and whether there would be enough room.

Mr. Boose spoke about the need for a buffer zone toward Highland Drive. He suggested that mounding with a fence would be an appropriate buffer. He stated that, while the proposed property is located within I-2 zoning district, it is next to a residential area. He then cited comments from Council Liaison Abens concerning its appearance as a mixed development; then expressed the importance of reviewing the rental agreement or condo agreement. He then listed several items he believed should be officially addressed: stormwater management, noise, lighting and encroachment on neighboring properties.

Chairwoman Swallow asked for any additional comment from the public.

Richard Friedel, 34670 Highland Drive, North Ridgeville, OH 44039, stated that he has been a North Ridgeville resident for 40 years. He mentioned that he had asked the owner if he would sell or consider leaving between 50 and 200 feet of trees. He stated he would have been happy with even 25 feet of trees, but that everything is now gone. He spoke about the buffer from Mills Industrial Parkway located at the end of Highland Drive, which is just a mound with pine trees. He stated that sound and light come through it. He mentioned that the applicant is proposing 250-watt lighting above the overhead doors of each unit. He proposed an 8-foot fence to block the headlights and some of the noise.

Mr. Friedel discussed the stormwater management plan for the 5.5-acre property. He stated that the area is known to flood with any heavy rain. He spoke about the high water in the ditches at the corner of Mills Road and Jaycox Road. He asked whether the storm sewers would be able to handle all the water.

Mr. Friedel indicated he had been told by the owner that the facility would be storage units. He stated that they do not look like storage units; that he is concerned the facility could easily accommodate a business.

Robert Becka, 34688 Highland Drive, North Ridgeville, OH 44039, stated he lives next door to Mr. Friedel. He stated he is concerned with the noise, hours of operation and lighting from the facility. He commented that he understood the need for a slop sink but not for a toilet. He agreed

with Mr. Friedel's proposal of an 8-foot fence so residents do not have to look at the facility.

Carol Becka, 34688 Highland Drive, North Ridgeville, OH 44039, stated that she is concerned with the water retention basin located at the front by Mills Road. She indicated that homeowners have experience more flooding in their backyards now that all the trees have been removed.

Laura Orient, 34704 Highland Drive, North Ridgeville, OH 44039, has lived there for 18 years. Similar to her neighbors, she stated that flooding is a concern. She stated that the city has addressed most of it by installing retention basins at the opposite side of Highland Drive. She mentioned that there is now standing water in her back yard since the removal of all the trees. She asked that the plans address this issue.

Ms. Orient spoke about her concerns with the facility located in such close proximity to a residential area. She discussed the chain-link fence proposed for the facility, and remarked that it would be inappropriate against a housing development. She stated she is concerned with the amount of dust from a gravel access drive, which may not provide enough room to turn an RV into a garage. She addressed her concern with the 250-watt lighting proposed above each unit door and the problems that could arise with ownership of a storage unit with a bathroom.

Patti Friedel, 34670 Highland Drive, North Ridgeville, OH 44039, addressed the comments from Commission members. She stated she had never heard of the man cave storage units or about the water runoff and potential of exacerbating flooding issues. She asked that members consider the concerns expressed.

Mr. Friedel discussed the inadequacy of the buffer the applicant proposed for the facility. He stated that what is being proposed would need a 200-foot buffer.

Mr. Boose spoke about flooding that the city has worked hard to address. He indicated that Pitts Blvd and Gina Dr are prone to flooding. He stated that lighting proposed over each door tells him that the facility is something more than storage units. He addressed the comments from Ms. Orient about maneuverability of an RV in the amount of space provided. He then discussed his concern if the units are sold, the bathrooms, the noise and lighting. He commented on the underground stormwater management system that had been proposed and how it would work. He stated that he believed the condominium agreement and rental agreement need to be reviewed before rendering a decision.

Ms. Orient asked if heating and air conditioning are proposed for the storage facility.

Chairwoman Swallow asked if there would be any outdoor storage onsite.

Mr. Anderson responded they are all indoor storage units. He addressed the bathrooms and asked if one bathroom or possibly two restrooms – one at each end of the building – would be more appealing. In response to the question from Ms. Orient, he stated that they are climate-controlled with heat – no air conditioning – because there is water in the units. To address the concerns with light pollution, he proposed downcast lighting for the facility. He remarked that the final plans

will meet the city's requirements. He discussed stormwater management plan. He stated that the overall topography of the property – albeit flat – does flow from the back to the front. He indicated that the plan does illustrate underground stormwater infrastructure to help remove that water. He again stated their intent to comply with all city requirements, which will be addressed in the final plans. In response to comments about landscaping, he stated that the plan is not to provide 11 trees; that appropriate screening would be provided as required by the city.

Chairwoman Swallow asked if a solid fence would be an option rather than a chain-link fence.

Mr. Anderson responded that a chain-link fence does provide for the security of the facility but, if preferred, they could comply with that request.

Chairwoman Swallow commented that she realized this was only a preliminary plan, but that it appeared to be more than storage units. She asked if the applicant would be willing to address in the covenants for the condominium agreement, or leasing agreement, that no business uses or only permitted business uses would be allowed.

Mr. Anderson replied that if it complied with zoning. He then stated that they are going for storage units; they are not looking to insert businesses or industrial manufacturing, or anything other than storage units.

Chairwoman Swallow asked if they would be willing to include that as part of the covenants or lease agreements.

Mr. Anderson responded yes.

Chairwoman Swallow continued, without that commitment, she found it difficult to consider approving a preliminary plan. She stated that any type of business use in the facility would change what is required for approval of a preliminary plan. She commented that, even if parking would be available inside the units, she could not fathom any situation where parking would not be required onsite, outside of the units. She stated it is something she felt should be addressed. She then asked about hours of operation.

Mr. Anderson answered that storage units typically offer 24-hour access.

Chairwoman Swallow asked about refuse management and if there would be a dumpster.

Mr. Anderson replied that no dumpster is planned but, if required, they could put in a refuse area.

Chairwoman Swallow remarked that she would think the some sort of refuse management would be required, but that noise from a dumpster being tipped would be a concern.

Mr. Anderson stated that refuse could be addressed in the condo declarations or lease agreements; that the refuse must be handled by the owner. He stated that, if required by the city, they would comply.

Chairwoman Swallow asked if there were any other questions from the Commission.

Mrs. Friedel spoke about water runoff and a small drain at the end of her property. She expressed concern with the stormwater management system. Some of her comment was inaudible.

Chairwoman Swallow stated that the woods would help absorb water. She mentioned that, prior to obtaining final approval, the applicant would be required to submit a detailed drainage plan to City Engineer Rodriguez. She stated that it must show that the stormwater can be managed onsite and that it would not run onto neighboring properties. She discussed the proposed underground system which is a very effective way of managing, because it holds the water in a tank until the storm sewer can manage it. She asked about sanitary drains, should there be washing inside the units.

Mr. Anderson answered that any washing within the units would have to go through the sanitary system. He stated that any outside water would have to hit the pavement and go into their stormwater management system and go through the appropriate outside drains. He commented that it is not their intent to negatively impact the residents' properties.

Chairwoman Swallow clarified it is a requirement that the design provide for stormwater management; that it must show that water would stay on the property and would be maintained on the property in the future.

Rich Fredrickson, Engineer for Rafter A, Ltd., Land Surveying & Engineering 700 Oberlin Road, Elyria, OH 44035, spoke further about the stormwater. He indicated that the city requires less water leave their site; that they must control it better than before the trees were removed. He stated that the water would enter their stormwater system; that the water would then sit in the underground tank to outlet slowly into the ditch at the front of the property.

Mrs. Friedel stated that the ditches on Mills Road are full with every rain.

Chairwoman Swallow responded that her concern is precisely why the City Engineer is involved in the stormwater management plan. She stated that this is the reason for the underground storage tanks.

Council Liaison Abens addressed the comments from Chairwoman Swallow concerning a refuse plan.

Chairwoman Swallow stated that this is a preliminary plan only and that not every detail is required for preliminary approvals. She indicated that she liked the willingness of the applicant to restrict the units to storage and no business use; that moving the bathrooms is reassuring. She then mentioned that parking should be addressed in a final plan. She asked for any questions or comments from the Administration.

Assistant Law Director Morgan stated that an I-2 zoning district is a good location for the storage units but that it does butt up against a residential district. She commented that considerations

must be taken because of that. She asked if Commission members are comfortable that they have enough information regarding parking, the lease agreement, refuse management and stormwater management. She stated that these items should be considered when members vote.

Chairwoman Swallow asked for any further discussion. No discussion was offered.

It was moved by Smolik and seconded by Maleski to deny the application.

Chairwoman Swallow asked the applicant if they would like to request a deferral to a later date so that they could address some of the concerns raised.

Mr. Anderson agreed with the suggestion of Chairwoman Swallow to postpone the application.

The motion to deny the application was withdrawn.

It was moved by Maleski and seconded by Smolik to accept the request for postponement of the application.

A voice vote was taken and the motion carried.

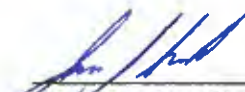
Yes – 5 No – 0

Chairwoman Swallow stated that the application had been deferred to a later date which could be scheduled with Deputy Clerk of Council Owens.

ADJOURNMENT:

Chairwoman Swallow announced the next regular meeting scheduled for June 11, 2019.

The meeting was adjourned at 8:38 P.M.



Jennifer Swallow *Janis J. Smolik*
Chairwoman



Michelle A. Owens
Deputy Clerk of Council

Tuesday, June 11, 2019
Date Approved

Engineering Fee Paid: \$ 225.00

Planning Commission & Bldg. Admin. Fees: \$ 164.00

Receipt No. 821128

See attached for description of fees



RECEIVED

CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
REQUEST FOR ACTION



Received: JUN 14 2019 Date released to Planning Commission: June 20, 2019
Date of Planning Commission meeting: 2/19/19 (unless otherwise notified)

APPLICANT INFORMATION AND REQUEST:

APPLICANT:	Thomas "Jeff" Kadusky	PROPERTY OWNER:	City of North Ridgeville - Public R/W
COMPANY NAME:	MCI-Metro	ADDRESS:	7307 Avon Belden Road
ADDRESS:	12300 Ridge Road	CITY/STATE:	North Ridgeville, OH ZIP 44039
CITY/STATE:	N. Royalton, OH ZIP 44133	PHONE NO:	440 352 0819
PHONE NO.:	330-819-1444	SIGNATURE:	<i>[Signature]</i>
SIGNATURE:	<i>[Signature]</i>	(Owner's original signature must be submitted with application)	

Applicant: please provide an email address, fax number or mailing address to send Administrative comments in advance of the Planning meeting:

LOCATION OF PROPERTY/ADDRESS: 7088 Lear Nagle Road
PERMANENT PARCEL NO: 0700004109019 ~ 070000418104 ZONING OF PROPERTY: _____
ZONING OF ADJACENT PROPERTY TO: NORTH _____ EAST _____ SOUTH _____ WEST _____
DESCRIPTION OF REQUEST: Install fiber optic conduit in the right-of-way of Lear Nagle Road and Lorain Road as part of MCI-Metro Fiber Densification Project.

Have the Planning Commission or Board of Zoning and Building Appeals considered any prior request concerning this property? Yes ☒ No ☒. If yes, list dates and nature of each: _____

On the attached form, list the current record title owners(s) adjacent to the property of request. Include on this list the record title owner(s) name, permanent parcel number and mailing address. Adjacent properties shall include those properties bordering to the north, south, east, west, across a street from the property involved and those properties meeting corners of the property involved.

In the event of property transfers, the applicant shall be responsible for providing an updated list of current adjacent record title owner(s) to the office of the Clerk of Council twenty-five days prior to the date of any public hearing when the applicant will appear on the agenda.

PLANNING COMMISSION USE ONLY: ☐ APPROVED ☐ DISAPPROVED

All approvals are conditional until applicant fully meets the requirements of applicable City ordinances enforced by the Chief Building Official, City Engineer, Fire Department and Police Department with respect to safety and design.

- ☐ Board of Building & Zoning Appeals approval required
☐ Conditions as set forth by the Commission on this date are _____

Date: _____ Signature: _____
(Presiding officer at meeting)

Return completed form to Building Dept., 7307 Avon Belden Road, North Ridgeville, Ohio, after Commission action.

TO BE FILLED OUT BY APPLICANT

I, _____,
(Print Name) (Signature)

verify that the following are the names, mailing addresses and permanent parcel numbers of the current record title owners adjacent to the property of request for:

Applicant: _____

Owner: _____

Project address: _____ Permanent parcel no. _____

THE FOLLOWING INFORMATION MAY BE OBTAINED AT THE LORAIN COUNTY AUDITOR'S OFFICE,
ADMINISTRATION BUILDING, 226 MIDDLE AVENUE, ELYRIA, OHIO.
PHONE: 440-329-5207 WEBSITE: WWW.LORAINCOUNTY.COM/AUDITOR

	<u>ADJACENT PROPERTY OWNER/ADDRESS</u>	<u>PARCEL NUMBER</u>
1		
2		
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9		
10		

SEE REVERSE SIDE FOR ADDITIONAL LISTINGS.

OFFICE USE ONLY

CBO verification by: _____
BZA/PC verification by: _____

Date/time stamp: _____

	<u>ADJACENT PROPERTY OWNER/ADDRESS</u>	<u>PARCEL NUMBER</u>
11		
12		
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26		

PLEASE COPY THIS PAGE FOR ADDITIONAL LISTINGS OF ADJACENT PROPERTY OWNERS.

15th Property List

LINE	ADJACENT PROPERTY OWNER	ADDRESS	PARCEL NUMBER
1	Tri Arch Inc	22535 Lorain Rd, Fairview Park, OH 44126	700004109057
2	Rini Realty Company	7171 Lear Nagle Rd, North Ridgeville, OH 44039	700004108105
3	Lorian Gateway Development LLC	23706 Russell Rd, Bay Village, OH 44140	700004109059
4	Murray Frances	349 Longfellow St, Elyria, OH 44035	700004108107
5	State Of Ohio	241 Stanford Pkwy, Findlay, OH 45840	700004109020
6	Julia Glover	7088 Lear Nagle Rd North Ridgeville, OH 44039	700004109019
7	Judy Cynthia	7080 Lear Nagle Rd North Ridgeville, OH 44039	700004109018
8	Cypress Land 1 LLC	Sheffield Village, OH 44035	700001408089
9	Leroy Knight	7068 Lear Nagle Rd North Ridgeville, OH 44039	700004109017
10	David Cobb	7060 Lear Nagle Rd North Ridgeville, OH 44039	700004109016
11	Bertha Burnsworth	7040 Lear Nagle Rd North Ridgeville, OH 44039	700004109026
12	Martin Patton	7038 Lear Nagle Rd North Ridgeville, OH 44039	700004109061
13	Cypress Land 1 LLC	Sheffield Village, OH 44035	700004108085
14	Joseph Violi	32789 Glen Dr North Ridgeville, OH 44039	700004107001
15	J.W. Maynard	32831 Chestnut Ridge Rd North Ridgeville, OH 44039	700004109063
16	Glen Ridge Properties LLC	32794 Glen Dr North Ridgeville, OH 44039	700004108068
17	Kara Page	32793 Chesnut Ridge Rd North Ridgeville, OH 44039	700004108067
18	John Gross	6984 Lear Nagle Rd North Ridgeville, OH 44039	700004105005
19	Herbert Morrow	6980 Lear Nagle Rd North Ridgeville, OH 44039	700004105004
20	Roberta Eck	6970 Lear Nagle Rd North Ridgeville, OH 44039	700004105010
21	leon Hamrick	6834 Lear Nagle Rd North Ridgeville, OH 44039	700004105008
22	leon Hamrick	6826 Lear Nagle Rd North Ridgeville, OH 44039	700004105007
23	Kaitlyn Barick	32640 Chesnut Ridge Rd North Ridgeville, OH 44039	700004104056
24	Curtis Burns	6839 Lear Nagle Rd North Ridgeville, OH 44039	700004104071
25	VFW Post 9871	Lear Nagle Rd North Ridgeville, OH 44039	700004104010
26	Sandra Hales	6776 Lear Nagle Rd North Ridgeville, OH 44039	700009120031
27	Mary Murray	6760 Lear Nagle Rd North Ridgeville, OH 44039	700009120034
28	Gail Arndt	6700 Lear Nagle Rd North Ridgeville, OH 44039	700009120233
30	Charles Stella	6650 Lear Nagle Rd North Ridgeville, OH 44039	700009120154
31	Jerry Tanner	6650 Lear Nagle Rd North Ridgeville, OH 44039	700009120153
32	VFW Post 9871	6805 Lear Nagle Rd North Ridgeville, OH 44039	700004104009
33	VFW Post 9871	6787 Lear Nagle Rd North Ridgeville, OH 44039	700004104008
34	Jame Manning	6769 Lear Nagle Rd North Ridgeville, OH 44039	700004104007
35	VFW Post 9871	Lear Nagle Rd North Ridgeville, OH 44039	700004104064

36	Andrew Alder	6757 Lear Nagle Rd North Ridgeville, OH 44309	700009123026
37	Anthony Canitano	6627 Lear Nagle Rd North Ridgeville, OH 44309	700004104004
38	Jeanette Allerton	6610 lot 161 Lear Nagle Rd North Ridgeville, OH 44309	700009120152
39	Dennis Turner	6590 Lear Nagle Rd North Ridgeville, OH 44309	700009120043
40	Adrian Fredrick	6611 Lear Nagle Rd North Ridgeville, OH 44309	700004104003
41	Archon Capital Growth And Income	6607 Lear Nagle Rd North Ridgeville, OH 44309	700009123029
42	Archon Capital Growth And Income	6607 Lear Nagle Rd North Ridgeville, OH 44309	700009123030
43	Timothy Hudson	6601 Lear Nagle Rd North Ridgeville, OH 44309	700004104058
44	Nicole Goss	6585 Lear Nagle Rd North Ridgeville, OH 44309	700009123017
45	George Justice	6565 Lear Nagle Rd North Ridgeville, OH 44309	700009123016
46	Charline Mcguire	6533 Lear Nagle Rd North Ridgeville, OH 44309	700009123015
47	Brenda Clarke	6585 Lear Nagle Rd North Ridgeville, OH 44309	700009123014
48	Vera Huffman	6564 Lear Nagle Rd North Ridgeville, OH 44309	700009116084
49	Vera Huffman	6564 Lear Nagle Rd North Ridgeville, OH 44309	700009116078
50	Vera Huffman	6564 Lear Nagle Rd North Ridgeville, OH 44309	700009116077
51	Vera Huffman	6564 Lear Nagle Rd North Ridgeville, OH 44309	700009116040
52	Vera Huffman	6564 Lear Nagle Rd North Ridgeville, OH 44309	700009116039
53	Kurt Kasper	Lear Nagle Rd North Ridgeville, OH 44309	700009116038
54	Kurt Kasper	33619 Gloria Ave North Ridgeville, OH 44309	700009116037
55	Kurt Kasper	Lear Nagle Rd North Ridgeville, OH 44309	700009116036
56	Robin Linn	6503 Lear Nagle Rd North Ridgeville, OH 44309	700009123013
57	Deborah Alman	6475 Lear Nagle Rd North Ridgeville, OH 44309	700004104074
58	Constance Picha	6431 Lear Nagle Rd North Ridgeville, OH 44309	700009123002
59	Jeffery Bayer	33427 Boulder Dr North Ridgeville, OH 44309	700009123001
60	Shawn Davis	Lear Nagle Rd North Ridgeville, OH 44309	700009113077
61	Shawn Davis	33628 Gloria Ave North Ridgeville, OH 44309	700009113068
62	Shawn Davis	Lear Nagle Rd North Ridgeville, OH 44309	700009113067
63	Shawn Davis	Lear Nagle Rd North Ridgeville, OH 44309	700009113066
64	Marlene Brown	6482 Lear Nagle Rd North Ridgeville, OH 44309	700009113062
65	Marlene Brown	Lear Nagle Rd North Ridgeville, OH 44309	700009113024
66	Steven Jirousek	6472 Lear Nagle Rd North Ridgeville, OH 44309	700009113023
67	Sheri Biro	6456 Lear Nagle Rd North Ridgeville, OH 44309	700009110053
68	Sue Reid	Lear Nagle Rd North Ridgeville, OH 44309	700009110051
69	Sue Reid	6436 Lear Nagle Rd North Ridgeville, OH 44309	700009110023
70	John Hopkins	6424 Lear Nagle Rd North Ridgeville, OH 44309	700009110046

2nd property List

LINE	ADJACENT PROPERTY OWNER	ADDRESS	PARCEL NUMBER
✓1	Tri Arch Inc	22535 Lorain Rd, Fairview Park, OH 44126	700004109057
✓2	Rini Realty Company	7171 Lear Nagle Rd, North Ridgeville, OH 44039	700004108105
✓3	Lorian Gateway Development LLC	23706 Russell Rd, Bay Village, OH 44140	700004109059
✓4	Murray Frances	349 Longfellow St, Elyria, OH 44035	700004108107
✓5	State Of Ohio	241 Stanford Pkwy, Findlay, OH 45840	700004109020 700 004 109 021 700 004 109 035
✓6	Julia Glover	7088 Lear Nagle Rd North Ridgeville, OH 44039	700004109019
✓7	Judy Cynthia	7080 Lear Nagle Rd North Ridgeville, OH 44039	700004109018
✓8	Cypress Land 1 LLC	Sheffield Village, OH 44035	700004108089 700004108089 700 004 108 085
✓9	Leroy Knight	7068 Lear Nagle Rd North Ridgeville, OH 44039	700004109017
✓10	David Cobb	7060 Lear Nagle Rd North Ridgeville, OH 44039	700004109016
✓11	Bertha Burnsworth	7040 Lear Nagle Rd North Ridgeville, OH 44039	700004109026
✓12	Martin Patton	7038 Lear Nagle Rd North Ridgeville, OH 44039	700004109061

✓13	Cypress Land 1 LLC	Sheffield Village, OH 44035	700004108085
✓14	Joseph Violi	32789 Glen Dr North Ridgeville, OH 44309	700004107001
✓15	J.W. Maynard	32831 Chestnut Ridge Rd North Ridgeville, OH 44039	700004109063
✓16	Glen Ridge Properties LLC	32794 Glen Dr North Ridgeville, OH 44309	700004108068
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✓19	Herbert Morrow	6980 Lear Nagle Rd North Ridgeville, OH 44309	700004105004
✓20	Roberta Eck	6970 Lear Nagle Rd North Ridgeville, OH 44309	700004105010
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✓22	leon Hamrick	6826 Lear Nagle Rd North Ridgeville, OH 44309	700004105007
✓23	Kaitlyn Barick	32640 Chesnut Ridge Rd North Ridgeville, OH 44039	700004104056
✓24	Curtis Burns	6839 Lear Nagle Rd North Ridgeville, OH 44309	700004104071
✓25	VPW Post 9871	Lear Nagle Rd North Ridgeville, OH 44309	700004104010

✓26	Sandra Hales	6776 Lear Nagle Rd North Ridgeville, OH 44309	700009120031
✓27	Mary Murray	6760 Lear Nagle Rd North Ridgeville, OH 44309	700009120034
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✓30	Charles Stella	6650 Lear Nagle Rd North Ridgeville, OH 44309	700009120154
✓31	Jerry Tanner	6650 Lear Nagle Rd North Ridgeville, OH 44309	700009120153
✓32	VFW Post 9871	6805 Lear Nagle Rd North Ridgeville, OH 44309	700004104009
✓33	VFW Post 9871	6787 Lear Nagle Rd North Ridgeville, OH 44309	700004104008
✓34	Jame Manning	6769 Lear Nagle Rd North Ridgeville, OH 44309	700004104007
✓35	VFW Post 9871	Lear Nagle Rd North Ridgeville, OH 44309	700004104064
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✓49	Vera Huffman	6564 Lear Nagle Rd North Ridgeville, OH 44309	700009116078
✓50	Vera Huffman	6564 Lear Nagle Rd North Ridgeville, OH 44309	700009116077
✓51	Vera Huffman	6564 Lear Nagle Rd North Ridgeville, OH 44309	700009116040
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✓65	Marlene Brown	Lear Nagle Rd North Ridgeville, OH 44309	700009113024

✓66	Steven Jirousek	6472 Lear Nagle Rd North Ridgeville, OH 44309	700009113023
✓67	Sheri Biro	6456 Lear Nagle Rd North Ridgeville, OH 44309	700009110053
✓68	Sue Reid	Lear Nagle Rd North Ridgeville, OH 44309	700009110051
✓69	Sue Reid	6436 Lear Nagle Rd North Ridgeville, OH 44309	700009110023
✓70	John Hopkins	6424 Lear Nagle Rd North Ridgeville, OH 44309	700009110046

LINE	ADJACENT PROPERTY OWNER	ADDRESS	PARCEL NUMBER
✓1	Rini Reality Company An Ohio Corp	32350 Lorian Rd North Ridgeville, OH 44039	700004108094
✓2	Rini Reality Company An Ohio Corp	32350 Lorian Rd North Ridgeville, OH 44039	700004108104
✓3	Hurricane Laser Wash LLC	32500 Lorain Rd North Ridgeville, OH 44039	700004109055
✓4	Jerry Slabaugh	32393 Lorain Rd North Ridgeville, OH 44309	700004110052
✓5	Jerry Slabaugh	32323 Lorain Rd North Ridgeville, OH 44309	700004110039
✓6	North Hero Land Company	32305 Lorain Rd North Ridgeville, OH 44309	700004110050
7	MUNSON ROAD PROPERTIES	32435 COOK RD, N.R. OH 44039	700003102040
8	JTL HOLDINGS	7670 TYLER BLVD. MENTOR, OH 44060	
		32499 LORAIN RD. N.R. OH 44099	700003102065

**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

Name of Applicant:	Thomas "Jeff" Kadusky (MCI-Metro)
Name of Owner:	City of North Ridgeville
Date Submitted for Consideration:	6-14-19
Date to Return to Planning Commission:	6-20-19
Regarding: Install Fiber Optic Conduit along Lear Nagle Road (Boulder Dr. to Lorain Rd.)	

RECOMMENDATIONS:

1240.08 Requires communications systems to be approved by Planning Commission, the City Engineer or other Municipal authorities.

(use additional sheets if necessary)

Department Head Signature & Title: _____

 CBO

Form prepared by the Office of the Clerk of Council 6-30-99. Amended 12-13-2005.

Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Commission Secretary not later than five (5) business days prior to the Commission meeting at which action is scheduled to be taken on the matter. (Planning Commission By-Laws, Article V, Section 3)

Comments received after the deadline will be distributed to the Members the night of the meeting.

**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

Name of Applicant:	Thomas Jeff Kadusky; MCI-Metro 12300 Ridge Rd, North Royalton, OH 44133
Name of Owner:	City of North Ridgeville – right-of-way 7307 Avon Belden Rd, North Ridgeville, OH 44039
Date of Planning Commission Meeting:	Tuesday, July 09, 2019
Date to Return to Deputy Clerk of Council:	Thursday, June 27, 2019, 4:00 PM
Regarding: Installation of fiber optic conduit in the right-of-way of Lear Nagle Road (extending from Boulder Drive to Lorain Road) and a portion of Lorain Road.	

Recommendations:

1. Detailed construction plans showing all of the existing underground utilities need to be submitted to the Engineering Department for review and approval for the entire corridor. There are numerous existing utilities throughout the corridor. MCI Metro or its contractor needs to call the Ohio Utilities Protection Service to have all utilities marked. The marked utilities need to be transferred to the plan to ensure that existing utilities will not conflict with the proposed bored conduit locations. All utility crossings shall be potholed.

(Use additional sheets if necessary.)

Department Head Signature:



Title: City Engineer

Form prepared by the Office of the Clerk of Council 6-30-99. Amended 03-22-2019.

Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Commission Secretary not later than five (5) business days prior to the Commission meeting at which action is scheduled to be taken on the matter.
(Planning Commission By-Laws, Article V, Section 3)

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**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

Name of Applicant:	Thomas Jeff Kadusky; MCI-Metro 12300 Ridge Rd, North Royalton, OH 44133
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Date of Planning Commission Meeting:	Tuesday, July 09, 2019
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Regarding:	Installation of fiber optic conduit in the right-of-way of Lear Nagle Road (extending from Boulder Drive to Lorain Road) and a portion of Lorain Road.

Recommendations:

(Use additional sheets if necessary.)

Department Head Signature: _____

Title: [Select Title...]

Form prepared by the Office of the Clerk of Council 6-30-99. Amended 03-22-2019.

Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Commission Secretary not later than five (5) business days prior to the Commission meeting at which action is scheduled to be taken on the matter.
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**CITY OF NORTH RIDGEVILLE PLANNING COMMISSION
RECOMMENDATIONS**

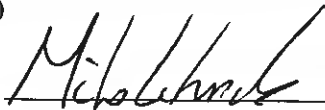
Name of Applicant:	Thomas Jeff Kadusky; MCI-Metro 12300 Ridge Rd, North Royalton, OH 44133
Name of Owner:	City of North Ridgeville – right-of-way 7307 Avon Belden Rd, North Ridgeville, OH 44039
Date of Planning Commission Meeting:	Tuesday, July 09, 2019
Date to Return to Deputy Clerk of Council:	Thursday, June 27, 2019, 4:00 PM
Regarding:	Installation of fiber optic conduit in the right-of-way of Lear Nagle Road (extending from Boulder Drive to Lorain Road) and a portion of Lorain Road.

Recommendations:

No comments at this time.

(Use additional sheets if necessary.)

Department Head Signature: _____



Title: Assistant Fire Chief

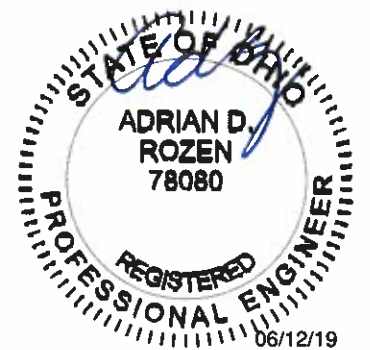
Form prepared by the Office of the Clerk of Council 6-30-99. Amended 03-22-2019.

Comments and recommendations by Administrative Officers, if any, shall be forwarded to the Commission Secretary not later than five (5) business days prior to the Commission meeting at which action is scheduled to be taken on the matter.
(Planning Commission By-Laws, Article V, Section 3)

Comments received after the deadline will be distributed to the Members the night of the meeting.

MCImetro Access Transmission Services, LLC

LEAR NAGLE RD
NORTH RIDGEVILLE, OH
LORAIN COUNTY
DESIGN
NFID# 1710AIVN.32



PREPARED BY:

FORESITE
group

Foresite Group, Inc.
3000 E Cesar Chavez St.
Suite 400
Austin, TX 78702
w | www.fg-inc.net
o | 334.887.6064
f | 334.887.6024

 **Metropolitan**
Communications Group
fiber engineering construction splicing
910 Camaro Run Drive, West Chester, PA 19380
Office: (610) 696-6910 • Fax: (610) 696-6937



 CALL BEFORE YOU DIG 1-800-362-2764 72 HOURS NOTICE REQUIRED	REVISIONS			MCImetro Access Transmission Services, LLC	 ForeSite Group, Inc. 3000 E Cesar Chavez St. Suite 400 Austin, TX 78702 www.fs-inc.net P 334.987.6064 F 334.987.6024	 930 Cantata Run Drive, West Chester, PA 19380 Office: (610) 696-6600 • Fax: (610) 696-6837	PROJECT MANAGER: JP	TITLE: LEAR NAGLE RD LOCATION MAP N. RIDGEVILLE, OH LORAIN COUNTY						
	DATE:	DESCRIPTIONS:	BY:				ENGINEERED BY: AR							
							DRAWN BY: AB							
							SUBMITTED FOR PERMIT	06/12/19			DRAWING NO: FOR_Lear_Nagle_Rd_Typicals			
								ISSUE DATE:		SCALE: NONE	SHEET: 2 OF 27			

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MAJOR MATERIALS		
MATERIALS DESCRIPTION	QTY	UNIT
U-GUARD	2	EA
MCImetro FIBER OPTIC CABLE	4687	LF
TRACER WIRE	4137	LF
ONE(1)-2" SCH 80 HDPE CONDUIT	4137	LF
2'x3'x3' TIER-22 CONCRETE HANDHOLE	6	EA

OHIO
Utilities Protection
SERVICE

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72 HOURS NOTICE REQUIRED

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DATE:	DESCRIPTIONS:	BY:

MCImetro
Access Transmission
Services, LLC

ForeSite Group, Inc.
3000 E Cesar Chavez St.
Suite 400
Aurora, TN 37002

www.fs-inc.net
P 334.887.6064
F 334.887.6024

Metropolitan
Communications Group

910 Campus Run Drive, West Chester, PA 19380
Office: (610) 696-6910 • Fax: (610) 696-6937

PROJECT MANAGER: JP	TITLE: LEAR NAGLE RD TABLE OF CONTENTS N. RIDGEVILLE, OH LORAIN COUNTY	
ENGINEERED BY: AR		
DRAWN BY: AB		
SUBMITTED FOR PERMIT		
06/12/19	DRAWING NO: FOR_Lear_Nagle_Rd_Typicals	
ISSUE DATE:	SCALE: NONE	SHEET: 3 OF 27

CONTACT SHEET

MCImetro:

OSP ENGINEER: JEFF KADUSKY (330) 819-1444

UTILITIES

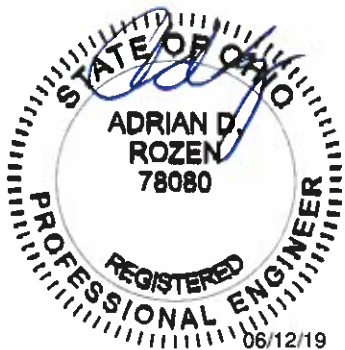
ONE CALL SYSTEM (UTILITY LOCATES) (800) 362-2764

ENGINEERING CONTRACTOR:

NAME OF FIRM: FORESITE GROUP
PROJECT MANAGER: JAMES POHLOD (330) 351-1030
PERMIT MANAGER: ED ZAVODA (216) 375-6820
PROJECT ENGINEER: ADRIAN ROZEN (863) 370-5682

CONSTRUCTION CONTRACTOR:

NAME OF FIRM: MASTEC NORTH AMERICA, INC.
CONSTRUCTION MANAGER: BRIAN ANDERSON (216) 212-2498



REVISIONS		
DATE:	DESCRIPTIONS:	BY:

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Services, LLC



PROJECT MANAGER: JP	TITLE: LEAR NAGLE RD CONTACT SHEET N. RIDGEVILLE, OH LORAIN COUNTY	
ENGINEERED BY: AR		
DRAWN BY: AB		
SUBMITTED FOR PERMIT	DRAWING NO: FOR_Lear_Nagle_Rd_Typicals	
06/12/19	ISSUE DATE:	SCALE: NONE SHEET: 4 OF 27

GENERAL NOTES

ALL HANDHOLES TO BE PLACED ON A 12" BASE OF CRUSHED STONE.

ALL POLYMER CONCRETE HANDHOLES TO BE EQUIPPED WITH SECURITY LIDS WITH LOCKING BOLTS.

GROUND RESTORATION/RIGHT-OF-WAY SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.

ALL CONDUIT/INNERDUCT BENDS TO HAVE SWEEP (36") BENDING RADIUS.

ALL INNERDUCTS SHALL HAVE A DRAG LINE IN EACH.

INNERDUCTS/CONDUIT SLEEVE TO BE SEALED IN BUILDING CORE BORE WITH THUNDERLINE LINKSEAL, JACK MOON PLUGS OR APPROVED EQUAL.

PLACE CABLE LOCATE MARKERS AT EACH HANDHOLE AND AT MINIMUM SPACING OF 500'.

ANY CONDUIT/INNERDUCT RUNNING LINES SHOWN ON PRINT ARE ESTIMATES ONLY. ACTUAL RUNNING LINES TO BE DETERMINED VIA TEST HOLES BY CONTRACTOR PRIOR TO TRENCHING OPERATION. MOST UNDERGROUND UTILITIES ARE NOT SHOWN ON PRINTS. CONTACT UTILITY COMPANIES FOR EXACT LOCATION.

THE PROJECT MANAGER SHALL BE RESPONSIBLE FOR THE ADVANCED NOTIFICATION TO THE PROPER AGENCIES OR OWNERS WHEN CROSSING THEIR PROPERTIES OR UTILITIES WITH FIBER CABLE. CONTRACTOR SHALL ALSO PROTECT, SHORE, BRACE AND MAINTAIN ALL UNDERGROUND PIPES, CONDUITS, DRAINS AND OTHER UNDERGROUND CONSTRUCTION UNCOVERED OR OTHERWISE AFFECTED BY THE CONSTRUCTION WORK.

CERTAIN PIPE LINES, SEWERS, CULVERTS, DRAINS, CABLES AND OTHER EXISTING SUBSURFACE STRUCTURES IN THE VICINITY OF THE WORK TO BE DONE ARE INDICATED ON THE PLANS ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE SURVEY CREW. DAMAGE TO SUBSURFACE STRUCTURES, OR DELAY TO THE CONTRACTOR DUE TO ENCOUNTERING STRUCTURES, CABLES OR PIPELINE NOT SHOWN OR IN LOCATIONS DIFFERENT FROM THOSE INDICATED ON THE PLANS SHALL NOT CONSTITUTE A CLAIM FOR EXTENSION OF WORK DELAYS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO STREETS, CURBS, ROADS, HIGHWAYS, SHOULDERS, DITCHES, EMBANKMENTS, CULVERTS, STORM DRAINS, BRIDGES OR OTHER PUBLIC OR PRIVATE PROPERTY, REGARDLESS OF LOCATION OR CHARACTER, WHICH MAY BE CAUSED BY MOVING, HAULING OR OTHERWISE TRANSPORTING EQUIPMENT MATERIALS OR MEN TO OR FROM WORK OR ANY SITE THERE-OF, WHETHER BY HIM OR HIS CONTRACTOR OR SUBCONTRACTOR.

EXTREME CARE SHALL BE EXERCISED TO AVOID HITTING OR CAUSING DAMAGE TO AERIAL AND SUBSURFACE OBSTRUCTIONS, OWNERS OF STRUCTURES WILL BE NOTIFIED IN ADVANCE OF EXCAVATION WORK BY THE CONTRACTOR AND A REQUEST WILL BE MADE TO LOCATE THE AFFECTED PLANT.

THE PROJECT MANAGER SHALL MAKE, WITHOUT DELAY, SATISFACTORY AND ACCEPTABLE ARRANGEMENTS WHICH THE AGENCY OR AUTHORITY HAVING JURISDICTION OVER THE DAMAGED PROPERTY, SURFACE OR FACILITY CONCERNING ITS REPAIR OR REPLACEMENT OR PAYMENT OF COSTS INCURRED IN CONNECTION WITH SAID DAMAGE.

PULLING EYES/BREAK AWAY SWIVEL SHALL BE AFFIXED TO THE CABLE DURING ALL DIRECT OPERATIONS THROUGH A TENSION METER TO LIMIT TENSION ON THE CABLE NOT TO EXCEED THE MANUFACTURERS RECOMMENDATION.

ALL MATERIAL PLACED SHALL BE APPROVED BY A PROJECT MANAGER.

DEVIATIONS FROM THE ENGINEERED ROUTE REQUIRES A PROJECT MANAGER AND RIGHT-OF-WAY OWNER OR CARETAKER APPROVAL PRIOR TO CONSTRUCTION.

CABLE SHALL BE UNREELED AND REREELLED IN FIGURE 8 FASHION AT BRIDGES, RAILROAD TRACKS, ROADS, STREETS, UTILITY CROSSINGS AND OTHER LOCATIONS TO PREVENT CUTTING OF THE CABLE.

WHERE PERMITS FROM STATE, COUNTY, TOWNSHIP, CITY, RAILROAD OR GOVERNMENTAL AGENCIES ARE REQUIRED, ALL WORK PERFORMED WILL COMPLY WITH THESE AGENCIES STANDARD SPECIFICATION.

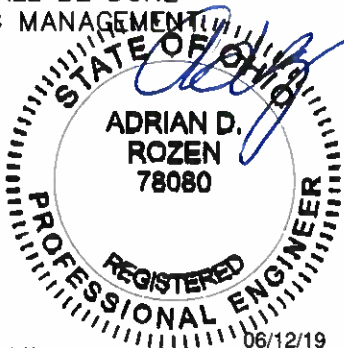
THE PROJECT MANAGER SHALL NOTIFY BUILDING MANAGEMENT WHEN WORK WILL BEGIN ON BUILDING. CONTRACTOR TO COORDINATE ROOM ACCESS AND WORK START AND STOP TIMES WITH BUILDING MANAGEMENT.

CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE DONE TO EXISTING STRUCTURE DURING THE COURSE OF PERFORMING THE JOB INDICATED ON THE PRINTS, REPAIR AND/OR REPLACEMENT OF DAMAGE TO BUILDING SHALL BE DONE SOLELY AT THE CONTRACTORS EXPENSE.

THE PROJECT MANAGER WILL RESERVE THE RIGHT TO INSPECT AT ANY TIME THE WORK BEING PERFORMED BY THE CONTRACTOR. IF MCG DETERMINES THAT THE WORK IS NOT BEING PERFORMED TO MINIMUM QUALITY STANDARDS, THEN THE CONTRACTOR SHALL PROVIDE REWORK AT HIS OWN COST.

ANY CHANGE IN PROJECT SCOPE, INCLUDING BUT NOT LIMITED TO, CONDUIT LENGTH, CONDUIT PATH, AERIAL PATH ETC., MUST BE APPROVED BY THE PROJECT MANAGER.

ALL CORING/CONSTRUCTION THAT WILL CAUSE NOISE AND/OR VIBRATION SHALL BE DONE OUTSIDE NORMAL BUSINESS HOURS OR TO THE DISCRETION OF THE BUILDING MANAGEMENT.



REVISIONS		
DATE:	DESCRIPTIONS:	BY:

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Access Transmission
Services, LLC



PROJECT MANAGER: JP	TITLE: LEAR NAGLE RD GENERAL NOTES N. RIDGEVILLE, OH LORAIN COUNTY		
ENGINEERED BY: AR			
DRAWN BY: AB			
SUBMITTED FOR PERMIT	DRAWING NO: FOR_Lear_Nagle_Rd_Typicals		
06/12/19	ISSUE DATE:	SCALE: NONE	SHEET: 5 OF 27

FIBER PLACEMENT: CONSTRUCTION NOTES

FIBER CABLE SHALL MAINTAIN A MINIMUM 24" BENDING RADIUS AT ALL TIMES.

CONTRACTOR SHALL DOUBLE LASH THE ENTIRE ROUTE AS DEPICTED.

ONLY NEW HARDWARE, i.e. LASHING WIRE, LASHING WIRE CLAMPS, ETC., WILL BE ACCEPTED.

LASHING WIRE CLAMPS SHALL BE PLACED 10" EACH FROM CENTER THROUGH BOLT, AND METAL STRAP WITH 1/4" SPACER SHALL BE PLACED 12" FROM CENTER THROUGH BOLT.

CONTRACTOR SHALL RECORD SEQUENCE # OF FIBER CABLE AT EVERY POLE, MANHOLE, SLACK COIL AND TAIL LOCATION. CONTRACTOR TO PROVIDE PROJECT MANAGER WITH SEQUENCE NUMBERS AT PROJECT COMPLETION.

SLACK COIL AND SLACK LOOP LOCATIONS SHALL BE DETERMINED ON CONSTRUCTION DRAWINGS.

OVERLASHING OPERATIONS REQUIRE THE LOWERING OF EXISTING FIBER OPTIC CABLE SLACK COILS AND SPLICE CASES PRIOR TO OVERLASHING THE PROPOSED FIBER OPTIC CABLE (UNLESS OTHERWISE NOTED)

FIBER CABLE SHALL NOT BE PULLED WITH MORE THAN 600 LBS. DYNAMIC TENSION. SAFEGUARDS SUCH AS 600 LB. BREAK AWAY SWIVEL AND A 600 LB. CLUTCH CAPSTAN MUST BE USED.

CABLE LUBRICATION SHALL BE USED TO REDUCE PULLING TENSION. LUBRICANTS MUST NOT CONTAIN ANY PETROLEUM PRODUCTS.

IRON RACKING SHALL BE PLACED IN MANHOLES TO SECURE SLACK COILS AND SPLICE CASES.

ALL UTILITY POLE HARDWARE MUST BE TIGHTENED DURING LASHING OPERATIONS.

LASHING WIRES SHALL BE TERMINATED IN A MANNER SO AS NOT TO CROSS ONE ANOTHER OR ANY OTHER SHARP OBJECTS, WHICH MIGHT CREATE FUTURE BREAKS IN THE WIRE. ENDS OF LASHING WIRE AND METAL STRAPS SHALL BE TRIMMED, TUCKED, AND KEPT NEAT.

FIBER OPTIC WARNING TAGS SHALL BE PLACED AT EVERY WORK POLE, MANHOLE, SLACK COIL, SPLICE CASE AND WHERE SO INDICATED BY PROJECT MANAGER.



 OHIO Utilities Protection SERVICE CALL BEFORE YOU DIG 1-800-362-2764 72 HOURS NOTICE REQUIRED	REVISIONS			MCImetro Access Transmission Services, LLC	 FORESITE group Foresite Group, Inc. 3000 E Cesar Chavez St. Suite 400 Austin, TX 78702 www.fg-inc.net t 334.887.6654 f 334.887.6624	 Metropolitan Communications Group for engineering construction splicing 918 Carmine Run Drive, West Chester, PA 19380 Office: (610) 696-6910 • Fax: (610) 696-6927	PROJECT MANAGER: JP	TITLE: LEAR NAGLE RD FIBER PLACEMENT NOTES N. RIDGEVILLE, OH LORAIN COUNTY		
	ENGINEERED BY: AR									
	DRAWN BY: AB									
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	06/12/19	ISSUE DATE:	SCALE: NONE				SHEET: 6 OF 27			

SYMBOLS KEY

EXISTING		EXISTING	PROPOSED	EXISTING	PROPOSED
NORTH ARROW		RAILROAD CROSSING SIGNAL		RAILROAD TRACKS	
POWER POLE		MILE MARKER POST		FENCE	
TELEPHONE POLE		BRIDGE		GUARDRAIL	
JOINT POLE		TREE		CENTERLINE	
TRANSFORMER ON POLE		BUSH		FACE OF CURB	
CABLE TV POLE		CAUTION NOTE		EDGE OF PAVEMENT	
CONCRETE POLE		TOP OF SLOPE		BACK OF CURB	
STEEL POLE		BOTTOM OF SLOPE		RIGHT-OF-WAY	
PEDESTAL		DITCH LINE		CITY, COUNTY OR STATE BOUNDARY LINE	
POLYMER CONCRETE HANDHOLE		FOOTAGE		PROPERTY LINE	
ELECTRIC MANHOLE		OVERHEAD GUY		UNDERGROUND GAS LINE	
SEWER MANHOLE		SLACK SPAN		UNDERGROUND WATER LINE	
STORM MANHOLE		PUSH BRACE		UNDERGROUND ELECTRIC LINE	
TELEPHONE MANHOLE		POLE TO POLE GUY		UNDERGROUND TELCOM LINE	
WATER MANHOLE		ANCHOR & GUY		UNDERGROUND CATV	
UNKNOWN MANHOLE		SIDEWALK ANCHOR & GUY		UNDERGROUND SEWER LINE	
FIRE HYDRANT (FH)		ANCHOR ONLY		UNDERGROUND STORM DRAIN LINE	
STREET LIGHT (SL)		FIBER SPLICE		TRENCH FIBER OPTIC CABLE	
TRAFFIC LIGHT (TL)		FIBER SLACK COIL (AERIAL)		AERIAL FIBER OPTIC CABLE	
GAS VALVE (GV)		SLACK COIL (UG) (##=FOOTAGE)		REMOVE CABLE	
WATER VALVE/METER (WV/WM)		FIBER TAIL		CONCRETE ENCASED	
ELECTRIC VAULT				DIRECTIONAL BORE	
GROUND				JACK AND BORE	
CATCH BASIN				TEST PIT	
CULVERT (SIZE AS INDICATED)					
RAILROAD SIGNAL					



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Access Transmission
Services, LLC

FORESITE
group

ForeSite Group, Inc.
3000 E Cesar Chavez St
Suite 400
Austin, TX 78702

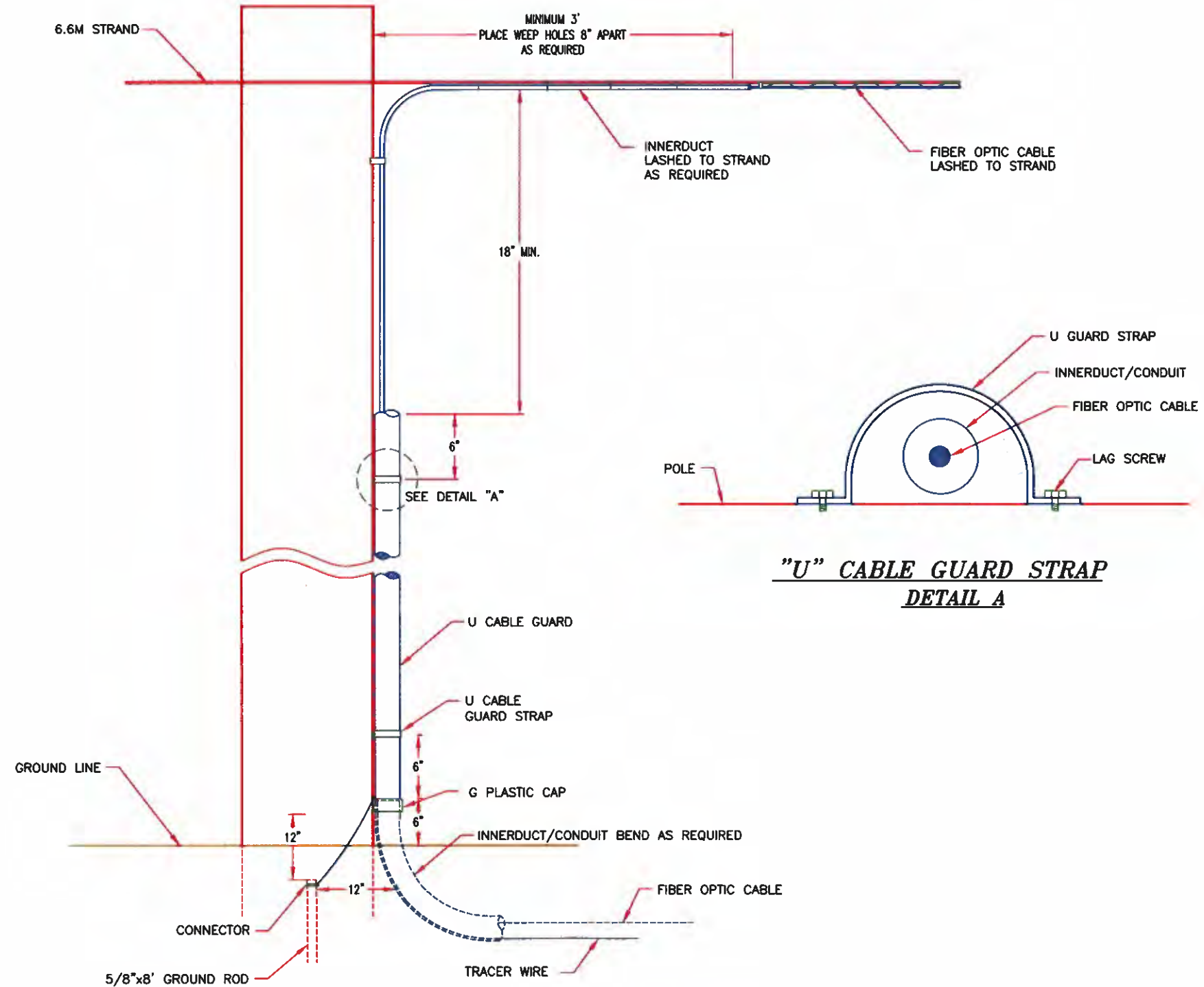
www.fs-nic.net
t 334.887.6054
f 334.887.6024

Metropolitan
Communications Group

fiber engineering construction splicing

910 Camino Real Drive, West Chester, PA 19380
Office: (610) 696-6910 • Fax: (610) 696-6927

PROJECT MANAGER: JP	TITLE: LEAR NAGLE RD SYMBOLS KEY N. RIDGEVILLE, OH LORAIN COUNTY	
ENGINEERED BY: AR		
DRAWN BY: AB		
SUBMITTED FOR PERMIT	DRAWING NO: FOR_Lear_Nagle_Rd_Typicals	
06/12/19	ISSUE DATE:	SCALE: NONE SHEET: 7 OF 27



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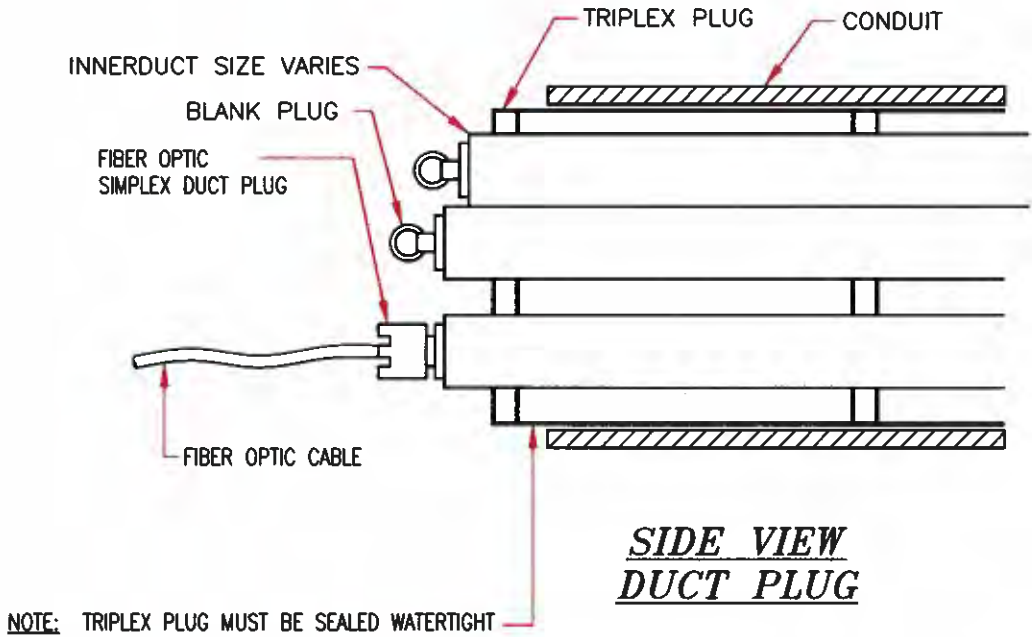
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06/12/19

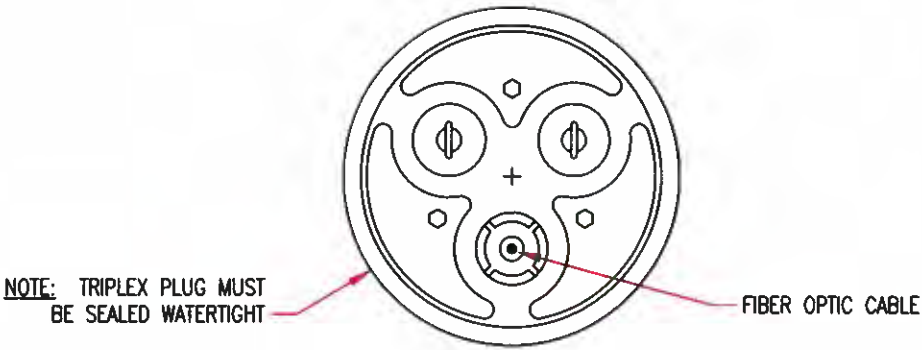
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TYPICAL RISER INSTALLATION DETAIL	
N. RIDGEVILLE, OH	LORAIN COUNTY
DRAWING NO: FOR_Lear_Nagle_Rd_Typical_Details	
ISSUE DATE:	SCALE: NTS
SHEET: 8 OF 27	

DUCT PLUG DETAILS WITH CASING PIPE



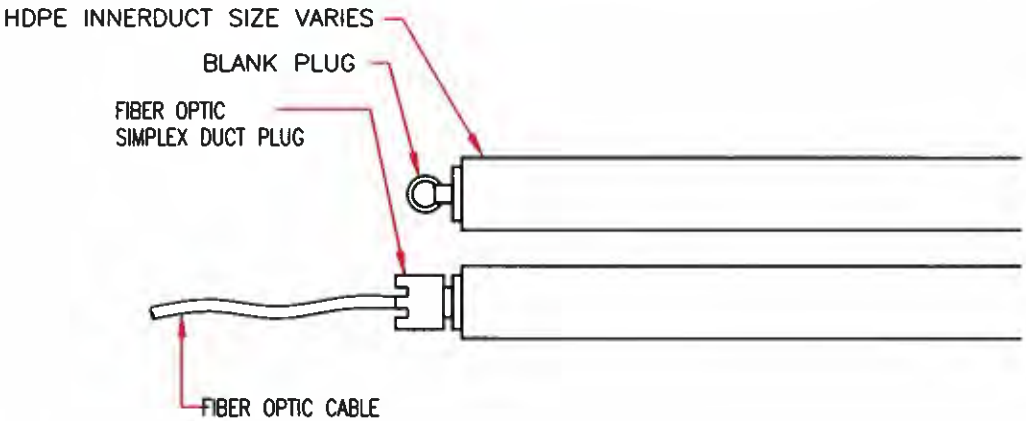
SIDE VIEW
DUCT PLUG

TRIPLEX DUCT PLUG DETAIL



FRONT VIEW
DUCT PLUG

DUCT PLUG DETAILS WITHOUT CASING PIPE



SIDE VIEW
DUCT PLUG

NOTES

- 1) ALL INNERDUCT CASING AND FIBER OPTIC CABLE MUST BE PLUGGED WITH A SIMPLEX PLUG.
- 2) ALL EMPTY INNERDUCT MUST BE PLUGGED WITH DUCT PLUGS
- 3) ALL CASING PIPES MUST BE PLUGGED WITH A TRIPLEX PLUG



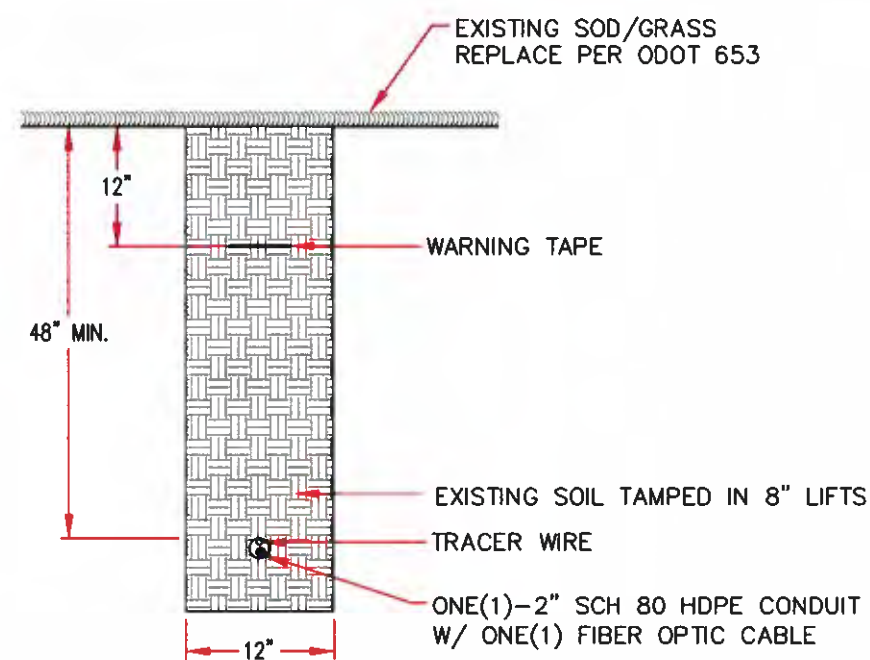
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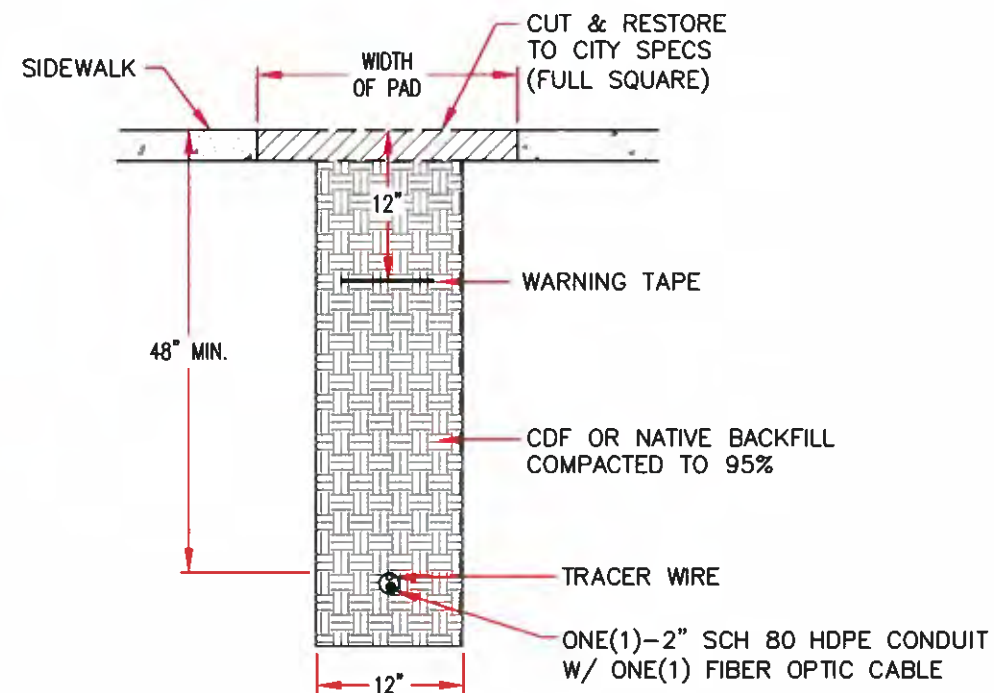


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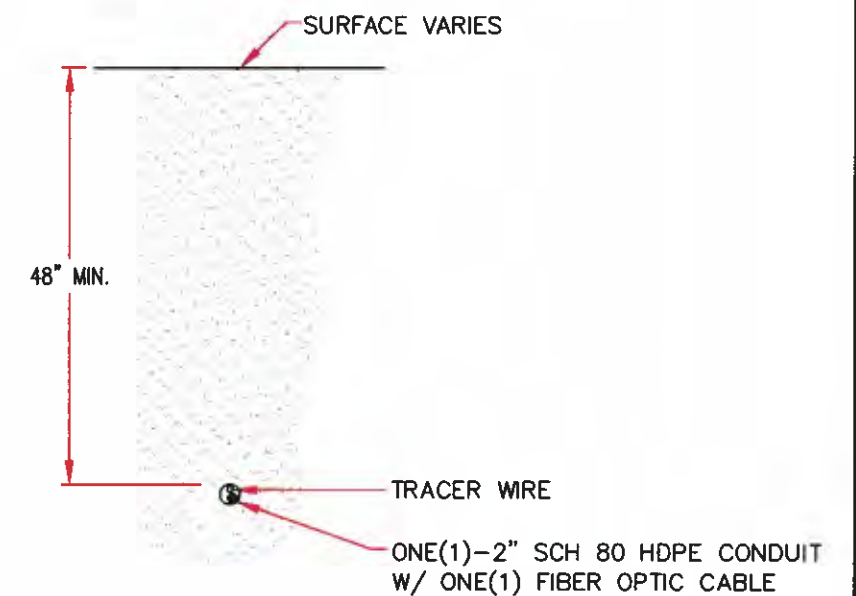
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LEAR NAGLE RD	
TYPICAL DUCT PLUG DETAILS	
N. RIDGEVILLE, OH LORAIN COUNTY	
DRAWING NO: FOR_Lear_Nagle_Rd_Typical_Details	
ISSUE DATE:	SCALE: NTS
	SHEET: 9 OF 27



TRENCH TYPICAL - GRASS



TRENCH TYPICAL - CONCRETE SIDEWALK



TYPICAL DIRECTIONAL BORE DETAIL

NOTES:

- 1) CONDUIT SHALL BE ONE(1)-2" SCH 80 HDPE.
- 2) DISTURBED AREA TO BE RESTORED TO EXISTING CONDITION.
- 3) EXISTING FILL SHALL BE BACKFILLED WITH EXCEPTION TO 4" OR LARGER COBBLES OR FOREIGN DEBRIS.
- 4) THIS SOIL SHALL BE TAMPED IN 8" LIFTS.
- 5) TRENCH WIDTH MUST BE A MINIMUM OF 12" AND A MAXIMUM OF 18".



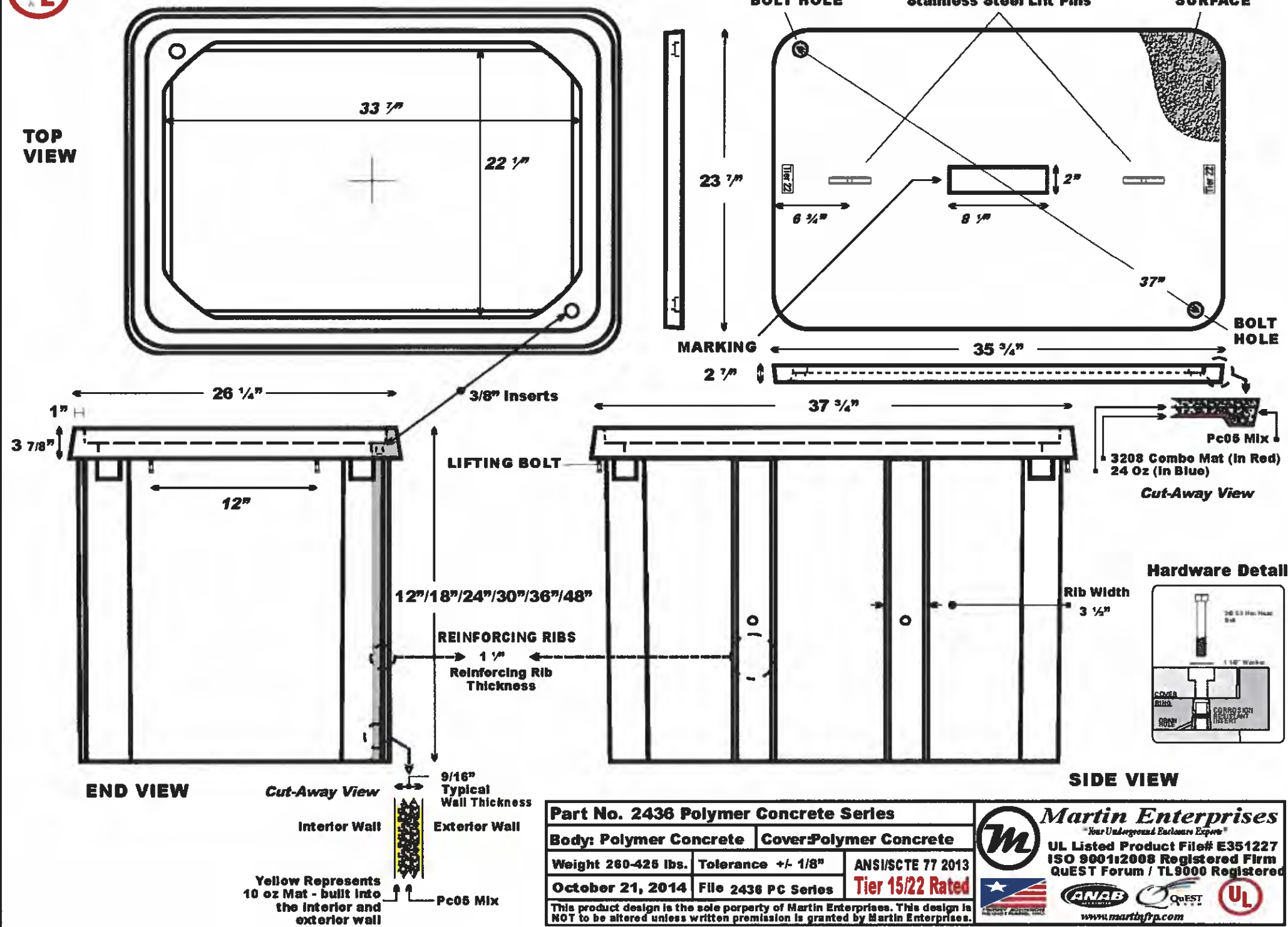
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PROJECT MANAGER: JP	TITLE: LEAR NAGLE RD TYPICAL DETAILS		
ENGINEERED BY: AR			
DRAWN BY: AB	N. RIDGEVILLE, OH LORAIN COUNTY		
SUBMITTED FOR PERMIT			
06/12/19	DRAWING NO: FOR_Lear_Nagle_Rd_Typical_Details	ISSUE DATE:	SCALE: NTS
			SHEET: 10 OF 27

2436 Polymer Concrete Series / Tier 15 & 22



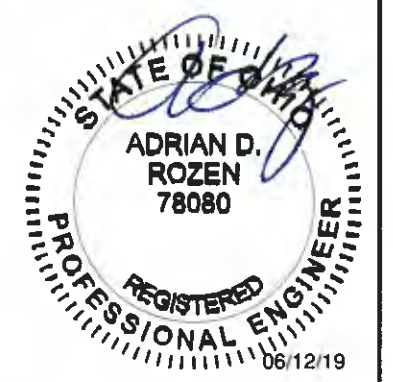
Part No. 2436 Polymer Concrete Series		
Body: Polymer Concrete	Cover: Polymer Concrete	
Weight 260-425 lbs.	Tolerance +/- 1/8"	ANSI/SCTE 77 2013
October 21, 2014	File 2436 PC Series	Tier 15/22 Rated
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"Your Underground Enclosure Experts"

UL Listed Product File# E351227
ISO 9001:2008 Registered Firm
QuEST Forum / TL9000 Registered

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MCImetro
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"for engineering, construction, & design"
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PROJECT MANAGER: JP
ENGINEERED BY: AR
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06/12/19

TITLE:		
LEAR NAGLE RD		
TYPICAL HANDHOLE DETAILS		
N. RIDGEVILLE, OH LORAIN COUNTY		
DRAWING NO:	FOR_Lear_Nagle_Rd_Typical_Details	
ISSUE DATE:	SCALE: NTS	SHEET: 11 OF 27

I-480
(EB)

MATCHLINE - SEE SHEET 13

PARCEL 070000410107
349 LONGFELLOW ST
ELYRIA, OH 44035

PARCEL 0700004109059
23706 RUSSELL RD
BAY VILLAGE, OH 44140

PARCEL 070000410105
19050 LORAIN RD
FAIRVIEW PARK, OH 44126

215LF DIRECTIONAL BORE
PLACE ONE(1)-2" SCH 80 HDPE CONDUIT
WITH ONE(1) MCImetro FIBER OPTIC CABLE AND TRACER WIRE

STA. 0+32
PROPOSED 3'x3'x3' SENDING/RECEIVING PIT
PLACE ONE(1) 2'x3'x3' TIER-22 CONCRETE HANDHOLE
LEAVE 50LF SLACK COIL

BEGIN PROJECT
STA. 0+00
(TOP OF RISER)
PLACE U-GUARD
(RISER AT ±25'V)
PROPOSED SPLICE LOCATION
LEAVE 100LF TAIL FOR SPLICING OPERATIONS
STA. 0+25
(BOTTOM OF POLE)

4LF GRASS TRENCH, 3LF CONC S/W TRENCH
PLACE ONE(1)-2" SCH 80 HDPE CONDUIT WITH
ONE(1) MCImetro FIBER OPTIC CABLE AND TRACER WIRE
(REMOVE AND REPLACE TWO(2) 5'x5' CONCRETE PADS)

PARCEL 0700004109057
22535 LORAIN RD
FAIRVIEW PARK, OH 44126

PARCEL 0700004108104
18050 LORAIN RD
FAIRVIEW PARK, OH 44126

CONSTRUCTION NOTES

- 1) UTILITIES LOCATIONS AND ROW SHOWN ARE BASED ON RECORDS AND FIELD OBSERVATIONS. ALL UTILITIES MUST BE VERIFIED.
- 2) THE CONTRACTOR WILL BE RESPONSIBLE TO PERFORM TRENCHING OPERATIONS IN COMPLIANCE WITH OSHA GUIDELINES.
- 3) SURFACE RESTORATION WILL BE COMPLETED AND MAINTAINED TO THE SATISFACTION OF THE PROPERTY OWNER OR OTHER PERMITTING AUTHORITY.
- 4) ALL WORK WILL BE PERFORMED UNDER PERMIT TO THE APPROPRIATE AUTHORITY FOLLOWING ANY AND ALL RESTRICTIONS OR APPROVED REVISIONS.
- 5) FULL SIDEWALK PAD REPLACEMENT REQUIRED.



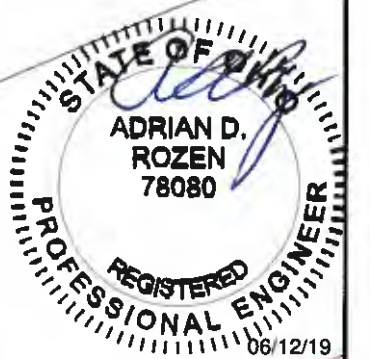
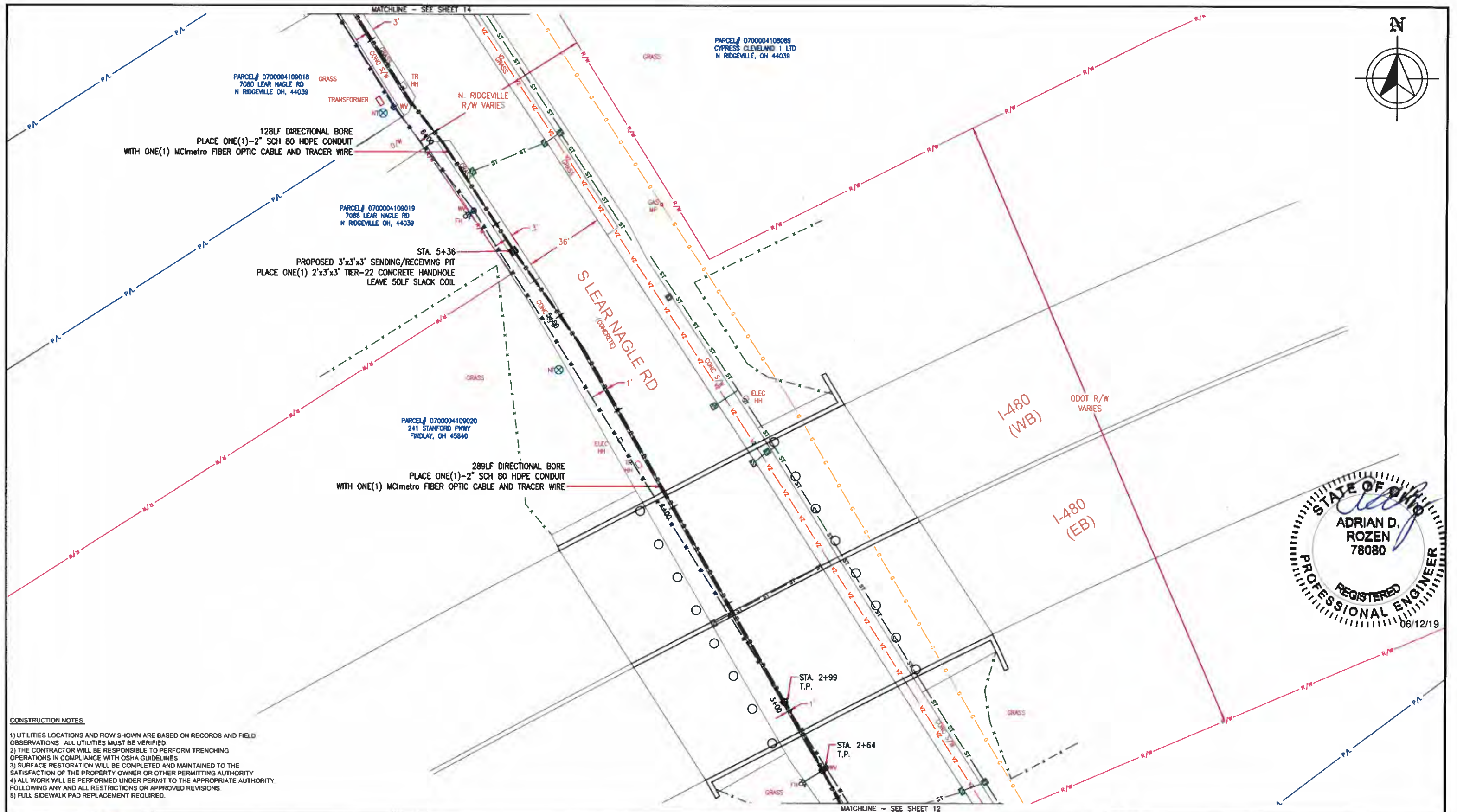
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DATE:	DESCRIPTIONS:	BY:

MCImetro
Access Transmission
Services, LLC



PROJECT MANAGER: JP
ENGINEERED BY: AR
DRAWN BY: AB
SUBMITTED FOR PERMIT
06/12/19

TITLE:	
LEAR NAGLE RD PLAN VIEW	
N. RIDGEVILLE, OH LORAIN COUNTY	
DRAWING NO: FOR_Lear_Nagle_Rd_Plan_View	
ISSUE DATE:	SCALE: 1" = 40'
	SHEET: 12 OF 27



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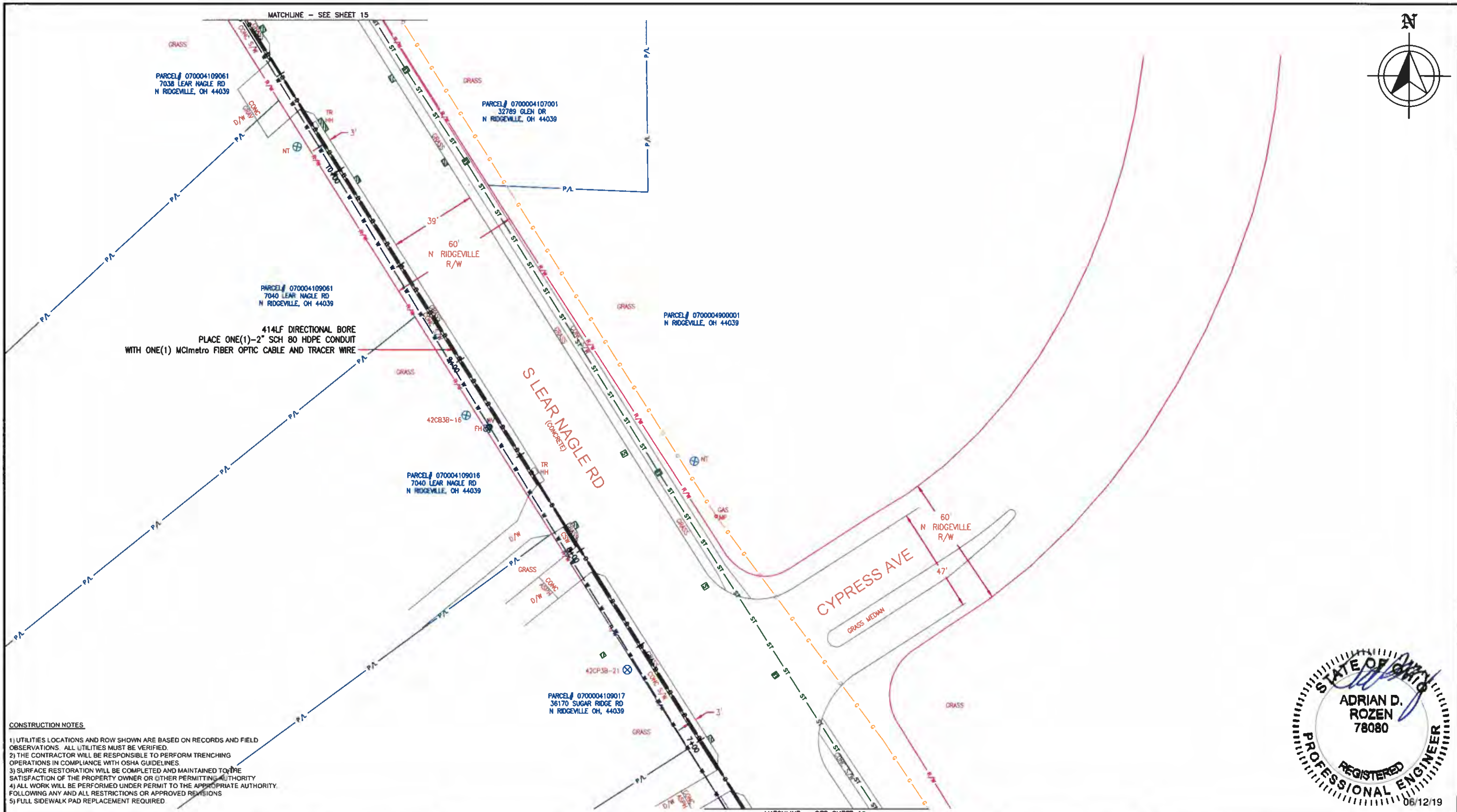
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Foresite Group, Inc.
3000 E. Cesar Chavez St.
Suite 400
Austin, TX 78702
www.foresite.net
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Metropolitan
Communications Group
9100 Canton Road, Suite 100, West Chester, PA 19380
(610) 696-6910 • Fax: (610) 696-6917

PROJECT MANAGER: JP
ENGINEERED BY: AR
DRAWN BY: AB
SUBMITTED FOR PERMIT
06/12/19

TITLE:		LEAR NAGLE RD PLAN VIEW	
N. RIDGEVILLE, OH		LORAIN COUNTY	
DRAWING NO:	FOR_Lear_Nagle_Rd_Plan_View	ISSUE DATE:	SCALE: 1" = 40'
SHEET: 13 OF 27			



CONSTRUCTION NOTES:

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- 4) ALL WORK WILL BE PERFORMED UNDER PERMIT TO THE APPROPRIATE AUTHORITY, FOLLOWING ANY AND ALL RESTRICTIONS OR APPROVED REVISIONS.
- 5) FULL SIDEWALK PAD REPLACEMENT REQUIRED.





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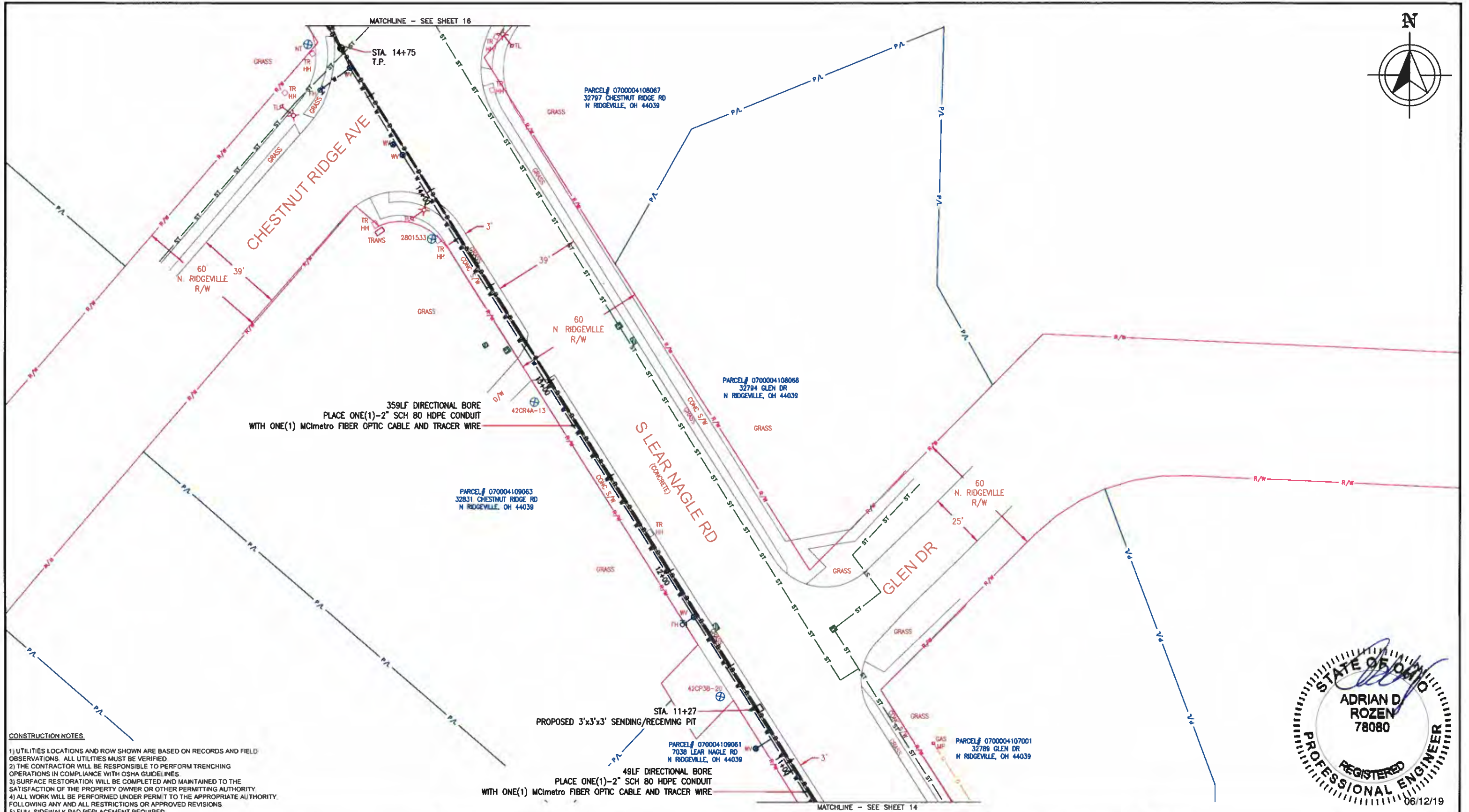


Metropolitan
Communications Group

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PROJECT MANAGER: JP
ENGINEERED BY: AR
DRAWN BY: AB
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06/12/19

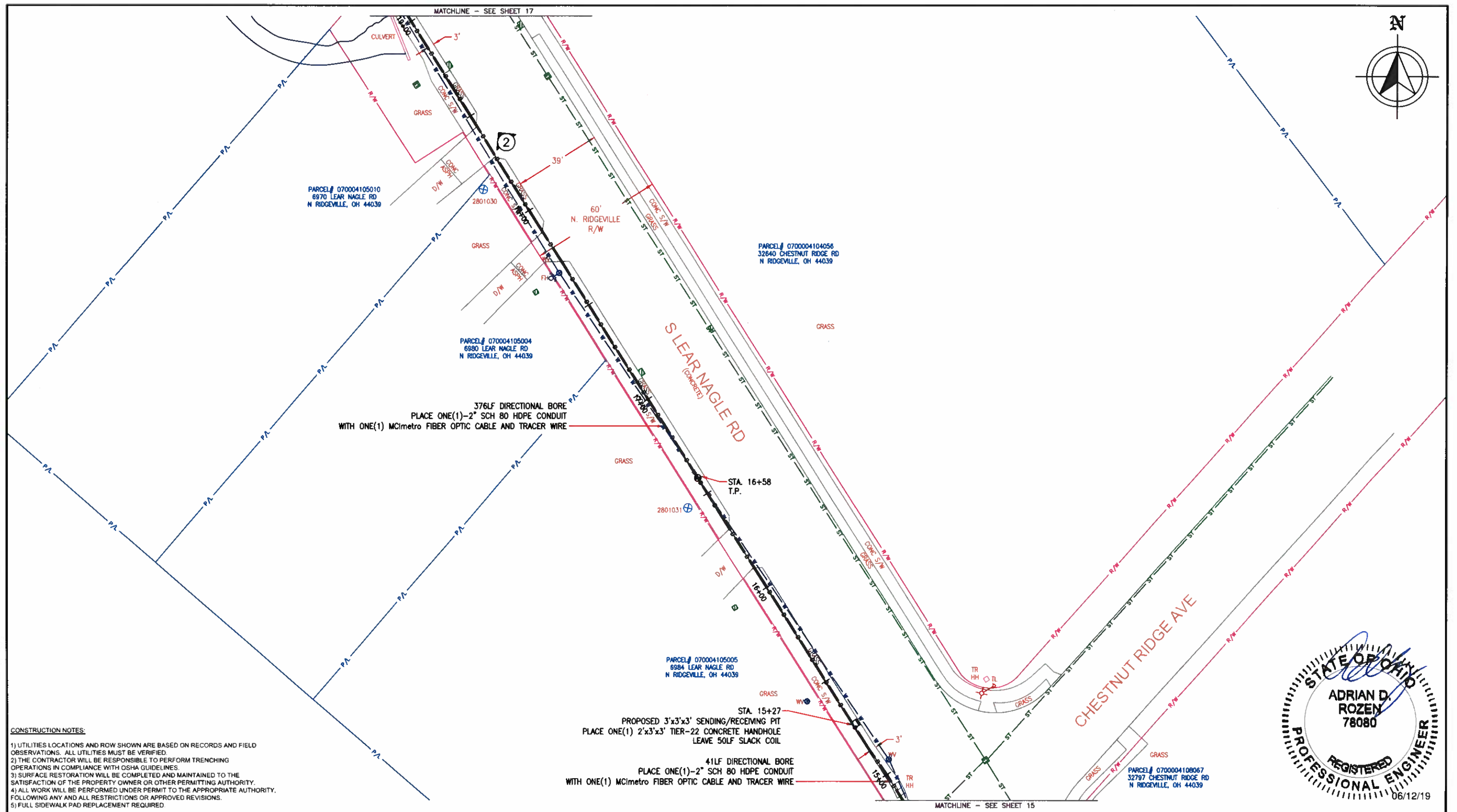
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		PLAN VIEW	
		N. RIDGEVILLE, OH	LORAIN COUNTY
DRAWING NO:		FOR_Lear_Nagle_Rd_Plan_View	
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	DATE:	DESCRIPTIONS:	BY:				ENGINEERED BY: AR							
							DRAWN BY: AB							
							SUBMITTED FOR PERMIT		DRAWING NO: FOR_Lear_Nagle_Rd_Plan_View					
							06/12/19		ISSUE DATE:		SCALE: 1" = 40'		SHEET: 15 OF 27	



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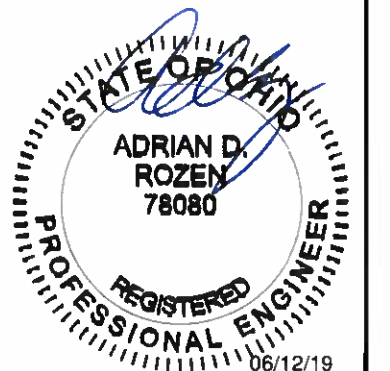
REVISIONS		
DATE:	DESCRIPTIONS:	BY:

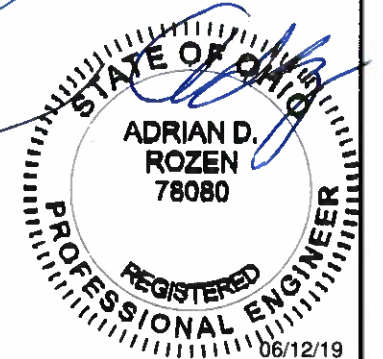
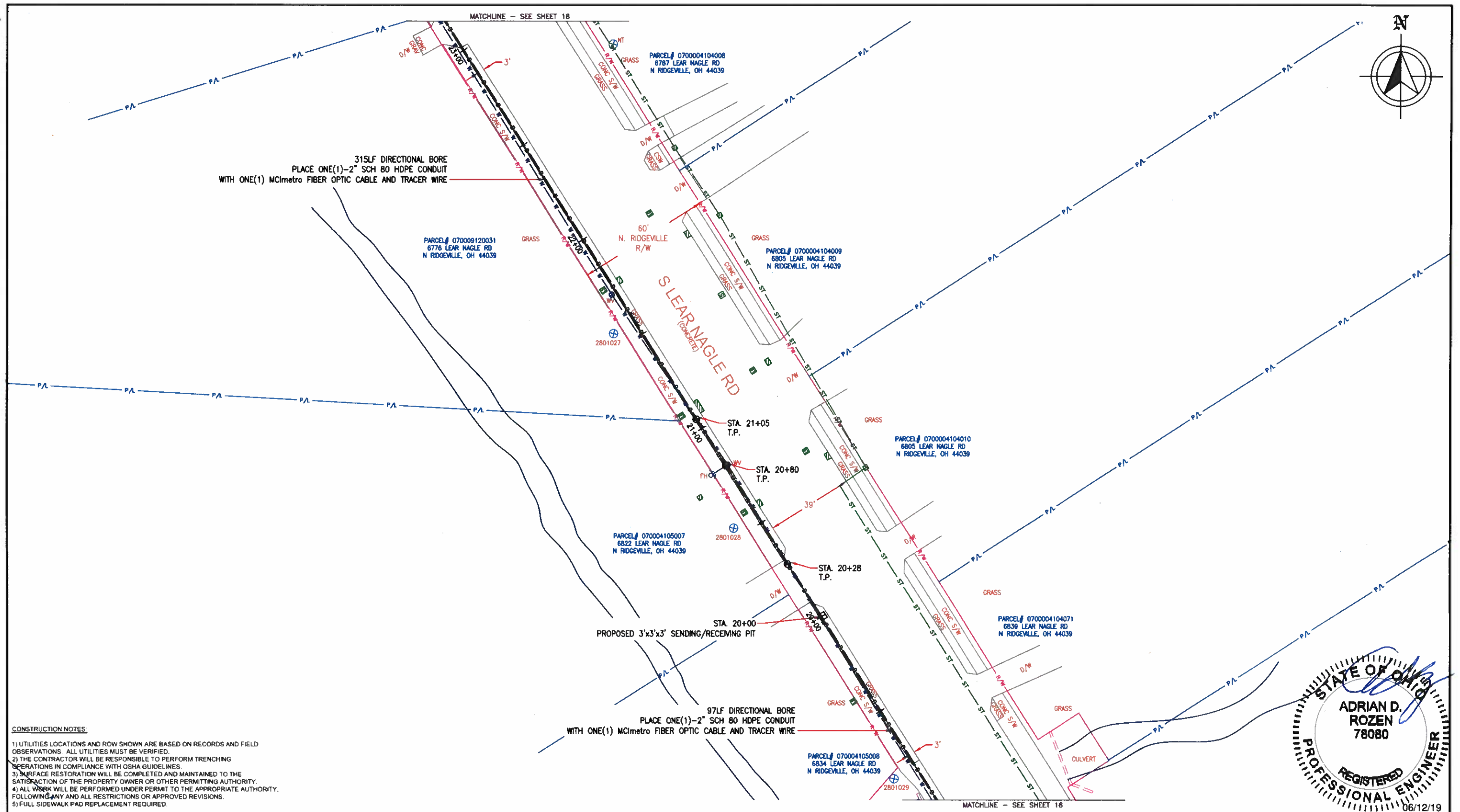
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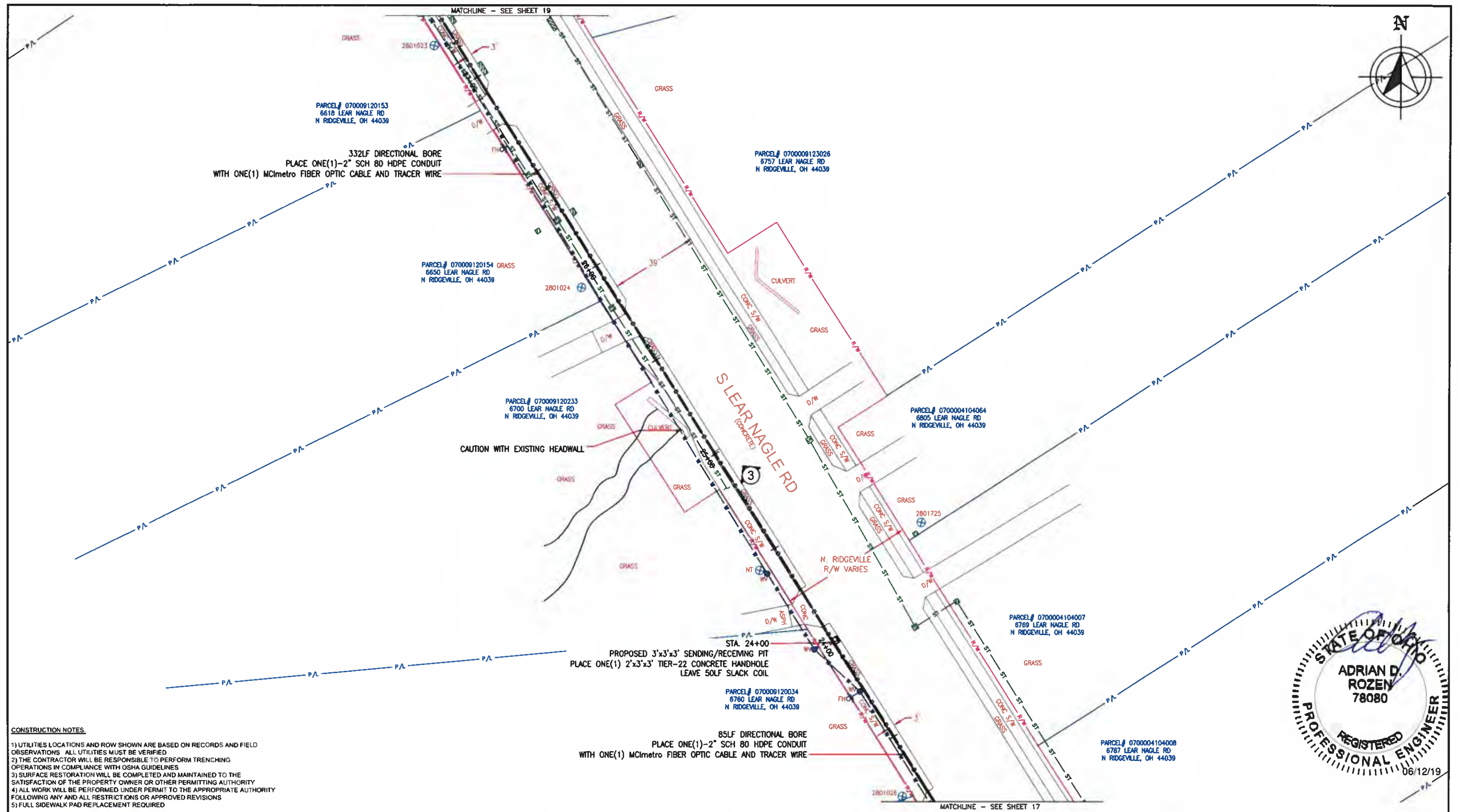
PROJECT MANAGER: JP
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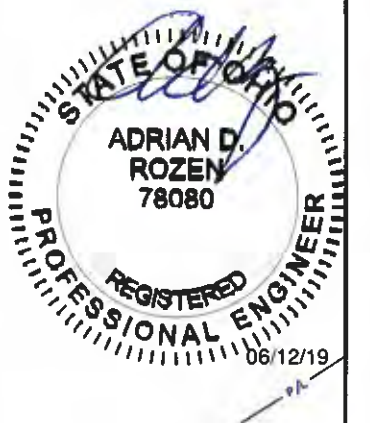


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	DATE:	DESCRIPTIONS:	BY:				ENGINEERED BY: AR					
							DRAWN BY: AB					
							SUBMITTED FOR PERMIT		DRAWING NO: FOR_Lear_Nagle_Rd_Plan_View			
							06/12/19		ISSUE DATE:		SCALE: 1" = 40'	SHEET: 17 OF 27



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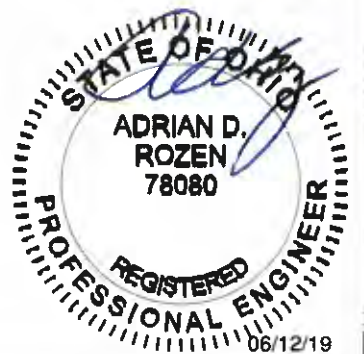
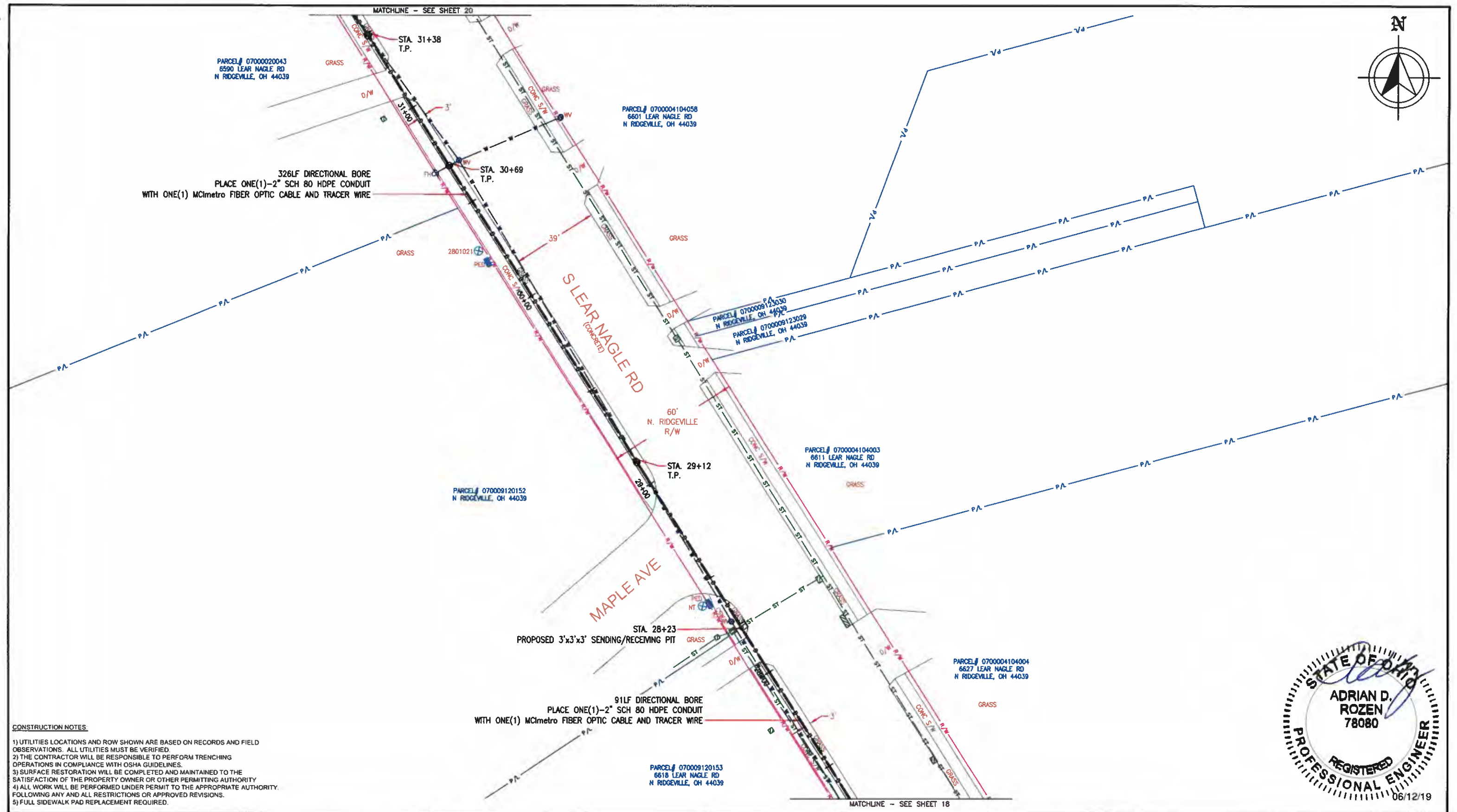


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06/12/19	ISSUE DATE:	SCALE: 1" = 40'
		SHEET: 18 OF 27

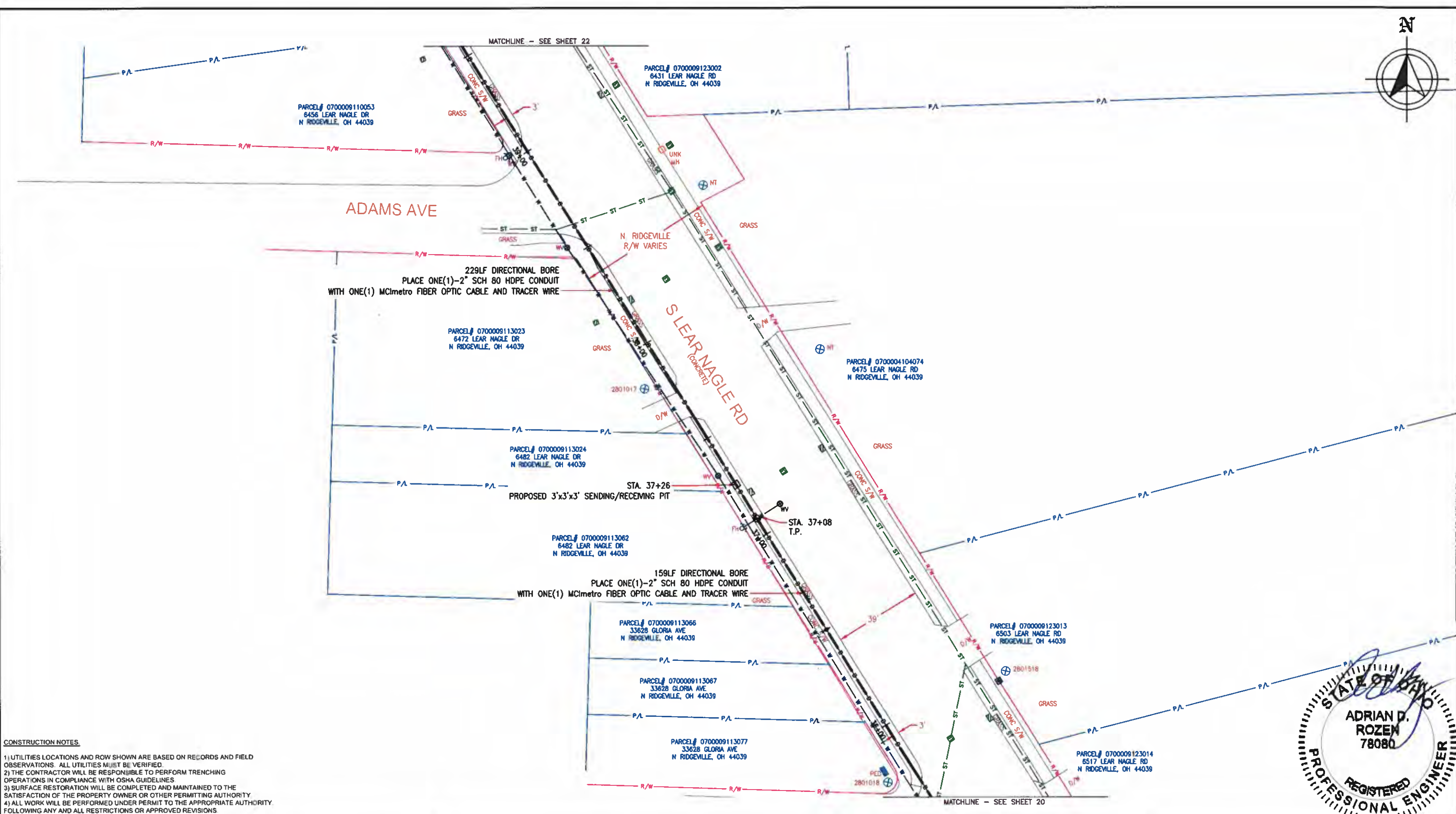


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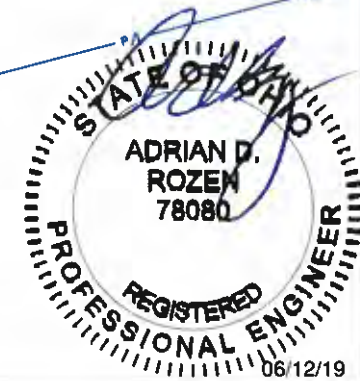
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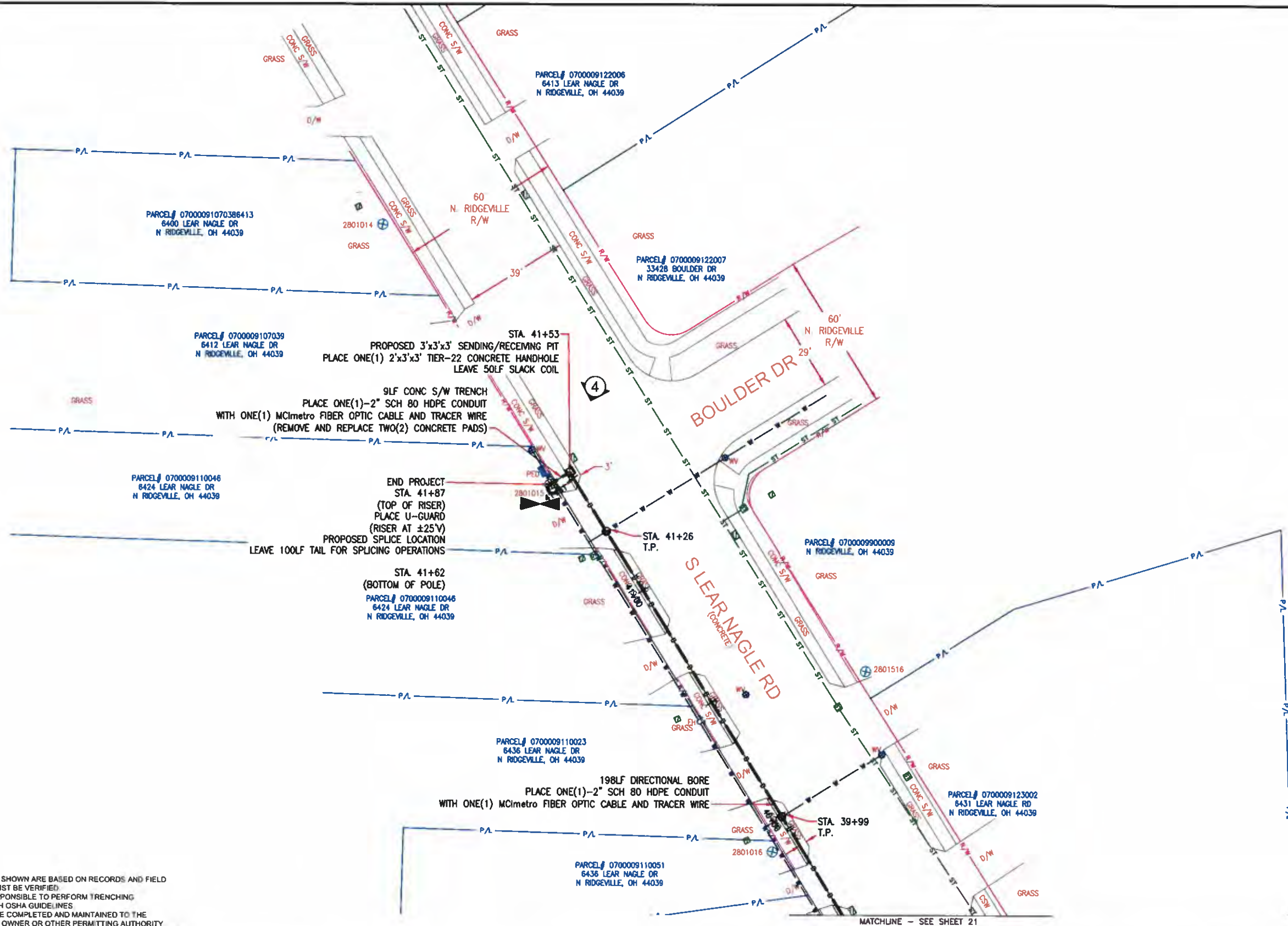
PROJECT MANAGER: JP	TITLE: LEAR NAGLE RD PLAN VIEW N. RIDGEVILLE, OH LORAIN COUNTY	
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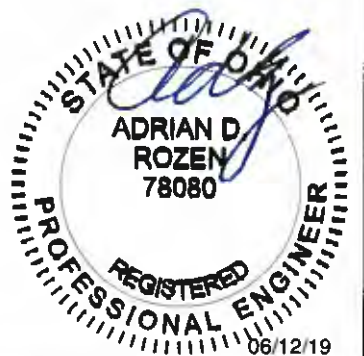


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ISSUE DATE:	SCALE: 1" = 40'	SHEET: 22 OF 27	

PROPOSED ONE(1)-2" SCH 80 HDPE CONDUIT WITH
ONE(1) MCImetro FIBER OPTIC CABLE AND TRACER WIRE

POLE #211163

PROPOSED 3'x3'x3' SENDING/RECEIVING PIT
PROPOSED ONE(1) 2'x3'x3' TIER-22 CONCRETE HANDHOLE

PROPOSED ONE(1)-2" SCH 80 HDPE CONDUIT WITH
ONE(1) MCImetro FIBER OPTIC CABLE AND TRACER WIRE



DIP POLE



PROPOSED ONE(1)-2" SCH 80 HDPE CONDUIT WITH
ONE(1) MCImetro FIBER OPTIC CABLE AND TRACER WIRE



PROPOSED PATH



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PROPOSED ONE(1)-2" SCH 80 HDPE CONDUIT WITH
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PROPOSED PATH

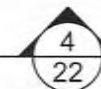


PROPOSED 3'x3'x3' SENDING/RECEIVING PIT
PROPOSED ONE(1) 2'x3'x3' TIER-22 CONCRETE HANDHOLE

PROPOSED ONE(1)-2" SCH 80 HDPE CONDUIT WITH
ONE(1) MCImetro FIBER OPTIC CABLE AND TRACER WIRE



RISER POLE



POLE #2801015

PROPOSED ONE(1)-2" SCH 80 HDPE CONDUIT WITH
ONE(1) MCImetro FIBER OPTIC CABLE AND TRACER WIRE



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N. RIDGEVILLE, OH LORAIN COUNTY		
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ISSUE DATE:	SCALE: NONE	SHEET: 24 OF 27

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (Flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work vehicle
	Pavement markings that should be removed for a long-term project		

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs (Feet) **		
	A	B	C
Urban (low speed) *	100	100	100
Urban (high speed) *	350	350	350
Rural	600	600	600
Expressway / Freeway	1,000	1,500	2,640

* Speed category to be determined by highway agency.
** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)





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Notes for Figure 6H-1—Typical Application 1
Work Beyond the Shoulder

Guidance:

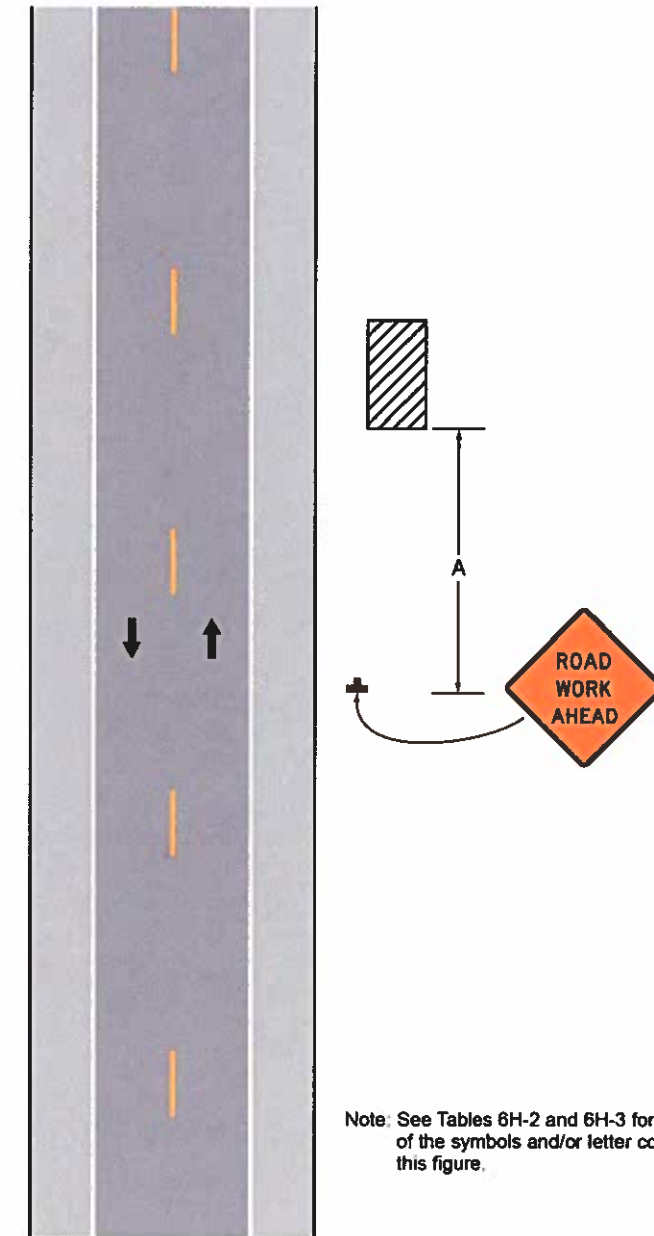
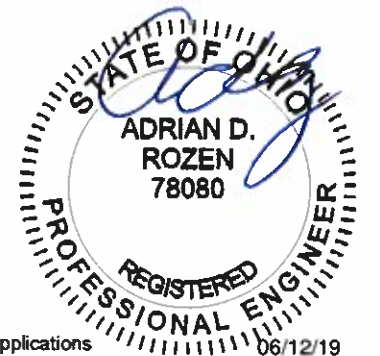
1. If the work space is in the median of a divided highway, an advance warning sign should *also* be placed on the left side of the directional roadway.

Option:

2. The ROAD WORK AHEAD sign may be replaced with other appropriate signs such as the SHOULDER WORK sign. The SHOULDER WORK sign may be used for work adjacent to the shoulder.
3. The ROAD WORK AHEAD sign may be omitted where the work space is behind a barrier, more than 24 inches behind the curb, or 15 feet or more from the edge of any roadway.
4. For short-term, short-duration or mobile operation, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.

Figure 6H-1. Work Beyond the Shoulder (TA-1)**Typical Application 1**

REVISIONS		
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PROJECT MANAGER: JP	LEAR NAGLE RD TRAFFIC CONTROL PLANS N. RIDGEVILLE, OH LORAIN COUNTY		
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			SHEET: 26 OF 27

Notes for Figure 6H-4—Typical Application 4
Short-Duration or Mobile Operation on a Shoulder (TA-4)

Guidance:

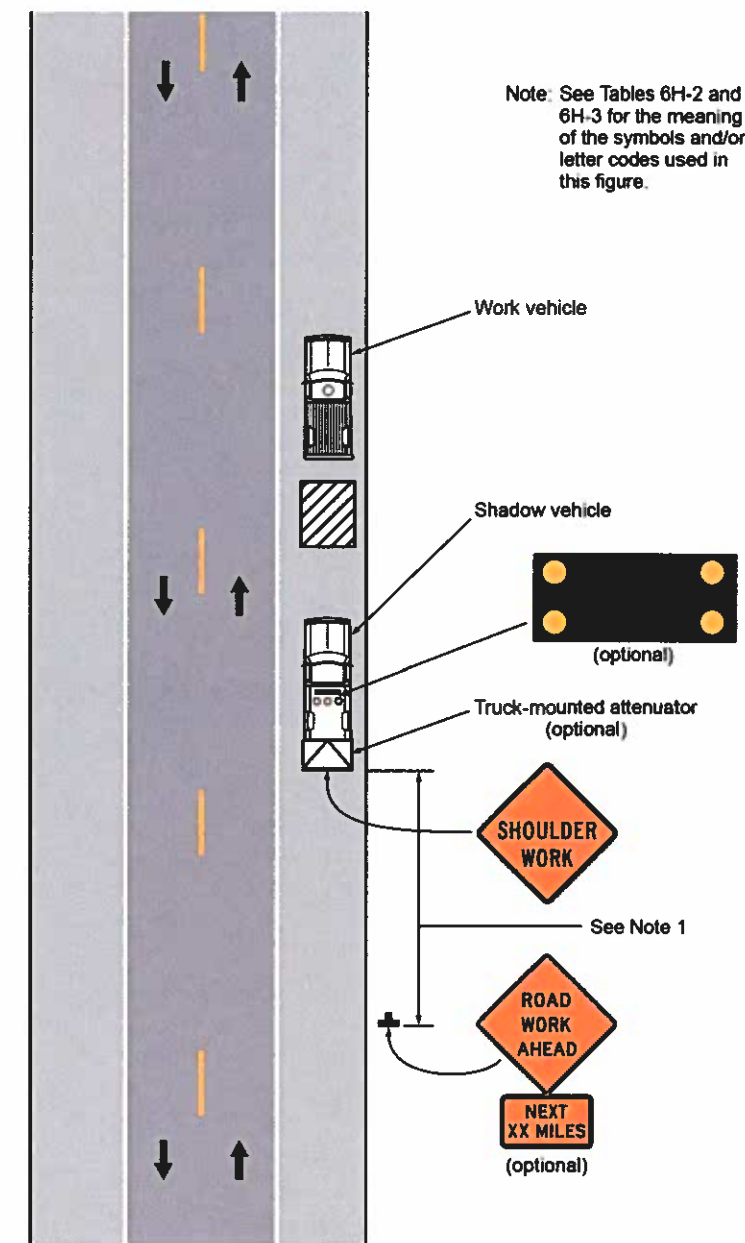
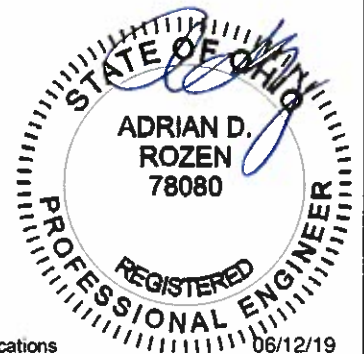
1. In those situations where multiple work locations within a limited distance make it practical to place stationary signs, the distance between the advance warning sign and the work should not exceed 5 miles.
2. In those situations where the distance between the advance signs and the work is 2 miles to 5 miles, a Supplemental Distance plaque should be used with the ROAD WORK AHEAD sign.

Option:

3. The ROAD WORK NEXT XX MILES sign may be used instead of the ROAD WORK AHEAD sign if the work locations occur over a distance of more than 2 miles.
4. Stationary warning signs may be omitted for short-duration or mobile operations if the work vehicle displays high-intensity rotating, flashing, oscillating, or strobe lights.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.
7. If an arrow board is used for an operation on the shoulder, the caution mode shall be used.
8. Vehicle-mounted signs shall be mounted in a manner such that they are not obscured by equipment or supplies. Sign legends on vehicle-mounted signs shall be covered or turned from view when work is not in progress.

Figure 6H-4. Short-Duration or Mobile Operation on a Shoulder (TA-4)**Typical Application 4**

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NORTH RIDGEVILLE, OH
LORAIN COUNTY
DESIGN
NFID# 1710AIVN.38

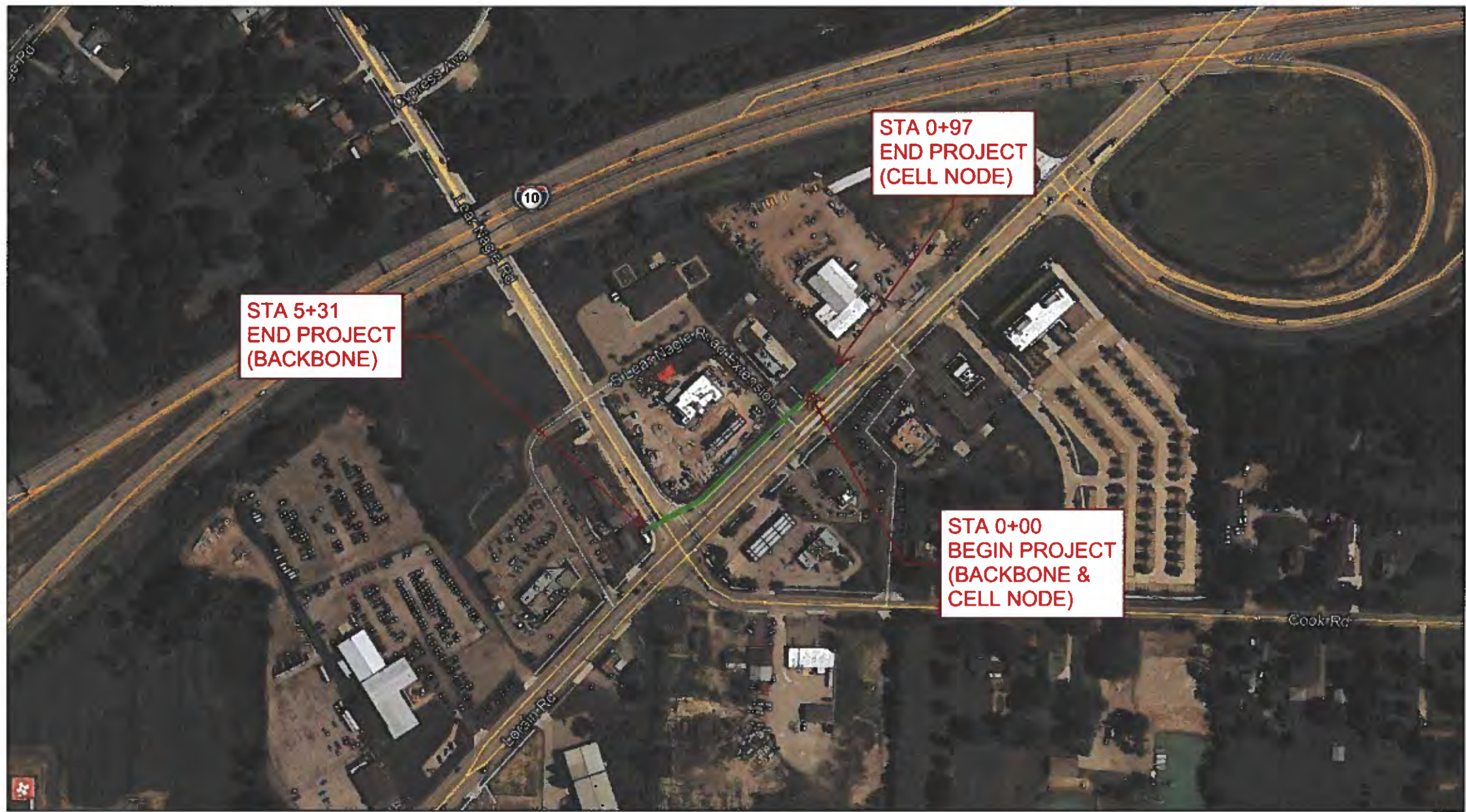


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5	GENERAL NOTES
6	FIBER PLACEMENT NOTES
7	SYMBOLS KEY
8	TYPICAL RISER INSTALLATION DETAIL
9	TYPICAL DUCT PLUG DETAILS
10	TYPICAL DETAILS
11	TYPICAL HANDHOLE DETAILS
12 – 13	OSP – PLAN VIEW
14	PHOTOS
15 – 17	TRAFFIC CONTROL PLANS



MAJOR MATERIALS		
MATERIALS DESCRIPTION	QTY	UNIT
MCImetro FIBER OPTIC CABLE	928	LF
ONE(1)-2" SCH 80 HDPE CONDUIT	578	LF
TRACER WIRE	578	LF
2'x3'x3' TIER-22 CONCRETE HANDHOLE	3	EA
U-GUARD	2	EA



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MCImetro:

OSP ENGINEER: JEFF KADUSKY (330) 819-1444

UTILITIES

ONE CALL SYSTEM (UTILITY LOCATES) (800) 362-2764

ENGINEERING CONTRACTOR:

NAME OF FIRM: FORESITE GROUP
PROJECT MANAGER: JAMES POHLOD (330) 351-1030
PERMIT MANAGER: ED ZAVODA (216) 375-6820
PROJECT ENGINEER: ADRIAN ROZEN (863) 370-5682

CONSTRUCTION CONTRACTOR:

NAME OF FIRM: MASTEC NORTH AMERICA, INC.
CONSTRUCTION MANAGER: BRIAN ANDERSON (216) 212-2498



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GENERAL NOTES

ALL HANDHOLES TO BE PLACED ON A 12" BASE OF CRUSHED STONE.

ALL POLYMER CONCRETE HANDHOLES TO BE EQUIPPED WITH SECURITY LIDS WITH LOCKING BOLTS.

GROUND RESTORATION/RIGHT-OF-WAY SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.

ALL CONDUIT/INNERDUCT BENDS TO HAVE SWEEP (36") BENDING RADIUS.

ALL INNERDUCTS SHALL HAVE A DRAG LINE IN EACH.

INNERDUCTS/CONDUIT SLEEVE TO BE SEALED IN BUILDING CORE BORE WITH THUNDERLINE LINKSEAL, JACK MOON PLUGS OR APPROVED EQUAL.

PLACE CABLE LOCATE MARKERS AT EACH HANDHOLE AND AT MINIMUM SPACING OF 500'.

ANY CONDUIT/INNERDUCT RUNNING LINES SHOWN ON PRINT ARE ESTIMATES ONLY. ACTUAL RUNNING LINES TO BE DETERMINED VIA TEST HOLES BY CONTRACTOR PRIOR TO TRENCHING OPERATION. MOST UNDERGROUND UTILITIES ARE NOT SHOWN ON PRINTS. CONTACT UTILITY COMPANIES FOR EXACT LOCATION.

THE PROJECT MANAGER SHALL BE RESPONSIBLE FOR THE ADVANCED NOTIFICATION TO THE PROPER AGENCIES OR OWNERS WHEN CROSSING THEIR PROPERTIES OR UTILITIES WITH FIBER CABLE. CONTRACTOR SHALL ALSO PROTECT, SHORE, BRACE AND MAINTAIN ALL UNDERGROUND PIPES, CONDUITS, DRAINS AND OTHER UNDERGROUND CONSTRUCTION UNCOVERED OR OTHERWISE AFFECTED BY THE CONSTRUCTION WORK.

CERTAIN PIPE LINES, SEWERS, CULVERTS, DRAINS, CABLES AND OTHER EXISTING SUBSURFACE STRUCTURES IN THE VICINITY OF THE WORK TO BE DONE ARE INDICATED ON THE PLANS ACCORDING TO THE BEST INFORMATION AVAILABLE TO THE SURVEY CREW. DAMAGE TO SUBSURFACE STRUCTURES, OR DELAY TO THE CONTRACTOR DUE TO ENCOUNTERING STRUCTURES, CABLES OR PIPELINE NOT SHOWN OR IN LOCATIONS DIFFERENT FROM THOSE INDICATED ON THE PLANS SHALL NOT CONSTITUTE A CLAIM FOR EXTENSION OF WORK DELAYS.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO STREETS, CURBS, ROADS, HIGHWAYS, SHOULDERS, DITCHES, EMBANKMENTS, CULVERTS, STORM DRAINS, BRIDGES OR OTHER PUBLIC OR PRIVATE PROPERTY, REGARDLESS OF LOCATION OR CHARACTER, WHICH MAY BE CAUSED BY MOVING, HAULING OR OTHERWISE TRANSPORTING EQUIPMENT MATERIALS OR MEN TO OR FROM WORK OR ANY SITE THERE-OF, WHETHER BY HIM OR HIS CONTRACTOR OR SUBCONTRACTOR.

EXTREME CARE SHALL BE EXERCISED TO AVOID HITTING OR CAUSING DAMAGE TO AERIAL AND SUBSURFACE OBSTRUCTIONS, OWNERS OF STRUCTURES WILL BE NOTIFIED IN ADVANCE OF EXCAVATION WORK BY THE CONTRACTOR AND A REQUEST WILL BE MADE TO LOCATE THE AFFECTED PLANT.

THE PROJECT MANAGER SHALL MAKE, WITHOUT DELAY, SATISFACTORY AND ACCEPTABLE ARRANGEMENTS WHICH THE AGENCY OR AUTHORITY HAVING JURISDICTION OVER THE DAMAGED PROPERTY, SURFACE OR FACILITY CONCERNING ITS REPAIR OR REPLACEMENT OR PAYMENT OF COSTS INCURRED IN CONNECTION WITH SAID DAMAGE.

PULLING EYES/BREAK AWAY SWIVEL SHALL BE AFFIXED TO THE CABLE DURING ALL DIRECT OPERATIONS THROUGH A TENSION METER TO LIMIT TENSION ON THE CABLE NOT TO EXCEED THE MANUFACTURERS RECOMMENDATION.

ALL MATERIAL PLACED SHALL BE APPROVED BY A PROJECT MANAGER.

DEVIATIONS FROM THE ENGINEERED ROUTE REQUIRES A PROJECT MANAGER AND RIGHT-OF-WAY OWNER OR CARETAKER APPROVAL PRIOR TO CONSTRUCTION.

CABLE SHALL BE UNREELED AND REREEL IN FIGURE 8 FASHION AT BRIDGES, RAILROAD TRACKS, ROADS, STREETS, UTILITY CROSSINGS AND OTHER LOCATIONS TO PREVENT CUTTING OF THE CABLE.

WHERE PERMITS FROM STATE, COUNTY, TOWNSHIP, CITY, RAILROAD OR GOVERNMENTAL AGENCIES ARE REQUIRED, ALL WORK PERFORMED WILL COMPLY WITH THESE AGENCIES STANDARD SPECIFICATION.

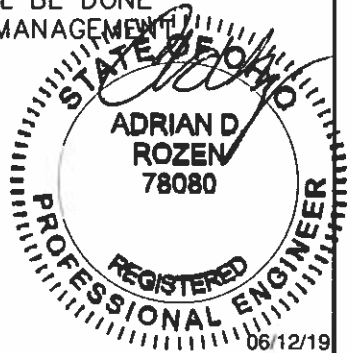
THE PROJECT MANAGER SHALL NOTIFY BUILDING MANAGEMENT WHEN WORK WILL BEGIN ON BUILDING. CONTRACTOR TO COORDINATE ROOM ACCESS AND WORK START AND STOP TIMES WITH BUILDING MANAGEMENT.

CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE DONE TO EXISTING STRUCTURE DURING THE COURSE OF PERFORMING THE JOB INDICATED ON THE PRINTS, REPAIR AND/OR REPLACEMENT OF DAMAGE TO BUILDING SHALL BE DONE SOLELY AT THE CONTRACTORS EXPENSE.

THE PROJECT MANAGER WILL RESERVE THE RIGHT TO INSPECT AT ANY TIME THE WORK BEING PERFORMED BY THE CONTRACTOR. IF MCG DETERMINES THAT THE WORK IS NOT BEING PERFORMED TO MINIMUM QUALITY STANDARDS, THEN THE CONTRACTOR SHALL PROVIDE REWORK AT HIS OWN COST.

ANY CHANGE IN PROJECT SCOPE, INCLUDING BUT NOT LIMITED TO, CONDUIT LENGTH, CONDUIT PATH, AERIAL PATH ETC., MUST BE APPROVED BY THE PROJECT MANAGER.

ALL CORING/CONSTRUCTION THAT WILL CAUSE NOISE AND/OR VIBRATION SHALL BE DONE OUTSIDE NORMAL BUSINESS HOURS OR TO THE DISCRETION OF THE BUILDING MANAGEMENT.



REVISIONS		
DATE:	DESCRIPTIONS:	BY:

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Access Transmission
Services, LLC



PROJECT MANAGER: JP
ENGINEERED BY: AR
DRAWN BY: AB
SUBMITTED FOR PERMIT
06/12/19

TITLE:		32191 LORAIN RD
		GENERAL NOTES
		NORTH RIDGEVILLE, OH LORAIN COUNTY
DRAWING NO:	FOR_32191_Lorain_Rd_Typicals	
ISSUE DATE:	SCALE: NONE	SHEET: 5 OF 17

FIBER PLACEMENT: CONSTRUCTION NOTES

FIBER CABLE SHALL MAINTAIN A MINIMUM 24" BENDING RADIUS AT ALL TIMES.

CONTRACTOR SHALL DOUBLE LASH THE ENTIRE ROUTE AS DEPICTED.

ONLY NEW HARDWARE, i.e. LASHING WIRE, LASHING WIRE CLAMPS, ETC., WILL BE ACCEPTED.

LASHING WIRE CLAMPS SHALL BE PLACED 10" EACH FROM CENTER THROUGH BOLT, AND METAL STRAP WITH 1/4" SPACER SHALL BE PLACED 12" FROM CENTER THROUGH BOLT.

CONTRACTOR SHALL RECORD SEQUENCE # OF FIBER CABLE AT EVERY POLE, MANHOLE, SLACK COIL AND TAIL LOCATION. CONTRACTOR TO PROVIDE PROJECT MANAGER WITH SEQUENCE NUMBERS AT PROJECT COMPLETION.

SLACK COIL AND SLACK LOOP LOCATIONS SHALL BE DETERMINED ON CONSTRUCTION DRAWINGS.

OVERLASHING OPERATIONS REQUIRE THE LOWERING OF EXISTING FIBER OPTIC CABLE SLACK COILS AND SPLICE CASES PRIOR TO OVERLASHING THE PROPOSED FIBER OPTIC CABLE (UNLESS OTHERWISE NOTED)

FIBER CABLE SHALL NOT BE PULLED WITH MORE THAN 600 LBS. DYNAMIC TENSION. SAFEGUARDS SUCH AS 600 LB. BREAK AWAY SWIVEL AND A 600 LB. CLUTCH CAPSTAN MUST BE USED.

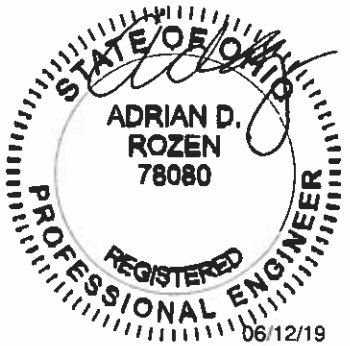
CABLE LUBRICATION SHALL BE USED TO REDUCE PULLING TENSION. LUBRICANTS MUST NOT CONTAIN ANY PETROLEUM PRODUCTS.

IRON RACKING SHALL BE PLACED IN MANHOLES TO SECURE SLACK COILS AND SPLICE CASES.

ALL UTILITY POLE HARDWARE MUST BE TIGHTENED DURING LASHING OPERATIONS.

LASHING WIRES SHALL BE TERMINATED IN A MANNER SO AS NOT TO CROSS ONE ANOTHER OR ANY OTHER SHARP OBJECTS, WHICH MIGHT CREATE FUTURE BREAKS IN THE WIRE. ENDS OF LASHING WIRE AND METAL STRAPS SHALL BE TRIMMED, TUCKED, AND KEPT NEAT.

FIBER OPTIC WARNING TAGS SHALL BE PLACED AT EVERY WORK POLE, MANHOLE, SLACK COIL, SPLICE CASE AND WHERE SO INDICATED BY PROJECT MANAGER.



REVISIONS		
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Services, LLC



PROJECT MANAGER: JP
ENGINEERED BY: AR
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TITLE:		32191 LORAIN RD
		FIBER PLACEMENT NOTES
		NORTH RIDGEVILLE, OH LORAIN COUNTY
DRAWING NO:	FOR_32191_Lorain_Rd_Typicals	
ISSUE DATE:	SCALE: NONE	SHEET: 6 OF 17

SYMBOLS KEY

EXISTING		EXISTING	PROPOSED	EXISTING	PROPOSED
NORTH ARROW		RAILROAD CROSSING SIGNAL		RAILROAD TRACKS	
POWER POLE		MILE MARKER POST		FENCE	
TELEPHONE POLE		BRIDGE		GUARDRAIL	
JOINT POLE		TREE		CENTERLINE	
TRANSFORMER ON POLE		BUSH		FACE OF CURB	
CABLE TV POLE		CAUTION NOTE		EDGE OF PAVEMENT	
CONCRETE POLE		TOP OF SLOPE		BACK OF CURB	
STEEL POLE		BOTTOM OF SLOPE		RIGHT-OF-WAY	
PEDESTAL		DITCH LINE		CITY, COUNTY OR STATE BOUNDARY LINE	
POLYMER CONCRETE HANDHOLE		FOOTAGE		PROPERTY LINE	
ELECTRIC MANHOLE		OVERHEAD GUY		UNDERGROUND GAS LINE	
SEWER MANHOLE		SLACK SPAN		UNDERGROUND WATER LINE	
STORM MANHOLE		PUSH BRACE		UNDERGROUND ELECTRIC LINE	
TELEPHONE MANHOLE		POLE TO POLE GUY		UNDERGROUND TELCOM LINE	
WATER MANHOLE		ANCHOR & GUY		UNDERGROUND CATV	
UNKNOWN MANHOLE		SIDEWALK ANCHOR & GUY		UNDERGROUND SEWER LINE	
FIRE HYDRANT (FH)		ANCHOR ONLY		UNDERGROUND STORM DRAIN LINE	
STREET LIGHT (SL)		FIBER SPLICE		TRENCH FIBER OPTIC CABLE	
TRAFFIC LIGHT (TL)		FIBER SLACK COIL (AERIAL)		AERIAL FIBER OPTIC CABLE	
GAS VALVE (GV)		SLACK COIL (UG) (##=FOOTAGE)		REMOVE CABLE	
WATER VALVE/METER (WV/WM)		FIBER TAIL		CONCRETE ENCASED	
ELECTRIC VAULT				DIRECTIONAL BORE	
GROUND				JACK AND BORE	
CATCH BASIN				TEST PIT	
CULVERT (SIZE AS INDICATED)					
RAILROAD SIGNAL					



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3000 E Cesar Chavez St.
Suite 400
Austin, TX 78702

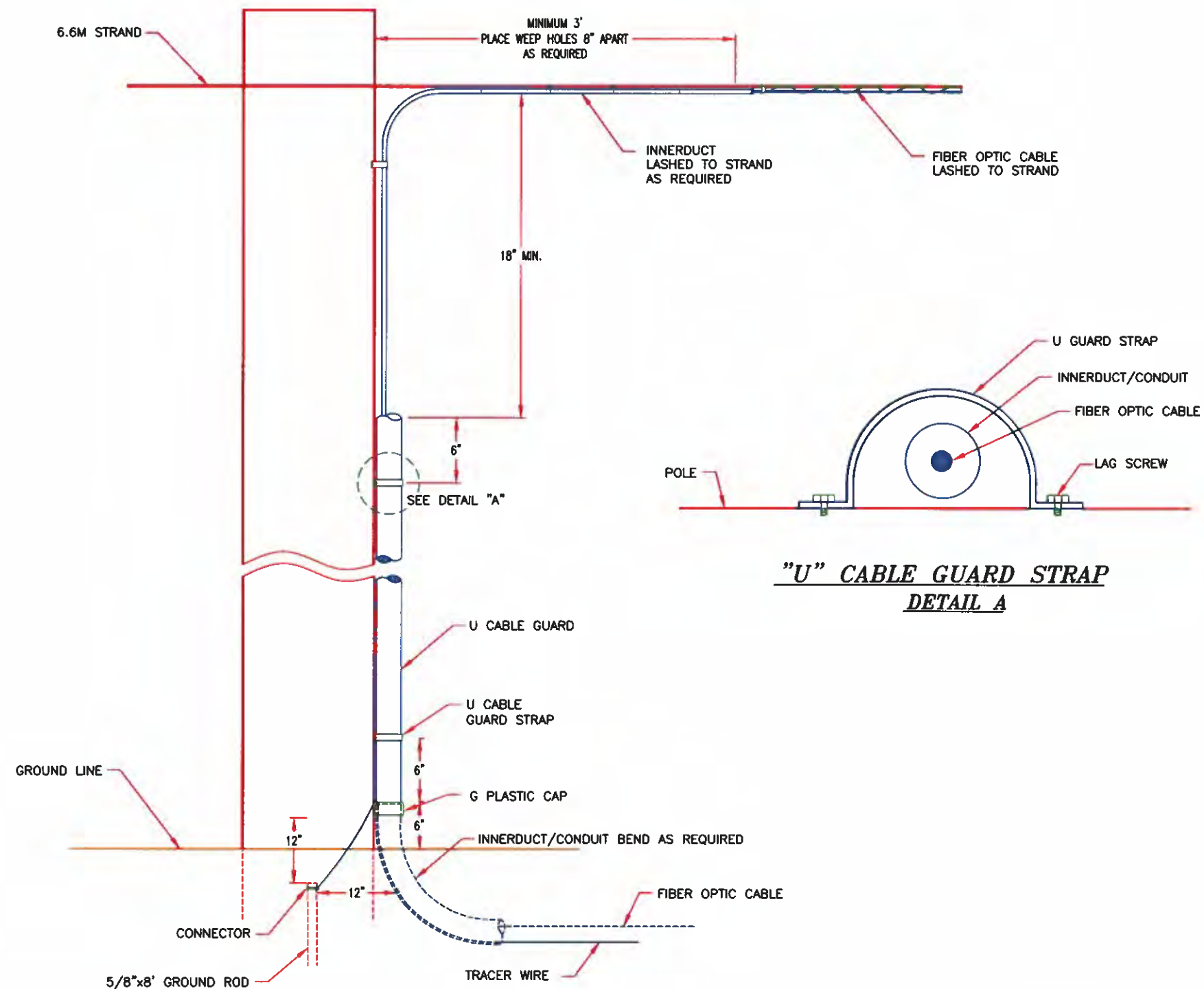
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fiber engineering construction splicing

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t | 817.696.4911 f | 817.696.4937

PROJECT MANAGER: JP	TITLE:
ENGINEERED BY: AR	32191 LORAIN RD
DRAWN BY: AB	SYMBOLS KEY
SUBMITTED FOR PERMIT	NORTH RIDGEVILLE, OH LORAIN COUNTY
06/12/19	DRAWING NO: FOR_32191_Lorain_Rd_Typicals
	ISSUE DATE: SCALE: NONE SHEET: 7 OF 17

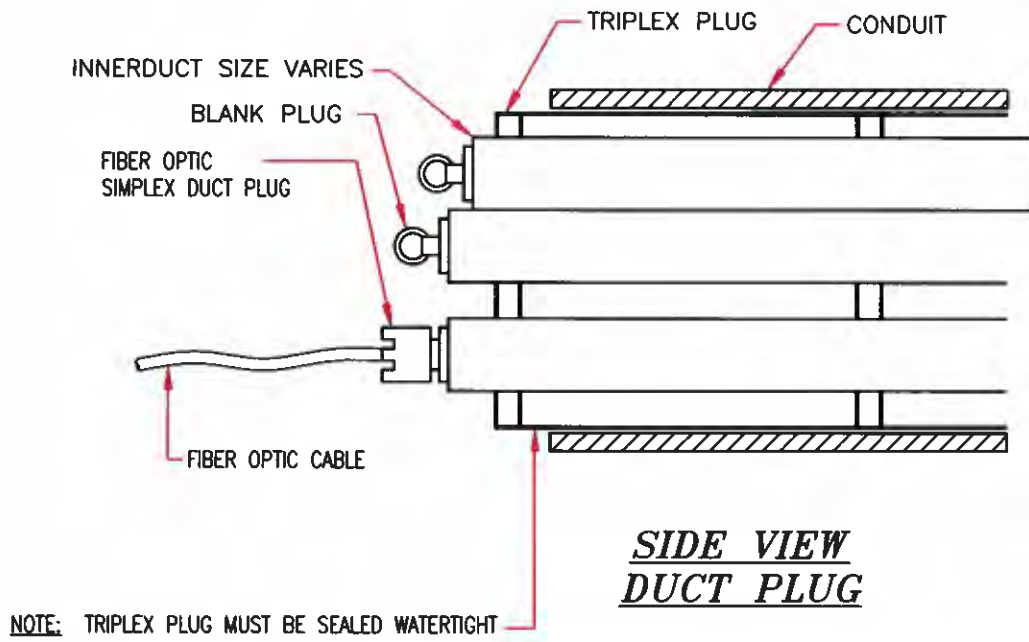


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PROJECT MANAGER: JP
ENGINEERED BY: AR
DRAWN BY: AB
SUBMITTED FOR PERMIT
06/12/19

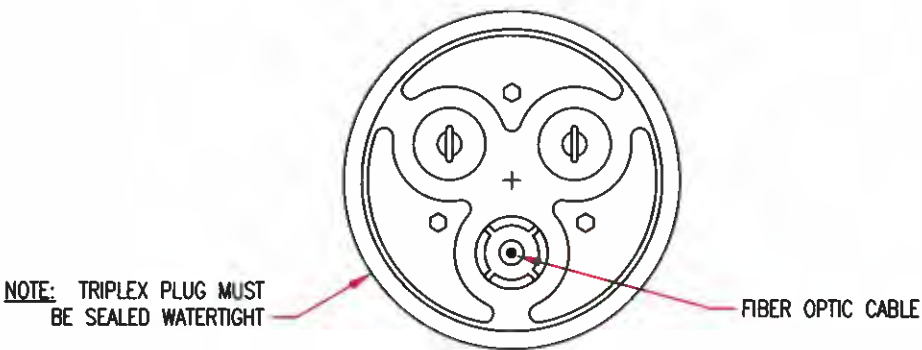
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TYPICAL RISER INSTALLATION DETAIL	
NORTH RIDGEVILLE, OH	LORAIN COUNTY
DRAWING NO: FOR_32191_Lorain_Rd_Typical_Details	
ISSUE DATE:	SCALE: NTS
SHEET: 8 OF 17	

DUCT PLUG DETAILS WITH CASING PIPE



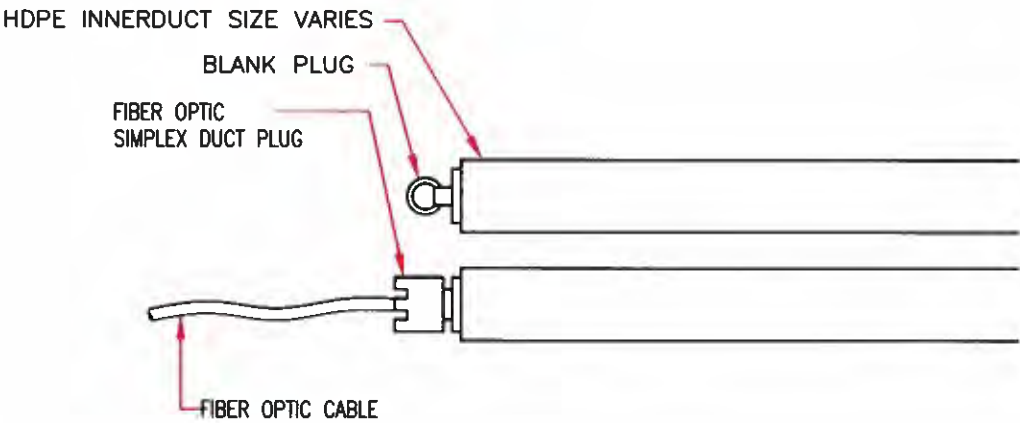
SIDE VIEW
DUCT PLUG

TRIPLEX DUCT PLUG DETAIL



FRONT VIEW
DUCT PLUG

DUCT PLUG DETAILS WITHOUT CASING PIPE



SIDE VIEW
DUCT PLUG

- NOTES:
- 1) ALL INNERDUCT CASING AND FIBER OPTIC CABLE MUST BE PLUGGED WITH A SIMPLEX PLUG
 - 2) ALL EMPTY INNERDUCT MUST BE PLUGGED WITH DUCT PLUGS
 - 3) ALL CASING PIPES MUST BE PLUGGED WITH A TRIPLEX PLUG



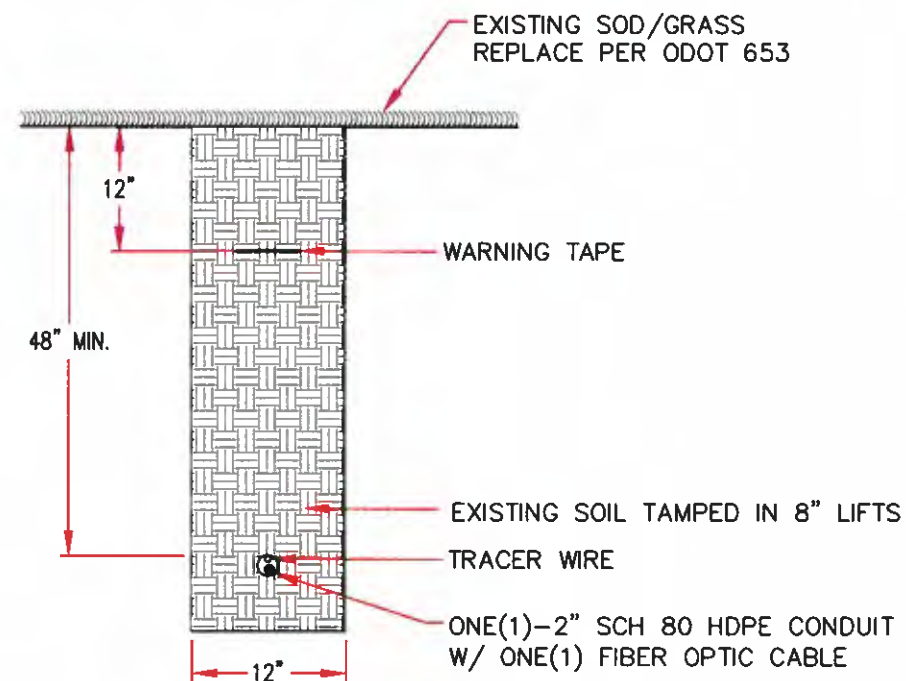
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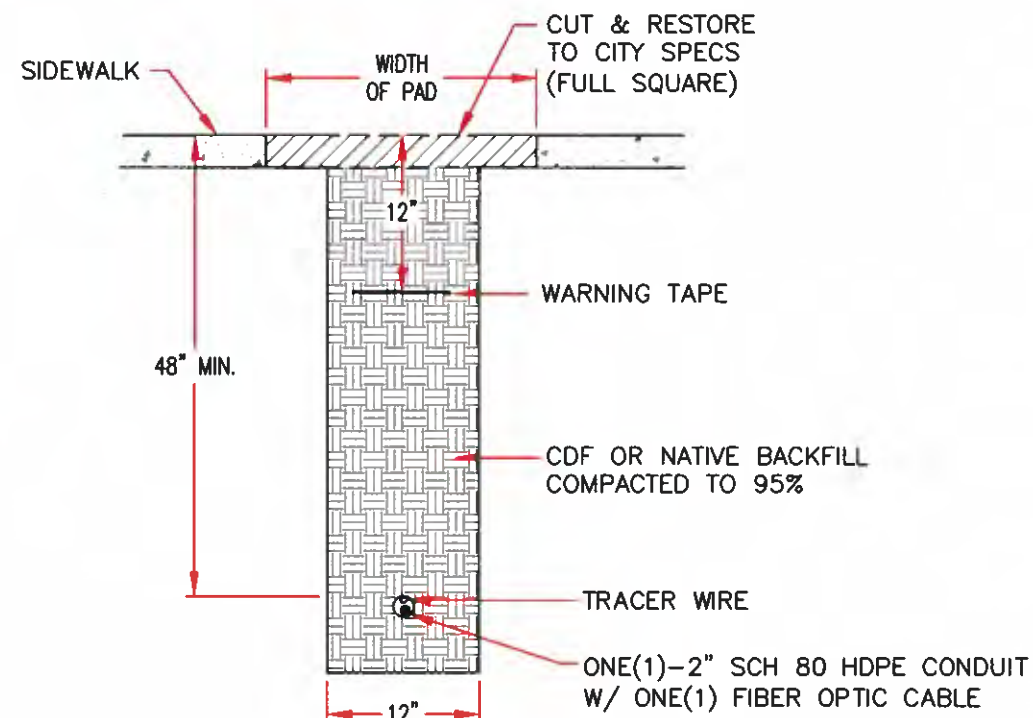


PROJECT MANAGER: JP
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SUBMITTED FOR PERMIT
06/12/19

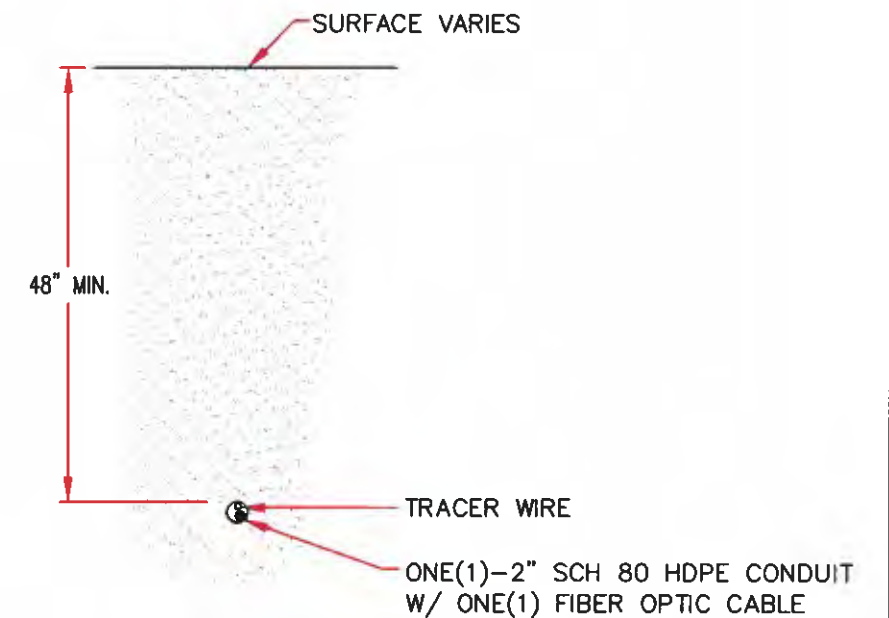
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		TYPICAL DUCT PLUG DETAILS	
		NORTH RIDGEVILLE, OH LORAIN COUNTY	
		DRAWING NO:	FOR_32191_Lorain_Rd_Typical_Details
ISSUE DATE:		SCALE:	NTS
		SHEET:	9 OF 17



TRENCH TYPICAL - GRASS



TRENCH TYPICAL - CONCRETE SIDEWALK



TYPICAL DIRECTIONAL BORE DETAIL

NOTES:

- 1) CONDUIT SHALL BE ONE(1)-2" SCH 80 HDPE.
- 2) DISTURBED AREA TO BE RESTORED TO EXISTING CONDITION.
- 3) EXISTING FILL SHALL BE BACKFILLED WITH EXCEPTION TO 4" OR LARGER COBBLES OR FOREIGN DEBRIS.
- 4) THIS SOIL SHALL BE TAMPED IN 8" LIFTS.
- 5) TRENCH WIDTH MUST BE A MINIMUM OF 12" AND A MAXIMUM OF 18".



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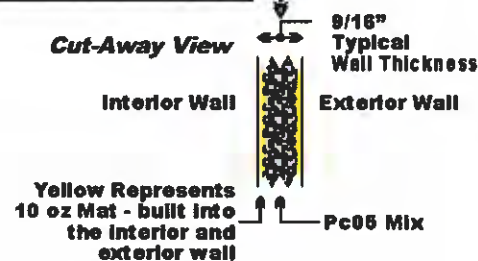
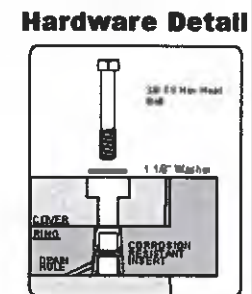
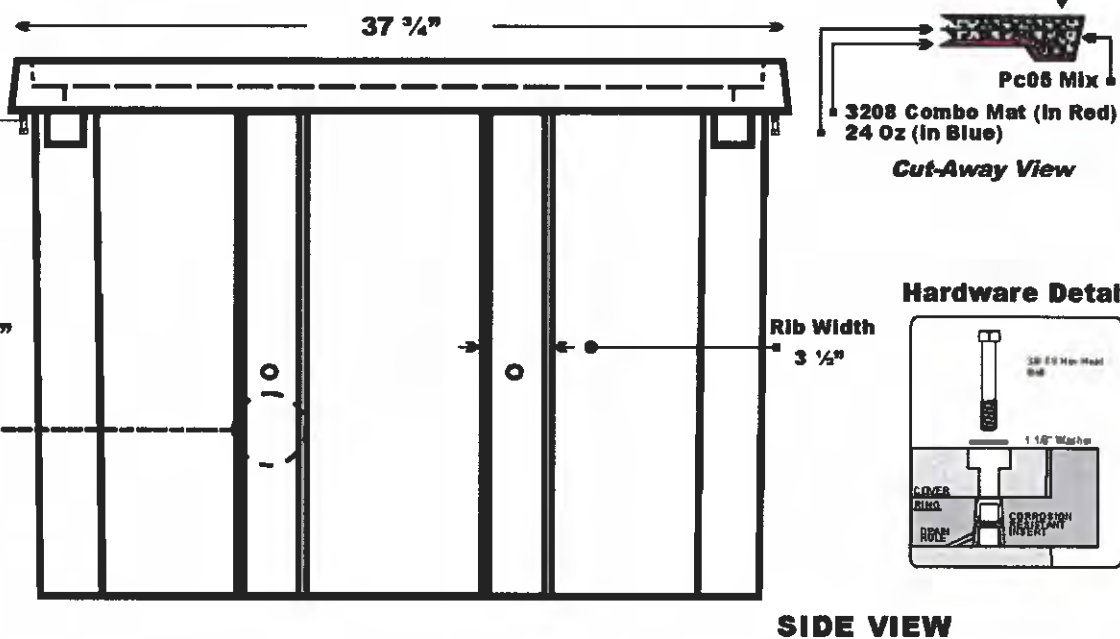
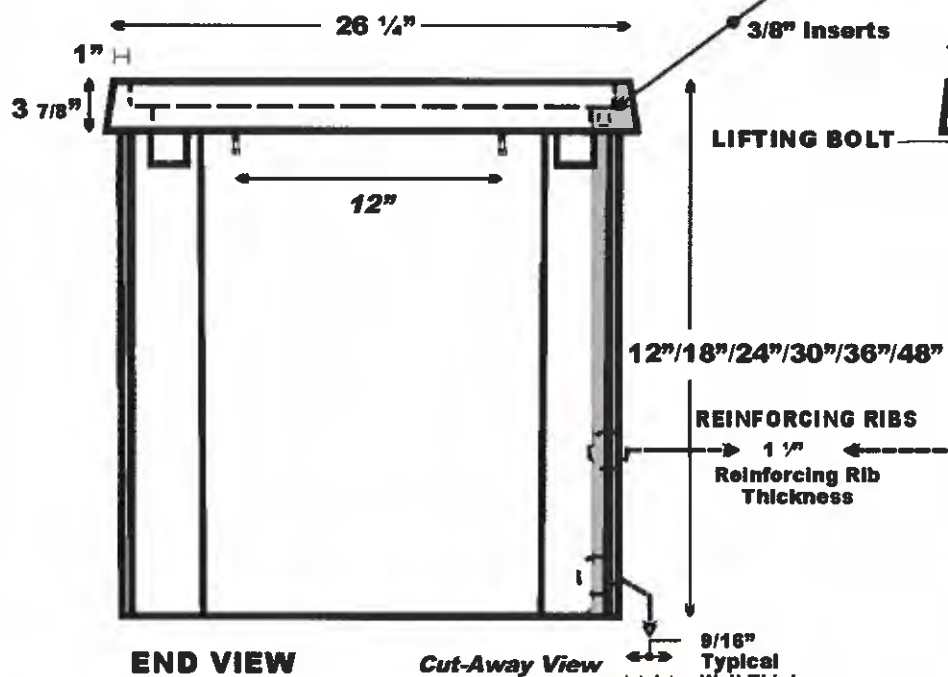
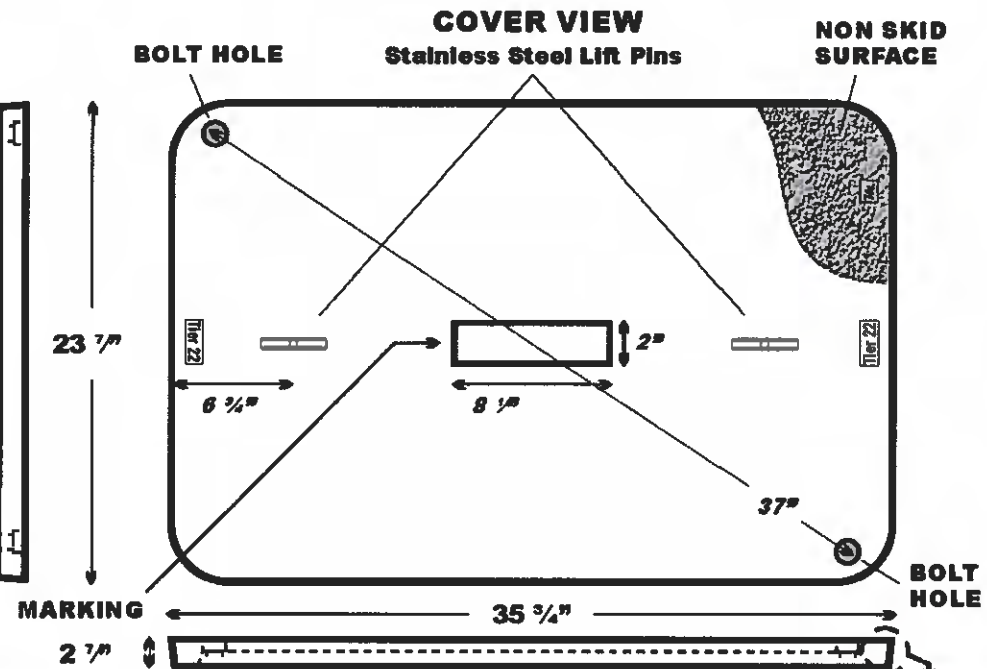
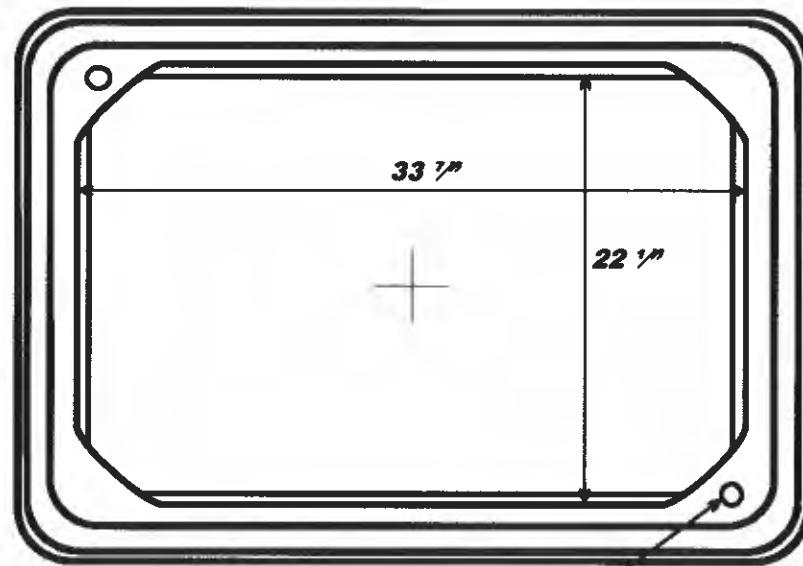


PROJECT MANAGER: JP	TITLE: 32191 LORAIN RD	
ENGINEERED BY: AR	TYPICAL DETAILS	
DRAWN BY: AB	NORTH RIDGEVILLE, OH LORAIN COUNTY	
SUBMITTED FOR PERMIT	DRAWING NO: FOR_32191_Lorain_Rd_Typical_Details	
06/12/19	ISSUE DATE:	SCALE: NTS SHEET: 10 OF 17

2436 Polymer Concrete Series / Tier 15 & 22

UL Listed Product

TOP VIEW



Part No. 2436 Polymer Concrete Series		
Body: Polymer Concrete	Cover: Polymer Concrete	
Weight 260-425 lbs.	Tolerance +/- 1/8"	ANSI/SCTE 77 2013
October 21, 2014	File 2436 PC Series	Tier 15/22 Rated
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 Austin, TX 78702

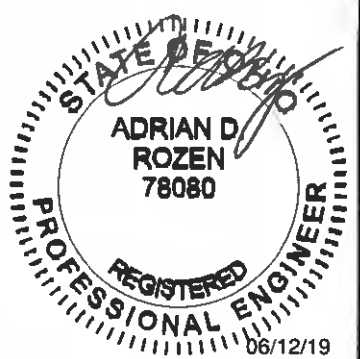
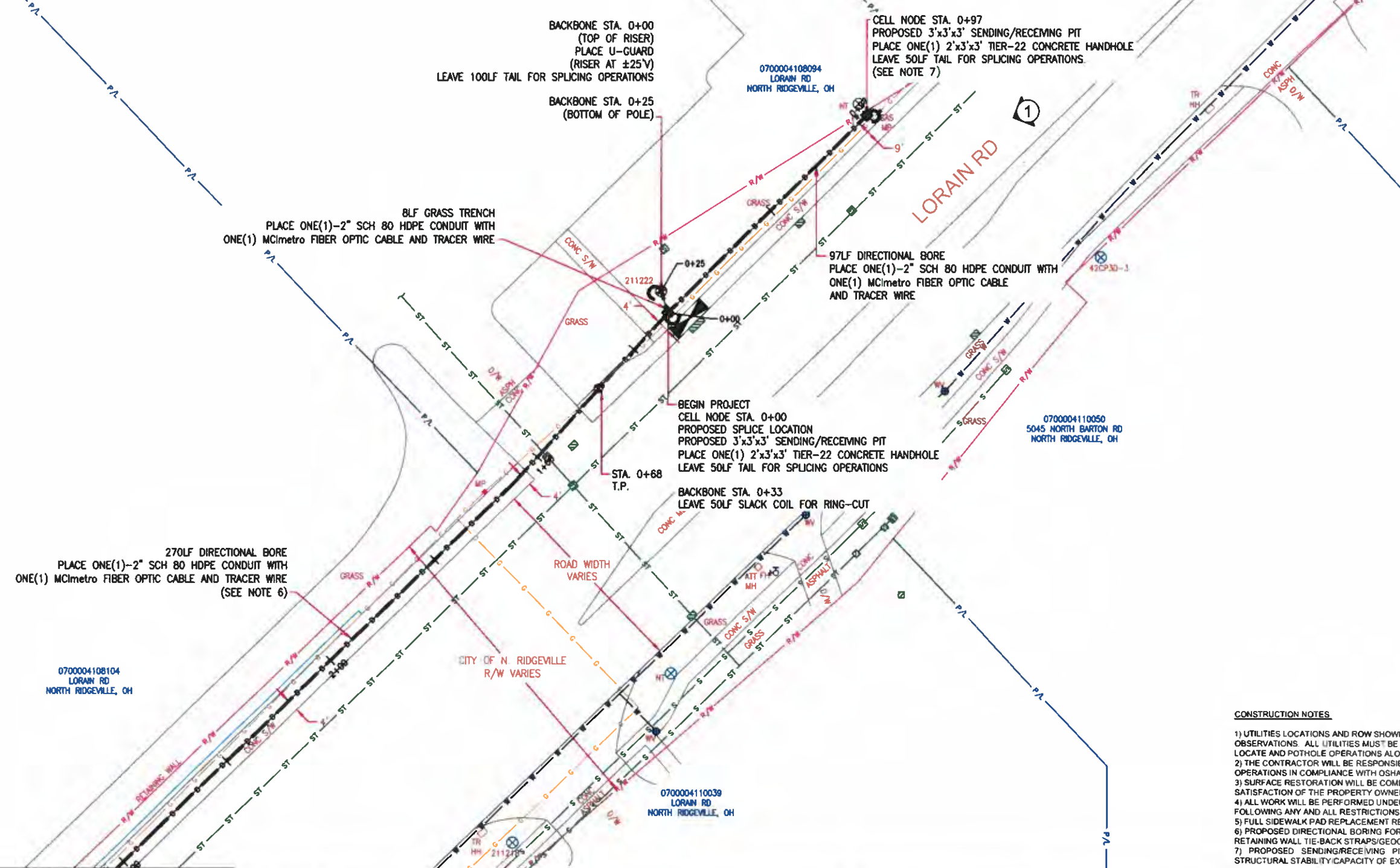
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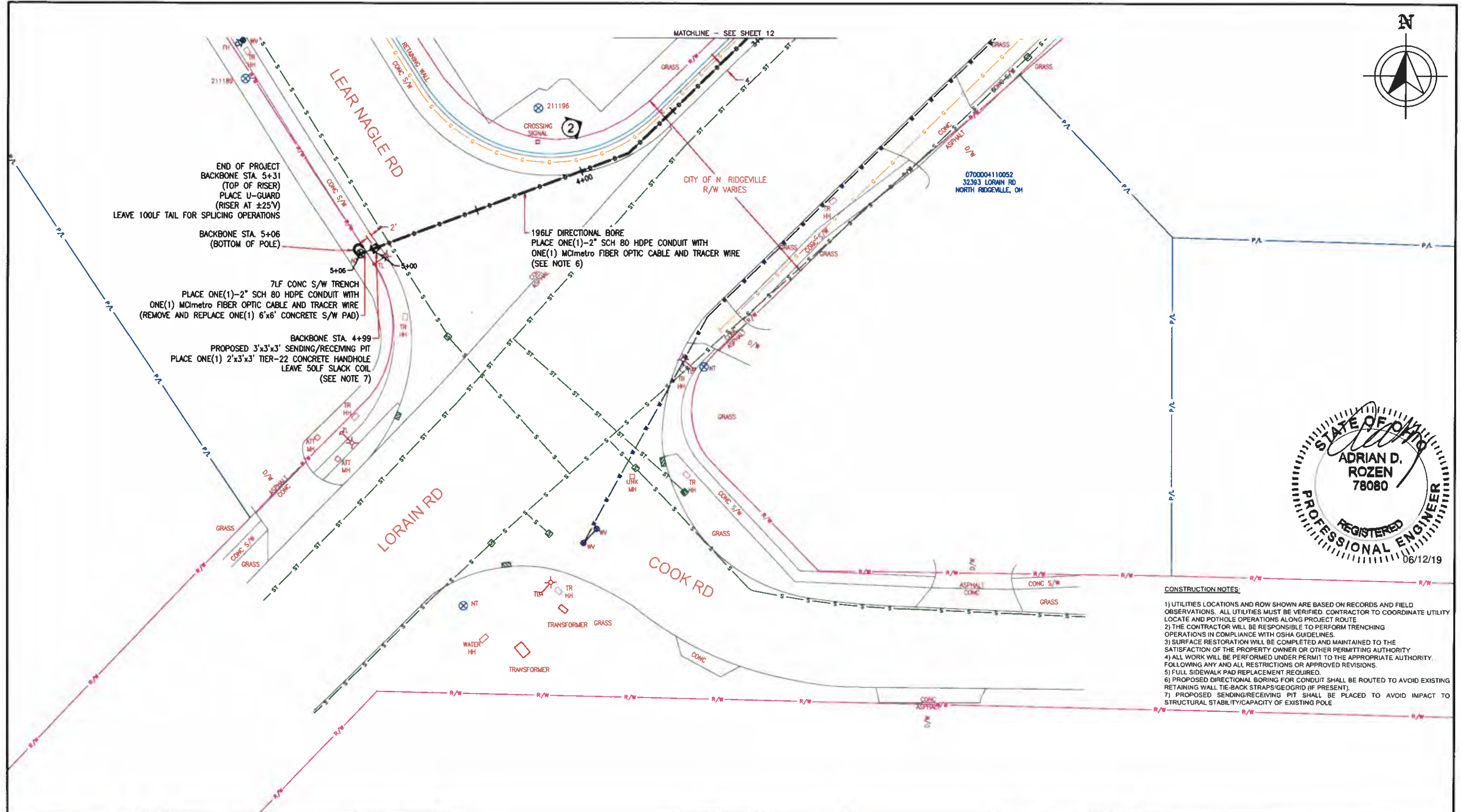
PROJECT MANAGER: JP
ENGINEERED BY: AR
DRAWN BY: AB
SUBMITTED FOR PERMIT
06/12/19

TITLE:	32191 LORAIN RD
	TYPICAL HANDHOLE DETAILS
	NORTH RIDGEVILLE, OH LORAIN COUNTY
DRAWING NO:	FOR_32191_Lorain_Rd_Typical_Details
ISSUE DATE:	SCALE: NTS
SHEET:	11 OF 17



- CONSTRUCTION NOTES**
- 1) UTILITIES LOCATIONS AND ROW SHOWN ARE BASED ON RECORDS AND FIELD OBSERVATIONS. ALL UTILITIES MUST BE VERIFIED. CONTRACTOR TO COORDINATE UTILITY LOCATE AND POTHOLE OPERATIONS ALONG PROJECT ROUTE.
 - 2) THE CONTRACTOR WILL BE RESPONSIBLE TO PERFORM TRENCHING OPERATIONS IN COMPLIANCE WITH OSHA GUIDELINES.
 - 3) SURFACE RESTORATION WILL BE COMPLETED AND MAINTAINED TO THE SATISFACTION OF THE PROPERTY OWNER OR OTHER PERMITTING AUTHORITY.
 - 4) ALL WORK WILL BE PERFORMED UNDER PERMIT TO THE APPROPRIATE AUTHORITY FOLLOWING ANY AND ALL RESTRICTIONS OR APPROVED REVISIONS.
 - 5) FULL SIDEWALK PAD REPLACEMENT REQUIRED.
 - 6) PROPOSED DIRECTIONAL BORING FOR CONDUIT SHALL BE ROUTED TO AVOID EXISTING RETAINING WALL TIE-BACK STRAPS/GEOGRID (IF PRESENT).
 - 7) PROPOSED SENDING/RECEIVING PIT SHALL BE PLACED TO AVOID IMPACT TO STRUCTURAL STABILITY/CAPACITY OF EXISTING POLE.

 CALL BEFORE YOU DIG 1-800-362-2764 72 HOURS NOTICE REQUIRED	REVISIONS		MCImetro Access Transmission Services, LLC	 Foresite Group, Inc. 3000 E. Cesar Chavez St. Suite 400 Austin, TX 78702 www.foresite.net 334.887.6064 334.887.6024	 Metropolitan Communications Group fiber engineering construction splicing 910 Camino Real Drive, Westborough, PA 19380 (610) 696-6910 • Fax: (610) 696-6937	PROJECT MANAGER: JP	TITLE: 32191 LORAIN RD PLAN VIEW NORTH RIDGEVILLE, OH LORAIN COUNTY			
	DATE:	DESCRIPTIONS:				BY:		ENGINEERED BY: AR	DRAWING NO: FOR_32191_Lorain_Rd_Plan_View	
								DRAWN BY: AB		
								SUBMITTED FOR PERMIT		ISSUE DATE: SCALE: 1" = 40" SHEET: 12 OF 17
								06/12/19		



- CONSTRUCTION NOTES:**
- 1) UTILITIES LOCATIONS AND ROW SHOWN ARE BASED ON RECORDS AND FIELD OBSERVATIONS. ALL UTILITIES MUST BE VERIFIED. CONTRACTOR TO COORDINATE UTILITY LOCATE AND POTHOLE OPERATIONS ALONG PROJECT ROUTE.
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Access Transmission
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PROJECT MANAGER: JP
ENGINEERED BY: AR
DRAWN BY: AB
SUBMITTED FOR PERMIT
06/12/19

TITLE:		32191 LORAIN RD
		PLAN VIEW
		NORTH RIDGEVILLE, OH LORAIN COUNTY
DRAWING NO:	FOR_32191_Lorain_Rd_Plan_View	
ISSUE DATE:	SCALE: 1" = 40'	SHEET: 13 OF 17

PROPOSED ONE(1) 3'x3'x3' SENDING/RECEIVING PIT
PROPOSED ONE(1) 2'x3'x3' TIER-22 CONCRETE HANDHOLE

PROPOSED ONE(1)-2" SCH 80 HDPE CONDUIT WITH
ONE(1) MClmetro FIBER OPTIC CABLE AND TRACER WIRE

POLE #211222

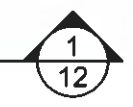
PROPOSED ONE(1) 3'x3'x3' SENDING/RECEIVING PIT
PROPOSED ONE(1) 2'x3'x3' TIER-22 CONCRETE HANDHOLE

POLE #NT

PROPOSED ONE(1)-2" SCH 80 HDPE CONDUIT WITH
ONE(1) MClmetro FIBER OPTIC CABLE AND TRACER WIRE



RISER POLE 211222



PROPOSED ONE(1) 3'x3'x3' SENDING/RECEIVING PIT
PROPOSED ONE(1) 2'x3'x3' TIER-22 CONCRETE HANDHOLE

PROPOSED ONE(1)-2" SCH 80 HDPE CONDUIT WITH
ONE(1) MClmetro FIBER OPTIC CABLE AND TRACER WIRE
(SEE NOTE 6 ON PAGES 12/13)



PROPOSED HANDHOLE



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	NORTH RIDGEVILLE, OH LORAIN COUNTY
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Table 6H-2. Meaning of Symbols on Typical Application Diagrams

	Arrow board		Shadow vehicle
	Arrow board support or trailer (shown facing down)		Sign (shown facing left)
	Changeable message sign or trailer		Surveyor
	Channelizing device		Temporary barrier
	Crash cushion		Temporary barrier with warning light
	Direction of temporary traffic detour		Traffic or pedestrian signal
	Direction of traffic		Truck-mounted attenuator
	Flagger		Type 3 barricade
	High-level warning device (flag tree)		Warning light
	Longitudinal channelizing device		Work space
	Luminaire		Work vehicle
	Pavement markings that should be removed for a long-term project		

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs (Feet) **		
	A	B	C
Urban (low speed) *	100	100	100
Urban (high speed) *	350	350	350
Rural	600	600	600
Expressway / Freeway	1,000	1,500	2,640

* Speed category to be determined by highway agency.
** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)





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DATE:	DESCRIPTIONS:	BY:

MCImetro
Access Transmission
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FORESITE
group

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Suite 400
Austin, TX 78702

www.fg-inc.net
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f | 334.887.6024



Metropolitan
Communications Group

910 Camano Run Drive, West Chester, PA 19380
Office: (610) 696-6910 • Fax: (610) 696-6931

PROJECT MANAGER: JP
ENGINEERED BY: AR
DRAWN BY: AB
SUBMITTED FOR PERMIT
06/12/19

TITLE:		
32191 LORAIN RD		
TRAFFIC CONTROL PLANS		
NORTH RIDGEVILLE, OH LORAIN COUNTY		
DRAWING NO:	FOR_32191_Lorain_Rd_TCPS	
ISSUE DATE:	SCALE: NONE	SHEET: 15 OF 17

Notes for Figure 6H-1—Typical Application 1
Work Beyond the Shoulder

Guidance:

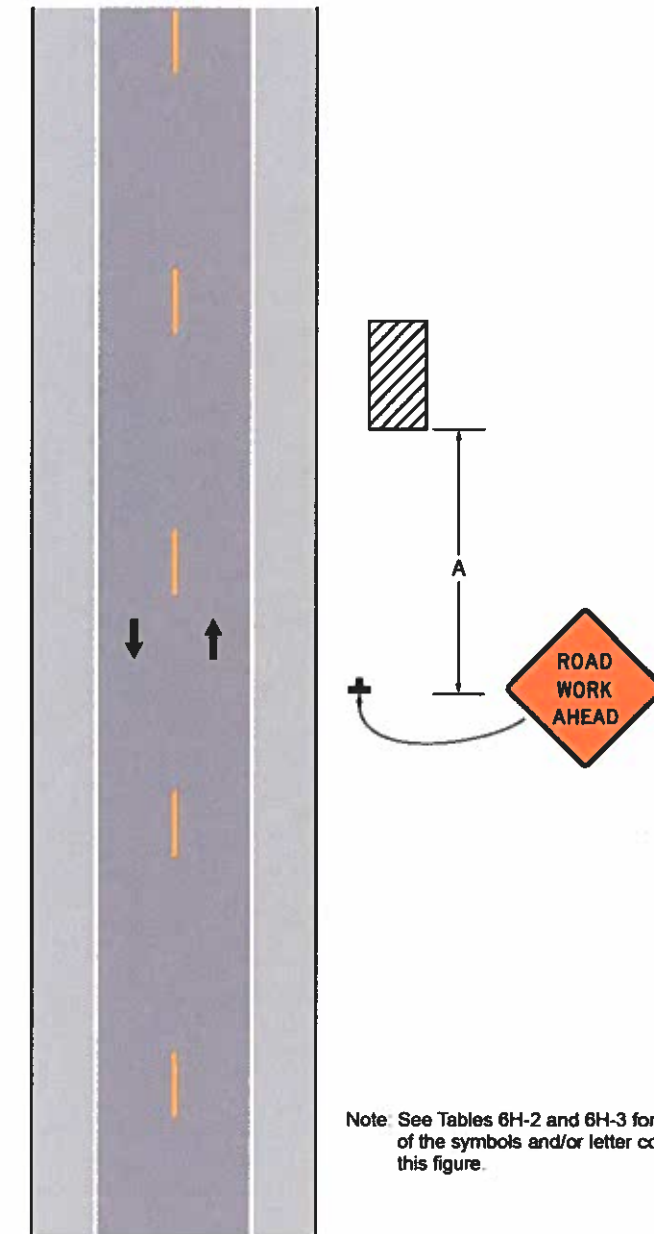
1. If the work space is in the median of a divided highway, an advance warning sign should also be placed on the left side of the directional roadway.

Option:

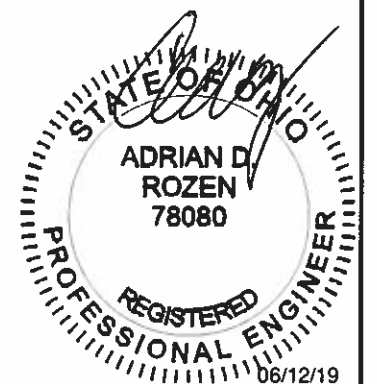
2. The ROAD WORK AHEAD sign may be replaced with other appropriate signs such as the SHOULDER WORK sign. The SHOULDER WORK sign may be used for work adjacent to the shoulder.
3. The ROAD WORK AHEAD sign may be omitted where the work space is behind a barrier, more than 24 inches behind the curb, or 15 feet or more from the edge of any roadway.
4. For short-term, short-duration or mobile operation, all signs and channelizing devices may be eliminated if a vehicle with activated high-intensity rotating, flashing, oscillating, or strobe lights is used.
5. Vehicle hazard warning signals may be used to supplement high-intensity rotating, flashing, oscillating, or strobe lights.

Standard:

6. Vehicle hazard warning signals shall not be used instead of the vehicle's high-intensity rotating, flashing, oscillating, or strobe lights.

Figure 6H-1. Work Beyond the Shoulder (TA-1)**Typical Application 1**

Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.



REVISIONS		
DATE:	DESCRIPTIONS:	BY:

PROJECT MANAGER: JP
ENGINEERED BY: AR
DRAWN BY: AB
SUBMITTED FOR PERMIT
06/12/19

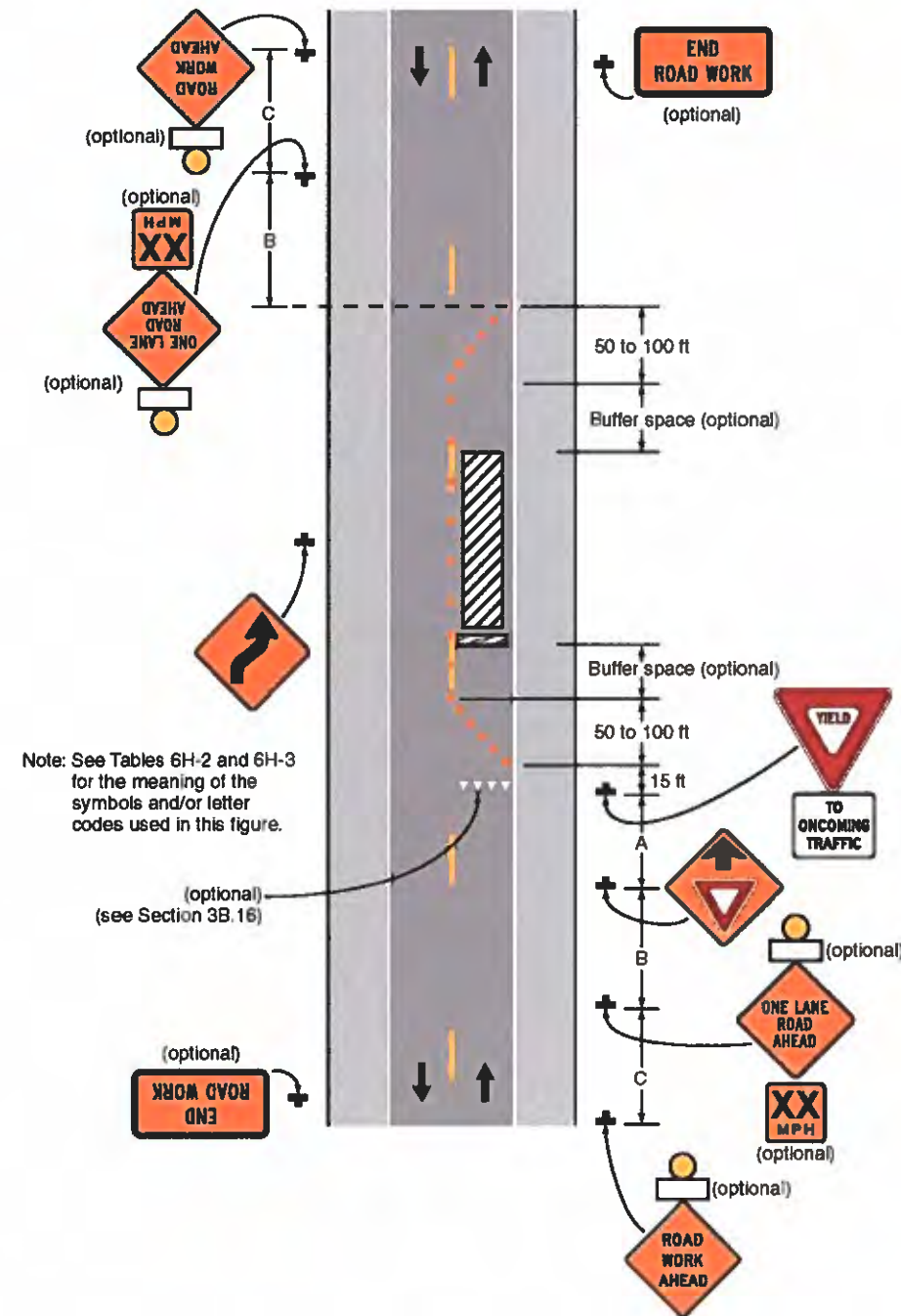
TITLE:	32191 LORAIN RD
	TRAFFIC CONTROL PLANS
	NORTH RIDGEVILLE, OH LORAIN COUNTY
DRAWING NO:	FOR_32191_Lorain_Rd_TCPS
ISSUE DATE:	SCALE: NONE
SHEET:	16 OF 17

Notes for Figure 6H-11—Typical Application 11
Lane Closure on a Two-Lane Road with Low Traffic Volumes

Option:

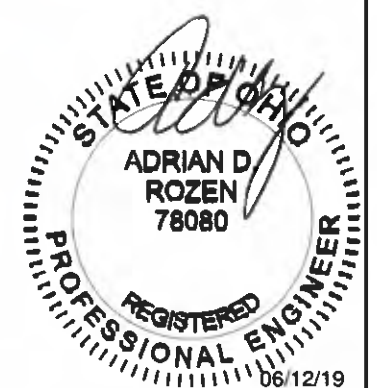
1. This TTC zone application may be used as an alternate to the TTC application shown in Figure 6H-10 (using flaggers) when the following conditions exist:
 - a. Vehicular traffic volume is such that sufficient gaps exist for vehicular traffic that must yield.
 - b. Road users from both directions are able to see approaching vehicular traffic through and beyond the worksite and have sufficient visibility of approaching vehicles.
2. The Type B flashing warning lights may be placed on the ROAD WORK AHEAD and the ONE LANE ROAD AHEAD signs whenever a night lane closure is necessary.

Figure 6H-11. Lane Closure on a Two-Lane Road with Low Traffic Volumes (TA-11)



Note: See Tables 6H-2 and 6H-3 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 11



Sect. 6H.01

December 2009

December 2009

Sect. 6H.01



REVISIONS		
DATE:	DESCRIPTIONS:	BY:

MCImetro
Access Transmission
Services, LLC



PROJECT MANAGER: JP
ENGINEERED BY: AR
DRAWN BY: AB
SUBMITTED FOR PERMIT
06/12/19

TITLE:		
32191 LORAIN RD		
TRAFFIC CONTROL PLANS		
NORTH RIDGEVILLE, OH LORAIN COUNTY		
DRAWING NO:	FOR_32191_Lorain_Rd_TCPS	
ISSUE DATE:	SCALE: NONE	SHEET: 17 OF 17

**NORTH RIDGEVILLE PLANNING COMMISSION
MINUTES OF
REGULAR MEETING JANUARY 8, 2019**

TO ORDER:

Chairperson Swallow called the Planning Commission meeting to order with the Pledge of Allegiance at 7:01 PM.

ROLL CALL:

Present were members Steve Ali, Jim Maleski, Jim Smolik, Jennifer Swallow and Council Liaison Bruce Abens.

Also present was Chief Building Official Guy Fursdon, Assistant Law Director Toni Morgan, City Engineer Dan Rodriguez and Deputy Clerk of Council Michelle Owens.

ELECTION OF OFFICERS:

Member Swallow opened the floor for nominations for Chairperson.

Member Smolik nominated Member Swallow for the position of Chairperson.

Member Swallow asked if there were any other nominations for Chairperson. No further discussion was offered and nominations were declared closed.

It was moved by Swallow and seconded by Abens to close nominations.

A voice vote was taken to elect Member Swallow to the position of Chairperson.

Yes – 5 No – 0

Chairperson Swallow took her seat as Chairperson and opened the floor for nominations for Vice Chairperson.

Chairperson Swallow nominated Member Jim Smolik for Vice-Chairperson.

Chairperson Swallow asked if there were any other nominations. Hearing none, she closed nominations.

A voice vote was taken to elect Member Jim Smolik to the position of Vice-Chairperson.

Yes – 5 No – 0

Chairperson Swallow opened the floor for nominations for Secretary.

Vice-Chairman Smolik nominated Michelle Owens as Secretary.

Chairperson Swallow asked if there were any other nominations for Secretary. Hearing none, the nominations were declared closed.

A voice vote was taken to elect Michelle Owens to the position of Secretary.

Yes – 5 No – 0

Chairperson Swallow opened the floor for nominations of Liaison to the Board of Zoning and Building Appeals.

Member Maleski nominated Vice-Chairman Smolik for Liaison to the Board of Zoning and Building Appeals.

Chairperson Swallow asked if there were any other nominations for the Liaison of Board of Zoning and Building Appeals. Hearing none, nominations were declared closed.

A voice vote was taken to elect Vice-Chairman Smolik to the position of Liaison to the Board of Zoning and Building Appeals.

Yes – 5 No – 0

Chairperson Swallow opened the floor for nominations of Alternate Liaison of the Board of Zoning and Building Appeals.

Vice-Chairman Smolik nominated Member Maleski as Alternate Liaison to the Board of Zoning and Building Appeals.

Chairperson Swallow asked if there were any other nominations for the Alternate Liaison of Board of Zoning and Building Appeals. Hearing none, nominations were declared closed.

A voice vote was taken to elect Member Maleski to the position of Alternate Liaison to the Board of Zoning and Building Appeals.

Yes – 5 No – 0

MINUTES:

Chairperson Swallow asked if there were any corrections or comments to the minutes of the regular meeting dated December 11, 2018. Hearing none, those minutes will stand approved as presented and placed on file.

CORRESPONDENCE:

Chairperson Swallow noted receipt of the 2019 meeting schedule. She asked if members have had a chance to review it. No discussion was offered. She asked if there were any

corrections or changes to the schedule. Hearing none, she moved the meeting to Old Business.

OLD BUSINESS: None

Chairperson Swallow asked the Clerk to read the first application.

NEW BUSINESS:

APPLICANT: Michael Yanik, MCI-Metro
12300 Ridge Road, North Royalton, OH 44133
OWNER: City of North Ridgeville – right-of-way
7307 Avon Belden Road, North Ridgeville, OH 44039
REQUEST: Installation of fiber optic conduit in the right-of-way of Center Ridge Road.
LOCATION: Center Ridge Road right-of-way extending from the Cuyahoga-Lorain County line to Lear Nagle Road.

Application was read.

Chairwoman Swallow asked the applicant to provide a brief description of their request.

Dave Gross, MCI, spoke on behalf of applicant Mike Yanik, requesting underground fiber optic installation between Lear Nagle Road and the Lorain-Cuyahoga County Line. He stated that James Pohlod, working with Foresite Group, could speak more fluently as to the design.

James Pohlod, Project Manager, Foresite Group, stated that Foresite Group is the engineering firm designing the proposed underground fiber-optics conduit. He stated that construction will take place on both sides of Center Ridge Road. On the north side of Center Ridge Road, construction will begin at the east border of North Ridgeville and end at the intersection of Barton Road. On the south side of Center Ridge Road, construction will extend from 31726 Center Ridge Road and continue westward to just before the intersection at North Lear Nagle Road. The proposed construction is directional bore, using standard construction processes of potholing. Planned construction will be one duct on the north side and one duct on the south side.

Chairwoman Swallow asked where fiber optics will be installed; if they will be installed along the roadway.

James Pohlod responded that they will be installed in the right-of-way.

Chairwoman Swallow asked if the street will have to be excavated.

James Pohlod responded that there will be no excavation; that installation will be in the green space.

Chairwoman Swallow asked if there were any questions or comments from Commission members.

Member Maleski asked about the timeframe for the project; when it's expected to be complete.

James Pohlod stated that he expects the construction to take 4-6 weeks to complete.

Member Maleski asked if they anticipate any issues with the construction on Center Ridge Road.

James Pohlod stated that they have been working with ODOT; that some of the plans include ODOT prints, where they've corresponded with ODOT on the placement of the new fiber-optic cables.

Chairwoman Swallow asked if installation will happen concurrently on both sides of Center Ridge Road or one side at a time.

James Pohlod responded that he wasn't certain he could answer. He stated that he anticipates installation will take place in a manner which will get the project done as quickly as possible; that construction could take place on both sides simultaneously, if allowed.

A comment was made by Dave Gross to James Pohlod, but was inaudible.

James Pohlod continued to state that the plan is to construct one side, then switch to the other.

Chairwoman Swallow asked about the installation process; if the system is to tunnel then pull cable through.

James Pohlod responded that is correct.

Chairwoman Swallow clarified that there won't be excavation, like digging ditches.

James Pohlod stated that was correct.

Vice-Chairman Smolik asked why they didn't decide to go aerial on the north side; if there were no more aerial rights. He stated that the right-of-ways are getting pretty occupied underground for all the utilities.

James Pohlod said that there could be a number of reasons, citing lack of availability on poles for attachment. With the cables that are being placed, MCI-Metro has diversification rules in place on the design; that cables must be kept separate from attachments on the poles by placing them in the ground. He stated these were some of the design considerations.

Vice-Chairman Smolik noted the pictorial sketches provided to Planning Commission. He stated that they show installation outside the right-of-way. He asked if the plan is to install inside the right-of-way; if it is almost at the end of the right-of-way.

James Pohlod responded it is planned at the back end of the right-of-way, based on the running lines on the prints.

Chairwoman Swallow asked if there were any questions or comments from Commission. No discussion was offered. She asked if there were any questions or comments from Administration.

City Engineer Rodriguez stated that the plans do depict installation outside of the right-of-way; that they will need to be revised and resubmitted, as the right-of-way is only 30 feet on either side of the center line. There is a total of 60 feet and the drawings depict 33 and 35, which are completely outside of the right-of-way. He stated that they would need to obtain private property owner rights, or they wouldn't be able to install as illustrated. He reiterated that they will need to revise and resubmit immediately.

James Pohlod acknowledged.

Chief Building Official Fursdon asked if the applicant would be willing to hold the city harmless if city crews should accidentally damage the cable that's being installed in the city's right-of-way. He stated that, though it would be marked, accidents do happen; that the city is allowing installation of the cable, but should not be penalized for repairs.

Dave Gross responded that he will have to talk to their operations group; that he was not sure of their standards for other areas. He then stated that they understand accidents do happen, which is part of the reason for their diversification requirements; that it breaks up and provides redundancy in their system. He then stated that he can verify CBO Fursdon's request.

Chairwoman Swallow opened the floor for questions or comments from the audience.

Dale Simpson, 32291 Center Ridge Road, North Ridgeville, OH 44039, stated that he lives on the south side. He mentioned he had briefly reviewed the drawings. He asked if – from the Lorain-Cuyahoga county line to Lear Nagle Road – installation will be on the north side of the road.

James Pohlod responded that the project on the north side of Center Ridge Road will go from the county line to Barton Road.

Dale Simpson stated that he's lived here since 1978. He stated he's been Project Manager and Facilities Engineer for several major companies; that he does have some experience with similar projects. He stated he believes that the centerline of Center Ridge Road has shifted over the years. He said that there is a concrete and brass monument in his neighbor's front yard. It is about 30 feet off the edge of Center Ridge Road, which says Ohio Department of Transportation Right-of-Way. He then addressed large culverts under the road that drain Bradley Woods. He stated that they are made out of slabs of sandstone and are under Center Ridge Road; one is on his property. He stated that the city has taken pictures. He asked if they were aware of these culverts and how they plan to handle the situation; that they would collapse if they were to bore through them. He then spoke about the significant rainfall in the spring that drains through the

culverts. He stated another concern is the amount of utilities on the north side, citing high pressure gas mains as one example. He said that he is concerned, even if the work is not on his side of the street.

James Pohlod responded that there are procedures they follow in order to locate all existing utilities.

Dale Simpson stated that a lot are not documented. He mentioned that a gas line had been cut through when his neighbor's home was built ten years ago. He mentioned different techniques used to locate underground utilities, asking if they had used them.

James Pohlod responded that they followed standard procedure for locating.

Dale Simpson asked about the purpose of their project.

Dave Gross responded that it is a fiber densification project for MCI-Metro to increase their fiber capabilities.

Dale Simpson asked if it is for video or audio.

Dave Gross answered that it's for telecommunications.

Dale Simpson asked how it would benefit the community, stating that they already have telecommunications lines all throughout the city.

Dave Gross stated that it will ultimately increase the capabilities of their network. He said that other households, local businesses and government would be able to purchase high-speed internet services; that it may not be a direct benefit to him.

Dale Simpson asked if the company has done any business in North Ridgeville.

Dave Gross answered that they have in the past but was unable to provide specific examples.

Dale Simpson referenced the drawings, saying that there appears to be some sort of plastic vault on his land, which is on the south side; approximately 500 feet east of Barton Road.

Dave Gross stated that they will be installing on both sides of the road.

Dale Simpson said that their drawings show concrete vaults on his land. He then asked if they plan to pay him to use his land.

Dave Gross said that he understands his concern that there will be new drawings. They plan to have them revised to show the actual work to be done.

Dale Simpson asked if there will be a main line running east and west, as well as laterals north and south.

Dave Gross stated that there will be main lines on both sides.

Dale Simpson said he thought they were only working on the north side.

Dave Gross responded that he never said that.

Dale Simpson asked why they were running parallel conduits on both sides of Center Ridge Road.

Dave Gross stated that it's for their customers; for diversity requirements.

Dale Simpson said that's not what he heard when they first presented it; that it sounded as if they were going down the north side, then crossing over to the south side.

There was discussion between Dave Gross and Dale Simpson. Both individuals were inaudible.

Chairwoman Swallow interrupted, asking them to speak into the microphone, as the meeting is being recorded. She stated that people joining in the conversation from the audience would not be accurately recorded. She then asked Mr. Simpson to address his comments to the Commission.

Dale Simpson apologized, stating that he just needs clarification. He said that it sounds as if there will be parallel lines on both sides of Center Ridge Road.

Chairwoman Swallow said that is correct; that is the application.

Dale Simpson continued that the lines will be on his land; not the city's land. He stated that there appears to be one plastic vault on his land.

Chairwoman Swallow explained the comments from the City Engineer were that the drawings indicate that all the work isn't shown in the public right-of-way. She stated that the applicants have explained that the work will be placed in the public right-of-way; that the City Engineer indicated that we would need an updated set of drawings showing that.

Dale Simpson asked when they plan on starting the project.

Chairwoman Swallow asked the applicant if they have an estimated start date.

Dave Gross stated that it depends on when permits are reviewed and approved. He said that it would be soon after they submit the new drawings and they're approved. He believes likely within the next few weeks.

Chairwoman Swallow acknowledged.

Dale Simpson stated that he thinks he's done but that he has some heartache about the fact that things will be placed on his land without his permission.

City Engineer Rodriguez stated that it will be in the public right-of-way; not on his property.

Dale Simpson asked about the right-of-way marker currently on the north side of Center Ridge Road.

City Engineer Rodriguez responded that he will research it, but that this is the first he's heard of it.

Dale Simpson responded that he brought it up years ago; that maybe what the city thinks is the right-of-way isn't actually the right-of-way.

City Engineer Rodriguez stated that it will be looked into but that what is on the GIS map is what's perceived to be the right-of-way. He said that the plans were mostly generated from the right-of-way that's explained on the Lorain County Auditor's map as being the City of North Ridgeville right-of-way. He then stated that he can look into the ODOT marker on the north side of the road. He asked for the address where the marker is located.

Dale Simpson responded that his address is 32291 Center Ridge Road.

City Engineer asked about his neighbor to the north.

Dale Simpson stated that he doesn't know but that it's directly across the street.

Chairwoman Swallow asked if there were any other comments or questions from the audience; that they step up to the podium and state their name and address for the record.

Rudy Ringwall, 316966 Center Ridge Road, North Ridgeville, OH 44039, said this project will come right across his property; that he owns several parcels on Center Ridge Road. He stated that between his parcel and where his son lives next door, there is sandstone underground that is over 100 years old. He said that they would have to be careful since it could collapse as they try to bore into it. He stated that he also has a question about reclamation of property – how they plan to reseed grass and repave, to name a few. He continued that there are several businesses along Center Ridge Road, asking how they plan to keep those businesses open during installation.

Dave Gross responded that they work with a vendor by the name of MasTec who will be doing the installations for them, indicating that there are MasTec representatives in the audience. He stated that, as part of the scope of this project, MasTec will restore to existing or better conditions. He urged residents to contact both the city and him to make sure that happens.

Vice-Chairman Smolik addressed Chairwoman Swallow, suggesting that the applicant explain directional boring so that the audience understands.

Chairwoman Swallow agreed. She asked the applicant to explain so that the audience understands what will occur with this installation.

Dave Gross responded that directional boring is essentially a drill rig that is positioned along the road – in the right-of-way, for this particular project – that has a steerable pipe that is driven into the ground. He stated that they won't be excavating any property; that there will be very minimal excavations for the potholes in order to expose utilities and create the bore pits. He continued that the horizontal drill rig will drill down; it'll provide an underground path, or opening, for the conduit. He was unable to give exact measurements but stated that they will drill to a certain predetermined distance. They then connect to a conduit and back drag that conduit through the opening. He stated that there is very minimal impact to residents' properties. He reiterated that the potholing areas, which are needed to expose utilities and create bore pits, will need to be excavated but that they will have their contractors restore these areas to existing or better conditions. He said that their vendors are very cognizant that there are to be no disruptions to businesses and residences; that special care is taken to position drill rigs so that there are no interruptions, blockages or excavations in driveways. He stated that access to households and businesses will be maintained.

Audience member spoke from their seat, asking about depth.

Dave Gross answered that it varies. He stated that he did not know offhand, but that it is a minimum of 42 inches.

Rudy Ringwall asked about chemicals to be used to soften the soil as they drill.

Dave Gross responded that there are no chemicals with horizontal boring; that he believes they just use water.

Rudy Ringwall asked if this will weaken the soil, specifically mentioning soil under driveways.

Dave Gross answered no.

Rudy Ringwall asked if the conduit that is installed will be able to hold up that area.

Dave Gross responded yes.

Rudy Ringwall thanked the applicant.

Chairwoman Swallow asked for any other questions or comments from the public.

Bob Meeker, 32415 Center Ridge Road, North Ridgeville, OH, stated his understanding was that construction will start be on the north side all the way to Barton Road; on the south side after that.

Dave Gross responded but was inaudible.

Bob Meeker continued his recollection was that the applicant then said they will be working on both sides from the line to Barton.

Dave Gross responded that this is a pretty big project; that he's not as fluent.

Bob Meeker referred to a copy of the installation plans and asked the applicant if the green lines represent the location of the proposed installation.

Dave Gross responded that was correct.

Bob Meeker stated that there's one on each side of the road.

Dave Gross stated he is correct; that what is showing in the plans is what is being proposed for installation.

Bob Meeker spoke again about the location of the installation, maintaining the applicant said the project will be going down the north side to Barton, then cross over and go down the south side. He stated that depth is very important; that he as a nice driveway that he doesn't want to sink as a result. He again referenced the installation plans, stating that there are areas where they are only on one side of the road, then on both sides at others. He then stated that he has a lot of property in North Ridgeville; that he's looking to do something with a corner property he owns.

Dave Gross responded that installation will take place in the right-of-way; that the conduit will be out of the way of any future plans Mr. Meeker may have.

Bob Meeker referred to the installation plans, asking what is located at the green X that is not in the right-of-way.

Dave Gross stated that it could be an existing feature.

Bob Meeker asked if it could be a telephone pole.

Dave Gross responded that it could be but he's not sure.

Bob Meeker asked why hold this meeting if the applicant can't tell him what is shown on the prints that audience members came here to see.

City Engineer Rodriguez addressed Mr. Meeker, stating that he believes the X indicates existing utility poles that are currently there; they are not new poles.

Bob Meeker stated there are markings on residents' properties. He stated he still doesn't understand why they're able to install on one side of the road at some locations, but then have to install on both the north and south sides of the road at others.

Chairwoman Swallow asked if there are any other questions or comments from the public.

Dale Simpson requested to again address the Commission.

Chairwoman Swallow asked Mr. Simpson to step up to the podium for purposes of recording.

Dale Simpson stated that the comments previously discussed about soil stability were good points. He referred to the water line installation for a car wash located by Convenient. He stated that the whole road collapsed. He said that when running the water line to his house, there were issues getting under the road so they had to move it down because they were unable to get under the road. They moved it west about 50 feet from his driveway. They bored under the road – the north side of the road started buckling in and they had to limit it to one lane because of a one-inch waterline. He stated that the ground is very unstable; that the soil on his property is solid sand. There is a sandstone quarry in the woods behind his house. The soil in that area is also very unstable.

Chairwoman Swallow responded that she understands his concerns, but that the applicant would be responsible for repairing any damage they caused. She stated that she wants him to feel assured that – should there be any damage to his property or driveway – the applicant would be responsible for making those repairs.

Dale Simpson asked over what period of time; if the applicant would be held responsible if his driveway were to crack in five years. He stated there are sewer lines, 8 inches in diameter, on the south side that the city didn't know were there; that a lot of filter beds drain into these sewer lines. They run parallel with the road and are between 6 and 8 feet off the edge of the road, on the south side.

Chairwoman Swallow asked the applicant to describe the size of the boring and line that will be pulled through the boring.

Dave Gross asked if she was referring to the pipe that will be drilled into the ground.

Chairwoman Swallow confirmed.

Dave Gross responded that he believes it's a 3-inch pipe.

Audience member spoke to Mr. Gross from her seat but was inaudible.

Dave Gross then stated that it's a 2-inch pipe. The remainder of his statement was inaudible.

Chairwoman Swallow clarified that the pipe will be between 2 and 3 inches.

Dave Gross stated that he believes the pipe is slightly larger than the conduit. He apologized, saying that he's not very familiar with the construction.

Chairwoman Swallow said this at least provides a general idea; that they're not talking about a 3-foot diameter pipe.

Dave Gross answered that is correct; that it's slightly larger than the size of the conduit.

Bob Meeker spoke about another concern. He stated that his three next-door neighbors have

yellow flags in their yard because their gaslines are old and need to be replaced. He wanted the applicant to be aware if they are digging in that area.

Michelle Hung, 37037 Chaddwyck Lane, North Ridgeville, OH, 44039, asked if they will be connecting to an existing structure at each end of the conduit or if it just ends with no connection.

Dave Gross responded that they will be connecting to existing equipment on both sides.

Chairwoman Swallow asked if it will be live after it's installed.

Dave Gross answered yes.

Chairwoman Swallow asked if there were any other questions or comments from the public.

Rudy Ringwall stated the water lines that are in front of his house are original from 1957; that there have been numerous leaks. He stated they will probably leak when they start digging.

Michelle Hung asked if a line was there already. The remainder of her question was inaudible.

Dave Gross responded this is to connect the two points and for future sales.

Michelle Hung asked if the line is stopping at Westlake and resuming at Lear Nagle Road.

Dave Gross answered that they are bringing the line from a hub location – an existing tower in the Westlake area – down to another existing tower.

James Pohlod continued that the tower is just before the turnpike.

Michelle Hung stated that there will be something to connect to once past Lear Nagle Road.

Dave Gross responded correct.

Bob Meeker asked if what they will be connecting to is already underground.

Dave Gross stated there is an existing tower there. Further response was inaudible.

Bob Meeker addressed the applicant from the audience. His question was inaudible.

Dave Gross answered that the preference is to always go aerial; that it's quicker, easier and more cost effective.

Chairwoman Swallow asked if there were any other questions or comments from the public. Hearing none, she closed public comments. She asked if there were any other questions or comments from the Commission.

Vice-Chairman Smolik asked if they will be using vacuum excavation when potholing; if it is an option to use vacuum excavation.

Audience member addressed the Vice-Chairman Smolik from her seat. Her response was inaudible.

Vice-Chairman Smolik stated that there is less impact to residences when using vacuum excavation. He stated that Columbia Gas almost always uses vacuum excavation now.

Audience member again responded from her seat, stating that she can check on it. Further comments were inaudible.

Chairwoman Swallow asked if there were any other questions or comments from the Commission. Having no further discussion, she entertained a motion.

It was moved by Smolik and seconded by Swallow to approve conditional upon a new set of plans being submitted to the City Engineer showing that all work that is to be conducted is located in the City right-of-way.

Yes – 5 No – 0

MOTION PASSED.

ADJOURNMENT:

The meeting was adjourned at 7:43 P.M.



Chairperson, Jennifer Swallow



Deputy Clerk of Council, Michelle Owens

February 12, 2019

Date Approved